

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, July 19, 2021 – 5:00 p.m.

SAFETY ALERT – NOTICE REGARDING COVID-19

If you wish to attend the City Council meeting in person, the Council Chamber located at 3191 Katella Ave., Los Alamitos, California 90720, will have outdoor seating 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 Council Chamber. Entrance and exit will be via the front 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 Council Chamber.

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. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager
Authority: Government Code Section 54957

Regular session will begin at approximately 6:00 p.m.

4. PLEDGE OF ALLEGIANCE

Council Member Doby will lead the Pledge of Allegiance.

5. INVOCATION

Council Member Bates will give the Invocation.

6. PRESENTATION

A. Presentation to Amy Lakin, Executive Director of Casa Youth, in Recognition of Being Selected 2021 California Nonprofit of the Year by Senator Tom Umberg

7. 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.

8. 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.

9. ITEMS FROM THE CITY MANAGER

10. WARRANTS

Ratify the Warrants for the period from June 11, 2021 to July 1, 2021, in the amount of \$960,786.71.

ROLL CALL

Mayor Chirco

Mayor Pro Tem Hasselbrink

Council Member Bates

Council Member Doby

Council Member Nefulda

11. 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 June 21, 2021.

B. Adopt Ordinance 2021-02 – Amending Title 17 (Zoning) of the Los Alamitos Municipal Code (Development Services)

City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2021-02 at the June 21, 2021 meeting. This Ordinance adopts a Zoning Ordinance Amendment (ZOA 21-01) to improve the Zoning Code (Title 17) through clarifications considered and recommended by the Planning Commission during its March 24, 2021 meeting (Citywide).

Recommendation: Adopt Ordinance No. 2021-02, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING TITLE 17 (ZONING) OF THE LOS ALAMITOS MUNICIPAL CODE TO CORRECT CLERICAL ERRORS AND OMISSIONS AND TO MAINTAIN INTERNAL CONSISTENCY (ZOA 21-01) (CITY INITIATED).”

C. Notice of Completion (NOC) for the Old Town West Traffic Calming Project (CIP No. 20/21-01) (Development Services)

City Council awarded the contract for the Old Town West Calming Project – Phase 1 (CIP No. 20/21-01) to PCI at the January 19, 2021 meeting. Staff

is recommending that 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.

Recommendations:

1. Accept as complete the construction for the Old Town West Traffic Calming Project (CIP No. 20/21-01) by PCI; and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$2,440.41 thirty-five (35) days after recordation of the Notice of Completion.

D. Award of Bid for the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03) (Development Services)

This report recommends award of a bid to begin construction of the street grinding and overlay work for the Suburbia Neighborhood Street Improvement Project.

Recommendations:

1. Award construction for the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03) in the amount of \$337,000 to Onyx Paving Company, Inc.; and,
2. Authorize the Mayor to execute the contract with Onyx Paving Company, Inc. for the project; and,
3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$33,700.00.

E. Approval of Plans and Specifications and Authorization to Bid for Arterial Street Name Sign Replacement Project (CIP No. 21/22-01) (Development Services)

As part of Phase 1, the City of Los Alamitos replaced the arterial street name signs along Los Alamitos Boulevard in 2020. Staff proposes to replace the remaining aging arterial street name signs City wide in the 2021-22 fiscal year.

Recommendations:

1. Approve the plans and specification for the construction for Arterial

Street Name Sign Replacement Project (CIP No. 21/22-01); and,

2. Authorize Staff to advertise and solicit bid proposals.

F. Approval of Microsoft Office 365 and Exchange Server Online through Dell Utilizing the County of Riverside Agreement

(Development Services)

This item recommends purchase of Microsoft Office 365 and Exchange Server online utilizing pricing through the Riverside County Microsoft Enterprise Agreement. Los Alamitos Municipal Code Section 2.60.110 allows the City to utilize the Riverside Enterprise Agreement to secure discounted pricing of Microsoft licensing. Riverside's sheer volume of licenses of Microsoft products has allowed them to obtain a deep discount on these products. This discount is allowed to be passed on to other agencies within the state.

Recommendation: Authorize the City Manager to execute the appropriate contracts and documentation with Dell for the purchase of Microsoft Office 365 and Exchange Online in an amount not to exceed \$67,086.00 over a three-year term or \$22,362.00 annually.

12. DISCUSSION ITEMS

A. Approval of Employment Agreements for Finance Director, Development Services Director and Recreation & Community Services Director
(City Attorney)

This report seeks consideration to approve the employment agreements for Mr. Craig Koehler as Finance Director, Mr. Ron Noda as Development Services Director, and Ms. Emeline Noda as Recreation and Community Services Director for the City of Los Alamitos.

Recommendations:

1. Receive oral summary of the proposed employment agreements with Mr. Craig Koehler, Mr. Ron Noda, and Ms. Emeline Noda in accordance with California Government Code section 54953(c)(3); and,
2. Authorize the City Manager to enter into an employment agreement with Mr. Craig Koehler as Finance Director for the City of Los Alamitos at an annual base salary equal to Step E, Tier 2 of the Resolution 2021-14 Regarding Salary and Benefits for Non-Represented Employees with a term that shall continue until terminated by either Party; and,

3. Authorize the City Manager to enter into an employment agreement with Mr. Ron Noda as Development Services Director for the City of Los Alamitos at an annual base salary equal to Step A, Tier 1 of the Resolution 2021-14 Regarding Salary and Benefits for Non-Represented Employees with a term that shall continue until terminated by either Party; and,
4. Authorize the City Manager to enter into an employment agreement with Ms. Emeline Noda as Recreation and Community Services Director for the City of Los Alamitos at an annual base salary equal to Step A, Tier 1 of the Resolution 2021-14 Regarding Salary and Benefits for Non-Represented Employees with a term that shall continue until terminated by either Party.

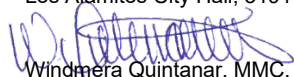
B. Resolution No. 2021-18 – Speed Hump Policy (Development Services)

The following report highlights a potential City-wide policy related to the use and installation of speed hump. This item was requested by the City Council and was developed in consultation with the City's Traffic Commission.

Recommendation: Adopt Resolution No. 2021-18, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING THE LOS ALAMITOS SPEED HUMP POLICY."

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.



Windyera Quintanar, MMC, City Clerk
Dated: July 14, 2021

CITY OF LOS ALAMITOS

A/P Warrants

JULY 19, 2021

To Ratify

Pages:

1-8	\$	198,533.62	Warrant	06/16/2021
9-13	\$	112,240.48	Warrant	06/30/2021
14	\$	9,794.23	July Retirees	07/01/2021
15	\$	172,827.11	Payroll	06/11/2021
16	\$	94,563.82	Benefits & Withholdings	06/11/2021
17	\$	205,349.31	Payroll	06/25/2021
18	\$	167,478.14	Benefits & Withholdings	06/25/2021
Grand Total	\$	960,786.71		

The attached Warrant Register containing checks and electronic funds transfers for the period from June 11 to July 1, 2021, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

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

Certified by Craig Koehler, Interim Finance Director



this 7th day of July, 2021

WARRANTS 06/16/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALL AMERICAN SIGN COMPANY	PUBLIC WORKS TRUCK LETTERI	GARAGE FUND	GARAGE	1,582.17
			TOTAL:	1,582.17
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS-340 HRS	GENERAL FUND	TRAFFIC	7,507.20
	CROSS GUARDS 329 HRS.5/16-	GENERAL FUND	TRAFFIC	7,264.32
			TOTAL:	14,771.52
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL- MAY 2021	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
APPRIVER, LLC	SPAM FILTER ANNUAL	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,777.97
			TOTAL:	1,777.97
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	NEW YORK MARINE-CLAIM	SELF INSURANCE TRU	INSURANCE	748.93
			TOTAL:	748.93
CALIFORNIA POLICE CHIEFS ASSOCIATION	MAY 2021- 3 BLOOD DRAWS	GENERAL FUND	PATROL	127.00
			TOTAL:	127.00
JHM SUPPLY, INC.	FY 21/22 CHIEF'S MEMBERSHI	GENERAL FUND	POLICE ADMINISTRATION	440.00
			TOTAL:	440.00
COUNTY OF ORANGE TREASURER-TAX	FERTILIZER- PARK/PARKWAYS/	GENERAL FUND	PARK MAINTENANCE	223.74
			TOTAL:	223.74
CROSSTOWN ELECTRICAL & DATA, INC.	PRE-BOOKING FORMS/INVENTOR	GENERAL FUND	PATROL	135.20
	FINGERPRINT ID SYSTEM- 06/	GENERAL FUND	COMMUNICATIONS TECHNOL	515.00
			TOTAL:	650.20
	KATELLA AVE & NOEL ST.	GENERAL FUND	STREET MAINTENANCE	128.07
	KATELLA AVE. & WINNERS CIR	GENERAL FUND	STREET MAINTENANCE	319.33
	LOS AL BLVD. & ORANGEWOOD	GENERAL FUND	STREET MAINTENANCE	222.46
	KATELLA AVE & WALNUT ST.	GENERAL FUND	STREET MAINTENANCE	79.95
	LOS AL BLVD. & SAUSALITO S	GENERAL FUND	STREET MAINTENANCE	73.95
			TOTAL:	817.76
CROWN TROPHY	JR. SUPERSTAR MEDALS	GENERAL FUND	SPORTS	32.19
			TOTAL:	32.19
DANIELS TIRE SERVICE	TIRE DISPOSAL	GARAGE FUND	GARAGE	181.00
			TOTAL:	181.00
DATA TICKET, INC.	CODE ENFORCEMENT CITATION	GENERAL FUND	NEIGHBORHOOD PRESERVAT	194.00
			TOTAL:	194.00
DELL MARKETING L.P.	XEROX PRINTER	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,415.81
			TOTAL:	1,415.81
ECOFERT, INC.	FERTIGATION SVCS. MAY 2021	GENERAL FUND	PARK MAINTENANCE	630.00
			TOTAL:	630.00
ENLESS MATERIALS	CONCRETE DUMP	GENERAL FUND	STREET MAINTENANCE	160.00
			TOTAL:	160.00
FIREWORKS & STAGE FX AMERICA, INC.	DEPOSIT FOR FIREWORKS-2021	GENERAL FUND	SPECIAL EVENTS	16,750.00
			TOTAL:	16,750.00

WARRANTS 06/16/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CARRI FOX	LINE DANCE WITH FOX 05/05	GENERAL FUND	SPECIAL CLASSES	36.40
	SOCIAL DANCE CLASS- 05/05	GENERAL FUND	SPECIAL CLASSES	14.00
	LINE DANCE WITH FOX 05/19	GENERAL FUND	SPECIAL CLASSES	42.00
	LINE DANCE WITH FOX 05/26	GENERAL FUND	SPECIAL CLASSES	36.40
	TOTAL:			128.80
FRONTIER COMMUNICATIONS	JAIL/PROPERTY ALARM LINES	GENERAL FUND	COMMUNICATIONS TECHNOL	243.19
	TOTAL:			243.19
SANAHL LUMBER COMPANY	WOOD- CONCRETE PROJECT	GENERAL FUND	STREET MAINTENANCE	64.89
	PAINT SUPPLIES- ADA PARKIN	GENERAL FUND	PARK MAINTENANCE	71.84
	TOTAL:			136.73
PRIMARY & MULTI-SPECIALTY CLINICS	PRE-EMPLOYMENT- E. BOOTHE	GENERAL FUND	NON-DEPARTMENTAL	50.00
	PRE-EMPLOYMENT PHYSICALS	GENERAL FUND	NON-DEPARTMENTAL	320.00
	TOTAL:			370.00
GEORGE HILLS COMPANY, INC.	ADMIN/ CLAIM MGT FEES. 05/	GENERAL FUND	NON-DEPARTMENTAL	2,360.17
	ADMIN & CLAIM FEES - JUNE	GENERAL FUND	NON-DEPARTMENTAL	2,360.17
	TOTAL:			4,720.34
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	141.92
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,896.71
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	172.46
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	8,562.70
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	8,325.71
	TOTAL:			19,099.50
HI-WAY SAFETY, INC.	NEW CITY DIRECTIONAL SIGNS	GENERAL FUND	STREET MAINTENANCE	1,431.28
	SUPPLIES- SIGN MOUNTING CI	GENERAL FUND	STREET MAINTENANCE	113.82
	TOTAL:			1,545.10
JARED E. LLOYD	HCE THURSDAYS IN MAY	GENERAL FUND	SPORTS	224.20
	HCE SUNDAYS IN MAY	GENERAL FUND	SPORTS	386.40
	TOTAL:			610.60
KESTER CORPORATION	NEW CHAINS FOR SAW	GENERAL FUND	STREET MAINTENANCE	57.10
	TOTAL:			57.10
KEVIN GARRETT	YOUTH INTERM. TENNIS THURS	GENERAL FUND	SPECIAL CLASSES	411.45
	PEE WEE TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	252.20
	YOUTH BEG. TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	417.30
	YOUTH BEG. TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	365.95
	YOUTH INTERM. SATURDAY	GENERAL FUND	SPECIAL CLASSES	413.89
	TOTAL:			1,860.79
KONICA MINOLTA PREMIER	COPIER LEASE- ADMIN FRONT	GENERAL FUND	FINANCE	503.09
	COPIER LEASE- FINANCE	GENERAL FUND	FINANCE	545.37
	TOTAL:			1,048.46
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE	GENERAL FUND	POLICE ADMINISTRATION	189.74
	TOTAL:			189.74
LEXIPOL, LLC	ANNUAL LAW ENFORCEMENT MAN	GENERAL FUND	POLICE ADMINISTRATION	7,519.00
	TOTAL:			7,519.00

WARRANTS 06/16/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SC FUELS	NEW GASOLINE/ DIESEL DRAIN	GENERAL FUND	STREET MAINTENANCE	202.03
			TOTAL:	1,509.60
CHERYL J. SCHNITZER	LINE DANCE DROP 05/10	GENERAL FUND	SPECIAL CLASSES	92.95
	LINE DANCE DROP 05/17	GENERAL FUND	SPECIAL CLASSES	84.50
	LINE DANCE DROP IN 05/24	GENERAL FUND	SPECIAL CLASSES	126.75
			TOTAL:	304.20
SCHOOL NEWS ROLL CALL	MAY PUBLICATION- DAY CAMP	GENERAL FUND	DAY CAMP	189.00
			TOTAL:	189.00
SCIENTIA CONSULTING GROUP, INC.	IT SVCS. JUNE 2021	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	BACKUP SERVER LIC. MAY 202	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	97.50
	CLOUD BACKUP LIC. MAY 2021	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	33.00
	BACKUP CLOUD STORAGE MAY 2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	720.00
	EXTRA HOURS- MAY 2021	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,161.25
			TOTAL:	8,882.75
SIR SPEEDY	PD RETURN ENVELOPES	GENERAL FUND	RECORDS	198.62
			TOTAL:	198.62
SITONE LANDSCAPE SUPPLY HOLDING, LLC	EXTRA CONCRETE - PASEO BON	GENERAL FUND	STREET MAINTENANCE	53.72
	BACK FILL SOIL-PASEO BONIT	GENERAL FUND	STREET MAINTENANCE	40.97
			TOTAL:	94.69
SOCAL AUTO & TRUCK PARTS INC.	OIL SUPPLIES- PD UNITS	GARAGE FUND	GARAGE	120.58
	OIL CHANGE -PUBLIC WORKS T	GARAGE FUND	GARAGE	37.41
			TOTAL:	157.99
SOUTHERN CAL ASSOC. OF GOVERNMENTS	DUES ASSESSMENT FOR FY21-2	GENERAL FUND	CITY COUNCIL	1,408.00
			TOTAL:	1,408.00
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGN/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	15,465.92
	TRAFFIC SIGNS/ ST. LIGHTS	GENERAL FUND	STREET MAINTENANCE	229.03
	PARKS	GENERAL FUND	PARK MAINTENANCE	387.86
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	109.14
	PARKS	GENERAL FUND	PARK MAINTENANCE	28.09
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	147.75
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	31.01
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	3,258.52
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	2,879.00
			TOTAL:	22,536.32
SPARKLETT'S DRINKING WATER	SPARKLETT'S DRINKING WATER	GENERAL FUND	BUILDING MAINTENANCE	442.56
			TOTAL:	442.56
SPECTRUM SECURITY GROUP, LLC	DEAD BOLI LOCK REPLACEMENT	GENERAL FUND	BUILDING MAINTENANCE	126.19
			TOTAL:	126.19
ST. OF CALIFORNIA DEPT. OF JUSTICE	MAY 2021- FINGERPRINT APPS	GENERAL FUND	NON-DEPARTMENTAL	64.00
			TOTAL:	64.00
TIME WARNER CABLE	CABLE SVCS. 06/02/21-07/01	GENERAL FUND	COMMUNICATIONS TECHNOL	135.72
			TOTAL:	135.72

WARRANTS 06/16/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TYLER TECHNOLOGIES	ACCOUNTING SYSTEM MAINT.	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	21,484.87
	CENTRAL CASH COLLECTION	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	1,571.39
	SECURE SIGNATURES	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	1,650.09
	SUPPORT SERVICES	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	1,026.21
	ACUCORP ACTSERVER	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	2,088.32
			TOTAL:	27,820.88
U.S. BANK	SAFE HANDLER CARD-ALIX	GENERAL FUND	NON-DEPARTMENTAL	10.20
	SAFE HANDLER CARD-ANTHONY	GENERAL FUND	NON-DEPARTMENTAL	10.20
	GROCERY PROGRAM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	9.98
	COUNCIL MEETING- 5/17/21-V	GENERAL FUND	CITY COUNCIL	60.99
	COUNCIL MEETING- 5/17/21-N	GENERAL FUND	CITY COUNCIL	81.34
	SUBSCRIPTION- ADOBE	GENERAL FUND	ADMINISTRATION	33.99
	SUBSCRIPTION- REGISTER	GENERAL FUND	ADMINISTRATION	10.00
	DUES-CITY MANAGER FOUNDATI	GENERAL FUND	ADMINISTRATION	400.00
	CLEAN EMAIL-APPLE	GENERAL FUND	ADMINISTRATION	49.99
	SUBSCRIPTION- ACROBAT	GENERAL FUND	ADMINISTRATION	14.99
	IIMC YEARLY SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	175.00
	SUBSCRIPTION-ADOBE YEARLY	GENERAL FUND	ADMINISTRATION	599.88
	CITY VACCINE CLINIC SUPPLI	GENERAL FUND	ADMINISTRATION	31.50
	SITEGROUND- MONTHLY RENEWA	GENERAL FUND	FINANCE	100.00
	SUPPLIES- ENVELOPES	GENERAL FUND	FINANCE	57.07
	SUBSCRIPTION- ADOBE	GENERAL FUND	FINANCE	14.99
	SUPPLIES- FOLDERS	GENERAL FUND	FINANCE	33.76
	GFOA - ANNUAL RENEWAL FEE	GENERAL FUND	FINANCE	190.00
	.ORG DOMAIN RENEWAL	GENERAL FUND	FINANCE	21.17
	SUBSCRIPTION- ADOBE	GENERAL FUND	FINANCE	14.99
	CPCA MEMBERSHIP DUES	GENERAL FUND	POLICE ADMINISTRATION	145.00
	SUPPLIES-HONOR GUARD PIN S	GENERAL FUND	POLICE ADMINISTRATION	31.60
	SUPPLIES-BRIEFING ROOM CLO	GENERAL FUND	POLICE ADMINISTRATION	30.56
	SUBSCRIPTION-ADOBE	GENERAL FUND	POLICE ADMINISTRATION	14.99
	CPCA CHIEF NUNEZ MEMBERSHI	GENERAL FUND	POLICE ADMINISTRATION	145.00
	CERT. LETTER	GENERAL FUND	POLICE ADMINISTRATION	7.70
	CERT. LETTER	GENERAL FUND	POLICE ADMINISTRATION	14.40
	SUPPLIES- TONER CARTRIDGE	GENERAL FUND	POLICE ADMINISTRATION	138.63
	REFUND-CPCA EXECTIVE COURS	GENERAL FUND	POLICE ADMINISTRATION	650.00-
	CPCA WILE CONFERENCE	GENERAL FUND	POLICE ADMINISTRATION	375.00
	PD CAR WASHES MARCH/APRIL	GENERAL FUND	POLICE ADMINISTRATION	309.60
	DOMAIN REGISTRATION	GENERAL FUND	POLICE ADMINISTRATION	50.00
	HEADSHOTS FOR CHIEF	GENERAL FUND	POLICE ADMINISTRATION	4.11
	HEADSHOTS FOR CHIEF	GENERAL FUND	POLICE ADMINISTRATION	7.09
	TRAINING FOR CAP. BYERLEY	GENERAL FUND	POLICE ADMINISTRATION	95.00
	NOTARY E&O INSURANCE	GENERAL FUND	POLICE ADMINISTRATION	33.00
	AWARD FOR CNOA SERGEANT	GENERAL FUND	POLICE ADMINISTRATION	120.98
	CPOA-PRA CLASS RECORDS STA	GENERAL FUND	POLICE ADMINISTRATION	500.00
	TRAINING-SOCIAL MEDIA SPEE	GENERAL FUND	POLICE ADMINISTRATION	75.00
	IACP ANNUAL CONF. REGISTRA	GENERAL FUND	POLICE ADMINISTRATION	425.00
	RANGE TRAINING TARGETS	GENERAL FUND	PATROL	51.16
	BATTERIS FOR PATROL RIFLES	GENERAL FUND	PATROL	108.09
	DOUBLE PISTOL PUCH	GENERAL FUND	PATROL	40.00
	PART OF PATROL RIFLE	GENERAL FUND	PATROL	16.36
	INVESTIGATIVE INTERVIEW	GENERAL FUND	INVESTIGATION	481.00
	REFUND-INVESTIGATIVE INTER	GENERAL FUND	INVESTIGATION	481.00-
	INVESTIGATIVE INTERVIEW	GENERAL FUND	INVESTIGATION	481.00
	DNA SWAB KITS	GENERAL FUND	RECORDS	443.03
	SUPPLIES- TONER CARTRIDGE	GENERAL FUND	RECORDS	70.89

WARRANTS 06/16/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUPPLIES FOR RECORDS	GENERAL FUND	RECORDS	14.19
	CRIME PREVENTION OFFICER D	GENERAL FUND	COMMUNITY OUTREACH	30.00
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	24.55
	BUSINESS NOTEBOOK	GENERAL FUND	COMMUNITY DEVEL ADMIN	7.20
	SNACKS & DRINKS	GENERAL FUND	COMMUNITY DEVEL ADMIN	47.16
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	8.80
	SUPPLIES- EMPLOYEE LUNCHEO	GENERAL FUND	COMMUNITY DEVEL ADMIN	6.99
	SUPPLIES- EMPLOYEE LUNCHEO	GENERAL FUND	COMMUNITY DEVEL ADMIN	88.06
	SUPPLIES- EMPLOYEE LUNCHEO	GENERAL FUND	COMMUNITY DEVEL ADMIN	35.24
	TV EQUIPMENT-PLANNING DEPT.	GENERAL FUND	COMMUNITY DEVEL ADMIN	658.49
	STAND/HDMI-PLANNING DEPT.	GENERAL FUND	PLANNING	215.37
	OFFICE SUPPLIES	GENERAL FUND	BUILDING INSPECTION	36.78
	OFFICE SUPPLIES	GENERAL FUND	BUILDING INSPECTION	19.92
	YELLOW COLOR PAPER	GENERAL FUND	BUILDING INSPECTION	15.08-
	YELLOW COLOR PAPER	GENERAL FUND	BUILDING INSPECTION	15.07-
	OFFICE SUPPLIES	GENERAL FUND	BUILDING INSPECTION	42.40
	POSTER FRAME	GENERAL FUND	PUBLIC WORKS ADMIN	136.79
	FRAMELESS WALL CASE	GENERAL FUND	PUBLIC WORKS ADMIN	619.57
	PUBLIC WORKS- WEEK LUNCHEO	GENERAL FUND	STREET MAINTENANCE	183.94
	PLANTS FOR COMM. CENTER	GENERAL FUND	PARK MAINTENANCE	301.26
	PLANTS & TREES -SOROPTIMIS	GENERAL FUND	PARK MAINTENANCE	287.84
	ALL EMPLOYEE APPRECIATION	GENERAL FUND	BUILDING MAINTENANCE	759.29
	ALL EMPLOYEE APPRECIATION	GENERAL FUND	BUILDING MAINTENANCE	70.73
	ALL EMPLOYEE APPRECIATION	GENERAL FUND	BUILDING MAINTENANCE	38.70
	ALL EMPLOYEE APPRECIATION	GENERAL FUND	BUILDING MAINTENANCE	104.00
	COMM. CENTER HOOD CLEANING	GENERAL FUND	BUILDING MAINTENANCE	275.00
	HOOD SVCS. -CLEANING FIRE I	GENERAL FUND	BUILDING MAINTENANCE	495.00
	ALGAE CONTROL FOR POND	GENERAL FUND	BUILDING MAINTENANCE	98.30
	ADMIN STAFF IN-SERVICE SUP	GENERAL FUND	RECREATION ADMINSTRAT	108.80
	ADMIN STAFF IN-SERVICE SUP	GENERAL FUND	RECREATION ADMINSTRAT	279.68
	ADMIN STAFF IN-SERVICE SUP	GENERAL FUND	RECREATION ADMINSTRAT	73.40
	ADMIN STAFF IN-SERVICE SUP	GENERAL FUND	RECREATION ADMINSTRAT	250.00
	SUBSCRIPTION- ZOOM	GENERAL FUND	RECREATION ADMINSTRAT	15.74
	DIRECT TV EOC - APRIL	GENERAL FUND	RECREATION ADMINSTRAT	55.09
	SUBSCRIPTION- CPRS (EMELIN	GENERAL FUND	RECREATION ADMINSTRAT	75.00
	SUBSCRIPTION- ADOBE (TRINI	GENERAL FUND	RECREATION ADMINSTRAT	14.99
	SUBSCRIPTION- ADOBE (EMELI	GENERAL FUND	RECREATION ADMINSTRAT	29.99
	SUBSCRIPTION- MAILCHIMP	GENERAL FUND	RECREATION ADMINSTRAT	280.00
	SUBSCRIPTION- APPLE STORAG	GENERAL FUND	RECREATION ADMINSTRAT	2.99
	SUBSCRIPTION- GOOGLE STORA	GENERAL FUND	RECREATION ADMINSTRAT	2.99
	SUBSCRIPTION- SURVEY MONKE	GENERAL FUND	RECREATION ADMINSTRAT	384.00
	SUPPLIES- COMMISSION NAME	GENERAL FUND	COMMUNITY SERVICES	85.66
	SUPPLIES- COUNCIL NAME PLA	GENERAL FUND	COMMUNITY SERVICES	146.64
	CLASS SUPPLIES- LASER LAB	GENERAL FUND	DAY CAMP	6.09
	CLASS SUPPLIES- LASER LAB	GENERAL FUND	DAY CAMP	27.99
	CLASS SUPPLIES- LASER LAB	GENERAL FUND	DAY CAMP	33.57
	CLASS SUPPLIES- LASER LAB	GENERAL FUND	DAY CAMP	15.19
	CLASS SUPPLIES- LASER LAB	GENERAL FUND	DAY CAMP	21.30
	PARK PROGRAM EXCURSION	GENERAL FUND	PLAYGROUNDS	150.00
	SUPPLIES-PARK PROGRAMS	GENERAL FUND	PLAYGROUNDS	82.12
	SUPPLIES-PARK PROGRAMS	GENERAL FUND	PLAYGROUNDS	115.78
	SUPPLIES-PARK PROGRAMS	GENERAL FUND	PLAYGROUNDS	34.94
	SUPPLIES-PARK PROGRAMS	GENERAL FUND	PLAYGROUNDS	539.32
	REFUND- YOUTH BASKETBALL	GENERAL FUND	SPORTS	161.63-
	SONG TEAM COOKIES	GENERAL FUND	SPORTS	12.58
	SONG TEAM FOOD-PARTICIPANT	GENERAL FUND	SPORTS	25.83

WARRANTS 06/16/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PRESCHOOL- TODDLER TOWN	GENERAL FUND	SPECIAL CLASSES	20.73
	PRESCHOOL- TODDLER TOWN	GENERAL FUND	SPECIAL CLASSES	14.02
	SUPPLIES- LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	285.87
	SUPPLIES-LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	2.56
	SUPPLIES-LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	53.82
	SUPPLIES- LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	115.87
	SUPPLIES-LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	17.79
	PRESCHOOL- TODDLER TOWN	GENERAL FUND	SPECIAL CLASSES	20.08
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	143.82
	ART CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	39.54
	SUPPLIES- LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	7.19
	ART CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	71.41
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	171.61
	PRESCHOOL - TODDLER TOWN	GENERAL FUND	SPECIAL CLASSES	64.97
	SENIOR CLUB VOLUNTEERS GC	GENERAL FUND	SPECIAL CLASSES	30.00
	SUPPLIES-4TH OF JULY	GENERAL FUND	SPECIAL EVENTS	1,094.60
	SUPPLIES- SENIOR RACE	GENERAL FUND	SPECIAL EVENTS	26.77
	DONATION DRIVE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	399.81
	DONATION DRIVE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	140.83
	SUPPLIES-HOPKINSON MOVIE N	GENERAL FUND	SPECIAL EVENTS	15.75
	SUPPLIES-WEAVE 5TH GRADE	GENERAL FUND	SPECIAL EVENTS	57.88
	SUPPLIES-WEAVE 5TH GRADE	GENERAL FUND	SPECIAL EVENTS	17.36
	SUPPLIES-WEAVE 5TH GRADE	GENERAL FUND	SPECIAL EVENTS	10.90
	SUPPLIES-HOPKINSON MOVIE N	GENERAL FUND	SPECIAL EVENTS	29.38
	SUPPLIES- WEAVE 5TH GRADE	GENERAL FUND	SPECIAL EVENTS	5.01
	SUPPLIES- WEAVE 5TH GRADE	GENERAL FUND	SPECIAL EVENTS	19.99
	SUPPLIES- WEAVE 5TH GRADE	GENERAL FUND	SPECIAL EVENTS	34.89
	WEAVE 5TH GRADE-CREDIT	GENERAL FUND	SPECIAL EVENTS	29.38
	SUPPLIES-WEAVE 5TH GRADE	GENERAL FUND	SPECIAL EVENTS	556.94
	SUPPLIES- WEAVE 5TH GRADE	GENERAL FUND	SPECIAL EVENTS	9.28
	SPECIAL EVENTS SUPPLIES	GENERAL FUND	SPECIAL EVENTS	215.46
	EVENT SUPPLIES- WEEKEND OF	GENERAL FUND	SPECIAL EVENTS	18.47
	RIBBON CUTTING CEREMONY	GENERAL FUND	SPECIAL EVENTS	4.29
	RE-STOCK BATTERY SUPPLY-SH	GARAGE FUND	GARAGE	179.09
	SMALL SOCKET SET/ NEW GRIN	GARAGE FUND	GARAGE	114.87
	REC TRUCK- OIL CHANGE	GARAGE FUND	GARAGE	113.45
	SHOP WELDING SUPPLIES	GARAGE FUND	GARAGE	180.65
			TOTAL:	16,511.97
ULINE, INC.	SPILL CONTAINMENT PLATFORM	GARAGE FUND	GARAGE	747.62
			TOTAL:	747.62
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 NEW TICKET CHARGES {	GENERAL FUND	STREET MAINTENANCE	62.80
	LSA01 BILLABLE TICKETS {40	GENERAL FUND	STREET MAINTENANCE	15.68
			TOTAL:	78.48
VERIZON WIRELESS	EMERGENCY PREP	GENERAL FUND	EMERGENCY PREPAREDNESS	162.75
	COMM DEVELOPMENT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	30.02
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	243.78
			TOTAL:	436.55
VIC'S CONCRETE BREAKING & REMOVAL	ASPHALT GRINDING-OLD TOWN	GENERAL FUND	STREET MAINTENANCE	1,747.00
			TOTAL:	1,747.00
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	6,693.42
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	295.53

WARRANTS 06/16/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	6,397.89
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,028.15
			TOTAL:	1,028.15
WEX HEALTH, INC.	FLEX ADMIN SVCS. MAY 2021	GENERAL FUND	FINANCE	50.00
			TOTAL:	50.00
MICHELE M. WILKOSZ	ADVANCED GUITAR 05/03	GENERAL FUND	SPECIAL CLASSES	17.55
	ADVANCED GUITAR- 05/10	GENERAL FUND	SPECIAL CLASSES	17.55
	ADVANCED GUITAR 05/17	GENERAL FUND	SPECIAL CLASSES	17.55
	ADVANCED GUITAR 05/24	GENERAL FUND	SPECIAL CLASSES	19.50
			TOTAL:	72.15

===== FUND TOTALS =====	
10 GENERAL FUND	142,588.34
28 LOS ALAMITOS TV	2,888.79
50 GARAGE FUND	12,410.15
53 TECHNOLOGY REPLACEMENT	39,897.41
54 SELF INSURANCE TRUST	748.93

GRAND TOTAL:	198,533.62

WARRANTS 06/30/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMBERWICK CORPORATION	PICKED UP USED OIL DRAIN	GARAGE FUND	GARAGE	661.60
			TOTAL:	661.60
AMERICAN RENTALS	CONCRETE FOR ROBERTS PARK	GENERAL FUND	STREET MAINTENANCE	466.94
	CONCRETE FOR SIDEWALK KINM	GENERAL FUND	STREET MAINTENANCE	923.10
			TOTAL:	1,390.04
BARBARA BANNERMAN	YOGA IN THE PARK- 07/10/21	GENERAL FUND	NON-DEPARTMENTAL	50.00
	YOGA WITH BARBARA	GENERAL FUND	SPECIAL CLASSES	579.80
			TOTAL:	629.80
CALIFORNIA BUILDING STANDARDS	CBSC GREEN FEES 1ST Q 2021	GENERAL FUND	NON-DEPARTMENTAL	157.00
	- BUILDING PERMIT	GENERAL FUND	NON-DEPARTMENTAL	15.70-
			TOTAL:	141.30
CANON FINANCIAL SERVICES, INC.	PRINT CHARGE-05/21 & CONTR	GENERAL FUND	RECREATION ADMINISTRATION	509.75
			TOTAL:	509.75
CARTRIDGE WORLD OF LOS ALAMITOS	DELL TONER	GENERAL FUND	PLANNING	232.73
			TOTAL:	232.73
CHARLES ABBOTT ASSOCIATES, INC.	PROF SVCS. L.ROSEBERRY 05/	GENERAL FUND	NON-DEPARTMENTAL	1,050.00
	WQMP INSPECT. M. SMITH 05/	GENERAL FUND	NON-DEPARTMENTAL	362.50
	BUILDING & SAFETY LOSAL- 0	GENERAL FUND	BUILDING INSPECTION	22,001.51
	WQMP INSPECT. J.KOGA 05/20	GENERAL FUND	NPDES	138.00
	NPDES SVCS- A.CHRISTIE 05/	GENERAL FUND	NPDES	552.00
			TOTAL:	24,104.01
CITY OF CYPRESS	COVID CONSULTING SHAPE- 05	GENERAL FUND	ADMINISTRATION	1,250.00
			TOTAL:	1,250.00
COUNTY OF ORANGE TREASURER-TAX	OCATS: MAY 2021	GENERAL FUND	COMMUNICATIONS TECHNOLOGY	1,273.33
			TOTAL:	1,273.33
CROWN TROPHY	T-BALL MEDALS	GENERAL FUND	SPORTS	24.06
			TOTAL:	24.06
DEPARTMENT OF CONSERVATION	SMIP FEES- 1STQ 2021	GENERAL FUND	NON-DEPARTMENTAL	657.22
	- BUILDING PERMIT	GENERAL FUND	NON-DEPARTMENTAL	32.86-
			TOTAL:	624.36
ENTERPRISE FM TRUST	20 FORD TRAN- 06/2021	GARAGE FUND	GARAGE	519.04
	20 FORD F-15- 06/2021	GARAGE FUND	GARAGE	708.89
			TOTAL:	1,227.93
THE FAMILY PLUMBER	YOUTH CENTER-SEWER LINE CL	GENERAL FUND	BUILDING MAINTENANCE	159.00
			TOTAL:	159.00
FIREWORKS & STAGE FX AMERICA, INC.	BALANCE FOR FIREWORKS-2021	GENERAL FUND	SPECIAL EVENTS	16,750.00
			TOTAL:	16,750.00
FIVE ELEMENTS CONSULTING GROUP LLC	INTERNAL IN-SERVICE REC. 0	GENERAL FUND	RECREATION ADMINISTRATION	500.00
			TOTAL:	500.00
FRAUD HOTLINE, LLC	2021-2022 SUBSCRIPTION	GENERAL FUND	FINANCE	250.00
			TOTAL:	250.00

WARRANTS 06/30/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CANABL LUMBER COMPANY	REPAIR WATER TOWER DOOR	GENERAL FUND	STREET MAINTENANCE	58.21
	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	25.50
	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	21.62
	PAINT FOR COMM. CENTER PIA	GENERAL FUND	STREET MAINTENANCE	106.04
	BUILDING SUPPLIES FOR AMNI	GENERAL FUND	BUILDING MAINTENANCE	400.04
PRIMARY & MULTI-SPECIALTY CLINICS	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	84.09
	KEY COPY MADE	GENERAL FUND	BUILDING MAINTENANCE	8.70
	TOTAL:			704.26
GOLDEN STATE WATER COMPANY	PRE-EMPLOYMENT PHYSICALS	GENERAL FUND	NON-DEPARTMENTAL	210.00
	TOTAL:			210.00
HI-WAY SAFETY, INC.	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	5,693.59
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	7,282.58
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	818.16
	TOTAL:			13,794.33
HINDERLITER, DE LLAMAS & ASSOCIATES	CODE TRUCK EMERG. LIGHTS	GARAGE FUND	GARAGE	1,655.83
	TOTAL:			1,655.83
JOHNATHAN KROK	4 QTR 2020 & AUDIT SVCS.	GENERAL FUND	FINANCE	1,316.60
	TOTAL:			1,316.60
KAYLA STEINER	SLI TRAVEL/ TRAINING EXPEN	GENERAL FUND	PATROL	112.70
	TOTAL:			112.70
LANCE JACKSON	PRIMA BALLERINA	GENERAL FUND	SPECIAL CLASSES	347.10
	YOUTH HIP HOP	GENERAL FUND	SPECIAL CLASSES	195.00
	TOTAL:			542.10
LOWE'S	BAND FOR 4TH OF JULY	GENERAL FUND	NON-DEPARTMENTAL	1,750.00
	TOTAL:			1,750.00
MANHATTAN STITCHING COMPANY, INC.	AWNING REPAIRED- PRESCHOOL	GENERAL FUND	BUILDING MAINTENANCE	491.64
	AWNING SUPPLIES- PRESCHOOL	GENERAL FUND	BUILDING MAINTENANCE	37.06
	FLORESCENT LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	75.37
	TOTAL:			604.07
MIKE RARRAUGES SHOOTING ENTERPRISES	DAY CAMP SHIRTS	GENERAL FUND	DAY CAMP	1,944.89
	TOTAL:			1,944.89
MISC. VENDOR	8- PISTO RANGE - 05/13/21	GENERAL FUND	PATROL	176.00
	TOTAL:			176.00
NANCY ANN HARTMANN	ANALICIA LA SALLE	GENERAL FUND	NON-DEPARTMENTAL	1.00
	MAX BEGIN	GENERAL FUND	NON-DEPARTMENTAL	77.00
	MAX BEGIN	GENERAL FUND	NON-DEPARTMENTAL	8.00
	SOVANMONY MAM	GENERAL FUND	NON-DEPARTMENTAL	111.00
	THOMAS E. LASSER	GENERAL FUND	SPECIAL EVENTS	300.00
	TOTAL:			497.00
NEWPORT EXTERMINATING	BAND FOR MUSIC & MOVIES 07	GENERAL FUND	NON-DEPARTMENTAL	750.00
	TOTAL:			750.00
NEWPORT EXTERMINATING	GENERAL PEST CONTROL	GENERAL FUND	BUILDING MAINTENANCE	175.00
	20 BAIT STATIONS REFILLED	GENERAL FUND	BUILDING MAINTENANCE	60.00

WARRANTS 06/30/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COMMUNITY MEDIA CORP.	PUBLIC HEARING-BUDGET ADOP	GENERAL FUND	ADMINISTRATION	235.00
	PUBLIC HEARING 06/21/21	GENERAL FUND	ADMINISTRATION	305.00
	PUBLIC NOTICE- 06/23/21	GENERAL FUND	ADMINISTRATION	420.00
	106258 WASTE HAULER RFP	GENERAL FUND	PLANNING	475.00
	106527 NIB SUBURBIA	GAS TAX	PUBLIC WORKS ADMIN	480.00
	106527 NIB SUBURBIA	GAS TAX	CAPITAL PROJECTS	400.00
	106527 NIB SUBURBIA	GAS TAX	CAPITAL PROJECTS	400.00
			TOTAL:	2,880.00
	CONNECTION FEES (FEB,MAR,M	GENERAL FUND	NON-DEPARTMENTAL	10,741.00
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	537.05-
OUR LOS AL			TOTAL:	10,203.95
	CITY COUNCIL MING - 4TH QT	LOS ALAMITOS TV	LOS ALAMITOS TV	1,577.00
	PLANNING COMM. MING - 4TH	LOS ALAMITOS TV	LOS ALAMITOS TV	540.00
			TOTAL:	2,117.00
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	867.14
			TOTAL:	867.14
PETTY CASH	REFRESHMENTS VOLUNTEERS	GENERAL FUND	NON-DEPARTMENTAL	32.14
	CUPCKAES HOLDERS- VOLUNTEE	GENERAL FUND	NON-DEPARTMENTAL	15.07
	REC. ALL EMPLOYEE IN-SERVI	GENERAL FUND	RECREATION ADMINISTRAT	7.32
	DAY CAMP SUPPLIES- WINTER	GENERAL FUND	DAY CAMP	34.72
	SPORTS- LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS- LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS- LAUNDRY	GENERAL FUND	SPORTS	15.07
	SPORTS FIELD-GAS FOR TRACT	GENERAL FUND	SPORTS	14.42
	SPORTS- LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS- LAUNDRY	GENERAL FUND	SPORTS	20.00
PRINTMASTERS	SPORTS- LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS- LAUNDRY	GENERAL FUND	SPORTS	18.02
	SPORTS- LAUNDRY	GENERAL FUND	SPORTS	20.00
	LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	17.85
	TWEEN HOME ECONOMICS CLASS	GENERAL FUND	SPECIAL CLASSES	30.28
	MILEAGE REIMB. -H.GIVEN	GENERAL FUND	SPECIAL CLASSES	18.48
	TWEEN HOME ECONOMICS CLASS	GENERAL FUND	SPECIAL CLASSES	64.53
	HDMI CABLE	GENERAL FUND	SPECIAL CLASSES	15.21
	SUPPLIES- WINTER WONDERLAN	GENERAL FUND	SPECIAL EVENTS	38.75
			TOTAL:	441.86
MCKENZIE RICKS	VIP PARKING PASSES 4TH OF	GENERAL FUND	NON-DEPARTMENTAL	109.25
	4TH OF JULY COROPLAST SIGN	GENERAL FUND	SPECIAL EVENTS	502.55
			TOTAL:	611.80
	BEGINNING COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	407.55
	ADVANCED COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	129.35
			TOTAL:	536.90
SUZANNE ROADY-ROSS	T'AI CHI CHIH (BEG./INTERM	GENERAL FUND	SPECIAL CLASSES	131.95
			TOTAL:	131.95
SANBON PRO APPAREL	JR.SUPER STARTS SHIRTS	GENERAL FUND	SPORTS	106.67
			TOTAL:	106.67

WARRANTS 06/30/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SC FUELS	CREDIT FOR BARRELS RETURNE SC FUELS	GARAGE FUND GARAGE FUND	GARAGE GARAGE	75.00- 75.00 0.00
			TOTAL:	
SHI INTERNATIONAL CORP.		GENERAL FUND GENERAL FUND	PLANNING PLANNING	1,625.31 193.81 1,819.12
			TOTAL:	
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	ROCKS FOR COMM CENTER PLAN MULCH FOR COMM. CENTER PLA MULCH FOR COMM. CENTER PLA SOIL FOR KINMOUNT PROJECT WOOD CHIPS FOR ROBERTS PAR	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	STREET MAINTENANCE STREET MAINTENANCE STREET MAINTENANCE STREET MAINTENANCE PARK MAINTENANCE	35.98 98.00 84.89 20.48 44.21 283.56
			TOTAL:	
SOCAL AUTO & TRUCK PARTS INC.	OIL CHANGE-PW IRRIGATION T	GARAGE FUND	GARAGE	83.39 83.39
			TOTAL:	
ST. OF CALIFORNIA DEPT. OF JUSTICE	PRE-EMPLOYMENT FINGER PRIN	GENERAL FUND	NON-DEPARTMENTAL	224.00 224.00
			TOTAL:	
NANCY K. BOHL INCORPORATED	CONTRACT SERVICES- 05/2021	GENERAL FUND	POLICE ADMINISTRATION	750.00 750.00
			TOTAL:	
THE SHAMROCK COMPANIES	SAN BLADES FOR TREE PRUNIN CHISEL SET FOR SHOP	GARAGE FUND GARAGE FUND	GARAGE GARAGE	86.85 66.60 153.45
			TOTAL:	
WEST PUBLISHING CORPORATION	WEST INFO. DETECTIVES- 06/	GENERAL FUND	INVESTIGATION	292.78 292.78
			TOTAL:	
TIME WARNER CABLE	CABLE SERVICE	GENERAL FUND	ADMINISTRATION	71.57 71.57
			TOTAL:	
ULINE, INC.	ADA PADS	GENERAL FUND	STREET MAINTENANCE	726.84 726.84
			TOTAL:	
VERIZON WIRELESS	MDC 1-8; 05/11/21-06/10/21 JETPACK 1&2; 05/11/21-06/1 14 OFFICER CELLPHONES 3 DETECTIVE CELLPHONES CLO MONTHLY CELL CHARGE	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND	PATROL PATROL PATROL INVESTIGATION COMMUNITY OUTREACH	304.10 76.02 428.82 91.89 40.63 941.46
			TOTAL:	
WEST COAST ARBORISTS, INC.	TREE TRIMMING	GENERAL FUND	PARK MAINTENANCE	1,120.00 1,120.00
			TOTAL:	
POLLY WOMACK	NEEDLECRAFTS	GENERAL FUND	SPECIAL CLASSES	233.35 233.35
			TOTAL:	
WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY- MAY 2021 PROSECUTOR SVCS- MAY 2021	GENERAL FUND GENERAL FUND	CITY ATTORNEY CITY ATTORNEY	10,620.00 3,063.00 13,683.00
			TOTAL:	

WARRANTS 06/30/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	105,141.28		
20	GAS TAX	1,200.00		
28	LOS ALAMITOS IV	2,117.00		
50	GARAGE FUND	3,782.20		
GRAND TOTAL:		112,240.48		

Retirees Medical Reimbursement

Date: July 01, 2021

Number of Transactions: 17

Total Batch: \$9,794.23

Payroll 06/11/2021

-----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	\$16,372.79	\$12,033.07	\$0.00	\$703.22	\$3,636.50	\$2,213.70	\$2,769.39	\$11,389.70	
10-512 Finance	\$12,533.52	\$8,037.45	\$0.00	\$3,329.17	\$1,166.90	\$835.06	\$827.38	\$10,871.08	
10-521 Police Administration	\$53,178.73	\$15,292.14	\$0.00	\$34,479.53	\$3,407.06	\$4,229.99	\$17,584.94	\$31,363.80	
10-522 Police- Patrol	\$69,915.67	\$47,545.27	\$12,849.13	\$5,933.14	\$3,588.13	\$11,227.95	\$10,028.73	\$48,658.99	
10-523 Police- Investigation	\$12,822.74	\$6,885.00	\$1,221.32	\$1,519.00	\$3,197.42	\$2,802.40	\$1,988.98	\$8,031.36	
10-524 Police- Records	\$5,792.65	\$2,800.40	\$0.00	\$888.05	\$2,104.20	\$379.64	\$755.98	\$4,657.03	
10-526 Police- Community Outreach	\$2,046.61	\$1,225.60	\$0.00	\$568.58	\$252.43	\$158.34	\$317.12	\$1,571.15	
10-528 Police- Traffic	\$2,765.18	\$0.00	\$0.00	\$0.00	\$2,765.18	\$123.70	\$176.54	\$2,464.94	
10-529 Police- Emergency Preparedness	\$2,430.00	\$0.00	\$0.00	\$0.00	\$2,430.00	\$0.00	\$631.94	\$1,798.06	
10-531 Development Services- Administration	\$10,844.94	\$8,716.24	\$82.14	\$54.76	\$1,991.80	\$1,423.15	\$2,179.44	\$7,242.35	
10-532 Development Services- Planning	\$3,980.60	\$2,763.60	\$0.00	\$0.00	\$1,227.00	\$578.68	\$608.58	\$2,803.34	
10-533 Development Services- Neighborhood Preservation	\$1,612.32	\$0.00	\$0.00	\$0.00	\$1,612.32	\$60.46	\$137.99	\$1,413.87	
10-542 Development Services- Street Maintenance	\$9,660.60	\$7,687.40	\$0.00	\$0.00	\$1,973.20	\$1,818.72	\$972.43	\$6,869.45	
10-543 Development Services- Park Maintenance	\$3,635.70	\$1,848.60	\$600.80	\$308.10	\$878.20	\$555.86	\$356.48	\$2,723.36	
10-544 Development Services- Facility Maintenance	\$3,807.34	\$1,856.40	\$358.02	\$0.00	\$1,592.92	\$317.86	\$376.64	\$3,112.84	
10-551 Recreation Administration	\$9,750.80	\$6,275.58	\$0.00	\$1,740.12	\$1,735.10	\$2,056.32	\$1,277.48	\$6,417.00	
10-556 Recreation- Sports	\$23,141.04	\$0.00	\$0.00	\$87.88	\$23,053.16	\$857.80	\$1,687.00	\$20,586.24	
TOTALS	\$245,224.43	\$123,889.95	\$15,111.41	\$49,611.55	\$56,611.52	\$29,706.88	\$42,690.44	\$172,827.11	

REGULAR INPUT: 98 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 97

BENEFITS & WITHHOLDINGS

DESC	EARNINGS		DEDUCTIONS		TAXES		
	HRS	AMOUNT	CD	ABSV	EMPLOYEE	EMPLOYER	DESC
REG	3,130.08	\$123,889.95	125	I-125			
PTRG	1,775.00	\$34,542.56	129	I-129			
PHEO	57.50	\$2,012.50	AFP	AEFT	\$628.87		FED W/H
HOL	245.00	\$10,522.81	CMP	CLOAN	\$288.47		ST WH CA
OT	24.00	\$1,040.96	DCI	DCICM	\$65.89		MEDI
OTS	170.14	\$13,767.75	DCN	DCN	\$123.82		
STBY	4.00	\$302.70	DCP	DCPRS	\$1,965.00		
CAR	0.00	\$950.00	DD1	DDPOL	\$1,889.32		
CELL	0.00	\$790.00	DD2	DDPO2	\$1,225.76		
MEDR	0.00	\$3,500.00	DD3	DDPO3		\$286.55	
SPAS	0.00	\$420.16	DD4	DDMO1		\$222.65	
SPSK	0.00	\$333.70	DD6	DDMO3		\$601.11	
CCW	0.00	\$225.00	DIS	DISAF		\$8.11	
OCWE	0.00	\$200.00	DLI	DLIC		\$108.15	
UNIF	0.00	\$100.00	DLP	DLICE			
UN12	0.00	\$708.31	LAR	LARAD			
RTRO	0.00	\$148.80	IEA	LAERD			
ADML	40.00	\$3,644.00	LIF	LIFE			
COMP	40.00	\$1,074.00	LTD	A LTD			
EAU	42.00	\$1,941.18	MED	MDINS			
EA	42.00	\$-	PBB	PRSB			
COMA	27.00	\$-	PC2	PRC2R			
FUHO	45.67	\$2,222.03	PN1	PEPME			
STICK	62.92	\$2,064.63	PN2	PEPR			
VAC	119.83	\$4,580.78	PN3	PEPSE			
POST5	0.00	\$200.00	PN4	PEPSR			
POST7	0.00	\$1,631.76	POS	POAS			
POST8	0.00	\$325.92	PRO	PRMB			
POAD	30.00	\$2,733.00	PR2	PRSMR			
POFL	18.00	\$626.76	PR4	PRSSR			
POST	98.38	\$8,962.42	PR5	PRSB4			
POVA	285.42	\$21,762.75	PR6	PRSAF			

DEDUCTION GRAND TOTALS

EARNINGS		DEDUCTIONS		TAXES		
HRS	AMOUNT	CD	ABSV	EMPLOYEE	EMPLOYER	DESC
REG	3,130.08	125	I-125			
PTRG	1,775.00	129	I-129			
PHEO	57.50	AFP	AEFT	\$628.87		FED W/H
HOL	245.00	CMP	CLOAN	\$288.47		ST WH CA
OT	24.00	DCI	DCICM	\$65.89		MEDI
OTS	170.14	DCN	DCN	\$123.82		
STBY	4.00	DCP	DCPRS	\$1,965.00		
CAR	0.00	DD1	DDPOL	\$1,889.32		
CELL	0.00	DD2	DDPO2	\$1,225.76		
MEDR	0.00	DD3	DDPO3		\$286.55	
SPAS	0.00	DD4	DDMO1		\$222.65	
SPSK	0.00	DD6	DDMO3		\$601.11	
CCW	0.00	DIS	DISAF		\$8.11	
OCWE	0.00	DLI	DLIC		\$108.15	
UNIF	0.00	DLP	DLICE			
UN12	0.00	LAR	LARAD			
RTRO	0.00	IEA	LAERD			
ADML	40.00	LIF	LIFE			
COMP	40.00	LTD	A LTD			
EAU	42.00	MED	MDINS			
EA	42.00	PBB	PRSB			
COMA	27.00	PC2	PRC2R			
FUHO	45.67	PN1	PEPME			
STICK	62.92	PN2	PEPR			
VAC	119.83	PN3	PEPSE			
POST5	0.00	PN4	PEPSR			
POST7	0.00	POS	POAS			
POST8	0.00	PRO	PRMB			
POAD	30.00	PR2	PRSMR			
POFL	18.00	PR4	PRSSR			
POST	98.38	PR5	PRSB4			
POVA	285.42	PR6	PRSAF			

Payroll 06/25/2021

-----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	\$16,615.93	\$12,927.05	\$0.00	\$1,628.71	\$2,060.17	\$2,227.70	\$2,734.95	\$11,653.28	
10-512 Finance	\$7,884.97	\$7,855.20	\$79.77	\$0.00	\$150.00	\$667.58	\$773.18	\$6,444.21	
10-521 Police Administration	\$21,873.20	\$18,539.20	\$0.00	\$2,984.00	\$350.00	\$3,573.14	\$3,397.46	\$14,902.60	
10-522 Police- Patrol	\$127,627.78	\$47,312.49	\$13,528.34	\$63,284.63	\$3,502.32	\$17,278.36	\$20,654.90	\$89,694.52	
10-523 Police- Investigation	\$23,444.35	\$9,572.00	\$2,151.78	\$9,429.20	\$3,291.37	\$3,638.37	\$1,263.06	\$18,342.92	
10-524 Police- Records	\$5,620.16	\$4,156.00	\$0.00	\$0.00	\$1,464.16	\$375.43	\$725.99	\$4,518.74	
10-526 Police- Community Outreach	\$2,046.61	\$1,983.70	\$0.00	\$37.91	\$25.00	\$158.34	\$317.12	\$1,571.15	
10-528 Police- Traffic	\$2,288.36	\$0.00	\$0.00	\$0.00	\$2,288.36	\$105.81	\$139.81	\$2,042.74	
10-529 Police- Emergency Preparedness	\$2,400.00	\$0.00	\$0.00	\$0.00	\$2,400.00	\$0.00	\$222.26	\$1,777.74	
10-531 Development Services- Administration	\$10,606.14	\$6,402.64	\$82.14	\$1,621.36	\$500.00	\$1,411.24	\$2,102.68	\$7,092.22	
10-532 Development Services- Planning	\$5,125.70	\$2,605.68	\$0.00	\$552.72	\$1,967.30	\$622.37	\$625.95	\$3,877.38	
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	\$10,021.71	\$8,028.70	\$376.11	\$756.90	\$860.00	\$1,618.72	\$1,046.69	\$7,156.30	
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	\$3,449.32	\$2,121.60	\$0.00	\$0.00	\$1,327.72	\$317.86	\$276.95	\$2,854.51	
10-551 Recreation Administration	\$9,660.80	\$6,591.32	\$0.00	\$2,469.48	\$500.00	\$2,056.32	\$1,257.32	\$6,347.16	
10-556 Recreation- Sports	\$25,405.24	\$0.00	\$0.00	\$0.00	\$25,405.24	\$1,111.88	\$1,864.79	\$22,428.57	
TOTALS	\$279,820.15	\$132,383.58	\$16,218.14	\$82,764.91	\$48,453.52	\$36,243.43	\$38,227.41	\$205,349.31	

REGULAR INPUT: 98 MANUAL INPUT: 0 CHECK STUB COUNT: 3 DIRECT DEPOSIT STUB COUNT: 96

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

REGULAR MEETING – June 21, 2021

1. CALL TO ORDER

The City Council met in Regular Session at 6:02 p.m., Monday, June 21, 2021, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, 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
Craig Koehler, Interim Finance Director
Emeline Noda, Acting Rec. and Community Svcs. Director
Ron Noda, Acting Deputy City Manager
Eric R. Nunez, Police Chief
Windmera Quintanar, MMC, City Clerk

3. PLEDGE OF ALLEGIANCE

Mayor Chirco led the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Hasselbrink gave the Invocation.

5. PRESENTATIONS

Mayor Chirco presented the listed awards.

A. Presentation of California Parks and Recreation Society District 10 Volunteer Merit Award to Marilyn Poe

B. Presentation of Certificates of Recognition to the Grand Prize Winners of the Print Masters Art Contest:

- **Aashna Patel (Elementary Ages 6-8 Category)**
- **Alistair Wu (Elementary Ages 9-11 Category)**
- **Phyllisia Rosen (Middle School Category)**
- **Jacqueline Ng (High School Category)**
- **McKenna Madison**

C. Presentation of a Proclamation to the Parks, Recreation, and Cultural Arts Commission for Parks Make Life Better Month

D. Presentation by Lora Young, Director of Communications, of the Orange County Mosquito and Vector Control District Providing an Update on Activity in the City

Director Young gave a PowerPoint presentation and answered questions from the City Council.

E. Presentation by the City's Homeless Liaison Officer Providing an Update on Activity in the City

Sergeant Lee, Homeless Liaison Officer, gave a PowerPoint Presentation and answered questions from the City Council.

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.

Mayor Chirco opened Oral Communications.

Kalvin Alvarez, Constituent Services Manager, introduced himself to the City Council and provided an update on services being provided by Second District Supervisor Katrina Foley's office.

Mayor Chirco opened Oral Communications.

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 spoke regarding attendance at Chamber Ribbon Cuttings, the High School Graduation, Orange County Mosquito and Vector Control District Board Meeting and Operations Committee meeting, and Human Relations Committee. She stated support for local businesses highlighting the ones she recently visited, Coconut Rabbit, Pho 99 Plus, Doughnut Boss, and Cassidy's Nails.

Council Member Nefulda spoke regarding attendance at the Special and Regular meeting for West Cities Communications Center and the High School Graduation.

Council Member Bates spoke regarding attendance at the Library Advisory Meeting, League of California Cities (LOCC) Revenue and Taxation Committee, and Eagle Scout Graduation. He advised he would participate in the selection of

the recipient for the LOCC Lifetime Achievement Award.

Mayor Pro Tem Hasselbrink spoke regarding attendance at the Los Alamitos High School Graduation, Orange County Fire Authority Board meeting, and in person Fire Fighter Academy Graduation.

Mayor Chirco spoke regarding attendance at the Orange County Sanitation District Board meeting and Administrative Committee, Los Alamitos Vaccine Clinic at the Community Center, tour of the riverbeds with Sergeant Lee, Music and movies in the Park. He received a brief overview of the upcoming 4th of July event.

8. ITEMS FROM THE CITY MANAGER

None.

9. WARRANTS

Council Member Bates questioned to the cooperative agreement with Cypress for Public Affairs Consulting. City Manager Simmons advised that was in regards to COVID-19 outreach efforts.

Council Member Bates questioned to the general services charge from Placeworks. City Manager Simmons advised it was for the Town Center Specific Plan.

Motion/Second: Doby/Bates

Unanimously Carried: The City Council ratified the Warrants for the period from May 14, to June 2, 2021, in the amount of \$890,042.88.

ROLL CALL

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

10. CONSENT CALENDAR

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

Council Member Bates asked and received clarification on the following Consent Calendar Items:

- 10E – Staff is recommending continuing with the current contractor after a competitive bid process due to satisfaction with services to date
- 10F – Confirmation this is a living document and projects could be moved

- from year to year as needed
- 10G – Support for working with neighboring jurisdictions to assist with the cost

Motion/Second: Hasselbrink/Bates

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 May 17, 2021.

- B. Professional Services Agreement with Teri Black & Company, LLC for Police Chief Recruitment (Administration)**
This report sought consideration of approval for the hiring of Teri Black & Company Recruiting Agency for the Chief of Police Recruitment.

The City Council authorized the Mayor to execute a Professional Services Agreement with Teri Black & Company for Chief of Police Recruitment in an amount not to exceed \$28,680 for a term of no later than December 31, 2021.

- C. Resolution No. 2021-10 – Approving the Annual Appropriations Limit for Fiscal Year 2021-22 (Finance)**
Staff calculated the Fiscal Year 2021-22 Appropriations Limit as required by Article XIII B of the California Constitution. This item recommended the City Council establish its annual Appropriations Limit by Resolution.

The City Council adopted Resolution No. 2021-10, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2021-22.”

- D. Award of Consulting Services Agreement (CSA) with Fuscoe Engineering, Inc. Regarding the Annual Preparation of the City’s Program Effectiveness Assessment (PEA) Report (Development Services)**

On May 13, 2021, staff received and reviewed proposals submitted in response to Request for Proposals (RFP) 2021-05 regarding the annual assistance in preparation of the City’s Program Effectiveness Assessment (PEA) Report.

The City Council awarded the bid for RFP 2021-05 and authorized the Mayor to execute Consulting Services with Fuscoe Engineering, Inc. for annual assistance in preparation for the City’s Program Effectiveness Assessment (PEA) Report in an amount not to exceed \$15,000 annually for a term of two years, ending on June 21, 2023, unless extended by mutual

written agreement.

E. Award of Professional Services Agreement (PSA) with Crosstown Electrical & Data Inc. for Citywide Traffic Signal Maintenance Services

On May 19, 2021, staff received and reviewed responses to the City's Request for Proposals (RFP) 2021-06 for citywide Traffic Signal Maintenance Services.

The City Council awarded the bid for RFP 2021-06 and authorized the Mayor to execute the Professional Services Agreement with Crosstown Electrical & Data Inc., for Traffic Signal Maintenance Services in an amount not to exceed \$1,228.50 per month for a term of two years, ending on June 21, 2023, unless extended by mutual agreement.

**F. Measure M2 Seven Year Capital Improvement Program
(Development Services)**

To maintain its eligibility to receive Measure M2 sales tax revenue, the City is required to submit annual documentation on its transportation related programs to the Orange County Transportation Authority (OCTA). This year's needed submittal documentation requires the approval of an updated Measure M2 Seven Year Capital Improvement Program, the adoption of a resolution attesting to the County's Master Plan of Arterial Highways Circulation Element and Mitigation Fee Program, and a resolution concerning the Pavement Management Plan.

The City Council:

1. Approved and authorized Staff to submit to the Orange County Transportation Authority the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2021/22 through 2027/28, to comply with Measure M2 eligibility criteria; and,
2. Adopted Resolution No. 2021-11, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM"; and,
3. Adopted Resolution No. 2021-12, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM".

G. Professional Services Agreement for Crossing Guard Services with All City Management Services (ACMS) (Police)

The City of Los Alamitos has outsourced crossing guard services to All City Management Services (ACMS) since FY 2016-2017. ACMS has successfully and effectively provided crossing guard services since that time. Staff is supportive of continuing this relationship and has secured an agreement with ACMS to continue this service into the next fiscal year.

The City Council authorized the Mayor to execute Amendment 2 to the Professional Services Agreement for crossing guard services with All City Management Services in the amount of \$108,304.56, for a period of four years, ending June 30, 2025, unless extended by mutual written agreement.

11. PUBLIC HEARINGS

A. Adoption of the Fiscal Year 2021-22 Annual Operating and Capital Improvement Program Budget (Finance)

City Charter Sections 1201-1205 govern the development and adoption of the City's Annual Budget. Section 1203 requires a public hearing for public input on the proposed budget. Thereafter, the City Council shall adopt the budget with revisions, if any; establish estimated revenues, expenditure appropriations, and transfers of funds of the City.

City Manager Simmons introduced the item. Interim Finance Director Koheler gave a PowerPoint presentation.

Council and Staff discussed the following topics:

- Clarification regarding the Code Enforcement Officer part-time positions
- Update regarding the guardrails at Cerritos Ave. and preference for completing the project sooner rather than later
- Upcoming Code Enforcement app for residents to request service throughout the City and importance of monitoring and prompt responses
- Support for Pickle Ball court at Laure Park Tennis Court
- Importance of maintaining personal customer service as new technologies are launched
- The need to have staffing in place before programming can be extended
- Support for free senior transportation for local doctor appointments, grocery shopping, etc.
- Support for coordinating and promoting all programs available to residents including the School District and Youth Center
- Upcoming challenges to attract, hire, and maintain new Police Officers

- Recognition of the community and Council's support of the Police Department
- Possibility of having a Police sponsored youth program
- Overtime charges related to the shortage of Police Officers in the Department and decrease would not be recognized until the force was fully staffed
- Projected Year One Residential Street Improvements Map is a living document wherein projects could be moved around and all projects would come to Council for approval
- Concern that Bennington was not on the current list

Mayor Chirco opened the Public Hearing. There was no one present wishing to speak. City Clerk Quintanar advised no written testimony was received.

Motion/Second: Bates/Doby

Unanimously Carried: The City Council:

1. Reviewed, received, and filed the department overviews for Administration (City Manager, City Clerk), Finance, Police, Development Services, and Recreation and Community Services for Fiscal Year 2021-22; and,
2. Conducted a Public Hearing on the Proposed Annual Operating and Capital Improvement Program Budget; and,
3. Adopted Resolution No. 2021-13, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE ANNUAL OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2021-22"; and,
4. Adopted a Resolution No. 2021-14, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE SALARY SCHEDULE FOR EXECUTIVE AND NON-REPRESENTED EMPLOYEES EFFECTIVE JULY 4, 2021 AND REPLACING "C" OF RESOLUTION 2019-27", and,
5. Adopted a Resolution No. 2021-15, entitled "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, AMENDING THE HOURLY RATE SCHEDULE FOR PART-TIME EMPLOYEES EFFECTIVE JULY 4, 2021 AND REPEALING EXHIBIT "A" OF RESOLUTION 2020-40", and,

6. Adopted a Resolution No. 2021-16, entitled, "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, AMENDING THE SALARY SCHEDULE FOR CALIFORNIA TEAMSTERS 911 EMPLOYEES EFFECTIVE JULY 4, 2021 AND REPEALING EXHIBIT "3" OF RESOLUTION 201—26", and,
7. Adopted a Resolution No 2021-17, entitled "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, ADOPTING JOB DESCRIPTIONS".
8. Approved the inclusion of Year 1 of the Los Alamitos Residential Street Initiative in the FY 21/22 Budget with a project cost of \$1,248,615; and,
9. Requested the Budget Standing Committee study and review the different options available to the City in order to determine the feasibility of an Early PERS UAL Pay-down Plan and develop of needed policies and forward a recommendation to the City Council; and,
10. Requested the Budget Standing Committee study and review the different options available to the City for qualified expenditures American Rescue Plan (ARPA) and forward a recommendation to the City Council.

B. Ordinance 2021-02 – Amending Title 17 (Zoning) of the Los Alamitos Municipal Code (Development Services)

Since approval of the November 2019 zoning code (Title 17) update, staff has been working to identify sections of the Zoning Code that can be improved. The Zoning Code (Title 17) clarifications were considered by the Planning Commission, on March 24, 2021, and have been recommended to City Council for approval.

Interim Development Services Director Noda summarized the Staff report.

Mayor Chirco opened the Public Hearing. There was no one present wishing to speak. City Clerk Quintanar advised no written testimony was received.

Motion/Second: Doby/Nefulda

Unanimously Carried: The City Council:

1. Introduced for first reading, read by title only, and waive further reading of Ordinance No. 2021-02; and,
2. City Attorney Daudt read the title of Ordinance No. 2021-02, entitled,

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING TITLE 17 (ZONING) OF THE LOS ALAMITOS MUNICIPAL CODE TO CORRECT CLERICAL ERRORS AND OMISSIONS AND TO MAINTAIN INTERNAL CONSISTENCY (ZOA 21-01) (CITY INITIATED).”

3. Approved exemption from the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, 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) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

12. DISCUSSION ITEM

A. **Street Curb Address Painting Contract for 2021 (Development Services)**

In November of 2003, City Council adopted a resolution allowing non-profit organizations located outside of the City to benefit from the administration of a street address painting contract within the City. The City's process requires interested non-profit organizations apply bi-annually for City Council approval.

Interim Development Services Director Noda summarized the Staff report.

Council and Staff reviewed the stencil designs, discussed the ease of application and readability, and the desire to begin branding and beautifying the City.

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council:

1. Discussed stencil options and selected stencil option 2 for a cost of \$750.00; and,
2. Authorized street curb address painting services for 2021 on a strictly donation basis, with Canning Hunger; and,
3. Authorized the City Manager to issue a no fee solicitor's permit and no fee encroachment permit.

13. ADJOURNMENT

The City Council adjourned at 9:11 p.m.

Mark Chirco, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 19, 2021

ITEM NUMBER: 11B

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

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Adopt Ordinance 2021-02 – Amending Title 17 (Zoning) of the Los Alamitos Municipal Code

SUMMARY

City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2021-02 at the June 21, 2021 meeting. This Ordinance adopts a Zoning Ordinance Amendment (ZOA 21-01) to improve the Zoning Code (Title 17) through clarifications considered and recommended by the Planning Commission during its March 24, 2021 meeting (Citywide).

RECOMMENDATION

Adopt Ordinance No. 2021-02, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING TITLE 17 (ZONING) OF THE LOS ALAMITOS MUNICIPAL CODE TO CORRECT CLERICAL ERRORS AND OMISSIONS AND TO MAINTAIN INTERNAL CONSISTENCY (ZOA 21-01) (CITY INITIATED).”

BACKGROUND

Title 17 of the Los Alamitos Municipal Code, known as the Zoning Code, was updated by City Council in November 2019. As with any large living document, the Zoning Code requires continuous review in order to ensure it continues to best serving the needs of the community. Since its initial approval, Staff has identified additional code changes and clarifications aimed at clearing up ambiguities and streamlining internal processes.

DISCUSSION

This item was presented to the Planning Commission on March 24, 2021 and was recommended to City Council for approval. The City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2021-02 at the June 21, 2021 meeting.

A summary of the recommended revisions are set forth below. These changes have been identified by Staff and subsequently recommended for City Council approval by the Planning Commission. Ordinance 2021-02 incorporates these changes.

Recommended Zoning Code Changes		
Error or Omission	Los Alamitos Municipal Code Section	Section in Ordinance
Section 17.28.070 under the “Additional Requirements” applicable to Minimum Setbacks needs a correct reference to Section 17.08.030	17.08.030. Table 2-03	3
The 15 foot side entrance is confusing	17.08.070.A.3 & Figure 2-03 Side Yard Setback in R-2 and R-3 Zones	4, 5
Office Specific Use Regulation - Offices in P-L-I should require CUP, unless an industrial support office, and needs definition	17.10.020, Table 2-04	6, 20
Clarify CUP requirements for Bars, Lounges, Nightclubs, and Tasting Rooms	17.10.020, table 2-04	7,
Traffic School added as a use permitted in the C-O, C-G, and P-L-I zones	17.10.020, table 2-04	8
Adult Businesses are not mentioned in the Land Use Table	17.10.020, Table 2-04	9
Clarify CUP requirements for alcoholic beverage sales, for on-site or off-site consumption, in conjunction with an allowed use	17.10.020, Table 2-04	11
Health/Fitness Facilities Table is confusing	17.10.020, Table 2-04	10
Impound Yard added as a use allowed with CUP in the P-L-I zone	17.10.020, Table 2-04	12
Traffic School added as a use allowed with CUP in the TCMU zone.	17.12.030, Table 2-06	13
Social Service Facilities clarified as a use allowed with CUP in the TCMU zone.	17.12.030, Table 2-06	14
Projections code section is unclear	17.16.080.A.2 Balconies, Porches, Stairways, and Decks	15
Code needs to say that an air conditioning condenser on the roof needs architectural screening	17.16.100	16
There are two sections on Swimming Pools; delete redundant section.	17.16.140	17
Replace the term “Alcohol Sales, Off-Sale” with “Alcohol Sales, Off-Site”	17.22.030, Table 3-05	18
Window Signage Calculation needs to be Aggregate of all windows in unit	17.26.040.A.3	19
Reinsert address sign size description	17.26.060	20
Garage sales need to say up to 3 times a year without permit	17.46.040.C	21
Reinsert Calls for Review	17.60	22
Bedroom Definition Needed	17.74.020	23

Clarify definition of Office to account for Industrial Support Offices.	17.74.150	24, 25
Psychologist vs. Psychiatrist are confusing in code. Needs definition for purposes of parking requirement differentiation	17.74.150	26
Restaurant with Alcohol vs. onsite alcohol sales – these tables contradict each other	17.10.020, table 2-04	

FISCAL IMPACT

None.

Submitted by: Ron Noda, Acting Deputy City Manager
Approved by: Chet Simmons, City Manager

Attachment: 1. Ordinance No. 2021-02

ORDINANCE NO. 2021-02

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LOS ALAMITOS, CALIFORNIA, AMENDING TITLE 17
(ZONING) OF THE LOS ALAMITOS MUNICIPAL CODE
TO CORRECT CLERICAL ERRORS AND OMISSIONS
AND TO MAINTAIN INTERNAL CONSISTENCY (ZOA 21-
01) (CITY INITIATED)**

WHEREAS, on November 18, 2019, the Los Alamitos City Council adopted Ordinance No. 2019-03 implementing a comprehensive update to Title 17 (Zoning) of the Los Alamitos Zoning Code ("2019 Update"); and,

WHEREAS, following the 2019 Update staff identified provisions from prior versions of the Zoning Code that were inadvertently omitted from the 2019 Update, which are deemed necessary for uniform application and efficient administration of the City's zoning regulations; and,

WHEREAS, following the 2019 Update staff identified certain typographical and clerical errors requiring correction to ensure internal consistency within the Zoning Code; and,

WHEREAS, the Planning Commission opened a duly noticed Public Hearing concerning this proposed code amendment on March 24, 2021, and recommended City Council approval of this Ordinance; and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning the proposed code amendment on June 21, 2021 and,

WHEREAS, the City Council considered all applicable staff reports and all public testimony and evidence presented at the Public Hearing.

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Pursuant to Section 17.58.060 of the Los Alamitos Municipal Code, the following findings are made in support of this code amendment:

- a) *This Ordinance ensures and maintains internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with the Zoning Code.*

ZOA 21-01 does not conflict with any of the actions, goals, objectives, or policies of the General Plan and will not create any inconsistencies with the Zoning Code. This Ordinance corrects omissions, clerical errors, and adds provisions to clarify application of the City's zoning regulations, consistent

with the General Plan, to ensure uniform application and efficient administration of the Zoning Code.

- b) *This Ordinance will not be detrimental to the public convenience, health, interest, safety, or welfare of the City.*

ZOA 21-01 will enhance the public convenience, health, interest, safety, and welfare of the City by creating an internally consistent Zoning Code, which will aid staff in its uniform application and efficient administration of the Zoning Code.

- c) *This Ordinance has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's environmental review procedures.*

ZOA 21-01 corrects clerical errors and omissions and makes other textual revisions to the Zoning Code that will not result in any physical change to the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b) (3) – the project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

- d) *The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.*

ZOA 21-01 is intended to ensure internal consistency within the Zoning Code.

SECTION 3. Table 2-03 of Section 17.08.030 (Development Standards in Residential Zones) of Chapter 17.08 (Residential Zones) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended to replace an incorrect reference to Section 17.28.070 under the “Additional Requirements” applicable to Minimum Setbacks with a correct reference to Section 17.08.030 as shown below (deleted text in ~~strike through~~; new text in underline):

Development Feature	R-1	R-2	R-3	M-H	Additional Requirements
Minimum Setbacks					See Section 17.28.070 <u>17.08.030</u> regarding setback exceptions

SECTION 4. Subsection 3 of Section 17.08.070(A) (Exceptions to Development Standards in Residential Zones) of Chapter 17.08 (Residential Zones) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended and to read as follows (deleted text in ~~strike through~~; new text in underline):

3. **Side Yard Setback in R-2 and R-3 Zones.** Where a dwelling or dwellings have an entry from an interior side yard facing a common property line, the entry must open onto an minimum 15 foot by 15 foot outdoor court. ~~The minimum length of the outer court wall which parallels the side lot line shall be 15 feet and that minimum wall length shall be located directly across from the entry to provide screening. The wall shall have a minimum height of four feet and a maximum height of six feet. The dwelling entry shall be set back a minimum of 15 feet from such side lot line.~~

SECTION 5. Figure 2-03 (Side Yard Setback for Setback for R-2 and R-3 Zones with Interior Side Entry) of Section 17.08.070 (Exceptions to Development Standards in Residential Zones) of Chapter 17.08 (Residential Zones) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby deleted.

SECTION 6. Table 2-04 of Section 17.10.020 (Allowed Uses and Permit Requirements for Commercial and Industrial Zones) of Chapter 17.10 (Commercial and Industrial Zones) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by adding the "Industrial Support Office" use as shown below (new text in underline):

P: Permitted Use A: Permitted as an Accessory Use AUP: Administrative Use Permit		CUP: Conditional Use Permit —: Use not allowed TUP: Temporary Use Permit		
	Permit Required by Zone			Specific Use Regulations
Use	C-O	C-G	P-L-I	
BUSINESS, FINANCIAL, AND PROFESSIONAL OFFICE				
Office, Business and Professional (not including Medical and Dental Office, <u>or Industrial Support Office</u>)	P	P	CUP	1) In the C-G zone in multi-story structures, offices may occupy up to 100 percent of the gross floor area in the second and higher stories, and up to 15 percent of the ground floor upon verification of the square footage by the Director. In no case shall any single office space on the ground floor exceed 3,000 square feet total. 2) In the C-G zone, in single-story structures located in shopping centers, up to 15 percent of the gross floor area of the center is allowed for office uses upon verification of the square footage by the Director. In no case shall any single office space exceed 3,000 square feet total.
<u>Office, Industrial Support Office</u>	<u>P</u>	<u>P</u>	<u>P</u>	

SECTION 7. Table 2-04 of Section 17.10.020 (Allowed Uses and Permit Requirements for Commercial and Industrial Zones) of Chapter 17.10 (Commercial and Industrial Zones) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended to clarify the

CUP requirements for “Bars, Lounges, Nightclubs, and Tasting Rooms” and “Alcoholic beverage sales, for on-site or off-site consumption, in conjunction with an allowed use” as shown below (deleted text in ~~strike through~~; new text in underline):

P: Permitted Use A: Permitted as an Accessory Use AUP: Administrative Use Permit		CUP: Conditional Use Permit —: Use not allowed TUP: Temporary Use Permit		
	Permit Required by Zone			Specific Use Regulations
Use	C-O	C-G	P-L-I	

EATING AND DRINKING ESTABLISHMENTS				
Bars, Lounges, Nightclubs, and Tasting Rooms	CUP	<u>CUP P</u>	CUP	

SECTION 8. Table 2-04 of Section 17.10.020 (Allowed Uses and Permit Requirements for Commercial and Industrial Zones) of Chapter 17.10 (Commercial and Industrial Zones) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by adding the “Traffic School” use as shown below (new text in underline):

P: Permitted Use A: Permitted as an Accessory Use AUP: Administrative Use Permit		CUP: Conditional Use Permit —: Use not allowed TUP: Temporary Use Permit		
	Permit Required by Zone			Specific Use Regulations
Use	C-O	C-G	P-L-I	

PUBLIC AND ASSEMBLY USES				
<u>Traffic School</u>	<u>P</u>	<u>P</u>	<u>P</u>	

SECTION 9. Table 2-04 of Section 17.10.020 (Allowed Uses and Permit Requirements for Commercial and Industrial Zones) of Chapter 17.10 (Commercial and Industrial Zones) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by adding the “Adult Businesses” use as shown below (new text in underline):

P: Permitted Use A: Permitted as an Accessory Use AUP: Administrative Use Permit		CUP: Conditional Use Permit —: Use not allowed TUP: Temporary Use Permit		
	Permit Required by Zone			Specific Use Regulations
Use	C-O	C-G	P-L-I	

RECREATION AND ENTERTAINMENT				
<u>Adult Businesses</u>	—	—	<u>P</u>	<u>See Section 17.28.040 (Adult Businesses)</u>
Arcade (Electronic Game Center)	CUP	CUP	—	See Section 17.28.070 (Arcades)
Commercial Recreation – Indoors	CUP	CUP	CUP	
Commercial Recreation - Outdoors	—	CUP	—	

Entertainment, Indoor ¹	CUP ²	CUP ²	—	1) Excludes uses that are regulated under Section 17.28.40 (Adult Businesses). 2) Auditoriums, meeting halls, and theaters allowed in C-G only.
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SECTION 10. Table 2-04 of Section 17.10.020 (Allowed Uses and Permit Requirements for Commercial and Industrial Zones) of Chapter 17.10 (Commercial and Industrial Zones) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by deleting the CUP and AUP designations from the “Health and Fitness” row as shown below (deleted text in ~~strike~~through):

P: Permitted Use A: Permitted as an Accessory Use AUP: Administrative Use Permit		CUP: Conditional Use Permit —: Use not allowed TUP: Temporary Use Permit		
	Permit Required by Zone			Specific Use Regulations
Use	C-O	C-G	P-L-I	

RECREATION AND ENTERTAINMENT				
Health/Fitness Facilities	CUP	AUP	CUP	
Health/Fitness Facilities – Small	P	P	P	
Health/Fitness Facilities - Large	CUP	CUP	CUP	

SECTION 11. Table 2-04 of Section 17.10.020 (Allowed Uses and Permit Requirements for Commercial and Industrial Zones) of Chapter 17.10 (Commercial and Industrial Zones) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended to clarify the CUP requirements for “Alcoholic beverage sales, for on-site or off-site consumption, in conjunction with an allowed use” as shown below (deleted text in ~~strike~~through; new text in underline):

P: Permitted Use A: Permitted as an Accessory Use AUP: Administrative Use Permit		CUP: Conditional Use Permit —: Use not allowed TUP: Temporary Use Permit		
	Permit Required by Zone			Specific Use Regulations
Use	C-O	C-G	P-L-I	

RETAIL USES				
Alcohol Beverage Sales				
Alcohol Sales, for Off-Site Consumption	—	CUP	—	See Section 17.28.060 (Alcoholic Beverage Retail Sales)
Alcoholic beverage sales, for on-site or off-site consumption, in conjunction with an allowed use	CUP	<u>CUP</u> P	— <u>CUP</u>	<u>In grocery stores of 8,000 square feet or more in size, a CUP is not required if the total alcoholic beverage sales area is less than 20% of the total sales area, as determined by the Director</u>

				If alcoholic beverage sales area exceeds 20% or more of total sales area, as determined by the Director, a CUP shall be required See Section 17.28.060 (Alcoholic Beverage Retail Sales)
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SECTION 12. Table 2-04 of Section 17.10.020 (Allowed Uses and Permit Requirements for Commercial and Industrial Zones) of Chapter 17.10 (Commercial and Industrial Zones) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended to add the “Impound Yard – no dismantling or wrecking” use as shown below (new text in underline):

P: Permitted Use A: Permitted as an Accessory Use AUP: Administrative Use Permit		CUP: Conditional Use Permit —: Use not allowed TUP: Temporary Use Permit		
	Permit Required by Zone			Specific Use Regulations
Use	C-O	C-G	P-L-I	

SERVICE USES				
Vehicle Repair and Services				
<u>Impound Yard – no dismantling or wrecking</u>	—	—	CUP	<u>Storage and activities shall be conducted within an enclosed structure or an area enclosed by solid, decorative masonry walls with solid gates not less than six feet in height. Walls and gates shall be maintained in a sound and aesthetically pleasing fashion. Vehicles shall be screened from public view and shall not be stacked higher than the block wall. Vehicles may not be stored outside the enclosed yard area. Storage areas shall be paved and landscaped in compliance with applicable standards</u>

SECTION 13. Table 2-06 of Section 17.12.030 (Commercial Uses Required along Street Frontages) of Chapter 17.12 (Town Center Mixed Use) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by adding the “Traffic School” use as shown below (new text in underline):

P: Permitted Use	CUP: Conditional Use Permit
A: Permitted as an Accessory Use	—: Use not allowed
AUP: Administrative Use Permit	TUP: Temporary Use Permit
	UF: Permitted Only on Upper Floor(s)

Land Use	TCMU	Special Use Regulations
EDUCATION		
<u>Traffic School</u>	<u>CUP</u>	

SECTION 14. Table 2-06 of Section 17.12.030 (Commercial Uses Required along Street Frontages) of Chapter 17.12 (Town Center Mixed Use) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended to clarify the CUP requirements for “Social Service Facilities” as shown below (deleted text in ~~strike through~~; new text in underline):

P: Permitted Use	CUP: Conditional Use Permit
A: Permitted as an Accessory Use	—: Use not allowed
AUP: Administrative Use Permit	TUP: Temporary Use Permit
	UF: Permitted Only on Upper Floor(s)

Land Use	TCMU	Special Use Regulations
SERVICE USES		
Social Service Facilities	<u>— CUP</u>	

SECTION 15. Subsection 2 of Section 17.16.080(A) (Projections into Required Setbacks) of Chapter 17.16 (General Development Standards) of Division 3 (Site Planning and General Development Standards) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended to read as follows (deleted text in ~~strike through~~; new text in underline):

2. **Balconies, Porches, Stairways, and Decks.** Open, uncovered, raised porches, landing places, or outside stairways may project not closer than three feet to a side parcel line in any zoning district, and no more than six feet into a required front or rear setback in any residential zoning district. ~~Uncovered balconies, uncovered porches, outside stairways, and decks may extend not more than six feet into the required setback distance.~~

SECTION 16. Section 17.16.100 (Screening and Buffering), Paragraph B (Mechanical Equipment, Loading Docks, and Refuse Areas) of Chapter 17.16 (General Development Standards) of Division 3 (Site Planning and General Development Standards) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended to add Subsection 4 to read as follows (new text in underline):

4. Roof-mounted mechanical equipment (e.g., air conditioning condenser) on the roof shall be screened by architecturally compatible screening that is designed to the satisfaction of the Director.

SECTION 17. Section 17.16.140 (Swimming Pools and Spas) of Chapter 17.16 (General Development Standards) of Division 3 (Site Planning and General Development Standards) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby deleted and

removed without replacement.

SECTION 18. Table 3-05 of Section 17.22.030 (Required Parking Spaces) of Chapter 17.22 (Parking and Loading) of Division 3 (Site Planning and General Development Standards) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by replacing the term “Alcohol Sales, Off-Sale” with “Alcohol Sales, Off-Site” as shown below (deleted text in ~~striketrough~~; new text in underline):

Use Classification	Required Parking Spaces
RETAIL USES	
Alcohol Sales, Off-Sale <u>Off-Site</u>	1 space/250 sf

SECTION 19. Subsection 3 of Section 17.26.040(A) (Exempt Signs) of Chapter 17.26 (Signs) of Division 3 (Site Planning and General Development Standards) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended to read as follows (deleted text in ~~striketrough~~):

3. Window signs not exceeding 25 percent of the aggregate window area ~~on which they are affixed or viewed from.~~

SECTION 20. Section 17.26.060 (General Requirements for All Signs) of Chapter 17.26 (Signs) of Division 3 (Site Planning and General Development Standards) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended to add Subsection H to read as follows (new text in underline):

H. **Address Numbers.** Street addresses shall be on buildings and incorporated into new freestanding signs or shall be placed on the structure in a position that the address is visible and legible from the street or road fronting the property. The numbers should be no less than six inches in height with a one-inch stroke, and shall be internally or externally illuminated.

SECTION 21. Subsection C of Section 17.46.040 (Allowed Temporary Uses) of Chapter 17.46 (Temporary Use Permits) of Division 5 (Land Use and Permit Procedures) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby removed and relocated to Section 17.46.030 (Exempt Temporary Uses) as new Section 17.46.030(C) to read as follows:

C. **Estate Sales.** Estate, garage, or yard sale events on a single residential property or group of residential properties shall be limited to no more than three events within a 12-month period and for no more than three consecutive days for each event.

SECTION 22. Chapter 17.60 (Appeals) of Division 6 (Zoning Code Administration, Hearing Procedures, and Legislative Actions) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended and restated to read as follows:

Chapter 17. 60 APPEALS AND CALLS FOR REVIEW

Chapter 17.60 APPEALS

17.60.010 Standing to Appeal

Any person may appeal a decision of the Development Services Director or the Planning Commission, except that administrative decisions requiring no discretionary judgment may not be appealed.

17.60.020 Time to File Appeal

An appeal must be filed in writing within ten (10) calendar days of the rendering of a decision which is being appealed.

17.60.030 Content of Appeal Filing

An appeal must be submitted in writing and shall:

- A. Include a statement specifically identifying the portion(s) of the decision with which the appellant disagrees and the basis in each case for the disagreement; and
- B. Be accompanied by the applicable fees as may be established by City Council resolution and such other documents and information as the Development Services Director deems necessary to adequately explain and to provide proper notification of the appeal.

17.60.040 Course of Appeals

- A. Decisions of the Development Services Director shall be appealed to the Planning Commission. Such appeals shall be filed with the Development Services Director.
- B. Decisions of the Planning Commission shall be appealed to the City Council. Such appeals shall be filed with the City Clerk.
- C. The Development Services Director or City Clerk, as applicable, shall have the authority to combine multiple appeal filings for a single public hearing.

17.60.050 Hearings and Notice

- A. Within thirty (30) days after the receipt of a notice of appeal and fee, or after a member of the City Council calls a decision up for review in accordance with Section 17.60.060, the appeal shall be transmitted to either:
 - 1. **Appeals to the Planning Commission.** The Development Services Director, who shall place the item on the Planning Commission agenda; or

2. **Appeals to the City Council.** The City Clerk, who shall place the item on the City Council agenda.

B. Action on an appeal shall be “de novo” review and shall be considered at the same type of hearing and after the same notice and scheduling requirements applicable to the original decision.

C. In the event new or different evidence is presented on appeal, the City Council may, but shall not be required to return the matter to the Planning Commission for further consideration.

17.60.060 Calls for Review

A. As an additional safeguard to avoid results inconsistent with the purposes of this Title, any order, requirement, decision, determination, interpretation or ruling of the Planning Commission may be called up for City Council review upon the written request of any one City Council member.

B. Form and Content. A call for City Council review may be initiated by any one member of the City Council and shall be filed in writing with the City Clerk within ten (10) calendar days of the Planning Commission action called up for review. The Call for review shall not state that the Planning Commission has committed error or otherwise suggest that the City Council member seeking review has predetermined the matter to be heard by the City Council.

C. Filing Fees. Calls for City Council review shall be exempt from any appeal fees as may be established by City Council.

D. Effect on Decisions. Planning Commission actions that are called up for review shall not become effective until the review is resolved.

SECTION 23. Section 17.74.020 (B Definitions) of Chapter 17.74 (Definitions) of Division 7 (Definitions) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by adding a definition of “bedroom” to read as follows (new text in underline):

Bedroom. Any separate room normally used for sleeping purposes, that contains at least 70 square feet of floor area and that is not accessed directly from a garage, whether designated as a bedroom or as a den, study, library, bonus room, media room, or other similar term, specifically excluding dining room, living room, kitchen, hall, and bathroom.

SECTION 24. Section 17.74.150 (O Definitions) of Chapter 17.74 (Definitions) of Division 7 (Definitions) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by revising the definition of “Office – Business and Professional (Non-Medical and Dental Office)” to read as follows (deleted text in ~~strike through~~; new text in underline):

Offices.

Business and Professional (Non-Medical and Dental Office, and

Non-Industrial Support Office).

Offices of firms or organizations providing professional, executive, management, or administrative services, such as accounting, ~~architectural, computer software design, engineering, graphic design, interior design,~~ legal offices, financial, insurance, and tax preparation offices, but excluding banks and savings and loan associations (see “Financial Institutions and Related Services” and “Check Cashing and/or Payday Loans”).

SECTION 25. Section 17.74.150 (O Definitions) of Chapter 17.74 (Definitions) of Division 7 (Definitions) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by adding a definition of “Office – Industrial Support” to read as follows (new text in underline):

Offices.

Industrial Support. Office use providing goods or services for building trades or industrial businesses, such as architects, engineers, designers, building contractor management, industrial advisory, maintenance or repair scheduling, import/export offices, insurance or banking to solely industrial business, parts, materials, supplies, or aftermarket product movement.

SECTION 26. Section 17.74.150 (O Definitions) of Chapter 17.74 (Definitions) of Division 7 (Definitions) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by revising the definition of “Office – Medical and Dental Office)” to read as follows (deleted text in ~~strikethrough~~; new text in underline):

Offices.

Medical and Dental Office. Office use providing consultation, diagnosis, therapeutic, preventive, or corrective ~~ser~~ treatment services by doctors, dentists, chiropractors, acupuncturists, optometrists, and similar medical professionals, medical and dental laboratories within medical office buildings but excluding clinics or independent research laboratory facilities and hospitals (see “Hospitals and Clinics”), and similar practitioners of medical and healing arts for humans licensed for such practice by the State of California. Counseling services conducted by any person other than a medical doctor or psychiatrist (e.g., Licensed Marriage and Family Therapist, Licensed Professional Clinical Counselor etc.) are included under “Business and Professional Offices” designation. Incidental medical and/or dental research within the office is considered part of the office use, where it supports the on-site patient services.

SECTION 27. Section 17.74.220 (B Definitions) of Chapter 17.74 (Definitions) of Division 7 (Definitions) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by adding a definition of “traffic school” to read as follows (new text in underline):

Traffic School. An educational facility providing instructional classes on driving and traffic safety.

SECTION 28. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 29. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 19 day of July, 2021.

Mark A. Chirco, Mayor

ATTEST:

Windmera Quintanar, CMC, 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, CMC, City Clerk of the City of Los Alamitos, do hereby

certify that the foregoing Ordinance No.2021-02 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of June, 2021 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 19th day of July, 2021, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Windmera Quintanar, CMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 19, 2021

ITEM NUMBER: 11C

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

**Presented By: Ron Noda, Acting Deputy City Manager
Chris Kelley, City Engineer**

Subject: Notice of Completion (NOC) for the Old Town West Traffic Calming Project (CIP No. 20/21-01)

SUMMARY

City Council awarded the contract for the Old Town West Calming Project – Phase 1 (CIP No. 20/21-01) to PCI at the January 19, 2021 meeting. Staff is recommending that 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.

RECOMMENDATIONS

1. Accept as complete the construction for the Old Town West Traffic Calming Project (CIP No. 20/21-01) by PCI; and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$2,440.41 thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

The plans and specifications for Old Town West Traffic Calming Project – Phase 1 (CIP No. 20/21-01) were approved by City Council on 10/12/2020. Council approved the Award of Bid to PCI on 01/19/2021. The project consisted of traffic calming measures that incorporated street markings including buffer zones installed between travel lanes and parked vehicles to create space when opening doors. The buffer zone provides additional clearance to improve visibility when backing up. This was the first phase of traffic calming and evaluation of the measures will be done during a 6 - 8 month period. If the measures are deemed effective, the remaining areas in Old Town West (Phase 2) will be brought back to City Council as part of the Capital Improvement Project list.

DISCUSSION

PCI implemented a striping plan to calm vehicle traffic. Below are the areas where calming measures were installed.

- Walnut Street between Katella Avenue and Sausalito Street.
- Chestnut Street between Cerritos Avenue and Katella Avenue.

Work on this project is now complete and found acceptable by the City and Traffic Engineer. Staff recommends acceptance of the work in conjunction with the processing of the Notice of Completion/Final Report and release of the retention as prescribed by the Public Contracts Codes.

FISCAL IMPACT

The project had a funding budget of \$45,000 through Fiscal Year 2020-21 Measure M Funds. The project total was \$48,806.75. The overage was due to increases in quantities, extended limits of striping, and removal of existing faded striping. The overage of \$3,806.75 will be paid out of Measure M savings from other projects that came in under budget.

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

Attachment: 1. CIP No. 20/21-01 Notice of Completion



RECORDING REQUESTED BY
AND MAIL TO:

City Clerk
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

Los Alamitos Old Town West Traffic Control Project - CIP 20/21-01

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of :

The City of Los Alamitos updated striping for traffic calming in the Old Town West neighborhood as part of a phase 1 pilot program.
4. The work was completed on 05/24/2021
5. The contractor was: PCI

Dated 07/06/2021


Chris Kelley, City Engineer, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I, Chris Kelley, City Engineer of Los Alamitos, a Municipal Corporation, and that he executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the the facts therein stated are true.


Chris Kelley, City Engineer

Dated: 07/06/2021

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 19, 2021

ITEM NUMBER: 11D

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

**Presented By: Ron Noda, Acting Deputy City Manager
Chris Kelley, City Engineer**

**Subject: Award of Bid for the Suburbia Neighborhood Street
Improvement Project (CIP 20/21-03)**

SUMMARY

This report recommends award of a bid to begin construction of the street grinding and overlay work for the Suburbia Neighborhood Street Improvement Project.

RECOMMENDATIONS

1. Award construction for the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03) in the amount of \$337,000 to Onyx Paving Company, Inc.; and,
2. Authorize the Mayor to execute the contract with Onyx Paving Company, Inc. for the project; and,
3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$33,700.00.

BACKGROUND

The Suburbia Neighborhood Street Improvement Project (CIP 20/21-03) includes grind and overlay portions of the Suburbia Neighborhood streets as part of the City's ongoing pavement management program. The project will also replace damaged curb and gutter and lifted sidewalk to correct drainage issues. The project includes the following streets in the Suburbia neighborhood:

- Rochelle Street
- Linda Way
- Barbi Lane
- Maple Street
- Kelly Lane
- Denwood Avenue

DISCUSSION

Notices announcing the solicitation of bids were posted in local publications including The News-Enterprise and the F.W. Dodge publication known as the "Green Sheet".

Seven total bids were received and publicly opened on June 22, 2021 at 11:00 am. The bid results are provided below:

ONYX PAVING	\$ 337,000.00
R.J. NOBLE CO	\$ 339,685.00
SEQUEL CONTRACTORS	\$ 339,939.00
HARDY & HARPER	\$ 345,000.00
COPP CONTRACTING	\$ 359,175.00
ALL AMERICAN ASPHALT	\$ 363,608.00
EXCEL PAVING	\$ 399,080.00
Average	\$ 354,783.86

Staff has determined that the lowest responsible bid submitted was from Onyx Paving Company, Inc. with the total bid amount of \$337,000.00.

The following represents an approximate timeline for the completion of the project which consists of grind and overlay of streets, curb and gutter repair, lifted sidewalk repair, and signing and striping:

- 07/19/21 Award of Contract by the City Council
- 08/09/21 Start of construction
- 10/04/21 End of construction

FISCAL IMPACT

Funding for this project was appropriated as part of the adoption of the FY 2021/2022 Budget.

The total project cost is \$459,930. The cost breakdown includes \$337,000 for construction through Onyx Paving, Inc., design and construction management from Willdan Engineering for \$89,230, and a project contingency of \$33,700.

Available funding for the project 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

Attachment:

- 1. Articles of Agreement for CIP No. 20/21-03*
- 2. Bid Breakdown – Suburbia Neighborhood Street Improvement Project*
- 3. Bid and Specs for CIP No. 20/21-03*
- 4. Plans for CIP No. 20/21-03*



ARTICLES OF AGREEMENT

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS SPECIFICATION NO. CIP 20/21-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS SPECIFICATION NO. CIP 20/21-03, ("AGREEMENT") is made and entered into for the above-stated project this 19th of July, 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 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 sum of Three Hundred Thirty Seven Thousand, and Zero Cents (\$337,000.00), unless specifically approved in advance and in writing by GENCY.

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 or 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
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

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 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 Three Hundred Thirty Seven Thousand, and Zero Cents (\$337,000.00), 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)

(EXECUTE IN DUPLICATE)

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 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 of Three Hundred Thirty Seven Thousand, and Zero Cents (\$337,000.00), 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: SUBURBIA NEIGHBORHOOD 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 or 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)

(EXECUTE IN DUPLICATE)

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 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 One Hundred Sixty-Eight Thousand, Five Hundred and Zero Cents (\$168,50.00), 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
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 **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

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 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
SUBURBIA NEIGHBORHOOD STREET IMPROVEMENT PROJECT
SPECIFICATION NO. CIP 20/21-03

BID OPENING: JUNE 22, 2021 AT 11:00 AM

Attachment 2

				ONYX PAVING COMPANY, INC		R.J. NOBLE COMPANY		SEQUEL CONTRACTORS, INC.		HARDY & HARPER, INC.		COPP CONTRACTING, 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	14,978.70	\$14,978.70	13,000.00	\$13,000.00	1,500.00	\$15,000.00	16,605.00	\$16,605.00	15,700.00	\$15,700.00
2	Traffic Control	1	LS	37,000.00	\$37,000.00	30,000.00	\$30,000.00	20,339.00	\$20,339.00	20,000.00	\$20,000.00	4,500.00	\$4,500.00
3	Project Informaion Sign	1	EA	2,000.00	\$2,000.00	700.00	\$700.00	750.00	\$750.00	1,600.00	\$1,600.00	900.00	\$900.00
4	Cold Mill Existing AC Pavement (0-Inch to 1.5-Inch Varying Depth)	55,000	SF	0.18	\$9,900.00	0.24	\$13,200.00	0.29	\$15,950.00	0.31	\$17,050.00	0.31	\$17,050.00
5	Construct 1.5-Inch ARHM Overlay Uniform Depth	1,170	TN	89.89	\$105,171.30	90.50	\$105,885.00	95.00	\$111,150.00	100.00	\$117,000.00	110.00	\$128,700.00
6	Remove and Construct 6-Inch Thick AC Pavement	180	TN	150.00	\$27,000.00	160.00	\$28,800.00	250.00	\$45,000.00	205.00	\$36,900.00	155.00	\$27,900.00
7	Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2	1,450	LF	43.00	\$62,350.00	60.50	\$87,725.00	55.00	\$79,750.00	53.00	\$76,850.00	65.00	\$94,250.00
8	Removed and Construct 4-Inch Thick PCC Sidewalk per SPPWC Stad Plan 113-2	1,000	SF	8.50	\$8,500.00	10.50	\$10,500.00	9.50	\$9,500.00	9.00	\$9,000.00	11.00	\$11,000.00
9	Removed and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 3	4	EA	4,400.00	\$17,600.00	3,800.00	\$15,200.00	3,500.00	\$14,000.00	4,500.00	\$18,000.00	5,100.00	\$20,400.00
10	Remove and Construct Curb Drain per WPPWC Std Plan 150-3	11	EA	2,000.00	\$22,000.00	125.00	\$1,375.00	200.00	\$2,200.00	650.00	\$7,150.00	1,400.00	\$15,400.00
11	Install Detectable Warning Surface Per SPPWC Std Plan 111-5	1	Ea	1,000.00	\$1,000.00	750.00	\$750.00	550.00	\$550.00	1,500.00	\$1,500.00	1,100.00	\$1,100.00
12	Adjust Manhole Frame to Grade	12	EA	800.00	\$9,600.00	790.00	\$9,480.00	550.00	\$6,600.00	650.00	\$7,800.00	650.00	\$7,800.00
13	Adjust Water Valve to Grade	23	EA	300.00	\$6,900.00	790.00	\$18,170.00	550.00	\$12,650.00	415.00	\$9,545.00	425.00	\$9,775.00
14	Signing and Striping	1	Ls	13,000.00	\$13,000.00	4,900.00	\$4,900.00	6,500.00	\$6,500.00	6,000.00	\$6,000.00	4,700.00	\$4,700.00
TOTAL					\$337,000.00		\$339,685.00		\$339,939.00		\$345,000.00		\$359,175.00
PROJECT TOTAL				\$337,000.00		\$339,685.00		\$339,939.00		\$345,000.00		\$359,175.00	

CITY OF LOS ALAMITOS
SUBURBIA NEIGHBORHOOD STREET IMPROVEMENT PROJECT
SPECIFICATION NO. CIP 20/21-03

BID OPENING: JUNE 22, 2021 AT 11:00 AM

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

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 possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

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

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

**“SEALED BID FOR 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

INSTRUCTIONS TO BIDDERS

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS SPECIFICATION NO. CIP 20/21-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **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 possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years experience in the magnitude and character of the work bid.

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

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

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

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

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

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

B1.13 PROPOSAL GUARANTEE

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

B1.14 MODIFICATION OF PROPOSAL

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

B1.15 WITHDRAWAL OF PROPOSAL

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

B1.16 POSTPONEMENT OF BID OPENING

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

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

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

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

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

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

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

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

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 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 sum of Dollars (\$_____) unless specifically approved in advance and in writing by AGENCY

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

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

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

ARTICLE VI: Insurance

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

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

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

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

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

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

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

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

CONTRACTOR:

Contractor’s Business Name

Contractor’s Sign Name, Title

Contractor’s License No. XXXXXX

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

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

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

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**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)

(EXECUTE IN DUPLICATE)

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)

(EXECUTE IN DUPLICATE)

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 complete reaction prior to transfer to any storage tank or use of the reaction tank for feed 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 Subsection 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

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: Crafcro Polyflex Type III

--

Date _____

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	

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 joints of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard PG 64-10 uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40° F in the shade. A tack coat shall be applied at the following:

1. Pavement joins;
2. Areas where new pavement meets existing pavements;
3. Areas where lift sections from pavement placed on different days meet;
4. Trenches;
5. Areas where existing striping has been sandblasted; and
6. Raised valves and manhole covers.

Full compensation for furnishing and applying tack coat shall be considered as included in the contract price paid per ton of Asphalt Concrete Paving and no separate payment will be made therefor.

302-5.5 Distribution and Spreading.

Add the following:

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer at a minimum.

302-5.6 Rolling.

302-5.6.1 General.

Add the following:

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any leveling course.

Three rollers shall be provided for installation of AC greater than 200 tons per hour, regardless of thickness.

302-5.7 Joints.

Replace the first sentence of the first paragraph with the following:

Join lines between successive runs shall be within 6 inches of lane lines or center of street or a minimum of 14 feet outside of the outer most lane line or center of street, or 5 to 6 feet from a lane line or center of street and within a lane. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer's decision shall be final.

302-5.9 Measurement and Payment.

Add the following:

Compensation to provide all of the equipment to the site and operated as specified, including all rollers specified regardless of rolling pattern elected by Contractor, shall be considered included in the 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 directed 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, date, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording “No Parking” are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the Sheriff Department. The

Contractor shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the "Manual of Traffic Controls for Construction and Maintenance Work Zones," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than fifty (50) feet apart. The Contractor shall take additional precautions as he/she may find necessary under the circumstances.

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly.

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

Full street closures will not be allowed prior to City Council approval.

601-1.3 Measurement and Payment.

Measurement and Payment for **Traffic Control** shall be at the **lump sum (LS)** bid price and shall

include but not limited to furnishing all labor, tools, material, equipment, signage, TTC zone devices, channelizing devices, changeable message sign, and incidentals for doing all work involved in preparing traffic control plans and implementing traffic control, and no additional compensation will be allowed therefore.

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.

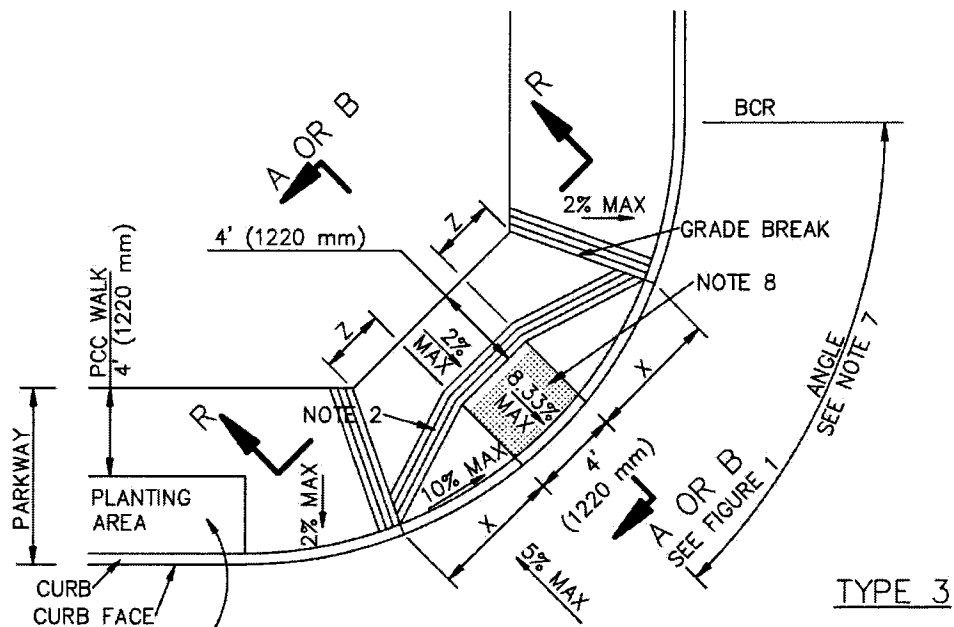
The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat of paint shall include glass beads.

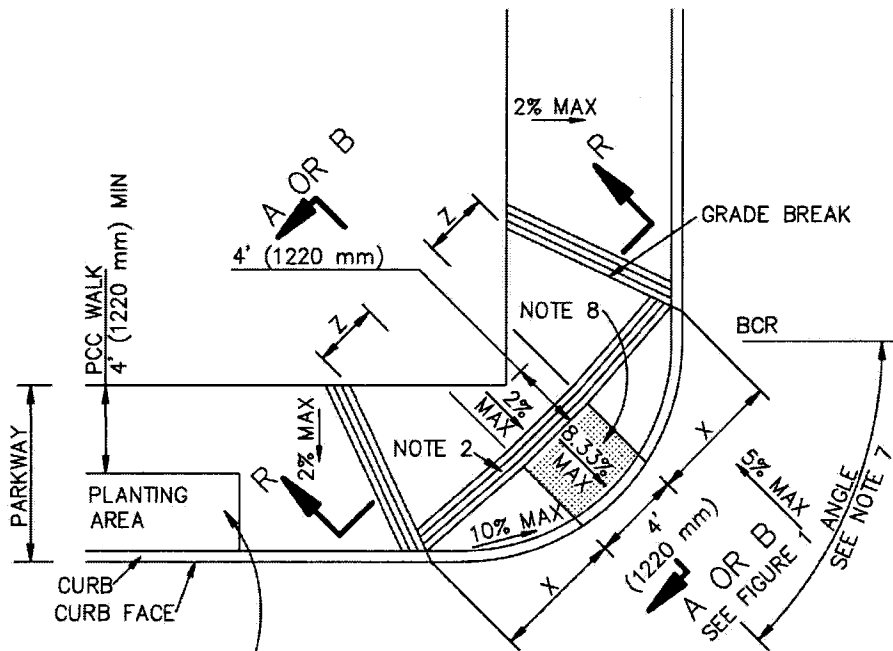
84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed.

APPENDIX – PART 1

Standard Plans



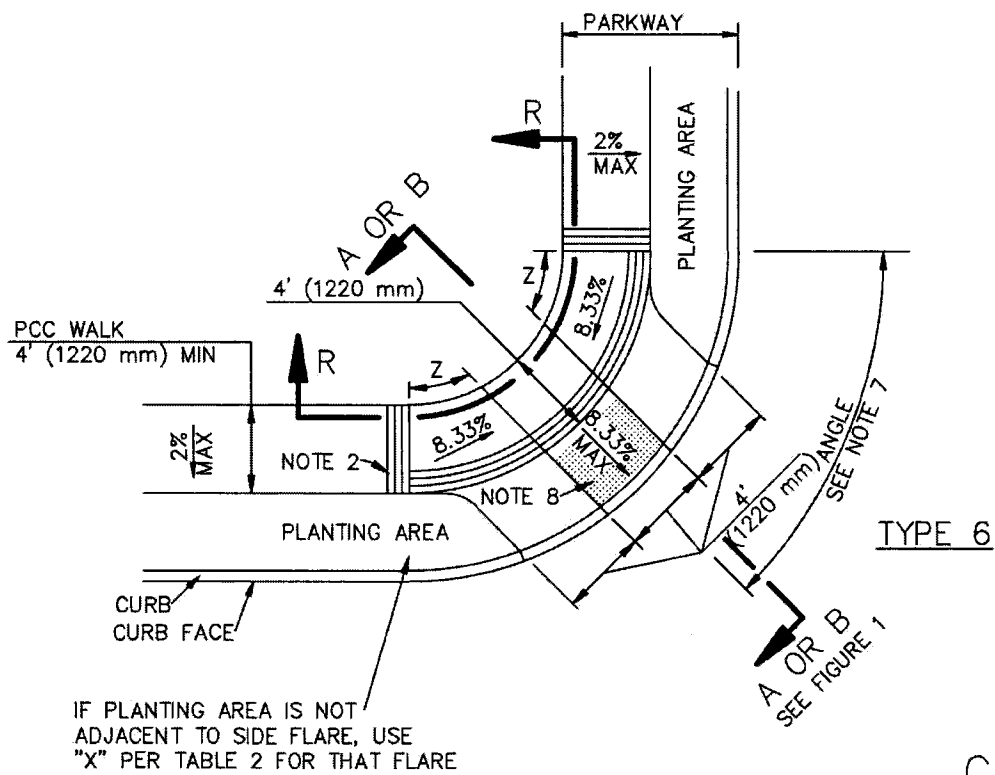
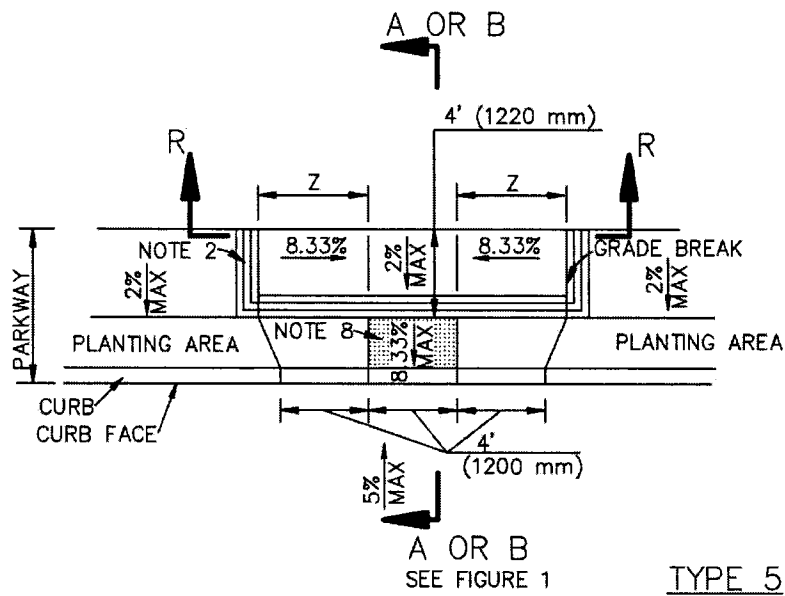
WHERE PLANTING AREA IS
ADJACENT TO THE CURB RAMP,
USE CASE A, TYPE 6

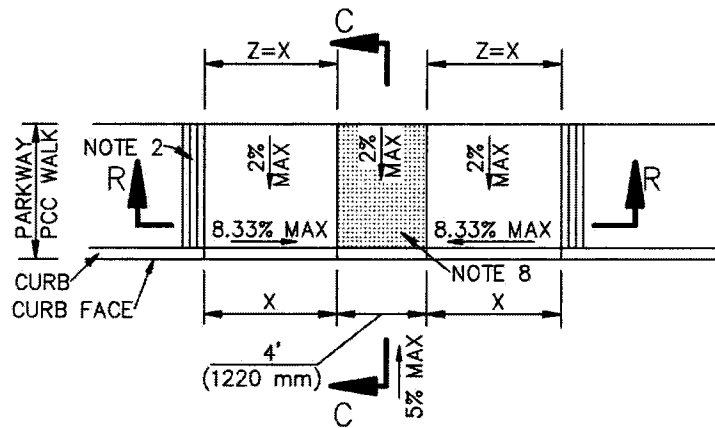


WHERE PLANTING AREA IS
ADJACENT TO THE CURB RAMP,
USE CASE A, TYPE 6

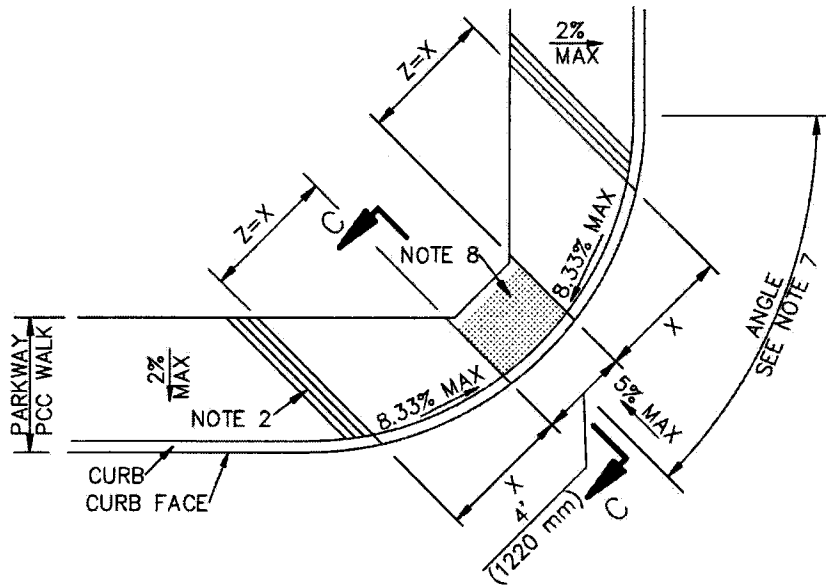
TYPE 4

CASE A





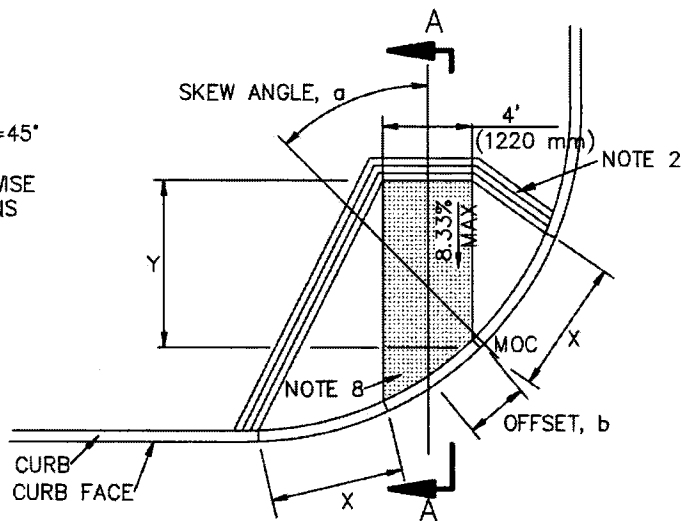
TYPE 1



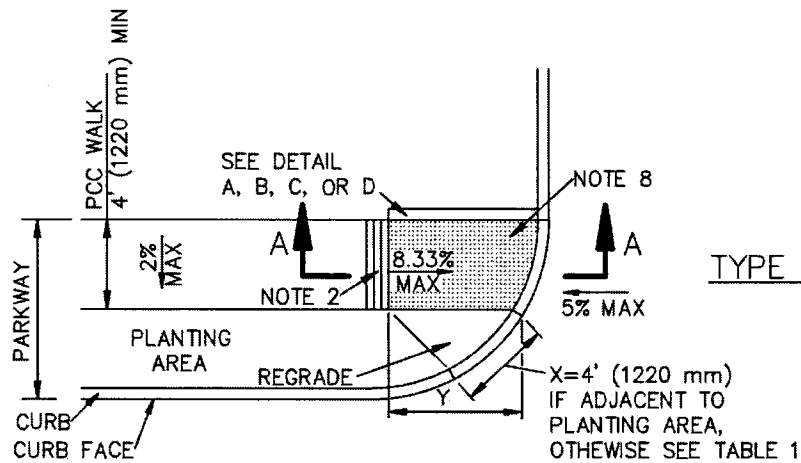
TYPE 2

CASE B

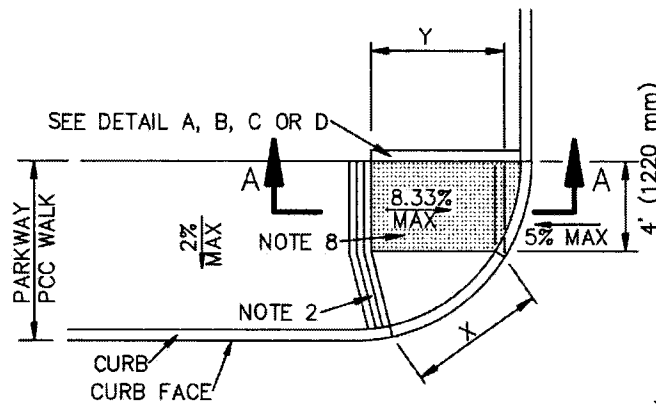
SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE
 NOTED ON PLANS



CASE C



TYPE 1



TYPE 2

CASE D

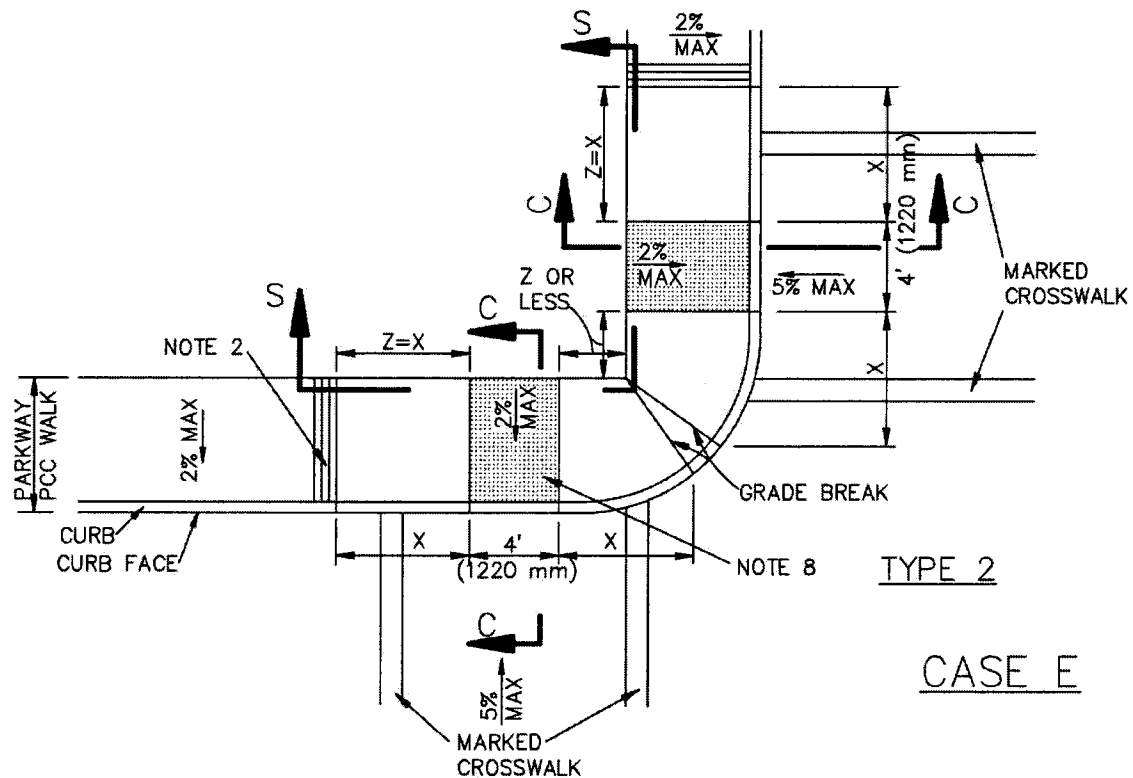
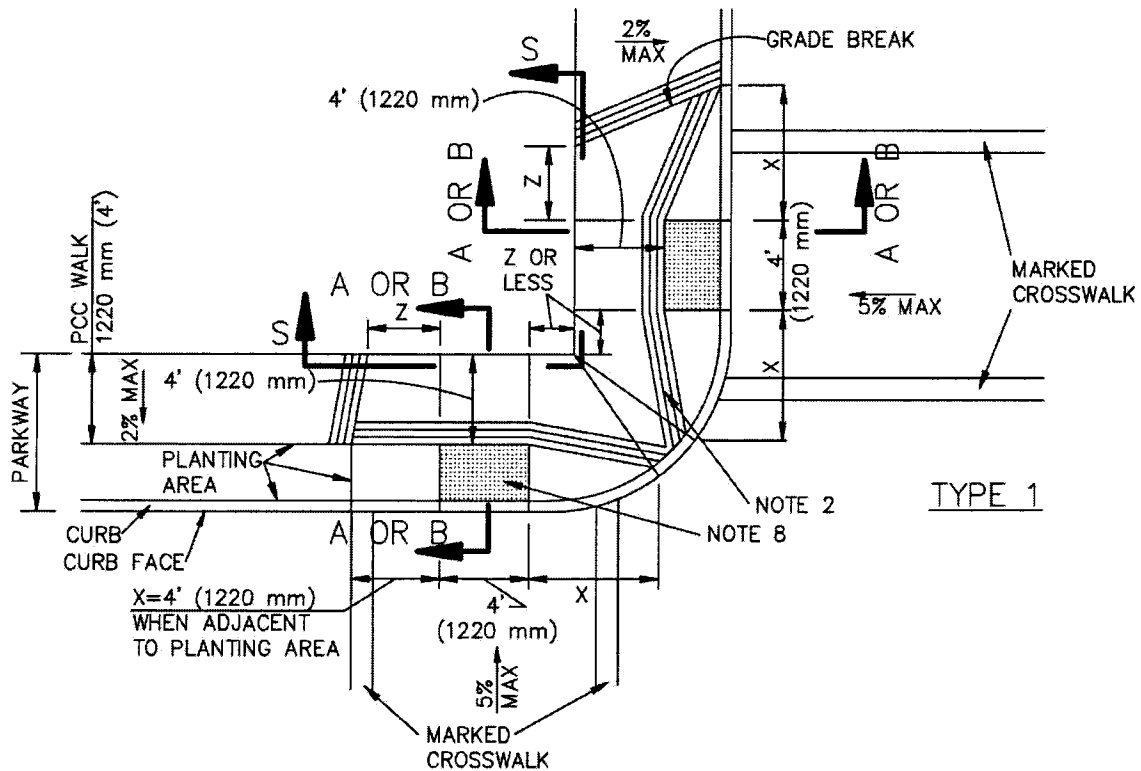
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 5 OF 10



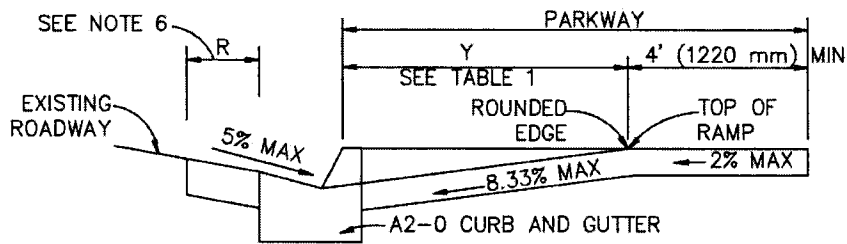
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

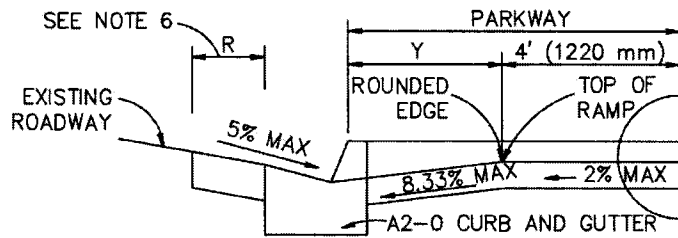
STANDARD PLAN

111-5

SHEET 6 OF 10



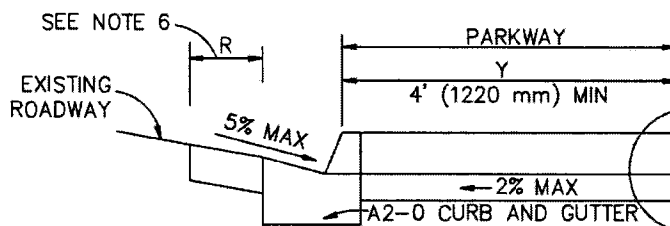
SECTION A-A



SECTION B-B

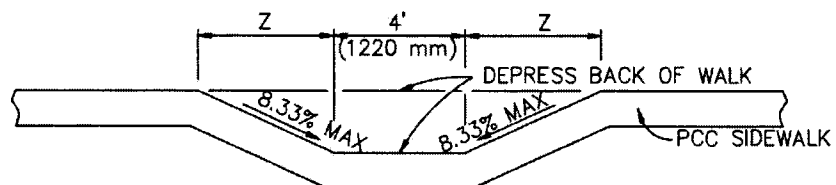
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.

DEPRESS BACK OF WALK
SEE DETAIL A, B, C OR D,
SHEET 10.

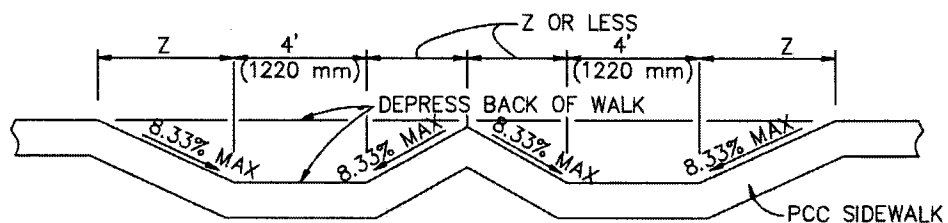


SECTION C-C

DEPRESS BACK OF WALK
SEE DETAIL A, B, C OR D,
SHEET 10.



SECTION R-R



SECTION S-S

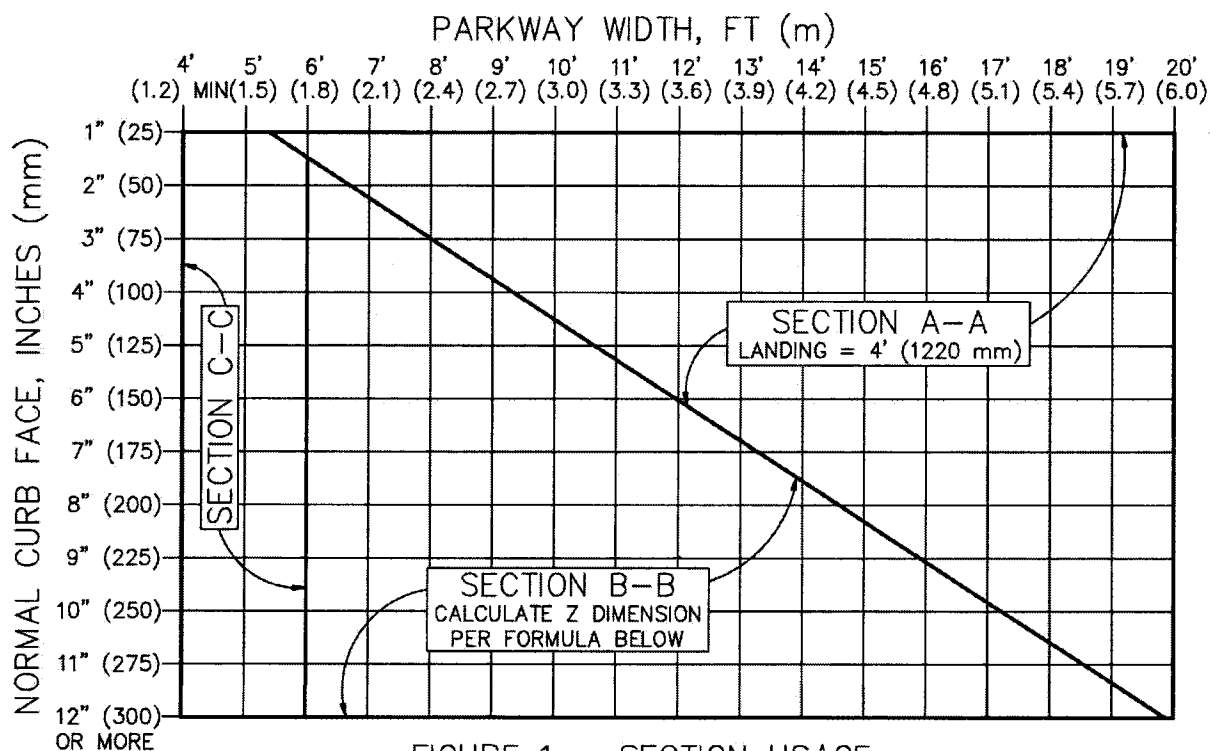


FIGURE 1 - SECTION USAGE

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)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH

L = LANDING WIDTH, 4' (1220 mm) TYP

$Z = [(Y+L)-W] \times 0.760$

IF $(Y+L) < W$, THEN $Z = 0$

SEE SHEET 9 FOR STREET SLOPE
ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$X = CF / 8.333\%$

$Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$

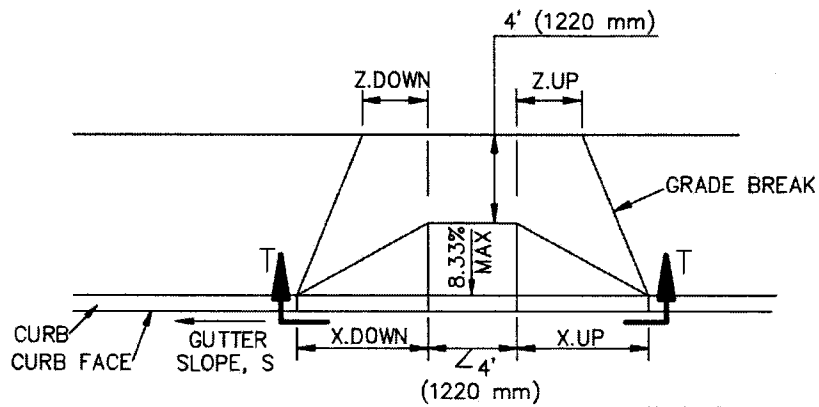
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

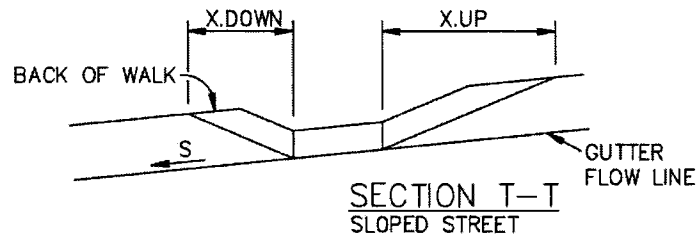
STANDARD PLAN

111-5

SHEET 8 OF 10



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, $X.DOWN = X \times K.DOWN$

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

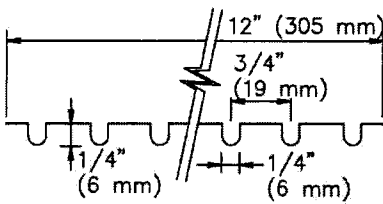
TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:

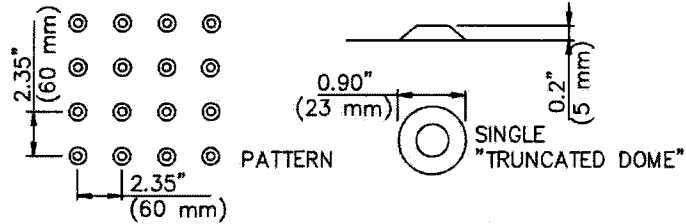
$$K.DOWN = 8.333\% / (8.333\% + S)$$

$$K.UP = 8.333\% / (8.333\% - S)$$

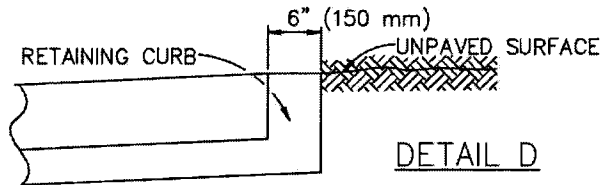
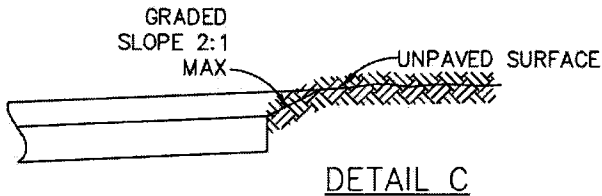
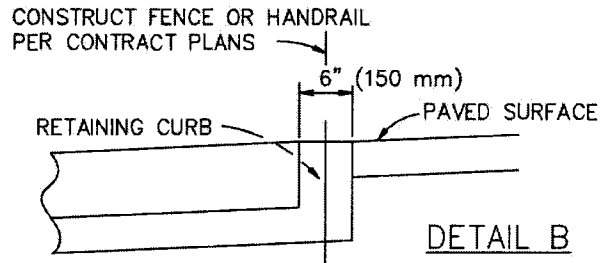
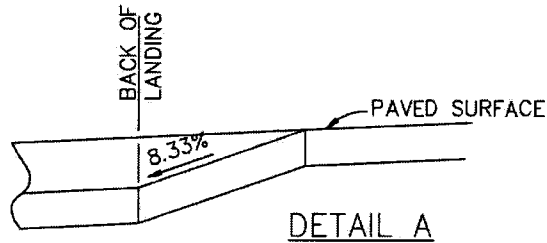
STREET SLOPE ADJUSTMENTS



GROOVING DETAIL



DETECTABLE WARNING DETAIL

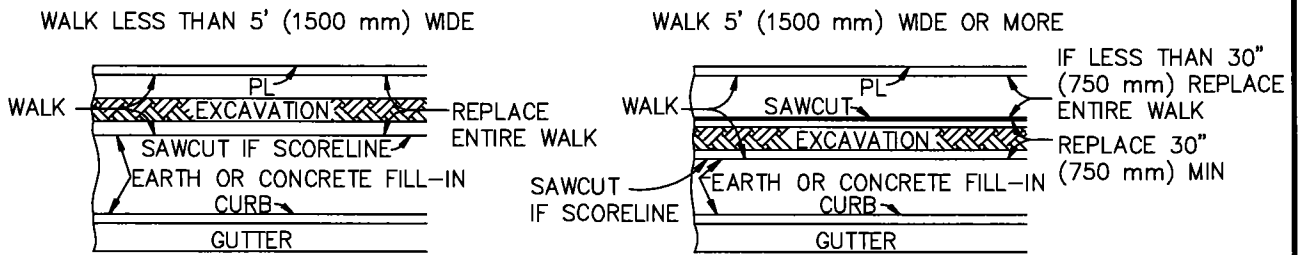


GENERAL NOTES:

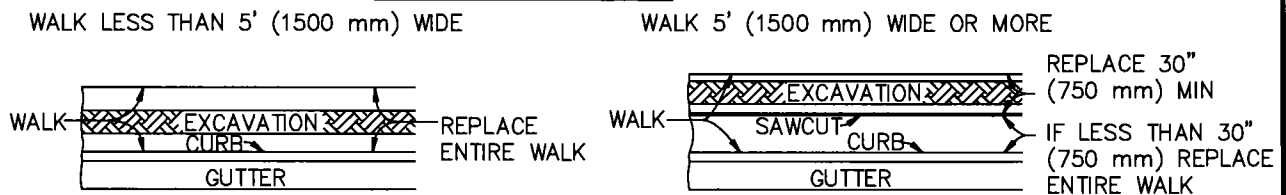
1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE 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.

WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

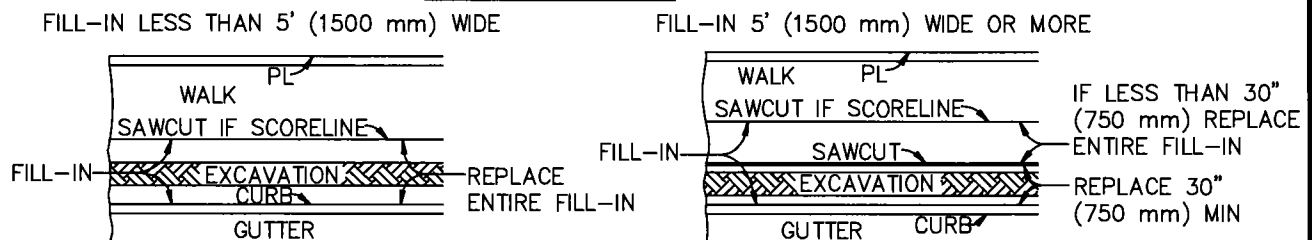
WALK ADJACENT TO PROPERTY LINE



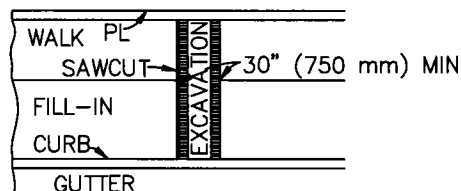
WALK ADJACENT TO CURB



FILL-IN REPLACEMENT



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).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

113-2

SHEET 1 OF 2

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.

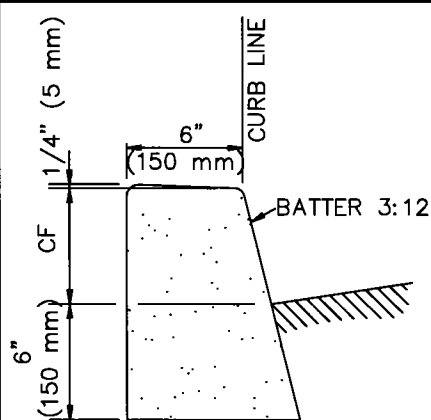
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SIDEWALK & DRIVEWAY REPLACEMENT

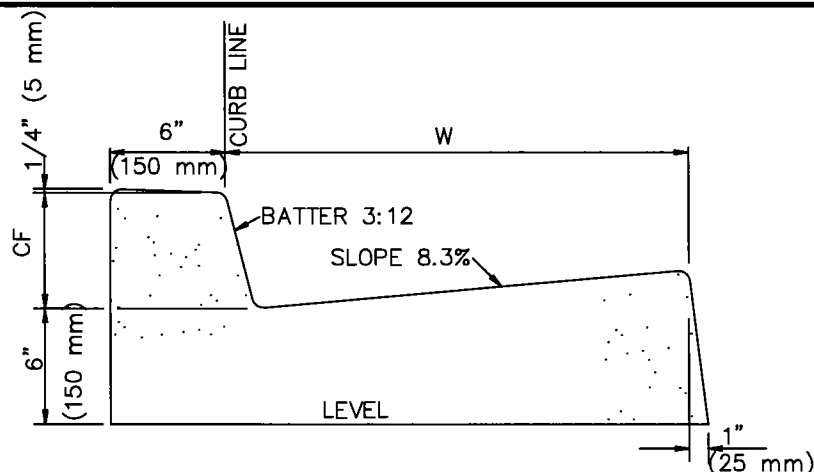
STANDARD PLAN

113-2

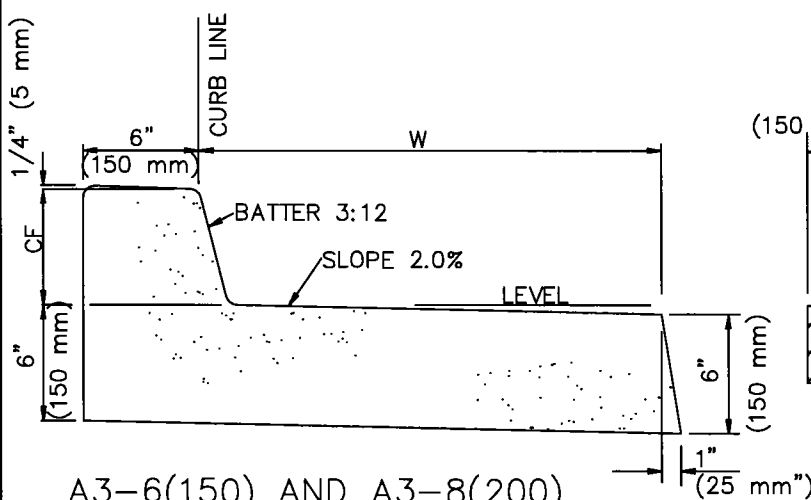
SHEET 2 OF 2



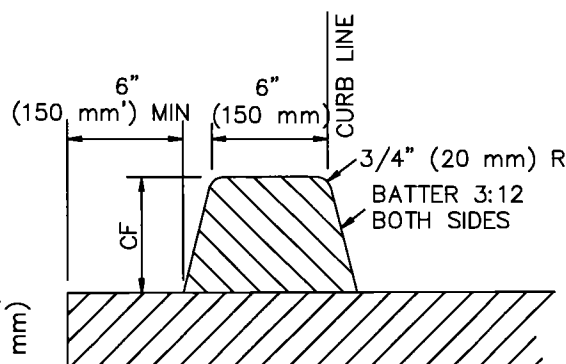
A1-6(150) AND
A1-8(200)



A2-6(150) AND A2-8(200)



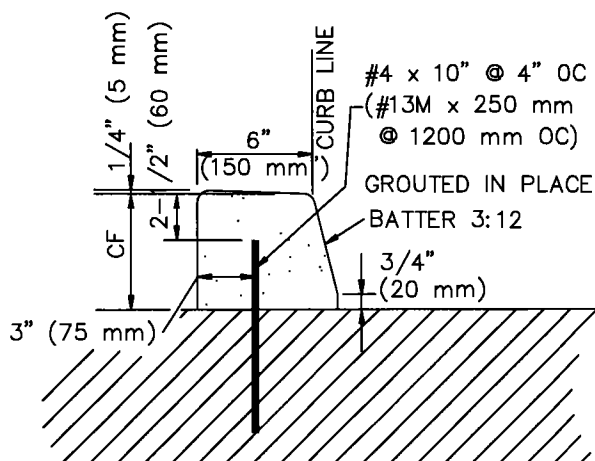
A3-6(150) AND A3-8(200)



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

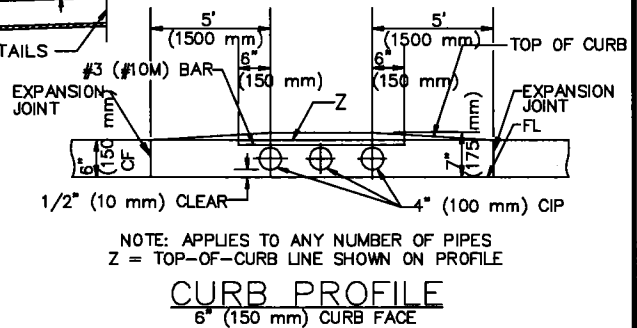
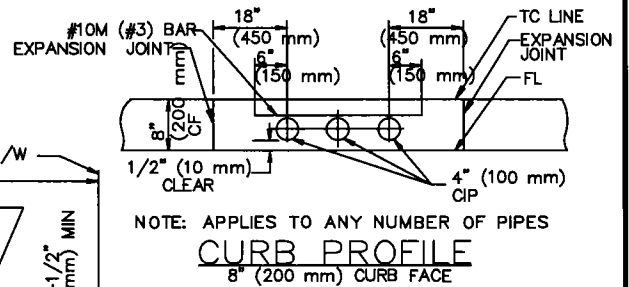
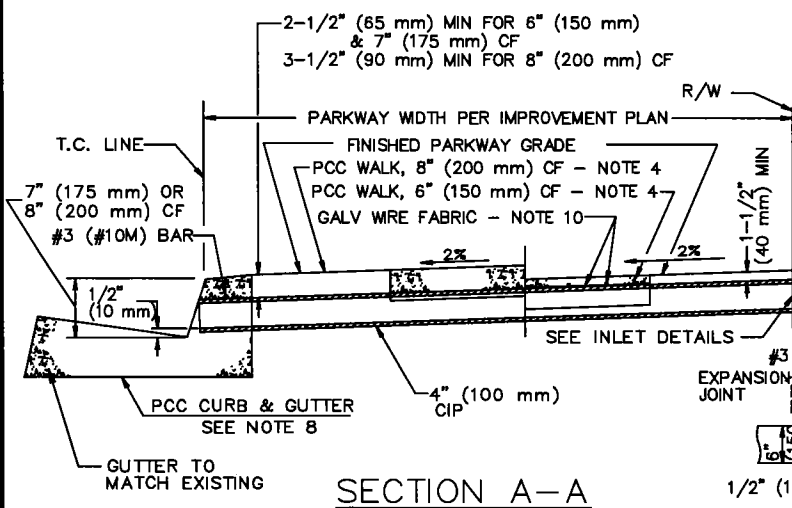
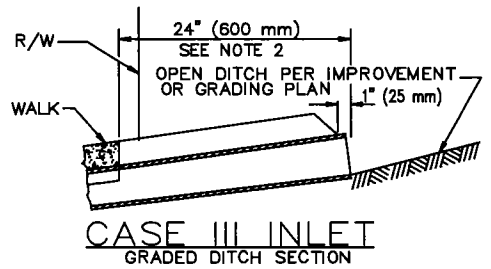
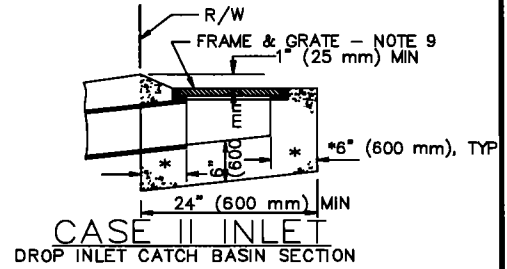
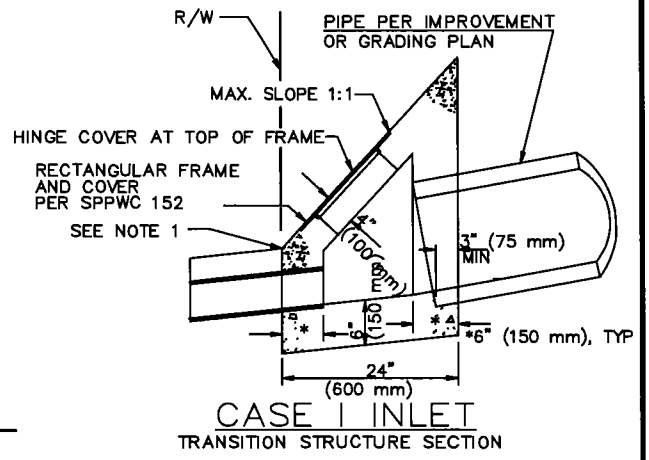
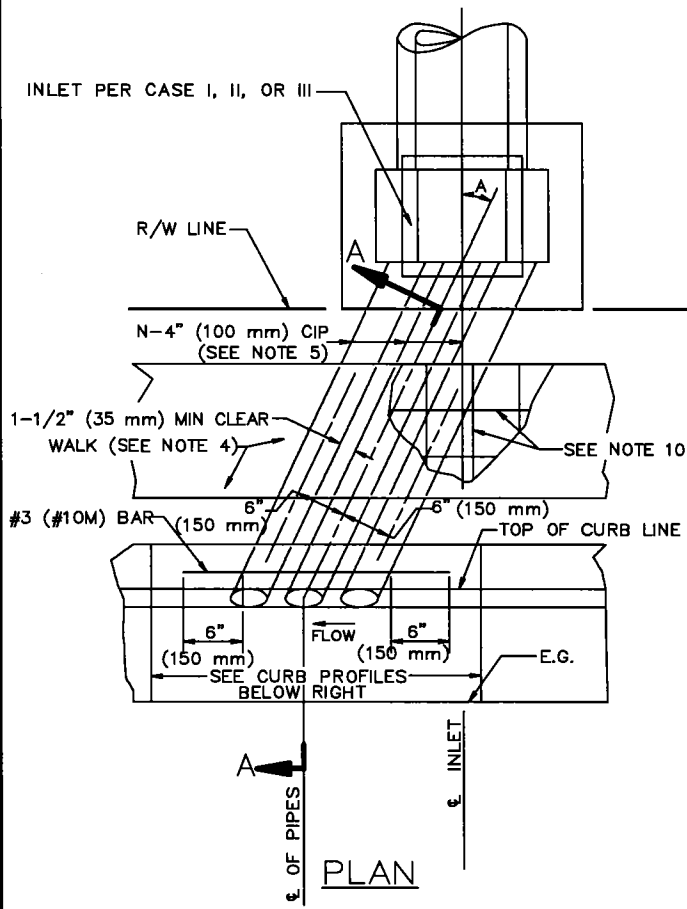
CURB AND GUTTER — BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

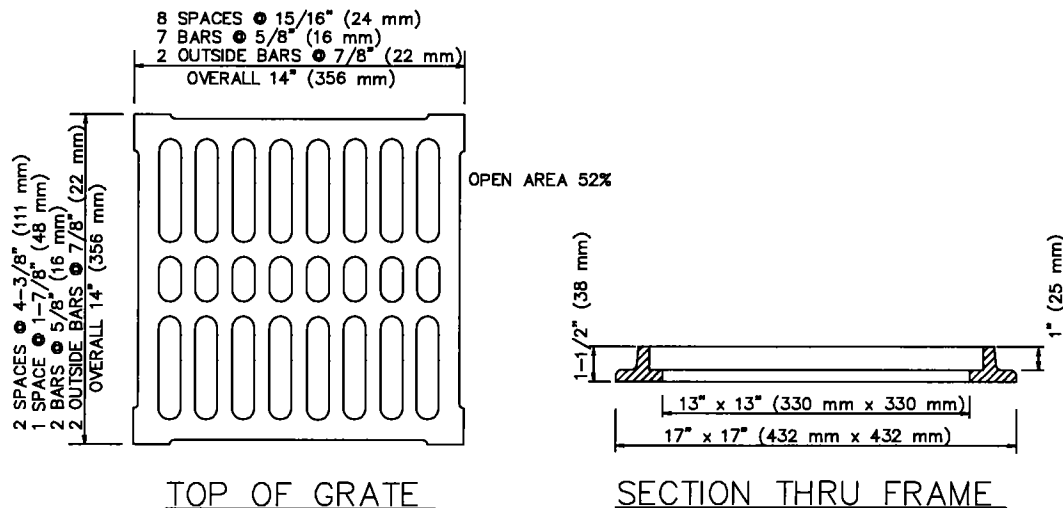
120-2

SHEET 1 OF 1



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.



GRATE FOR CASE II INLET

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB DRAIN

STANDARD PLAN

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

AGENCIES TO BE NOTIFIED:

- CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100
- LOS ALAMITOS POLICE
DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255
- ORANGE COUNTY FIRE
DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026
- LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547
- ROSSMOOR/LOS ALAMITOS
AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
- LOS ALAMITOS UNIFIED SCHOOL
DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700
- OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912
- CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700
- CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383
- ROSSMOOR COMMUNITY
SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR,
CA 90720
(562) 431-0525



CITY OF LOS ALAMITOS

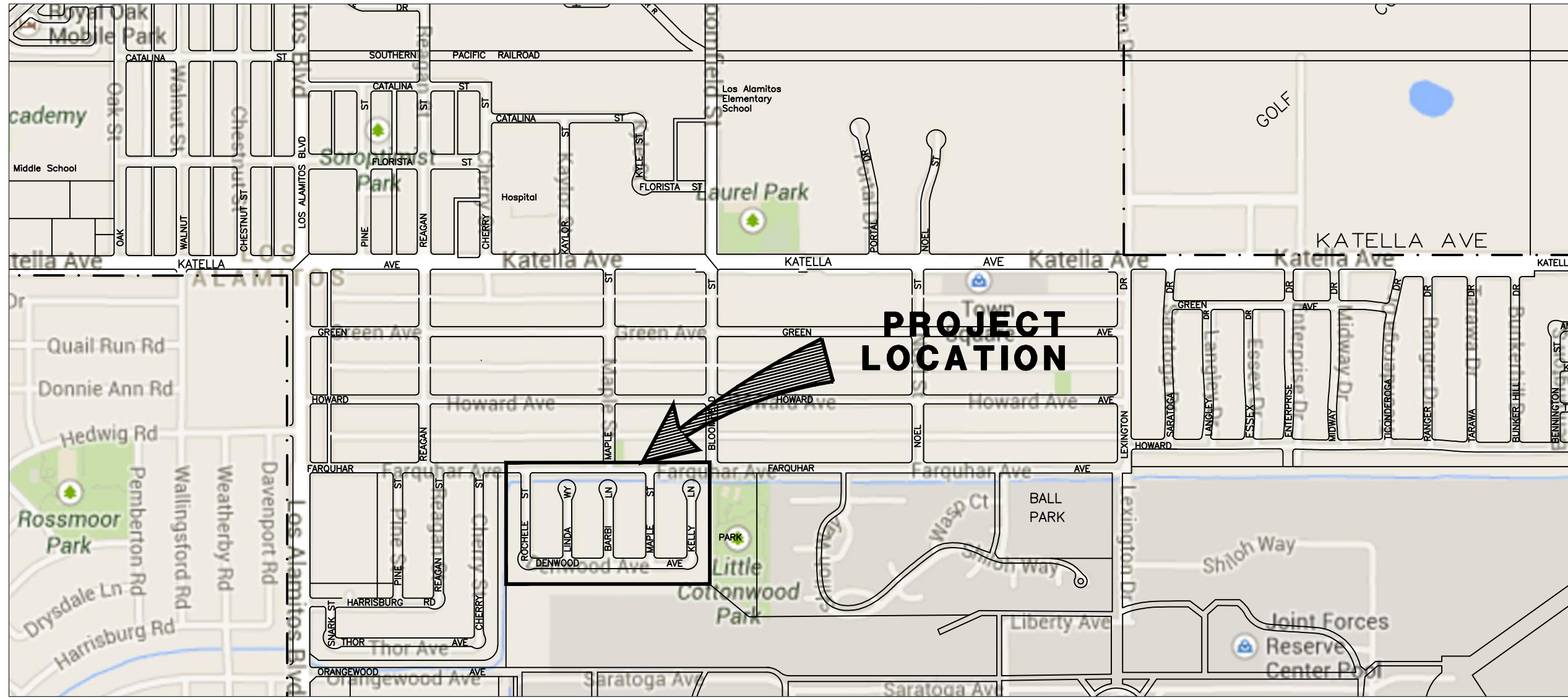
DEVELOPMENT SERVICES DEPARTMENT

LOS ALAMITOS

STREET IMPROVEMENTS

SUBURBIA NEIGHBORHOOD

CIP 20/21-03



VICINITY MAP

SCALE : N.T.S.

SHEET SCHEDULE

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:

- 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.
- 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.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- 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.
- 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.
- 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.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- 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.
- ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
- AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.

SIGNING AND STRIPING GENERAL NOTES:

- 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
- ALL STRIPING AND MARKINGS SHALL BE INSTALLED, RELOCATED AND REMOVED BY THE CONTRACTOR.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKER AT EVERY FIRE HYDRANT.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
- ALL SIGNS ARE EXISTING UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL USE CITY PROVIDED STENCILS FOR ALL "STOP", "SCHOOL AHEAD", "SIGNAL AHEAD" AND "KEEP CLEAR" PAVEMENT MARKINGS.

BID SET
May 4, 2021



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APPV'D



DRAWN BY	AE	5/4/2021
CHECKED BY	FW	5/4/2021
DESIGNED BY	FW	5/4/2021
APPROVED		5/4/2021 Date

DATE

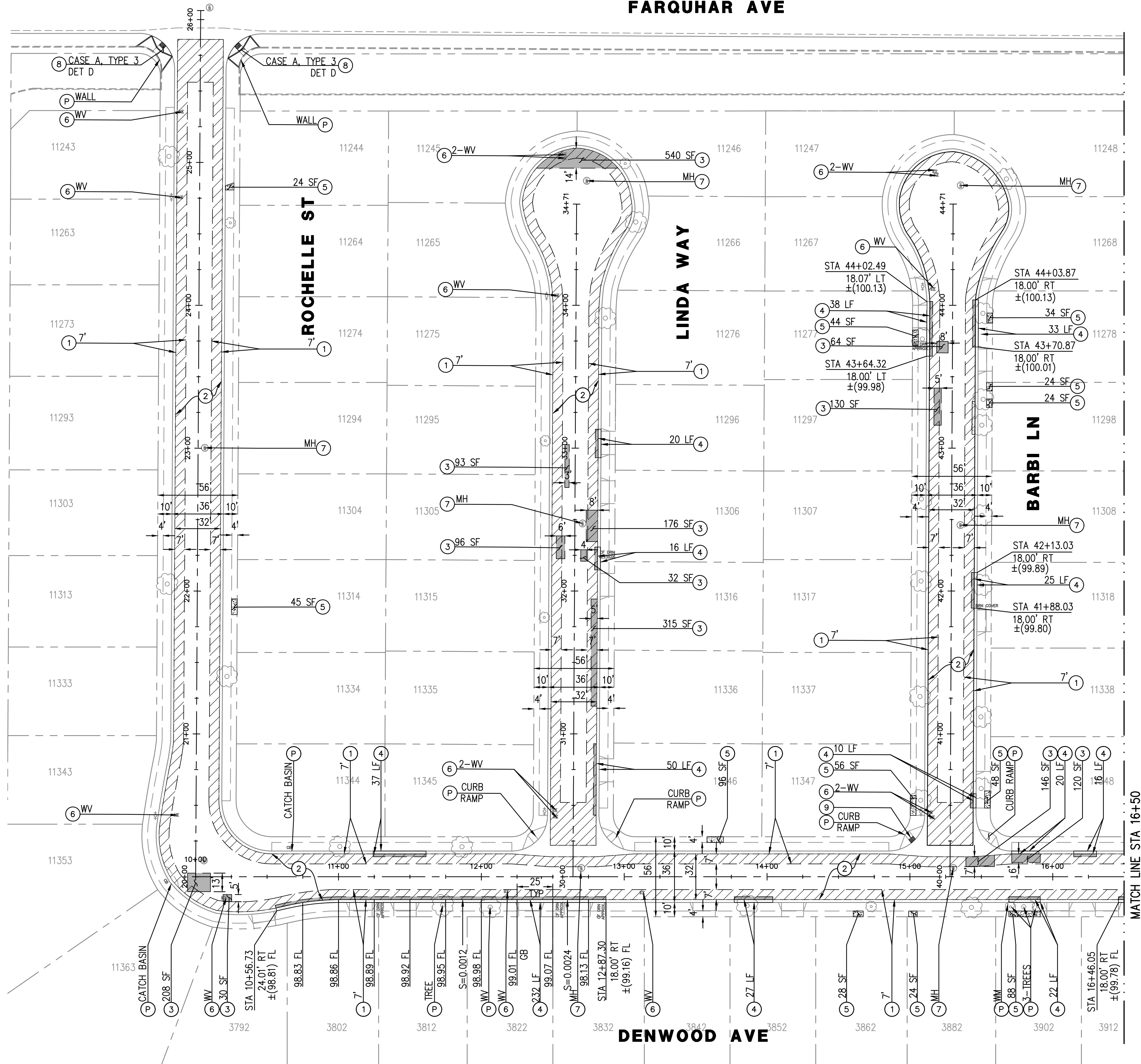
CITY OF LOS ALAMITOS

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS

TITLE SHEET

SHEET 1 OF 5

FARQUHAR AVE



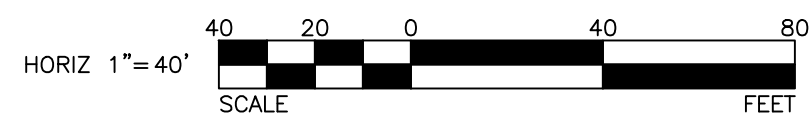
CONSTRUCTION NOTES:

- 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
- Ⓟ 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



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APPV'D



WILLDAN Engineering
3401 East Kadena Ave., Suite 400, Anaheim, California 92805
714/978-8200 Fax 714/978-8289

DRAWN BY	AE	3/15/2021
CHECKED BY	FW	3/15/2021
DESIGNED BY	FW	3/15/2021
APPROVED		3/15/2021
	City Engineer	Date

CITY OF LOS ALAMITOS

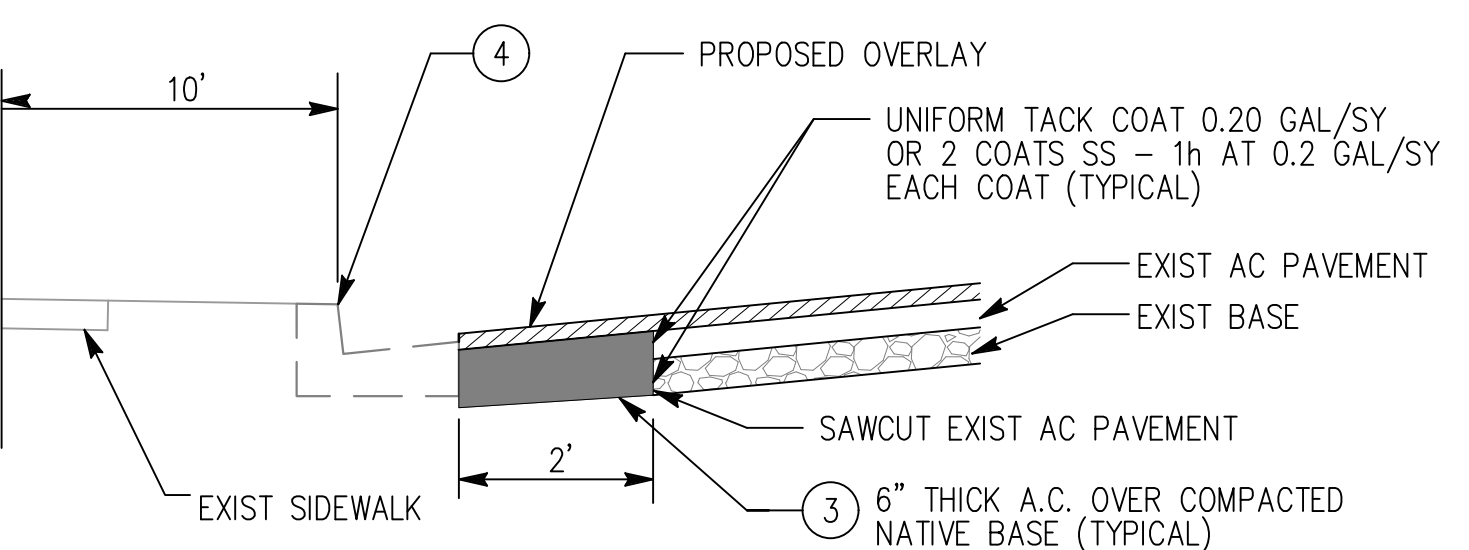
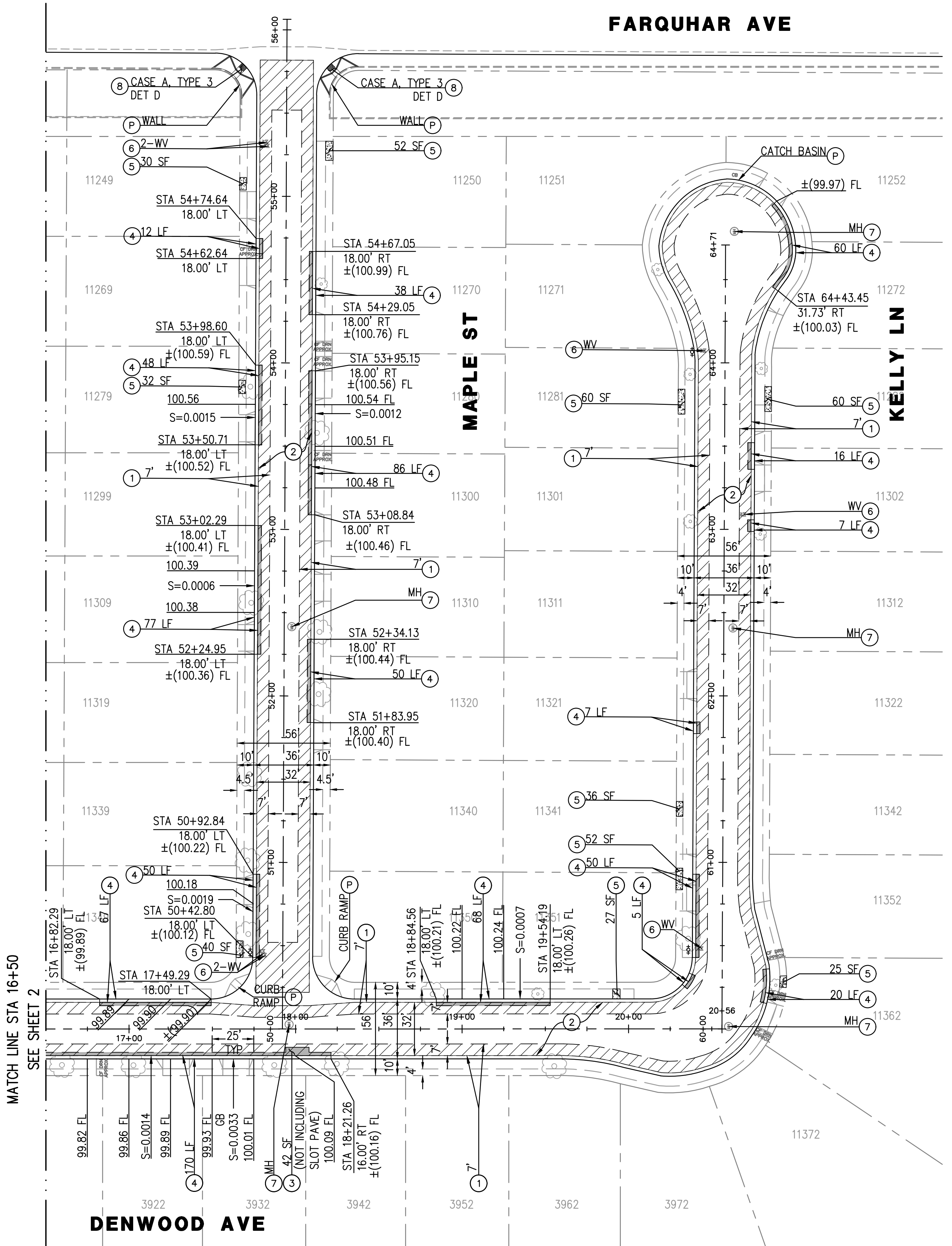
SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
ROCHELLE ST, LINDA WAY, BARBI LN,
DENWOOD AVE FROM ROCHELLE ST TO BARBI LN



Know what's below.
Call before you dig.

FILE: L:\110184-Los Al Suburbia Neighborhood\900-45&E\901-Plans\PL-ROAD-02.dwg

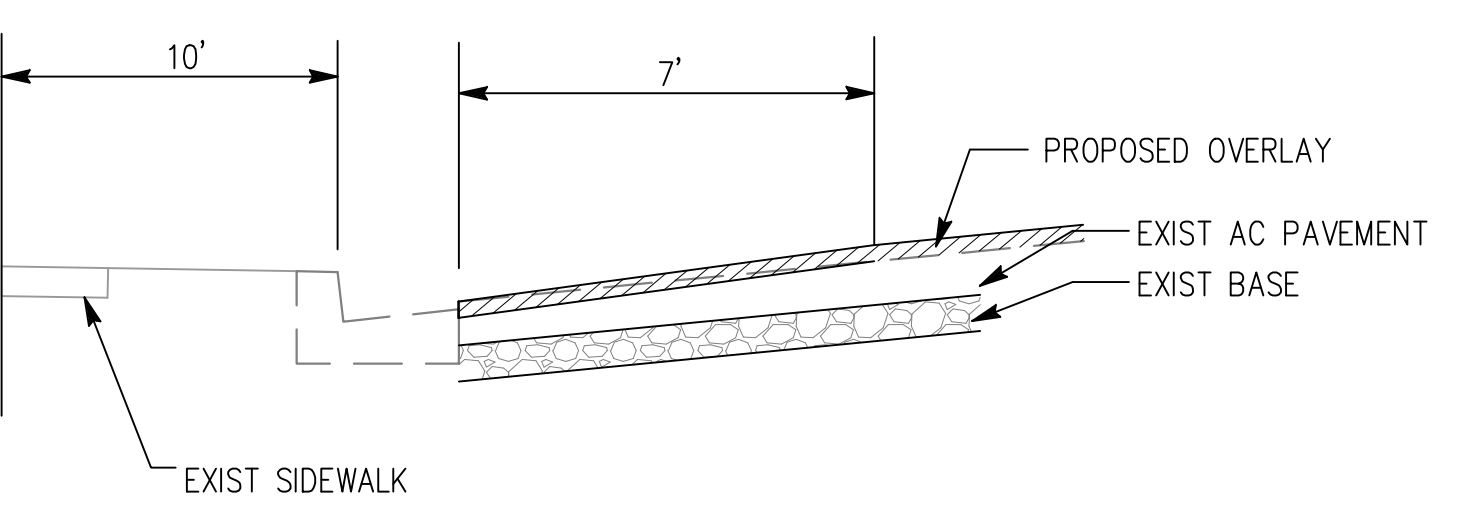
USER: ascobar
DATE: May 04, 2021 - 4:05pm



CURB AND GUTTER REPLACEMENT

DETAIL "A"

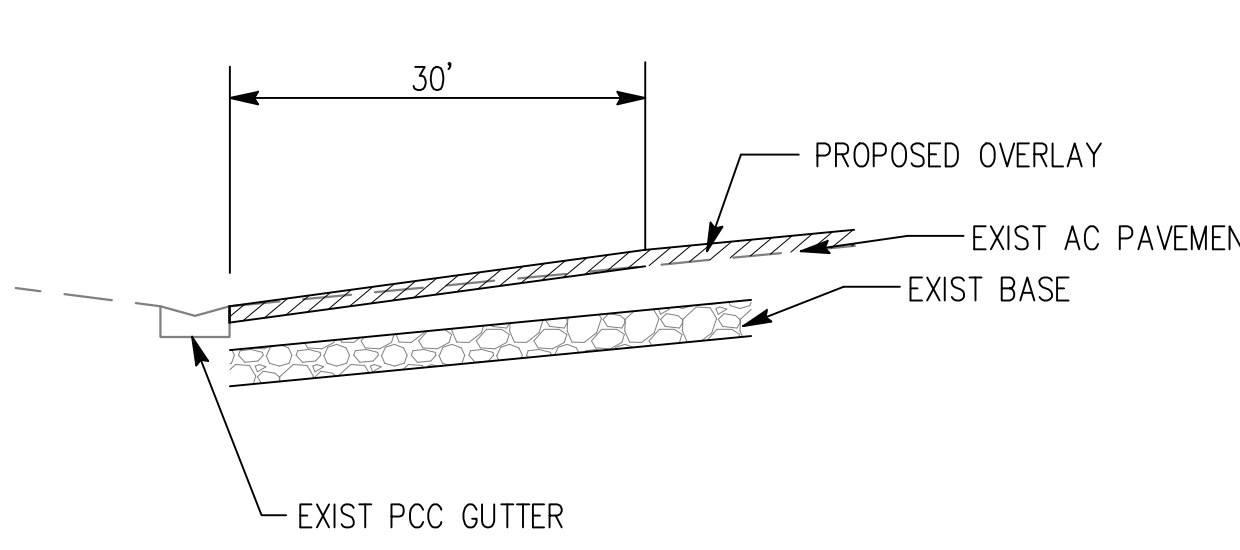
N.T.S.



EDGE GRIND DETAIL

DETAIL "B"

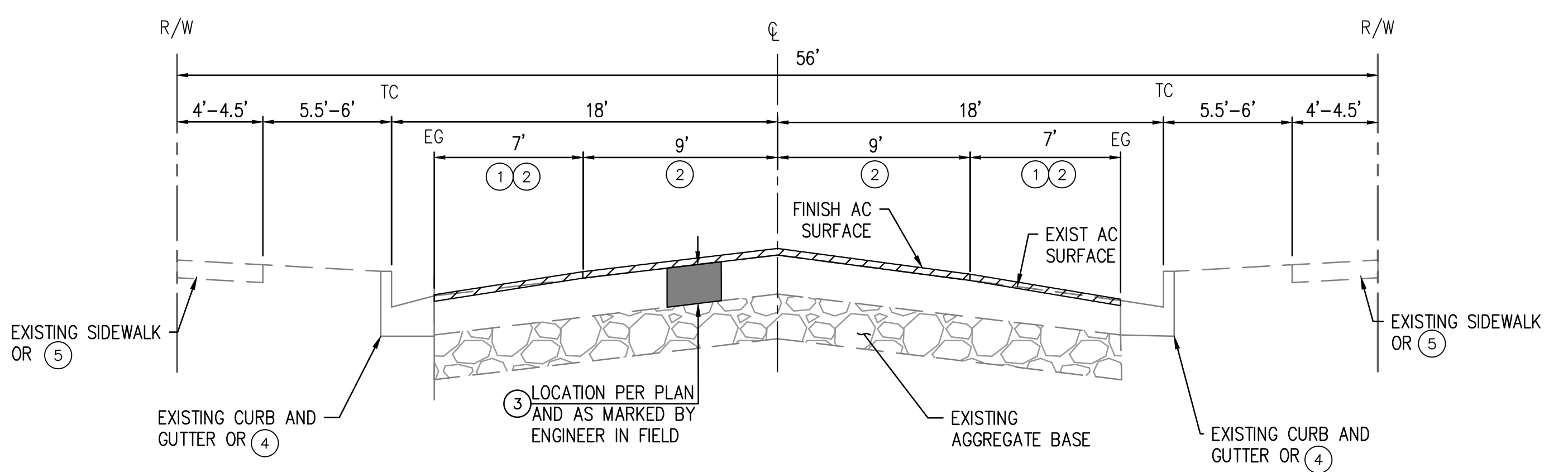
N.T.S.



TAPER GRIND DETAIL

DETAIL "C"

N.T.S.



TYPICAL SECTION

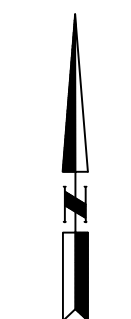
**ROCHELLE ST
LINDA WAY
BARBI LN
MAPLE ST
KELLY LN
DENWOOD AVE
N.T.S.**

CONSTRUCTION NOTES:

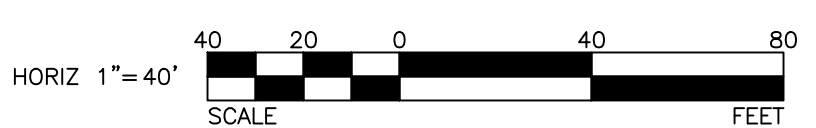
- ① COLD MILL EXISTING PAVEMENT 0-INCH TO 1.5-INCH VARYING DEPTH
- ② CONSTRUCT 1.5-INCH ARHM OVERLAY UNIFORM DEPTH
- ③ REMOVE EXISTING PAVEMENT AND BASE AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE
- ④ REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-2
- ⑤ REMOVE AND CONSTRUCT 4-INCH 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
- Ⓟ 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



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APP'D	

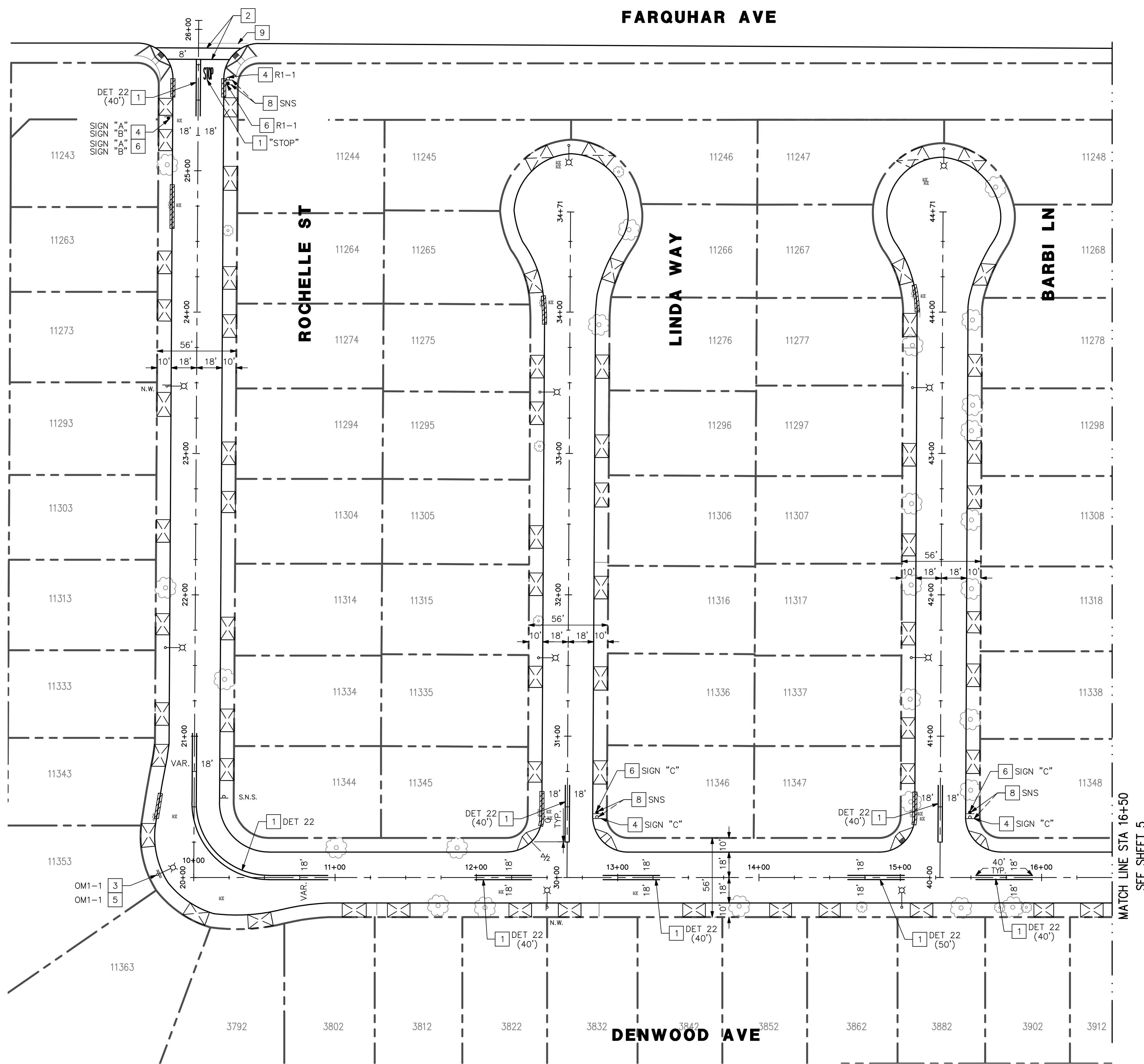


WILLDAN Engineering 2401 East Katella Ave. Suite 400, Anaheim, California 92805 714/978-8200 Fax 714/978-8299	
DRAWN BY	AE
CHECKED BY	FW
DESIGNED BY	FW
APPROVED	
City Engineer	

CITY OF LOS ALAMITOS	
SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS	
MAPLE ST, KELLY LN, DENWOOD AVE FROM MAPLE ST TO KELLY LN	
SHEET 3 OF 5	

FILE: U:\110184-Los Al Suburbia Neighborhood\900-45&E\901-Plans\PL-STRIPING-01.dwg

USER: ascobar
DATE: May 04, 2021 - 4:06pm



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 AT 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. ALL EXISTING STRIPING AND PAVEMENT MARKINGS CONFLICTING WITH PROPOSED STRIPING OR MARKINGS SHALL BE REMOVED.

SIGNING AND STRIPING CONSTRUCTION NOTES:

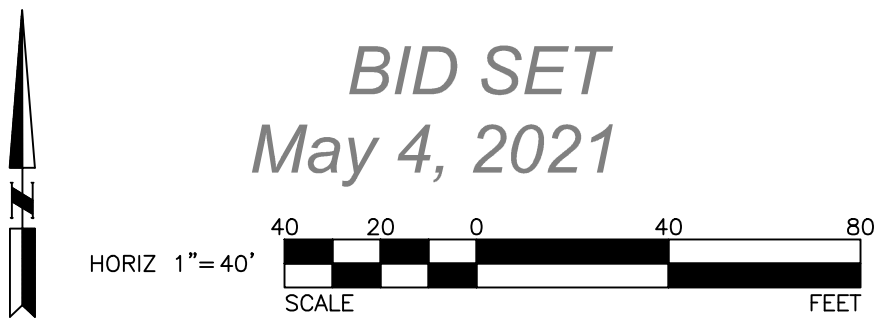
1. INSTALL STRIPING DETAIL OR PAVEMENT MARKING AS INDICATED.
2. INSTALL 12" WHITE CROSSWALK AS SHOWN. CROSSWALK SHALL BE 8' IN WIDTH (INSIDE TO INSIDE).
3. REMOVE SIGN AS NOTED.
4. REMOVE SIGN(S) AND POST AS NOTED.
5. INSTALL SIGN AS NOTED.
6. INSTALL SIGN(S) AND POST AS INDICATED.
7. INSTALL PARKING 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



REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

APP'V'D



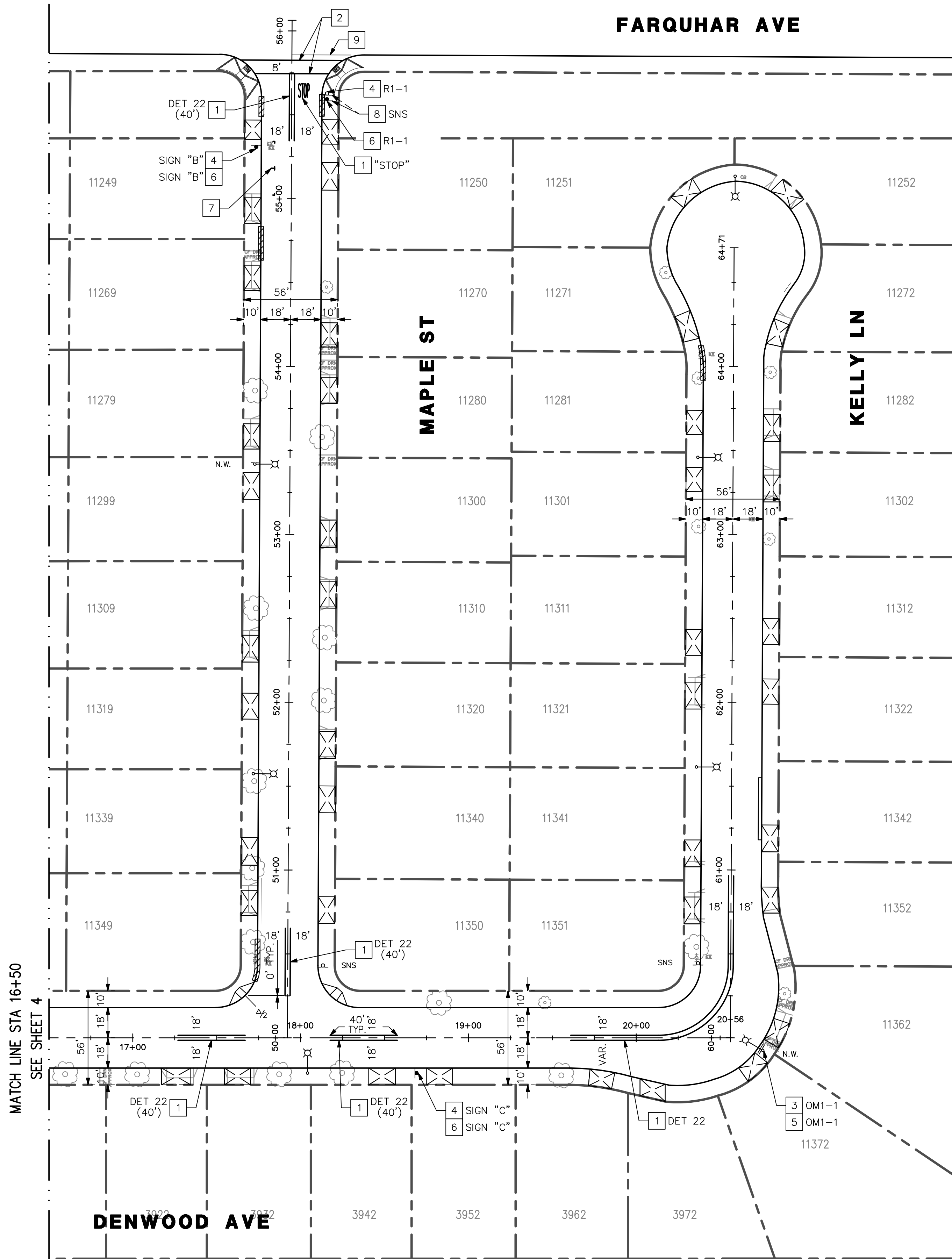
DATE	
DRAWN BY	BC 5/4/2021
CHECKED BY	JL 5/4/2021
DESIGNED BY	JL 5/4/2021
APPROVED	5/4/2021
City Engineer	Date

CITY OF LOS ALAMITOS

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
ROCHELLE ST, LINDA WAY, BARBI LN,
DENWOOD AVE FROM ROCHELLE ST TO BARBI LN

FILE: L:\110184-Los Al Suburbia Neighborhood\900-45&E\901-Plans\PL-STRIPING-02.dwg

USER: ascobar
DATE: May 04, 2021 - 4:06pm



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
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7. ALL SIGNS ARE EXISTING UNLESS NOTED OTHERWISE.
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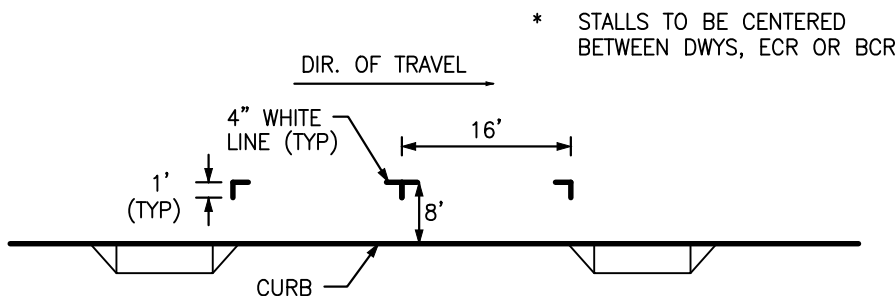
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2. INSTALL 12" WHITE CROSSWALK AS SHOWN. CROSSWALK SHALL BE 8' IN WIDTH (INSIDE TO INSIDE).
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5. INSTALL SIGN AS NOTED.
6. INSTALL SIGN(S) AND POST AS INDICATED.
7. INSTALL PARKING STALL PER DETAIL "A".
8. RELOCATE EXISTING SIGN(S) AS INDICATED TO NEW POST.
9. REMOVE CONFLICTING STRIPING.

STREET SIGN LEGEND

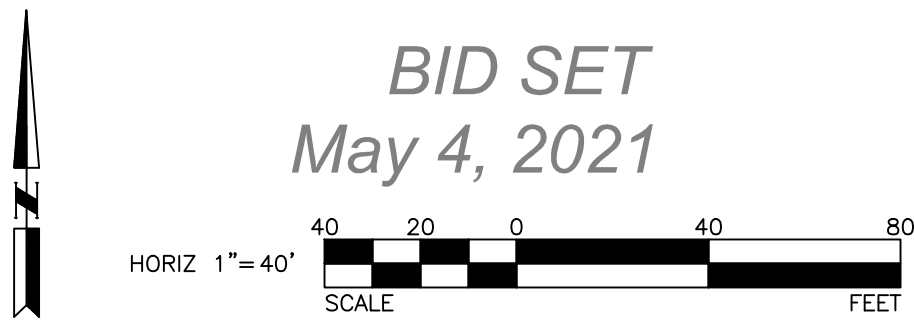


LEGEND

EXISTING RED CURB



PARALLEL PARKING STALL DETAIL
DETAIL "A"
N.T.S.



BID SET
May 4, 2021



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APP'D	



WILLDAN Engineering		DATE
DRAWN BY	BC	5/4/2021
CHECKED BY	JL	5/4/2021
DESIGNED BY	JL	5/4/2021
APPROVED		5/4/2021
City Engineer		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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 19, 2021

ITEM NUMBER: 11E

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

**Presented By: Ron Noda, Acting Deputy City Manager
Chris Kelley, City Engineer**

**Subject: Approval of Plans and Specifications and Authorization to Bid
for Arterial Street Name Sign Replacement Project (CIP No.
21/22-01)**

SUMMARY

As part of Phase 1, the City of Los Alamitos replaced the arterial street name signs along Los Alamitos Boulevard in 2020. Staff proposes to replace the remaining aging arterial street name signs City wide in the 2021-22 fiscal year.

RECOMMENDATIONS

1. Approve the plans and specification for the construction for Arterial Street Name Sign Replacement Project (CIP No. 21/22-01); and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

Overhead signs play an integral role in the functionality of everyday commuters. Over time, arterials street signs become difficult to read due to normal wear and tear that comes from their exposure to different weather conditions.

Council approved the first phase of overhead arterial street signs replacement along Los Alamitos Boulevard from Katella Avenue to Cerritos Avenue in April 2020. This project was complete in February 2021. The final phase is to replace the rest of the City's overhead street signs including Katella Avenue between Epsom Way and east City limit, Cerritos Avenue between Los Alamitos Boulevard and Bloomfield Street, and Bloomfield Street and Ball Road.

DISCUSSION

Staff conducted a field study of all arterial overhead street name signs to determine the effectiveness and readability. The study indicated the existing overhead street name signs are aged beyond their useful life and are in need of replacement. The Manual of Uniform Traffic Control Devices require signs to conform to standard reflectivity therefore Staff have developed a design for the street name sign that would meet the standard, be clearly identifiable and create a sense of identity to the City of Los Alamitos.

Staff propose to replace the arterial street name signs along Katella Avenue between Epton Way and east City limit, Cerritos Avenue between Los Alamitos Boulevard and Bloomfield Avenue, and Bloomfield Avenue and Ball Road. This project will complete the replacement of all arterial signs within the City. Passage of Measure Y made funding available for the completion of this project.

The new street sign will include the City Logo and spell out City of Los Alamitos on the bottom.



The following represents an approximate timeline for the Arterial Street Name Sign Replacement Project (CIP No. 21/22-01) based upon installing reflective street name signs:

- 07/19/21 Approval of plans & specifications by the City Council
- 08/02/21 Advertise Project
- 09/01/21 Bid Opening
- 10/18/21 Award of Contract
- 11/01/21 Start of construction
- 01/07/22 End of construction

FISCAL IMPACT

Estimated construction cost including installation is \$39,000 with an additional \$3,000 for design and inspection for a project total of \$42,000. Awarding of this project will be brought back to a future Council Meeting.

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. Exhibit showing proposed street signs*
- 2. CIP No. 21/22-01 Bids & Specifications*



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
SOUTHERN CALIFORNIA WATER CO.	(714) 535-8010
TIME-WARNER COMMUNICATION	(714) 895-6886
UNDERGROUND SERVICE ALERT	(800) 422-4133
VERIZON	(704) 375-6719

ABBREVIATIONS

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

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

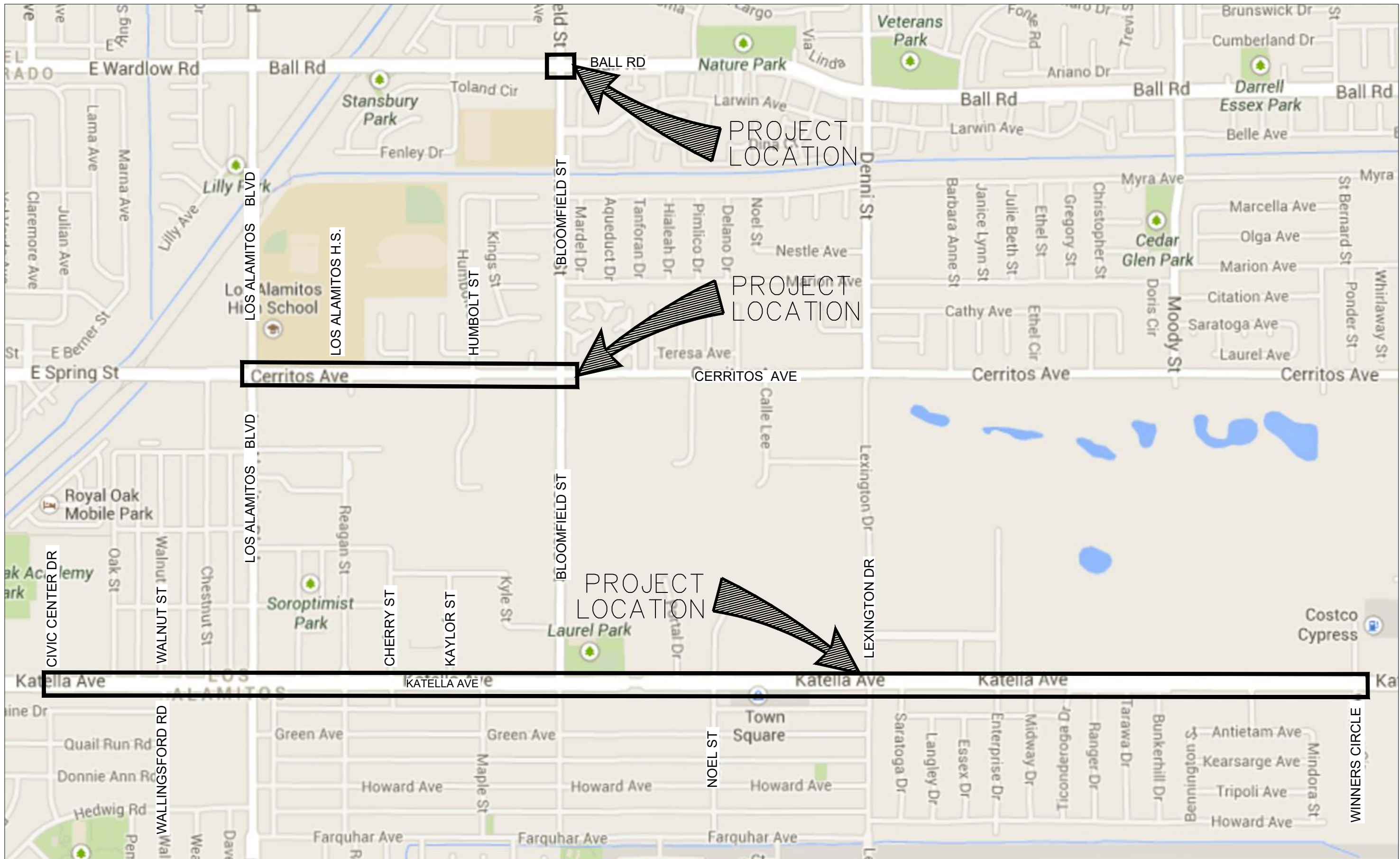
10. ROSSMOOR COMMUNITY
SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR,
CA 90720
(562) 431-0525



CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

ARTERIAL OVERHEAD STREET NAME
SIGN REPLACEMENT PROJECT

PROJECT NO. CIP 21/22-01



VICINITY MAP

SCALE : N.T.S.

SHEET SCHEDULE

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2 - 4	STREET NAME SIGN REPLACEMENT 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. CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.



REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

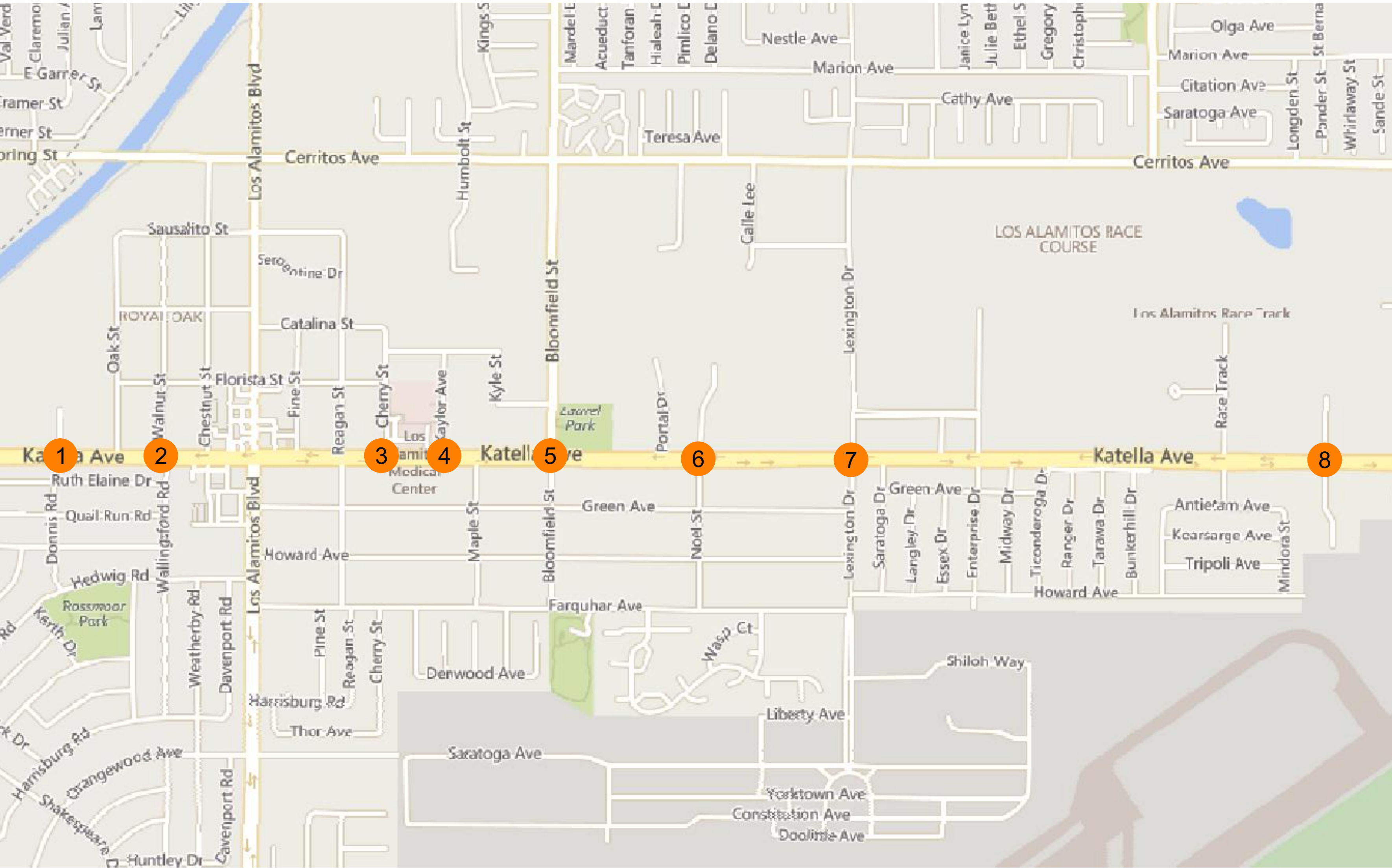
APPV'D



DRAWN BY	MH	DATE	6/21/2021
CHECKED BY	JL		6/21/2021
DESIGNED BY	FI		6/21/2021
APPROVED	<i>Farhad Tootballi</i> City Engineer	DATE	6/21/2021

CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

ARTERIAL OVERHEAD STREET NAME SIGN
REPLACEMENT PROJECT



LEGEND

REPLACE EXISTING OVERHEAD STREET NAME SIGNS PER DETAIL "A" .
NUMBER OF SIGNS PER TABLE 1. SIGN DETAIL PER TABLE 2.

TABLE 2

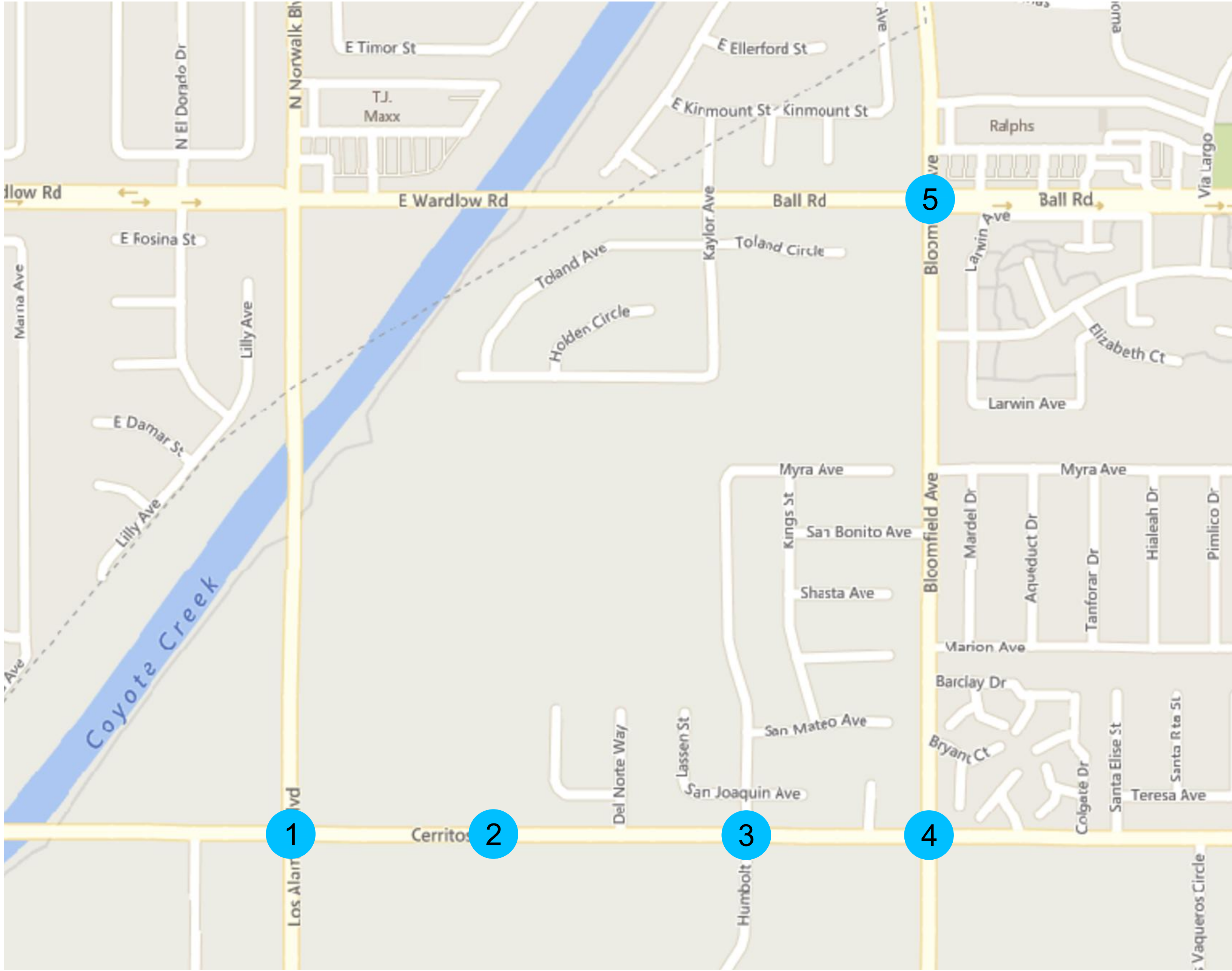
SIGN DETAIL					
FONT		SIZE	COLOR	BACKGROUND	MATERIAL
STREET NAME	CENTURY GOTHIC	8"UC/6"LC	WHITE	SULTAN BLUE PANTONE 288C 3630-157	ALUM. PANEL WITH 3M DG3 REFLECTIVE SHEETING
SUFFIX	CENTURY GOTHIC	8"UC/6"LC	WHITE		
"CITY OF LOS ALAMITOS"	CENTURY GOTHIC	2"	WHITE		
CITY LOGO	N/A	8" TALL	N/A		

NOTE: ALL OVERHEAD STREET NAME SIGNS SHALL BE REFLECTORIZED.

TABLE 1

SIGN QUANTITY				
No.	Primary Street	Number of Signs	Secondary Street	Number of Signs
1	Katella Ave	0	Epson Way	0
			Epson Way	0
2	Katella Ave	0	Walnut St ➡	1
			➡ Wallingsford Rd	1
3	Katella Ave	1	Cherry St ➡	1
			➡ Cherry St	1
4	Katella Ave	1	Kaylor St ➡	1
			➡ Kaylor St	1
5	Katella Ave	2	Bloomfield St	2
6	Katella Ave	2	Noel St	2
7	Katella Ave	2	Lexington Dr	2
8	Katella Ave	1	Winners Circle	1
TOTAL QUANTITY				25





LEGEND

 REPLACE EXISTING OVERHEAD STREET NAME SIGNS PER DETAIL "A".
NUMBER OF SIGNS PER TABLE 1. SIGN DETAIL PER TABLE 2.

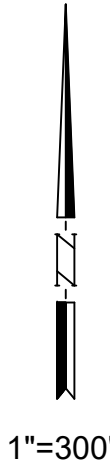


TABLE 1

SIGN QUANTITY				
No.	Primary Street	Number of Signs	Secondary Street	Number of Signs
1	Los Alamitos Blvd	0	Cerritos Ave	2
2	Cerritos Ave	1	Los Alamitos H.S. ➔	1
			➔ Los Alamitos H.S.	1
3	Cerritos Ave	0	Humbolt St	2
4	Cerritos Ave	2	Bloomfield St	2
5	Bloomfield St	1	Ball Rd	1
TOTAL QUANTITY				13

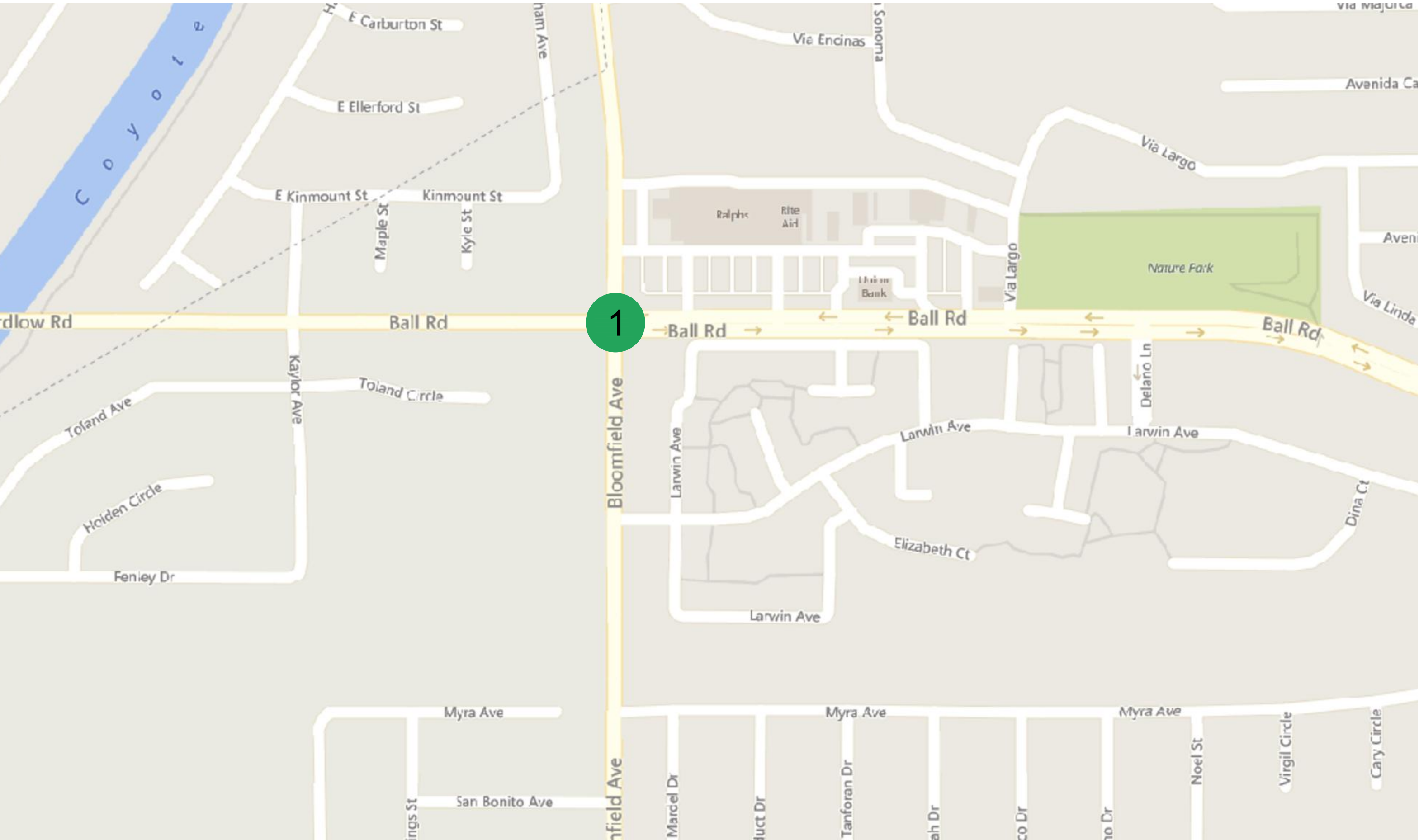


DETAIL "A"

TABLE 2

SIGN DETAIL					
FONT		SIZE	COLOR	BACKGROUND	MATERIAL
STREET NAME	CENTURY GOTHIC	8"UC/6"LC	WHITE	SULTAN BLUE PANTONE 288C 3630-157	ALUM. PANEL WITH 3M DG3 REFLECTIVE SHEETING
SUFFIX	CENTURY GOTHIC	8"UC/6"LC	WHITE		
"CITY OF LOS ALAMITOS"	CENTURY GOTHIC	2"	WHITE		
CITY LOGO	N/A	8" TALL	N/A		

NOTE: ALL OVERHEAD STREET NAME SIGNS SHALL BE REFLECTORIZED.



LEGEND

- REPLACE EXISTING OVERHEAD STREET NAME SIGNS PER DETAIL "A" .
- NUMBER OF SIGNS PER TABLE 1. SIGN DETAIL PER TABLE 2.

TABLE 1

SIGN QUANTITY				
No.	Primary Street	Number of Signs	Secondary Street	Number of Signs
1	Bloomfield St	1	Ball Rd	1
TOTAL QUANTITY				1



TABLE 2

SIGN DETAIL					
FONT		SIZE	COLOR	BACKGROUND	MATERIAL
STREET NAME	CENTURY GOTHIC	8"UC/6"LC	WHITE	SULTAN BLUE PANTONE 288C 3630-157	ALUM. PANEL WITH 3M DG3 REFLECTIVE SHEETING
SUFFIX	CENTURY GOTHIC	8"UC/6"LC	WHITE		
"CITY OF LOS ALAMITOS"	CENTURY GOTHIC	2"	WHITE		
CITY LOGO	N/A	8" TALL	N/A		

NOTE: ALL OVERHEAD STREET NAME SIGNS SHALL BE REFLECTORIZED.

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

JULY 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 a.m. on the 1st day of September 2021**
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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
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



Chris Kelly, P. E.
P.E. 83179
Expiration Date: March 31, 2023

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

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SPECIFICATION NO. CIP 21/22-01
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SECTION A

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01 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 1st day of September 2021**. The bids will be publicly opened and read at 11:00 a.m. **on the 1st day of September 2021**, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to remove and replace existing overhead illuminated street name signs at signalized intersections with new reflectorized overhead street name signs. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents.

Copies of the plans, specifications, and contract documents are available from the City of Los Alamitos, **3191 Katella Avenue, Los Alamitos, CA 90720** upon payment of a **\$15.00 non-refundable fee if picked up, or payment of a \$25.00 non-refundable fee if mailed**. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A or C-45 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 ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT
PROJECT,
SPECIFICATION NO. CIP 21/22-01**

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.

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 \$43,000.00.

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.

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

SECTION B

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute said work to completion before the expiration of **10 WORKING DAYS**. Contractor shall have sixty (60) calendar days for procurement time after the date in the Notice to Procure. No work shall be done until after procurement period ends. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar days 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 Dave Hunt, City of Los Alamitos, (562)-431-3538, ext. 110.

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

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

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

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

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

B1.07 ADDENDA

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

B1.08 BID PRICES

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

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

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

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

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

B1.09 TAXES

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

B1.10 RECOGNITION OF BONDING COMPANIES

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

B1.11 QUALIFICATION OF BIDDERS

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

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

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

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

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

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

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

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

B1.13 PROPOSAL GUARANTEE

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

B1.14 MODIFICATION OF PROPOSAL

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

B1.15 WITHDRAWAL OF PROPOSAL

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

B1.16 POSTPONEMENT OF BID OPENING

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

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

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

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
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

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01 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 evidence 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

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01 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)

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BID SCHEDULES

BID SCHEDULE A ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Remove and Replace Existing Overhead Street Name Sign with New Non-Illuminated Retro-Reflective Street Name Sign per Plan	37	EA	\$	\$
Subtotal - Schedule A					

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.

(Company Name of Bidder)

(Date)

BID BOND

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
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

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01 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

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ FAX: _____

E-mail: _____

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

License Expiration Date: _____

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

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

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

Prior Disqualification

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

Violations of Federal or State Law

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

Yes / No: _____ Federal / State: _____

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

Have the penalties been paid? Yes / No: _____

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

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

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

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2021, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01 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)

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
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

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01

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

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
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

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT, SPECIFICATION NO. CIP 21/22-01 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 ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT, SPECIFICATION NO. CIP 21/22-01, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

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

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

ARTICLE III: Compensation

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

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

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

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

ARTICLE IV: Labor Code

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

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

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general

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

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

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

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

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

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a

subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

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

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

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

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

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

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

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

ARTICLE VI: Insurance

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

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

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth.

CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: CHRIS KELLEY

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

A. All reports, documents or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired,

but no such written products shall be the subject of a copyright application by CONTRACTOR.

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

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

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

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

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

CONTRACTOR:

Contractor's Business Name

Contractor's Sign Name, Title
Contractor's License No. XXXXXX

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

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Mayor
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]** Dollars (\$XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

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

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

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

Contractor*

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

Surety*

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

Subscribed and sworn to this ____ day of _____, 20_.

NOTARY PUBLIC.....

..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
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: ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT, SPECIFICATION NO. CIP 21/22-01 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

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

Contractor* Name, Title of Signer _____

SURETY* _____

Contractor's Business Name _____

Mailing Street Address _____

City, State, Zip Code _____

Telephone # _____

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

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

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
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

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
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

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01 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

**ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

E-STANDARD SPECIFICATION

STANDARD SPECIFICATIONS

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01 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 600 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 700 through 799. 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 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 GENERAL

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.

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 SURVEY

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

3-12.2 AIR POLLUTION CONTROL

Add the following Subsection:

3-12.2.1 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 workday.

3-12.6 WATER POLLUTION CONTROL

Add the following to Subsection 7-8.6:

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 SWPPP Preparation

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 AND ACCEPTANCE

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 MATERIAL

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 TEST OF MATERIALS

Delete the third, fourth, and fifth 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.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF 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 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 6-6.2.1 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 6-6.1.3 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 title and 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.

6-12 DISPUTES AND CLAIMS

6-12.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any “decision” purportedly made pursuant to this Subsection 6-12 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 6-13 or other duties required by the Contract Documents.

6-12.2 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.

6-12.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract, except for claims that have been released by execution of the “Release on Contract” as provided in Subsection 9-4, 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 those 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.

6-13 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 6-12 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 6-13 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 6-13 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 - 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.

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PART 4 - PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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.

403-3 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.

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, refuse collectors, and Los Angeles County Department of Public Works) 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.

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PART 6 - ACCESS

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.

**STANDARD SPECIFICATIONS
ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
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 600 per the SSPWC.

**SPECIAL PROVISIONS
ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO. CIP 21/22-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PART 7 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 700 – MATERIALS

SECTION 701 - CONSTRUCTION

The text of Sections 700 and 701 of the SPPWC is hereby deleted and replaced with the following:

All equipment, materials, and components for replacement of overhead street name signs shall conform to the 2018 Caltrans Revised Standard Plans and Revised Standard Specifications, Section 86, "Electrical Work" and Section 87 "Electrical Systems" 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 the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 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 87 – ELECTRICAL SYSTEMS

87-1 GENERAL

87-1.03 Construction.

87-1.03A General.

No work shall commence and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 5-working days prior to said delivery date.

Traffic signal shutdowns shall be limited to the hours between 9 a.m. and 3 p.m. and shall not be permitted on Friday, Saturday, or Sundays.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

87-4.02C Internally Illuminated Street Name Signs. All new overhead street name signs shall be non-illuminated and reflectorized.

Add the following:

Non-Illuminated Retro-Reflective Street Name Signs. Non-illuminated retro-reflective street name sign details of color, style, logo, borders, and spacing shall conform to the standards established by the City of Los Alamitos. Material, sheeting and all other requirements not specified here in shall conform to Caltrans standard specifications. "Periods" shall not be used on abbreviations. A scale layout for each sign legend shall be submitted to the City Engineer for approval prior to fabrication. All new Non-Illuminated Retro-Reflective Street Name Signs shall include new mounting hardware.

87-1.04 Payment. Payment for overhead street name sign replacements under Sections 86 and 87 shall be included in the unit price bid for removal and replacement of overhead street name signs, and no additional compensation will be allowed therefor.

APPENDIX - PART 1

Standard Plans



SIGN DETAIL TABLE					
ITEM	FONT	SIZE	COLOR	BACKGROUND	MATERIAL
STREET NAME	CENTURY GOTHIC	8"UC/6"LC	WHITE	SULTAN BLUE PANTONE 288C 3630-157	ALUM. PANEL WITH 3M DG3 REFLECTIVE SHEETING
SUFFIX	CENTURY GOTHIC	8"UC/6"LC	WHITE		
"CITY OF LOS ALAMITOS"	CENTURY GOTHIC	2"	WHITE		
CITY LOGO	N/A	8" TALL	N/A		

NOTE: ALL OVERHEAD STREET NAME SIGNS SHALL BE REFLECTORIZED.



CITY OF LOS ALAMITOS
OVERHEAD STREET NAME SIGN
STANDARD DETAIL

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 19, 2021

ITEM NUMBER: 11F

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

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Approval of Microsoft Office 365 and Exchange Server Online through Dell Utilizing the County of Riverside Agreement

SUMMARY

This item recommends purchase of Microsoft Office 365 and Exchange Server online utilizing pricing through the Riverside County Microsoft Enterprise Agreement. Los Alamitos Municipal Code Section 2.60.110 allows the City to utilize the Riverside Enterprise Agreement to secure discounted pricing of Microsoft licensing. Riverside's sheer volume of licenses of Microsoft products has allowed them to obtain a deep discount on these products. This discount is allowed to be passed on to other agencies within the state.

RECOMMENDATIONS

Authorize the City Manager to execute the appropriate contracts and documentation with Dell for the purchase of Microsoft Office 365 and Exchange Online in an amount not to exceed \$67,086.00 over a three-year term or \$22,362.00 annually.

BACKGROUND

The City has successfully utilized Microsoft Windows, Office, and Exchange for over a decade. As Microsoft and other technologies evolve to cloud-based solutions, staff has determined that it is in the City's best interest to transition to Microsoft Office 365 with Exchange Online User Licensing.

Microsoft Office 365 will provide the City a number of benefits which include:

- Removing hardware, maintenance, and support costs associated with on premise Exchange server installations
- Ability to grow as an organization without incurring future hardware, storage, and backup costs
- Significant increase in the default mailbox size for City users
- Make email search queries simple and seamless

- Ability to archive email as defined by the City's Retention Policy
- Enhanced organization communication with improved collaboration provided by Microsoft Teams SharePoint and OneDrive for businesses
- Guard against spam and malware and maintain email access during and after emergencies with help from Exchange Online Protection
- Eliminate threats before they reach the City's firewall with multi-layered, real-time anti-spam and multi-engine anti-malware protection

DISCUSSION

Microsoft does not license its software directly. Its products are licensed from resellers. The City's standard competitive bidding procedure of issuing an RFP is not the process that best meets the City's goals as most resellers will not typically respond to an RFP of this size.

In order to provide the City with the best service at the lowest price, Staff is recommending "piggybacking" on the County of Riverside's Microsoft Enterprise Agreement. The County of Riverside has secured favorable volume pricing for Microsoft licenses that the City can "piggyback" on. By using the prices provided through the Riverside negotiated Microsoft Agreement, the City gains a significantly lower price per license compared to purchasing outside of this agreement.

The City's contracted IT Department, Scientia, worked with Dell to obtain a quote based on the pricing from Riverside County Agreement. The City's Municipal Code Section 2.60.110, Purchases through other agencies, allows the City Council to waive competitive bidding when it is determined that another public agency or government entity has selected the vendor using competitive bidding procedures and may proceed to purchase the supplies, equipment or services at a price equivalent to that offered to the acquiring agency. Scientia will work with Dell to purchase the software and have it installed for use throughout the City. This service is included in the City's existing agreement with Scientia.

FISCAL IMPACT

The Office 365 licensing will cost \$22,362.00 annually for a three year total of \$67,086.00. There is sufficient funding in the budget in account number 53-512-5451.

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

*Attachments: 1. Dell Quote dated 7/13/2021
 2. Riverside County Microsoft Enterprise Agreement*



Dell Customer Confidential

Quotation

Tyler White
Joseph_T_White@Dell.com
512-728-9481

Customer: Los Alamitos
Dell Customer Number: 3269079

Date of Issue: 7/14/2021

Master Agreement:

Enrollment	Year 1	Year 2	Year 3	3 Year Total
Pending	\$22,362.00	\$22,362.00	\$22,362.00	\$67,086.00

Program	Part Number	Item Description	Annual Unit Price	Quantity	Extended Price
YEAR 1					
Section 1 - Monthly Subscriptions					
Enterprise Subscripitons					
Enterprise Agreement	AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$ 205.80	100	\$ 20,580.00
Additional Product Subscripitons					
Enterprise Agreement	3MS-00001	ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr	\$ 35.64	50	\$ 1,782.00
					\$ 22,362.00

Program	Part Number	Item Description	Annual Unit Price	Quantity	Extended Price
YEAR 2					
Section 1 - Monthly Subscriptions					
Enterprise Subscripitons					
Enterprise Agreement	AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$ 205.80	100	\$ 20,580.00
Additional Product Subscripitons					
Enterprise Agreement	3MS-00001	ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr	\$ 35.64	50	\$ 1,782.00
					\$ 22,362.00

Program	Part Number	Item Description	Annual Unit Price	Quantity	Extended Price
YEAR 3					
Section 1 - Monthly Subscriptions					
Enterprise Subscripitons					
Enterprise Agreement	AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$ 205.80	100	\$ 20,580.00
Additional Product Subscripitons					
Enterprise Agreement	3MS-00001	ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr	\$ 35.64	50	\$ 1,782.00
					\$ 22,362.00

Microsoft Document Headersheet

Attachment 2

** This is for informational purposes only **

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

Signature Form

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:



Program Signature Form

MBA/MBSA number

004-kayleed-S-04

Agreement number

8084445

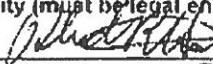
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

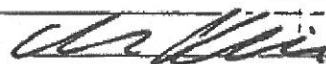
Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature* 	
Printed First and Last Name* Richard R. Hai	
Printed Title Sr. Procurement Contract Specialist	
Signature Date* 08/22/2019	
Tax ID	

* Indicates required field

FORM APPROVED COUNTY COUNSEL
BY  8/22/19
DATE
SUSANNA N. OH

Microsoft Affiliate	
Microsoft Corporation	
Signature 	 Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

[REDACTED] Agreement

Do not modify the formatting or spacing of this Form above this text

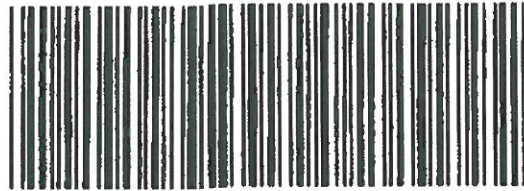
Subsidiary:

Country: United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

15

Comments:

8/23/2019 9:42:31 PM



Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise program works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making copies of Products and re-imaging rights.

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
- (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and termination.

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

a. Products. Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. Non-Microsoft software and technology. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. Limited warranties and remedies.

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. **Miscellaneous.**

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- ☐ MBSA
☒ Agreement
☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina Last Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina Last Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside

Contact name*: First Regina Last Funderburk

Contact email address* RFunderburk@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSL
Tracking
Number)

5-0000004275258

Doc Type:

Amendments

Do not modify the formatting or spacing of this Form above this text

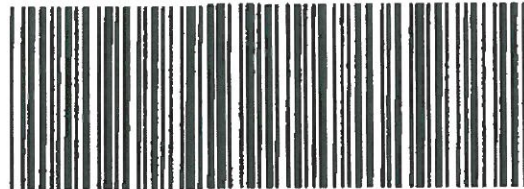
Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

Amendment to Contract Documents

Agreement Number:

8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
 - a. Term. The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	UD
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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 19, 2021

ITEM NUMBER: 12A

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

Presented By: Michael S. Daudt, City Attorney

Subject: Approval of Employment Agreements for Finance Director, Development Services Director and Recreation & Community Services Director

SUMMARY

This report seeks consideration to approve the employment agreements for Mr. Craig Koehler as Finance Director, Mr. Ron Noda as Development Services Director, and Ms. Emeline Noda as Recreation and Community Services Director for the City of Los Alamitos.

RECOMMENDATIONS

1. Receive oral summary of the proposed employment agreements with Mr. Craig Koehler, Mr. Ron Noda, and Ms. Emeline Noda in accordance with California Government Code section 54953(c)(3); and,
2. Authorize the City Manager to enter into an employment agreement with Mr. Craig Koehler as Finance Director for the City of Los Alamitos at an annual base salary equal to Step E, Tier 2 of the Resolution 2021-14 Regarding Salary and Benefits for Non-Represented Employees with a term that shall continue until terminated by either Party; and,
3. Authorize the City Manager to enter into an employment agreement with Mr. Ron Noda as Development Services Director for the City of Los Alamitos at an annual base salary equal to Step A, Tier 1 of the Resolution 2021-14 Regarding Salary and Benefits for Non-Represented Employees with a term that shall continue until terminated by either Party; and,
4. Authorize the City Manager to enter into an employment agreement with Ms. Emeline Noda as Recreation and Community Services Director for the City of Los Alamitos at an annual base salary equal to Step A, Tier 1 of the Resolution 2021-14 Regarding Salary and Benefits for Non-Represented Employees with a term that shall continue until terminated by either Party.

BACKGROUND AND DISCUSSION

Mr. Craig Koehler has served as the Interim Finance Director this past year. Even under difficult circumstances, Mr. Koehler has been able to work hand in hand with the Budget Standing Committee, staff, and the City Council in order to produce two balanced budgets. He has also initiated a number of reviews of the City's past and current financial practices. He has effectively managed the daily functions of the Finance Department, and has provided a steady hand as the City has worked to address its financial issues over the past year.

Mr. Ron Noda was hired by the City of Los Alamitos in 1998 in the Recreation and Community Services Department. In June 2020, Mr. Noda was appointed as the Interim Development Services Director. Mr. Noda's institutional knowledge and ability to move operational goals to real world results has made him an tremendous asset to our organization and executive team.

Ms. Emeline Noda was hired in 2007 in the Recreation and Community Services Department and is currently serving as the Interim Recreation & Community Services Director. Ms. Noda's professional experience and character are in direct alignment with the City of Los Alamitos' long term goals and objectives. Ms. Noda's ability to quickly adapt to an ever changing environment and continuously produce exceptional programs for the community has made her an extraordinary Recreation and Community Services Director.

The City Manager has reviewed the performance of these individuals over the past year and is satisfied with each individual's quality of work and performance. Accordingly, the City Manager recommends the City Council approve the attached agreements.

FISCAL IMPACT

Sufficient funds have been included in the Proposed Fiscal Year 2021/22 Budget for Finance Director, Development Services Director, Recreation & Community Services Director.

Submitted by: Chelsi A. Wilson, Executive Assistant to the City Manager

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Reviewed by: Chet Simmons, City Manager

Attachments:

- 1. Employment Agreement, Craig Koehler*
- 2. Employment Agreement, Ron Noda*
- 3. Employment Agreement, Emeline Noda*
- 4. Resolution 2021-14 Regarding Salary and Benefits for Non-Represented Employees*

CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(EXECUTIVE MANAGEMENT)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this 19 day of July, 2021 by and between the CITY OF LOS ALAMITOS, a municipal corporation (hereinafter referred to as "City") and Craig Koehler (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for Finance Director services. 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 Finance Director for the City of Los Alamitos, and Employee desires to accept employment as Finance Director. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as Finance Director 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 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 Council, 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 July 19, 2021, ("Effective Date"), and shall continue until 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, but subject to the terms of this Agreement. Nothing in this Agreement, any statute, ordinance, or rule, shall prevent, limit or otherwise interfere with the right of the City Manager to terminate, without cause or right of appeal or grievance, except for those rights set forth in Section 3.2.6 below, the services of the Employee at any time during the Term of this Agreement. Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his/her employment.

3.2.3 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation leave, upon the happening of any of the following events:

(1) Upon mutual agreement in writing by both Parties to terminate this Agreement.

(2) Upon resignation by Employee.

(3) Upon the death of Employee.

(4) When Employee has been unable to perform all or substantially all of the essential functions of his/her position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required by applicable law, Employee shall be entitled to use accrued but unused sick leave before this three (3) month period begins to run.

3.2.4 Termination Without Cause; Severance. This Agreement, and Employee's employment, may be terminated without prior notice at any time, with or without cause, by the City Manager. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to terminate this Agreement at any time, with or without cause, subject to the Termination provisions of this Agreement. In the event Employee is terminated without cause at such time as Employee is willing and able to perform his/her duties under this Agreement, other than under an Automatic Termination instance as provided for in Section 3.2.3, the City agrees to pay Employee a severance payment equal to three (3) months' base salary (as described in Section 3.3 below) ("Severance Payment"). The Severance Payment is expressly contingent on Employee executing a valid waiver and release of all claims against the City, City Manager, and City Council members individually and collectively ("Separation Agreement and General Release"). Should Employee fail to execute the Separation Agreement and General Release, Employee will forego any right to the Severance Payment. Recovery and enforcement of the Severance Payment shall be Employee's sole remedy for a termination without cause. The Severance Payment shall be paid in one lump sum. Upon termination, with or without cause, Employee shall also be entitled to compensation for accrued and unused vacation leave pursuant to City policy.

3.2.5 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. Upon voluntary resignation, Employee shall be entitled to accrued vacation leave benefits, but not to the Severance Payment described in Section 3.2.4 above.

3.2.6 Termination for Cause; Procedure. Except as provided in Subsection (6) below, in the event Employee is terminated for cause, City shall have no obligation to pay the Severance Payment described in Section 3.2.4 above. The following procedures shall apply to any termination for cause:

(1) At least thirty (30) calendar days before the effective date of any termination for cause, the City shall deliver to Employee a written specification of the charges or other reasons upon which "cause" is alleged, as well as the specific effective date of termination. After furnishing Employee with written notice of his/her intended termination for cause and without the need to wait for the thirty (30) day appeal/hearing period discussed below to expire, the City Manager may suspend him/her from duty, but his/her base salary shall continue for

thirty (30) days from the effective date of suspension, regardless of the effective date of termination.

(2) Employee shall then have seven (7) calendar days from notice of termination to challenge such termination for cause by delivery of a written response to such specifications. Within such seven (7) day period, Employee may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the seven (7) calendar day period shall constitute a waiver of such right, and the City Manager's determination shall be final.

(3) If a hearing is demanded, such hearing shall be held before the City Manager, unless the Parties agree to an alternative procedure or alternative hearing body or officer. No hearing shall be held in public unless requested by Employee. Regardless of the date issued, the decision of the City Manager or other hearing body or officer shall be binding, final as of the effective date of termination provided for in the notice under Subsection (1) above, and without right of further appeal.

(4) The issues to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement and whether the specifications are supported by a preponderance of the evidence.

(5) The Parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall cooperate in selecting a date for the hearing which shall be no later than sixty (60) days following the City's notice of termination for cause.

(6) In the event the City Manager or other hearing body or officer concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of severance pay and benefits as he/she would have received if terminated without cause pursuant to Section 3.2.4 above. Employee shall not have any reinstatement rights.

(7) If a written response is submitted, but no hearing is demanded, the City Manager shall review his/her decision based upon Employee's written response. However, any determination by the City Manager after reviewing such written response (where no hearing has been demanded) shall be final and without right of appeal.

3.2.7 Government Code Provisions. In accordance with Government Code sections 53243 through 53243.4, if Employee is paid any leave salary pending investigation, if City provides funds for the legal defense of Employee, or if Employee receives any cash settlement related to the termination of this Agreement, including the Severance Payment specified above, and Employee is subsequently convicted of a crime involving the abuse of his or her office as defined by Government Code section 53243.4, Employee shall fully reimburse City for such monies paid. These provisions shall survive termination of this Agreement.

3.3 Salary.

City shall compensate Employee at an annual base salary equal to Step E of Range A to E, Tier 2 of the Resolution 2021-14 Regarding Salary and Benefits for Non-Represented Employees (“Salary and Benefits Resolution”). 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.

Except as otherwise set forth herein, Employee shall be entitled to those benefits, including holidays, bereavement, temporary disability, jury duty, vacation, sick leave, disability, health and life insurance, and retirement, provided for Executive Management employees in the Salary and Benefit Resolution.

3.5 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: Craig Koehler
 [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 Finance Director.

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:

Craig Koehler

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(EXECUTIVE MANAGEMENT)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this 19 day of January, 2021 by and between the CITY OF LOS ALAMITOS, a municipal corporation (hereinafter referred to as "City") and Ron Noda (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for Development Services Director services. 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 Development Services Director for the City of Los Alamitos, and Employee desires to accept employment as Development Services Director. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as Development Services Director 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 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 Council, 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 July 19, 2021, ("Effective Date"), and shall continue until 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, but subject to the terms of this Agreement. Nothing in this Agreement, any statute, ordinance, or rule, shall prevent, limit or otherwise interfere with the right of the City Manager to terminate, without cause or right of appeal or grievance, except for those rights set forth in Section 3.2.6 below, the services of the Employee at any time during the Term of this Agreement. Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his/her employment.

3.2.3 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation leave, upon the happening of any of the following events:

(1) Upon mutual agreement in writing by both Parties to terminate this Agreement.

(2) Upon resignation by Employee.

(3) Upon the death of Employee.

(4) When Employee has been unable to perform all or substantially all of the essential functions of his/her position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required by applicable law, Employee shall be entitled to use accrued but unused sick leave before this three (3) month period begins to run.

3.2.4 Termination Without Cause; Severance. This Agreement, and Employee's employment, may be terminated without prior notice at any time, with or without cause, by the City Manager. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to terminate this Agreement at any time, with or without cause, subject to the Termination provisions of this Agreement. In the event Employee is terminated without cause at such time as Employee is willing and able to perform his/her duties under this Agreement, other than under an Automatic Termination instance as provided for in Section 3.2.3, the City agrees to pay Employee a severance payment equal to three (3) months' base salary (as described in Section 3.3 below) ("Severance Payment"). The Severance Payment is expressly contingent on Employee executing a valid waiver and release of all claims against the City, City Manager, and City Council members individually and collectively ("Separation Agreement and General Release"). Should Employee fail to execute the Separation Agreement and General Release, Employee will forego any right to the Severance Payment. Recovery and enforcement of the Severance Payment shall be Employee's sole remedy for a termination without cause. The Severance Payment shall be paid in one lump sum. Upon termination, with or without cause, Employee shall also be entitled to compensation for accrued and unused vacation leave pursuant to City policy.

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3.2.6 Termination for Cause; Procedure. Except as provided in Subsection (6) below, in the event Employee is terminated for cause, City shall have no obligation to pay the Severance Payment described in Section 3.2.4 above. The following procedures shall apply to any termination for cause:

(1) At least thirty (30) calendar days before the effective date of any termination for cause, the City shall deliver to Employee a written specification of the charges or other reasons upon which "cause" is alleged, as well as the specific effective date of termination. After furnishing Employee with written notice of his/her intended termination for cause and without the need to wait for the thirty (30) day appeal/hearing period discussed below to expire, the City Manager may suspend him/her from duty, but his/her base salary shall continue for

thirty (30) days from the effective date of suspension, regardless of the effective date of termination.

(2) Employee shall then have seven (7) calendar days from notice of termination to challenge such termination for cause by delivery of a written response to such specifications. Within such seven (7) day period, Employee may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the seven (7) calendar day period shall constitute a waiver of such right, and the City Manager's determination shall be final.

(3) If a hearing is demanded, such hearing shall be held before the City Manager, unless the Parties agree to an alternative procedure or alternative hearing body or officer. No hearing shall be held in public unless requested by Employee. Regardless of the date issued, the decision of the City Manager or other hearing body or officer shall be binding, final as of the effective date of termination provided for in the notice under Subsection (1) above, and without right of further appeal.

(4) The issues to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement and whether the specifications are supported by a preponderance of the evidence.

(5) The Parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall cooperate in selecting a date for the hearing which shall be no later than sixty (60) days following the City's notice of termination for cause.

(6) In the event the City Manager or other hearing body or officer concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of severance pay and benefits as he/she would have received if terminated without cause pursuant to Section 3.2.4 above. Employee shall not have any reinstatement rights.

(7) If a written response is submitted, but no hearing is demanded, the City Manager shall review his/her decision based upon Employee's written response. However, any determination by the City Manager after reviewing such written response (where no hearing has been demanded) shall be final and without right of appeal.

3.2.7 Government Code Provisions. In accordance with Government Code sections 53243 through 53243.4, if Employee is paid any leave salary pending investigation, if City provides funds for the legal defense of Employee, or if Employee receives any cash settlement related to the termination of this Agreement, including the Severance Payment specified above, and Employee is subsequently convicted of a crime involving the abuse of his or her office as defined by Government Code section 53243.4, Employee shall fully reimburse City for such monies paid. These provisions shall survive termination of this Agreement.

3.3 Salary.

City shall compensate Employee at an annual base salary equal to Step A of Range A to E, Tier 1 of the Resolution 2021-14 Regarding Salary and Benefits for Non-Represented Employees (“Salary and Benefits Resolution”). 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.

Except as otherwise set forth herein, Employee shall be entitled to those benefits, including holidays, bereavement, temporary disability, jury duty, vacation, sick leave, disability, health and life insurance, and retirement, provided for Executive Management employees in the Salary and Benefit Resolution.

3.5 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: Ron Noda
 [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 Development Services Director.

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:

Ron Noda

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(EXECUTIVE MANAGEMENT)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this 19 day of July, 2021 by and between the CITY OF LOS ALAMITOS, a municipal corporation (hereinafter referred to as "City") and Emeline Noda (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for Recreation & Community Services Director services. 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 Recreation & Community Services Director for the City of Los Alamitos, and Employee desires to accept employment as Recreation & Community Services Director. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as Recreation & Community Services Director 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 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 Council, 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 July 19, 2021, ("Effective Date"), and shall continue until 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, but subject to the terms of this Agreement. Nothing in this Agreement, any statute, ordinance, or rule, shall prevent, limit or otherwise interfere with the right of the City Manager to terminate, without cause or right of appeal or grievance, except for those rights set forth in Section 3.2.6 below, the services of the Employee at any time during the Term of this Agreement. Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his/her employment.

3.2.3 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation leave, upon the happening of any of the following events:

(1) Upon mutual agreement in writing by both Parties to terminate this Agreement.

(2) Upon resignation by Employee.

(3) Upon the death of Employee.

(4) When Employee has been unable to perform all or substantially all of the essential functions of his/her position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required by applicable law, Employee shall be entitled to use accrued but unused sick leave before this three (3) month period begins to run.

3.2.4 Termination Without Cause; Severance. This Agreement, and Employee's employment, may be terminated without prior notice at any time, with or without cause, by the City Manager. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to terminate this Agreement at any time, with or without cause, subject to the Termination provisions of this Agreement. In the event Employee is terminated without cause at such time as Employee is willing and able to perform his/her duties under this Agreement, other than under an Automatic Termination instance as provided for in Section 3.2.3, the City agrees to pay Employee a severance payment equal to three (3) months' base salary (as described in Section 3.3 below) ("Severance Payment"). The Severance Payment is expressly contingent on Employee executing a valid waiver and release of all claims against the City, City Manager, and City Council members individually and collectively ("Separation Agreement and General Release"). Should Employee fail to execute the Separation Agreement and General Release, Employee will forego any right to the Severance Payment. Recovery and enforcement of the Severance Payment shall be Employee's sole remedy for a termination without cause. The Severance Payment shall be paid in one lump sum. Upon termination, with or without cause, Employee shall also be entitled to compensation for accrued and unused vacation leave pursuant to City policy.

3.2.5 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. Upon voluntary resignation, Employee shall be entitled to accrued vacation leave benefits, but not to the Severance Payment described in Section 3.2.4 above.

3.2.6 Termination for Cause; Procedure. Except as provided in Subsection (6) below, in the event Employee is terminated for cause, City shall have no obligation to pay the Severance Payment described in Section 3.2.4 above. The following procedures shall apply to any termination for cause:

(1) At least thirty (30) calendar days before the effective date of any termination for cause, the City shall deliver to Employee a written specification of the charges or other reasons upon which "cause" is alleged, as well as the specific effective date of termination. After furnishing Employee with written notice of his/her intended termination for cause and without the need to wait for the thirty (30) day appeal/hearing period discussed below to expire,

the City Manager may suspend him/her from duty, but his/her base salary shall continue for thirty (30) days from the effective date of suspension, regardless of the effective date of termination.

(2) Employee shall then have seven (7) calendar days from notice of termination to challenge such termination for cause by delivery of a written response to such specifications. Within such seven (7) day period, Employee may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the seven (7) calendar day period shall constitute a waiver of such right, and the City Manager's determination shall be final.

(3) If a hearing is demanded, such hearing shall be held before the City Manager, unless the Parties agree to an alternative procedure or alternative hearing body or officer. No hearing shall be held in public unless requested by Employee. Regardless of the date issued, the decision of the City Manager or other hearing body or officer shall be binding, final as of the effective date of termination provided for in the notice under Subsection (1) above, and without right of further appeal.

(4) The issues to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement and whether the specifications are supported by a preponderance of the evidence.

(5) The Parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall cooperate in selecting a date for the hearing which shall be no later than sixty (60) days following the City's notice of termination for cause.

(6) In the event the City Manager or other hearing body or officer concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of severance pay and benefits as he/she would have received if terminated without cause pursuant to Section 3.2.4 above. Employee shall not have any reinstatement rights.

(7) If a written response is submitted, but no hearing is demanded, the City Manager shall review his/her decision based upon Employee's written response. However, any determination by the City Manager after reviewing such written response (where no hearing has been demanded) shall be final and without right of appeal.

3.2.7 Government Code Provisions. In accordance with Government Code sections 53243 through 53243.4, if Employee is paid any leave salary pending investigation, if City provides funds for the legal defense of Employee, or if Employee receives any cash settlement related to the termination of this Agreement, including the Severance Payment specified above, and Employee is subsequently convicted of a crime involving the abuse of his or her office as defined by Government Code section 53243.4, Employee shall fully reimburse City for such monies paid. These provisions shall survive termination of this Agreement.

3.3 Salary.

City shall compensate Employee at an annual base salary equal to Step A of Range A to E, Tier 1 of the Resolution 2021-14 Regarding Salary and Benefits for Non-Represented Employees (“Salary and Benefits Resolution”). 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.

Except as otherwise set forth herein, Employee shall be entitled to those benefits, including holidays, bereavement, temporary disability, jury duty, vacation, sick leave, disability, health and life insurance, and retirement, provided for Executive Management employees in the Salary and Benefit Resolution.

3.5 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: Emeline Noda
 [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 Recreation & Community Services Director.

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:

Emeline Noda

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

RESOLUTION NO. 2021-14**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE SALARY SCHEDULE FOR EXECUTIVE AND NON-REPRESENTED EMPLOYEES EFFECTIVE JULY 4, 2021 AND REPEALING EXHIBIT "C" OF RESOLUTION 2019-27**

WHEREAS, the City of Los Alamitos hereby amends the Executive and Non-Represented Salary schedule to include Development Services Manager, Administrative Services Manager, and Public Works Supervisor; and,

WHEREAS, the new salary schedule for Development Services Manager, Administrative Services Manager, and Public Works Supervisor will become effective July 4, 2021; and,

WHEREAS, this Resolution amends Resolution No. 2019-27.

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. Amends the Executive and Non-Represented Employees Salary schedule to include Development Services Manager, Administrative Services Manager, and Public Works Supervisor effective July 4, 2021, attached hereto as Exhibit A.

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

PASSED, APPROVED, AND ADOPTED this 21st day of June 2021.

DocuSigned by:



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Mark Chirco, Mayor

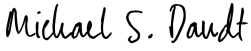
ATTEST:

DocuSigned by:



54BCC20B4CA8408...
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

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 21st day of June, 2021, by the following vote, to wit:

AYES:	COUNCILMEMBERS:	Bates, Doby, Chirco, Hasselbrink, Nefulda
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

DocuSigned by:

Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
Effective July 4, 2021

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	2	C - E	HOURLY	31.54	33.22	34.96	36.80	38.74
				MONTHLY	5,467.64	5,757.28	6,059.36	6,379.21	6,715.05
				ANNUAL	65,611.64	69,087.33	72,712.28	76,550.47	80,580.56
324	Recreation Supervisor	2	MM - E	HOURLY	32.44	34.21	36.10	38.08	40.18
328	Public Works Supervisor			MONTHLY	5,622.23	5,929.64	6,256.60	6,601.32	6,963.82
				ANNUAL	67,466.76	71,155.69	75,079.16	79,215.87	83,565.82
330	Assistant to the City Manager	1	C - E	HOURLY	40.38	42.40	44.52	46.75	49.09
				MONTHLY	6,999.36	7,349.41	7,717.24	8,102.84	8,509.75
				ANNUAL	83,992.28	88,192.96	92,606.87	97,234.02	102,117.04
		2		HOURLY	37.43	39.30	41.26	43.32	45.50
				MONTHLY	6,487.60	6,812.78	7,152.17	7,509.34	7,886.05
				ANNUAL	77,851.19	81,753.34	85,826.08	90,112.05	94,632.58
350	Community Services Manager	1	MM - E	HOURLY	40.41	43.00	45.74	48.66	51.77
355	Recreation Manager			MONTHLY	7,004.69	7,452.48	7,928.70	8,435.12	8,973.53
				ANNUAL	84,056.25	89,429.71	95,144.34	101,221.47	107,682.41
		2		HOURLY	39.47	41.42	43.45	45.26	47.02
				MONTHLY	6,841.21	7,178.83	7,530.66	7,845.18	8,150.81
				ANNUAL	82,094.51	86,145.93	90,367.93	94,142.15	97,809.75
362	Administrative Services Manager	2	MM - E	HOURLY	43.00	45.15	47.41	49.78	52.26
365	Development Services Manager			MONTHLY	7,452.48	7,826.00	8,217.39	8,628.19	9,058.40
				ANNUAL	89,429.71	93,912.00	98,608.64	103,538.24	108,700.80
370	City Clerk	1	A - E	HOURLY	41.32	43.39	45.57	47.84	50.23
				MONTHLY	7,162.84	7,521.78	7,898.49	8,292.97	8,706.99
				ANNUAL	85,954.02	90,261.32	94,781.85	99,515.61	104,483.93
		2		HOURLY	38.28	40.21	42.21	44.32	46.53
				MONTHLY	6,635.08	6,969.15	7,315.65	7,681.70	8,065.52
				ANNUAL	79,621.02	83,629.79	87,787.82	92,180.41	96,786.23
380	Support Services Manager	1	MM - E	HOURLY	49.10	51.56	54.14	56.84	59.68
				MONTHLY	8,511.53	8,936.22	9,384.01	9,853.12	10,345.33
				ANNUAL	102,138.37	107,234.62	112,608.08	118,237.42	124,143.96
		2		HOURLY	45.50	47.77	50.16	52.67	55.31
				MONTHLY	7,886.05	8,280.53	8,694.56	9,129.90	9,586.58
				ANNUAL	94,632.58	99,366.35	104,334.66	109,558.86	115,038.93
385	Finance Director	1	A - E	HOURLY	53.28	58.59	63.93	68.53	74.58
				MONTHLY	9,234.74	10,155.20	11,080.98	11,878.83	12,927.22
				ANNUAL	110,816.93	121,862.37	132,971.79	142,545.93	155,126.64
		2		HOURLY	49.36	54.29	59.22	63.51	69.10
				MONTHLY	8,555.95	9,410.66	10,265.37	11,008.13	11,976.56
				ANNUAL	102,671.45	112,927.93	123,184.42	132,097.53	143,718.71

390	Police Captain	1	MM - E	HOURLY	61.37	64.44	67.67	71.04	74.60
				MONTHLY	10,636.75	11,169.83	11,729.56	12,314.18	12,930.77
				ANNUAL	127,640.97	134,037.95	140,754.77	147,770.12	155,169.29
		2	HOURLY	56.35	59.17	62.13	65.24	68.51	
			MONTHLY	9,767.83	10,256.48	10,770.02	11,308.43	11,875.27	
			ANNUAL	117,213.91	123,077.80	129,240.22	135,701.16	142,503.28	

400	Administrative Services Director	1	A - E	HOURLY	55.94	61.53	67.13	71.96	78.30
430	Recreation & Community Svcs Director			MONTHLY	9,696.75	10,665.18	11,635.39	12,472.32	13,572.25
				ANNUAL	116,360.98	127,982.15	139,624.64	149,667.89	162,866.98
		2	HOURLY	51.83	57.01	62.20	66.68	72.55	
			MONTHLY	8,984.20	9,881.55	10,780.68	11,557.20	12,575.39	
			ANNUAL	107,810.35	118,578.59	129,368.16	138,686.42	150,904.64	

410	Development Services Director	1	A - E	HOURLY	58.74	64.60	70.49	75.55	82.21
				MONTHLY	10,181.85	11,196.48	12,218.22	13,096.03	14,249.26
				ANNUAL	122,182.22	134,357.80	146,618.67	157,152.35	170,991.14
		2	HOURLY	54.42	59.86	65.29	70.02	76.18	
			MONTHLY	9,431.98	10,375.54	11,317.31	12,136.48	13,204.42	
			ANNUAL	113,183.81	124,506.46	135,807.78	145,637.80	158,453.07	

440	Police Chief	1	A - E	HOURLY	65.08	71.57	78.09	84.59	91.10
				MONTHLY	11,280.00	12,404.80	13,534.93	14,661.51	15,789.87
				ANNUAL	135,359.99	148,857.61	162,419.20	175,938.14	189,478.40
		2	HOURLY	59.75	65.72	71.69	77.67	83.65	
			MONTHLY	10,355.99	11,391.95	12,426.12	13,462.08	14,499.81	
			ANNUAL	124,271.90	136,703.36	149,113.49	161,544.94	173,997.72	

500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					
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Employment Category

A = At Will

C = Confidential

MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

Tier 1 represents the salary ranges for non-represented employees appointed before December 16, 2013.

Tier 2 represent the salary ranges for non-represented employees appointed after December 16, 2013.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 19, 2021

ITEM NUMBER: 12B

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

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Resolution No. 2021-18 – Speed Hump Policy

SUMMARY

The following report highlights a potential City-wide policy related to the use and installation of speed hump. This items was requested by the City Council and was developed in consultation with the City's Traffic Commission.

RECOMMENDATION

Adopt Resolution No. 2021-18, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING THE LOS ALAMITOS SPEED HUMP POLICY."

BACKGROUND

In August 2019, the City received a petition signed by residents on Chestnut Street and Walnut Street in the Old Town West neighborhood requesting the installation of speed humps to reduce the impact of vehicle speeding and increase pedestrians safety.

In order to effectively address these concerns, staff proposed a traffic calming pilot program involving street striping and the installation of speed limits signs in an effort to lower vehicles speeds. The Old Town West Traffic Calming Project was approved by City Council at the October 12, 2020 City Council meeting. At that meeting, Council also requested the Traffic Commission consider a speed hump policy and make a recommendation to the Council for its consideration. At its April 14, 2021 meeting, the Traffic Commission discussed the proposed Speed Hump Policy and has recommended it for Council approval.

DISCUSSION

A speed hump is recognized in the Manual of Uniform Traffic Control Devices (MUTCD) as an acceptable traffic control device in the State of California. As a starting point, it is

important to distinguish the differences between speed humps from speed bumps. Speed bumps are generally found in shopping center parking lots and may cause a vehicle to experience a sharp jolt in order to control travel speeds and are not appropriate for use within the public right-of-way. Alternatively, speed humps can be used on public roadways and are designed to provide a smoother, although uncomfortable, ride in an effort to control speed.



[Screencast-O-Matic.com](https://www.screencast-o-matic.com)

Some of the advantages of speed humps are:

- Potential to reduce traffic speeds – speed humps have the potential to decrease speeds by 3-5 miles per hour.
- Discourage using the neighborhood streets for cut-through traffic.

Some disadvantages of speed humps are:

- Impact to emergency vehicles – Depending on the type of vehicle, emergency vehicles may experience delay in response time.
- Increase traffic volume on adjacent streets – traffic on adjacent, non-speed hump streets may increase up to 30%.
- Increase noise level, due to braking as individuals approach speed humps and acceleration after passing one.
- Street maintenance costs increase due to additional labor, materials, maintenance. The initial cost of installation depending on design and location can range from \$3,500 to \$6,000 per unit.
- Potential public liability for damaged vehicles and increased claims.
- Loss of parking space, as speed humps typical extend from curb to curb.

As previously mentioned, several agencies in Southern California allow for the installation of speed humps on residential streets. Each jurisdiction's policy is different, as they seek

to address different local conditions. Some of the common elements found across the different cities' policies are:

- Residents of an impacted area/street/neighborhood begin the consideration process through a petition process in order to define the scope of the problem.
- Requires a traffic study be performed to gauge need, appropriateness, and potential impacts of an installation project.
- Requires approval from the local police and fire department to ensure such changes will not negatively impact public safety.

In some jurisdictions, local agency policies require that less restrictive and evasive measures be attempted prior to installing speed humps. Most agencies include an incremental approach to first resolving speeding problems by utilizing signing (education), passive (radar trailer for educational value) and active (police officers) enforcement approaches before considering installation of speed humps or other design features.

Most often, a request for speed humps is initiated due to perceived or actual speeding in a certain area. In these cases, the collection of a speed data over a 24-hour period will reveal the extent of speeding. More importantly, it will also identify the time and volume of speeding that allows for special enforcement during those peak periods. Roadway traffic volumes have a large bearing on speeding complaints as does the noise created by the roadway surface material and the traffic volume. This is particularly true when a large percentage traffic volume may be pass-through traffic or traffic that is not related to neighborhood access.

Residential speeds have generally been found to have a speed of about 31 to 35 miles per hour (MPH) with a typical residential roadway has a daily traffic volume of 600 to 1200 vehicles per day.

Requirements

Below are the recommended standards that must be met before speed humps will be recommended for installation.

1. The street width is 40 feet or less.
2. The street has a daily traffic volume of 3,000 or less vehicles.
3. 65% of vehicles travelling on the street must exceed the posted speed limit.
4. The street should be no more than one lane in each direction.
5. The street should not have a grade greater than 5%.
6. The street should not be a major thoroughfare for through traffic.
7. Streets eligible for installation of speed humps shall have a speed limit of 25 mile per hour (mph) or less.
8. The street cannot be a Regional Transit bus route.
9. The street cannot be a designated emergency response route.

Process

Below is the recommended process for consideration of installation of speed humps.

1. A petition is required to start the process and must be signed by 65% or more of residences of the impacted area.
2. Once the petition is received, City staff shall conduct appropriate studies of traffic volume and speed, area conditions, potential diversion of traffic to adjacent streets, and other factors deemed necessary. During the review period, City staff may present alternative traffic calming options in lieu of speed humps where appropriate.
3. After review of the petition and appropriate studies, Staff will schedule the item to be considered by the Traffic Commission.
4. The Traffic Commission will review the item and make a recommendation to the City Council.
5. The City Council shall consider the staff report and recommendation of the Traffic Commission, receive citizen input, and make the final determination with respect to installing and removing speed humps or other traffic calming measures.

FISCAL IMPACT

None.

Submitted by: Ron Noda, Acting Deputy City Manager

Approved by: Chet Simmons, City Manager

Attachment: 1. Resolution No. 2021-18 - Los Alamitos Speed Hump Policy

RESOLUTION NO. 2021-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE LOS ALAMITOS SPEED HUMP POLICY

WHEREAS, the City of Los Alamitos desires to provide a policy on speed humps as a traffic calming device option on the City's public right-of-way; and,

WHEREAS, the City of Los Alamitos desires to provide a process on installation and removal of speed humps in the public right-of-way; and,

WHEREAS, the requirement to perform appropriate studies of traffic volume and speed, area conditions, potential diversion traffic to adjacent streets, and other factors deemed necessary; and,

WHEREAS, Los Alamitos Police and local Fire Department shall review with respect to delivery of emergency services; and,

WHEREAS, the City Council desires to enact policies and procedures relating to installation and removal of speed humps in the public right-of-way; and,

WHEREAS, City Council approval of the speed hump policy will create a clear process for the installation and removal of speed humps in the public right-of-way.

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

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

SECTION 2. The City Council adopts the Los Alamitos Speed Hump Policy, attached here as Exhibit A.

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

PASSED, APPROVED, AND ADOPTED this 19th day of July 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 19th day of July, 2021, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS SPEED CONTROL HUMP PROGRAM

1. POLICY

It is the policy of the City of Los Alamitos to adhere to the following guidelines for installing and removing speed humps in the City. The Traffic Commission and/or City Manager shall forward recommendations for speed humps to the City Council. The Los Alamitos City Council is the body that will provide direction and approval for the installation or elimination of speed humps on public right-of-ways.

2. PROCESS

A petition is required to start the process. The petition must be signed by the head of the household of 65% or more of residences fronting the street and the adjacent street(s) that may be affected by the diverted traffic.

Once the petition is received, City staff shall conduct appropriate studies of traffic volume and speed, area conditions, potential diversion of traffic to adjacent streets, and other factors deemed necessary. The Police and Fire Department shall review the request with respect to delivery of emergency services.

After review of the petition and appropriate studies, Staff will schedule the item to be considered by the Traffic Commission. The City shall notify residents on the subject street(s) and the petitioners by direct mailers a minimum of two weeks prior to consideration of the item at the Traffic Commission.

The Traffic Commission will review the item and make a recommendation to the City Council. The City Council shall consider the staff report, receive citizen input, and make the final determination with respect to installing and removing speed humps within the City of Los Alamitos.

At any time before the Traffic Commission and/or City Council review of the petition, staff may present other traffic calming options in lieu of speed humps where appropriate.

3. REQUIREMENTS

Below are the minimum requirements that must be met before speed humps will be recommended for installation.

1. The street width is 40 feet or less.
2. The street has a daily traffic volume of 3,000 or less vehicles.
3. 65% of vehicles travelling on the street must exceed the posted speed limit.
4. The street should be no more than one lane in each direction.
5. The street should not have a grade greater than 5%.
6. The street should not be a major thoroughfare for through traffic.
7. Streets eligible for installation of speed humps shall have a speed limit of 25 mile per hour (mph) or less.

8. The street cannot be a Regional Transit bus route.
9. The street cannot be a designated emergency response route.

4. INSTALLATION GUIDELINES

- a. Speed hump dimensions – made from asphalt only, 3 inches to 4 inches in height, 12 feet in width, full height shall extend to 2 feet from gutter and taper to join existing pavement at edge of gutter.
- b. Place speed humps 200 feet away from intersections, stop signs, or tight turns.
- c. Place speed humps 25 feet from fire hydrants and manholes.
- d. Space speed humps with 200 feet to 500 feet between humps.
- e. Warning signs shall be placed approximately 100 feet ahead of the first speed hump.
- f. Pavement markings shall be placed approximately 100 feet ahead of each speed hump.
- g. Speed humps should not be placed on sharp horizontal curves due to motorcycle and bicycle stability issues.

5. REMOVAL GUIDELINES

- a. Petition – signed by head of household of 65% of the homes on the street and the adjacent street(s) that may be affected by diverted traffic.
- b. Deposit – Petition shall be accompanied by 25% funds to cover the cost of removal as determined by the City Engineer. The cost of removal shall be borne by the requesting residents and full payment is required within 45 days after the completion of the project.
- c. Notification of residents on the street by the City upon receipt of the petition at least two (2) weeks prior to consideration of the item by the Traffic Commission.
- d. Removal of humps are based on the street entirety – no singular speed humps and/or group of speed humps will be considered for removal.
- e. City staff shall conduct appropriate studies of traffic volume and speed, accident frequency, diversion of traffic, and the overall effectiveness of the humps.
- f. Traffic Commission shall consider the staff report, receive resident input and make a recommendation to City Council. City Council will make the final decision with respect to removal of the humps.
- g. Reinstallation – If speed humps are removed at the request of residents and there is a subsequent request for reinstallation, it shall be processed per the guidelines set forth above. The cost of reinstallation (staff labor and hump installation) shall be borne by the requesting residents if said request is made within five (5) years after the humps have been removed. No City funds shall be used for reinstallation within the five (5) year period.