

CITY OF LOS ALAMITOS
3191 Katella Avenue Los Alamitos, CA 90720

CITY COUNCIL AGENDA
REVISED REGULAR MEETING

August 17, 2020 – 6:00 p.m.

SAFETY ALERT –NOTICE REGARDING COVID-19

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

Pursuant to Executive Orders and given the current health concerns, **members of the public may not attend the meeting in person.** Members of the public can access the meeting by phone by dialing +1 (301) 715-8592 and enter the Meeting ID: 898 9047 9278. Your microphone will be disabled upon entry for the duration of the meeting.

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

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

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

Mayor Murphy
Mayor Pro Tem Chirco
Council Member Doby
Council Member Grose
Council Member Hasselbrink

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Chirco will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Grose will give the Invocation.

5. ORAL COMMUNICATIONS

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

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6. COUNCIL ANNOUNCEMENTS

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

7. ITEMS FROM THE CITY MANAGER

8. WARRANTS

Ratify the Warrants for August 17, 2020 in the amount of \$3,167,444.19 and authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of August 17, 2020 to September 20, 2020.

ROLL CALL

Mayor Murphy
Mayor Pro Tem Chirco
Council Member Doby
Council Member Grose
Council Member Hasselbrink

9. **CONSENT CALENDAR**

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

ROLL CALL

Mayor Murphy
Mayor Pro Tem Chirco
Council Member Doby
Council Member Grose
Council Member Hasselbrink

A. Approval of Minutes (City Clerk)

Approve the City Council Regular Minutes of July 20, 2020, Adjourned Regular Minutes of July 27, 2020, and Special Minutes of August 5, 2020, and August 11, 2020.

B. 2020 Local Agency Biennial Notice (City Clerk)

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially. The Biennial Notice must be completed and filed with the City Council. No later than October 1, 2020 any amendments to the Conflict of Interest Code (COI) must be submitted to the City Council for approval. The Conflict of Interest Code is not effective until it has been approved by the City Council.

Recommendation: Receive and file the 2020 Local Agency Biennial Notice.

C. Ordinance No. 2020-03 – State Mandated Elimination of Large Family Daycare Home Regulations (ZOA 19-03) (City Attorney)

City Council introduced Ordinance No. 2020-03 and waived further reading at its July 20, 2020 Regular meeting. Consideration of an ordinance amending Los Alamitos Municipal Code Sections 17.08.020, 17.22.030, 17.28.140, 17.28.150, and 17.74.060 as required to address recent changes in state law concerning the regulation of Large Family Daycare Homes (ZOA 19-03) (Citywide). On April 22, 2020, the Planning Commission voted to recommend adoption of the proposed ordinance to the City Council in their April 22, 2020. Notwithstanding their recommendation for approval of the ordinance, the Planning Commission expressed concern with the required finding that approval of ordinance will not be detrimental to the public convenience, health, interest, safety or welfare of the City.

Recommendation: Adopt Ordinance No. 2020-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 17.08.020, 17.22.030, 17.28.140, 17.28.150, AND 17.74.060 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF LARGE FAMILY DAYCARE HOMES (ZOA 19-03)."

D. Treasurer's Quarterly Investment Report – June 2020 (Finance)

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

Recommendation: Receive and file the Treasurer's Quarterly Investment Report – June 2020.

E. Award Contract for the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals - CIP No. 19/20-06) (Development Services)

This report recommends award of a contract for the construction of the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals - CIP No. 19/20-06).

Recommendations:

1. Award contract to Bear Electrical Solutions, Inc., for construction of the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals - CIP No. 19/20-06); and,
2. Authorize the Mayor to execute the contract with Bear Electrical Solutions, 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 \$1,075.00.

F. Award of Professional Services Agreement (PSA) for the SB2 Planning Grants Program (Development Services)

On July 14, 2020, Staff received proposals for the Request for Proposals (RFP) 2020-02 SB2 Planning Grants Program. This item provides assistance with a SB2 Planning Grants Program ("PGP") project to create a strategic plan and an addendum to the General Plan EIR that will provide project level CEQA compliance for future projects in the City of Los Alamitos' Town Center Mixed Use Zoning District.

Recommendations:

1. Award the bid for SB2 Planning grants Planning Grants Program to Placeworks in the amount not to exceed \$160,000 for the period of the agreement; and,
2. Authorize the Mayor to execute the Professional Services Agreement with Placeworks.

G. Waive Fees Associated with Outdoor Business Sales (Development Services)

On July 13, 2020, the City Council approved a Temporary Use Permit (TUP) Program and standards for outside business operations during the COVID-19 Pandemic. The TUP Program included a waiver of Temporary Use Permit application fees. To further assist local businesses and to facilitate implementation of the TUP Program, staff is recommending certain inspection fees and sign permit fees associated with outdoor business operations also be waived.

Recommendations:

1. Waive inspections fees for outdoor tents, generator, and/or electrical associated with outdoor business sales; and,
2. Waive fees for temporary signs/banners permit applications associated with outdoor business sales.

H. Resolution No. 2020-28 – Approving the Change of Street Name of Civic Center Drive to Epson Way (Development Services)

Staff received a request from Epson America, Inc. to rename and replace the overhead street name signs at Civic Center Drive, along Katella Avenue, to be renamed to Epson Way. There are currently two signs which designate the driveway to the Epson America, Inc. buildings. The new signs will be consistent with other adjacent street name signage.

Recommendations:

1. Adopt Resolution No. 2020-28, entitled, “RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ORDERING A STREET NAME CHANGE FOR THE DRIVEWAY OF CIVIC CENTER DRIVE TO EPSON WAY”; and,
2. Direct the City Clerk to provide copies of the adopted Resolution No. 2020-28 to the Orange County Board of Supervisors and to the Orange County Clerk; and,
3. Direct the City Clerk to provide a copy of the adopted Resolution No. 2020-28 to the County Surveyor of Orange County; and,
4. Direct the City Clerk to notify all emergency service providers of the street name change as approved; and,
5. Direct the City Engineer to cause the street name change to be reflected by appropriate signage.

10. DISCUSSION ITEMS

A. Designation of Voting Delegate and Alternate for the League of California Cities’ 2020 Annual Conference & Expo (City Clerk)

The League of California Cities Annual Conference & Expo will be held virtually, October 7-9, 2020. The League is requesting City Council designation of a Voting Delegate to the Annual Business Meeting.

Recommendations:

1. Appoint a Council Member to serve as the City’s Voting Delegate for the League of California Cities 2020 Annual Business Meeting; and,

2. Appoint a Council Member to serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

ROLL CALL

Mayor Murphy
Mayor Pro Tem Chirco
Council Member Doby
Council Member Grose
Council Member Hasselbrink

B. November 3, 2020 Election – Consideration of Appointment of Sole City Council Candidate in District 3 (City Clerk)

On June 15, 2020 the City Council took action calling the General Municipal to be held on Tuesday, November 3, 2020, with Districts 1, 2 and 3 City Council seats up for election. At the close of nomination period, only one candidate was nominated for the District 3 seat. Per Elections Code (EC) Section 10229, when only one person has been nominated for a District seat, the City Council may opt to appoint to office the person who has been nominated, or proceed with an uncontested election for the District seat.

Recommendations:

1. Appoint to the City Council Jordan Nefulda, the only candidate nominated for the District 3 seat; and,
2. Adopt Resolution No. 2020-29, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, PROVIDING FOR THE APPOINTMENT OF JORDAN NEFULDA TO THE DISTRICT 3 CITY COUNCIL SEAT THAT WAS TO BE ELECTED ON TUESDAY, NOVEMBER 3, 2020"; and,
3. Direct the City Clerk to prepare the Oaths of Office and Certificates of Election for Jordan Nefulda for installation at the December 14, 2020, Adjourned Regular City Council meeting; and,
4. Direct the City Clerk to notify the County of Orange of the cancellation of the District 3 seat at the General Municipal Election on November 3, 2020.

OR

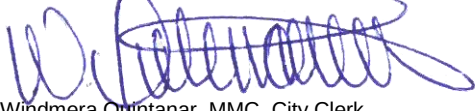
5. Hold the election for the uncontested District 3 City Council seat at the General Municipal Election on November 3, 2020.

ROLL CALL

Mayor Murphy
Mayor Pro Tem Chirco
Council Member Doby
Council Member Grose
Council Member Hasselbrink

11. 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.

A handwritten signature in blue ink, appearing to read 'Windmera Quintanar', written over a horizontal line.

Windmera Quintanar, MMC, City Clerk
Dated: August 12, 2020

CITY OF LOS ALAMITOS

A/P Warrants

August 17, 2020

To Ratify

Pages:

1-6	\$	184,207.80	Warrants	07/15/2020
7-8	\$	160.00	Advance Warrant	07/20/2020
9-16	\$	1,052,855.52	Warrants	07/29/2020
17-18	\$	1,382,462.00	Advance Warrant	08/05/2020
	\$	8,851.62	July Retirees	07/01/2020
	\$	134,643.91	Payroll	07/10/2020
	\$	76,895.37	Benefits & Withholdings	07/10/2020
	\$	172,277.69	Payroll	07/24/2020
	\$	155,090.28	Benefits & Withholdings	07/24/2020

Grand Total \$ 3,167,444.19

Authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period to August 17, 2020 to September 20, 2020.

Statement:

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

Certified by Craig Koehler, Interim Finance Director



this 5th day of August, 2020

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AFLAC	INSURANCE PREM PRE-TAX	POOL CLEARING FUND	NON-DEPARTMENTAL	65.89
	EMPLOYEE DISABILITY	POOL CLEARING FUND	NON-DEPARTMENTAL	15.74
			TOTAL:	81.63
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL-PARKS JUNE	GENERAL FUND	PARK MAINTENANCE	530.00
			TOTAL:	530.00
APPRIVER, LLC	SPAM FILTER	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,599.34
			TOTAL:	1,599.34
PHILIP ARNOLD	JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	289.83
			TOTAL:	289.83
ACCESS SECURITY CONTROLS INT'L, INC.	SIDE DOOR TO CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	175.00
			TOTAL:	175.00
CARLOS BARAJAS	JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	318.64
			TOTAL:	318.64
BEE REMOVERS	SWARM OF HONEYBEES- LITTLE	GENERAL FUND	PARK MAINTENANCE	120.00
			TOTAL:	120.00
CALIFORNIA NEWSPAPERS PARTNERSHIP	PUBLIC NOTICE- BUDGET ADOPT	GENERAL FUND	CITY COUNCIL	591.66
			TOTAL:	591.66
CANON FINANCIAL SERVICES, INC.	NEW COPIER LEASE - REC	GENERAL FUND	RECREATION ADMINISTRAT	273.77
			TOTAL:	273.77
CARD INTEGRATORS CORPORATION	CITY-WIDE ID CARDS	GENERAL FUND	CITY COUNCIL	1,157.07
			TOTAL:	1,157.07
SEAN CONNOLLY	JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	832.98
			TOTAL:	832.98
COUNTY OF ORANGE TREASURER-TAX	FY 2020-2021 LAFCO COSTS	GENERAL FUND	CITY COUNCIL	1,919.15
	OCATS- JUNE 2020	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
			TOTAL:	3,192.48
DATA TICKET, INC.	APRIL 2020 CITATION, PROCE	GENERAL FUND	TRAFFIC	651.61
	ONLINE ACCESS TO CITATION-	GENERAL FUND	NEIGHBORHOOD PRESERVAT	50.00
	CODE ENFORCEMENT-MAY 2020	GENERAL FUND	NEIGHBORHOOD PRESERVAT	66.00
	HEARING DECISION- MAY 2020	GENERAL FUND	NEIGHBORHOOD PRESERVAT	300.00
			TOTAL:	1,067.61
RICHARD DELEON	JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	652.98
			TOTAL:	652.98
JAIME DIAZ	JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	877.52
			TOTAL:	877.52
DISCOVERY BENEFITS, INC.	FLEX ADMIN SERVICES -JUNE	GENERAL FUND	ADMINISTRATIVE SERVICE	63.00
			TOTAL:	63.00
EAGLE PORTABLES, INC.	PORTABLE RESTROOMS 07/04/2	GENERAL FUND	SPECIAL EVENTS	3,981.38
			TOTAL:	3,981.38

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FIREWORKS & STAGE FX AMERICA, INC.	BALANCE FOR-2020 4TH OF JU	GENERAL FUND	SPECIAL EVENTS	24,000.00
			TOTAL:	24,000.00
FOOD FINDERS, INC.	DONATION TO FOOD FINDERS,	GENERAL FUND	NON-DEPARTMENTAL	100.00
			TOTAL:	100.00
FRONTIER COMMUNICATIONS	TRAFFIC SIGNAL 07/01-07/31	GENERAL FUND	STREET MAINTENANCE	56.32
			TOTAL:	56.32
GALLS / QUARTERMASTER	WAYNE BYERLEY CAPTAIN COVE	GENERAL FUND	PATROL	165.36
	BELINDA ROMAN- P.AIDE UNIF	GENERAL FUND	RECORDS	126.77
	EVAN FLYNN STAR TEAM UNIFO	GENERAL FUND	TRAFFIC	72.73
			TOTAL:	364.86
GANAHL LUMBER COMPANY	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	32.09
	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	109.30
	PAINTING SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	209.25
	PAINTING SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	153.19
			TOTAL:	503.83
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMEANY	GENERAL FUND	STREET MAINTENANCE	509.12
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	509.84
			TOTAL:	1,018.96
DEAN GROSE	RHNA WORKSHOP REIMBURSEMEN	GENERAL FUND	CITY COUNCIL	90.00
	PARKING REIMBURSEMENT	GENERAL FUND	CITY COUNCIL	17.00
			TOTAL:	107.00
JARED E. LLOYD	HCE JUNE 2020	GENERAL FUND	SPORTS	80.00
			TOTAL:	80.00
PACIFIC SECURED EQUITIES, INC.	WC TPA SERVICES JULY 2020	SELF INSURANCE TRU	INSURANCE	1,149.80
			TOTAL:	1,149.80
JCL TRAFFIC SERVICES	CONING SERVICES FOR 07/04/	GENERAL FUND	SPECIAL EVENTS	4,400.00
			TOTAL:	4,400.00
SHARON KERBOW	JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	709.70
			TOTAL:	709.70
KEVIN GARRETT	TENNIS CAMP	GENERAL FUND	SPECIAL CLASSES	825.50
			TOTAL:	825.50
JUSTINE KIM	JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	206.40
			TOTAL:	206.40
LISA A. LAURITSEN	QIGONG	GENERAL FUND	SPECIAL CLASSES	212.00
			TOTAL:	212.00
LIFECUBBY	DAY CAMP REGISTRATION APP.	GENERAL FUND	DAY CAMP	1,800.00
			TOTAL:	1,800.00
LOS ALAMITOS UNIFIED SCHOOL DISTRICT	50% SHARED WATER AT MCAULI	GENERAL FUND	PARK MAINTENANCE	2,765.53
	50% SHARED WATER AT OAK MI	GENERAL FUND	PARK MAINTENANCE	6,093.60
			TOTAL:	8,864.13

VENDOR SORT KEY		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MAD SCIENCE OF W. ORANGE COUNTY		ROBOTS 101 CAMP	GENERAL FUND	SPECIAL CLASSES	128.80
		CRAZY CHEMWORKS CAMP	GENERAL FUND	SPECIAL CLASSES	126.40
		TOTAL:		255.20	
TODD MATTERN		JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	820.77
		TOTAL:		820.77	
BRUCE MCALPINE		JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	327.26
		TOTAL:		327.26	
MISC. VENDOR	GRACE COMMUNITY CHURCH	GRACE COMMUNITY CHURCH:REF	GENERAL FUND	NON-DEPARTMENTAL	1,630.00
	HEATHER RICHMOND	HEATHER RICHMOND:REFUND	GENERAL FUND	NON-DEPARTMENTAL	58.50
	JAYNIE BARRIENTOS	JAYNIE BARRIENTOS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	88.00
	JAYNIE BARRIENTOS	JAYNIE BARRIENTOS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
	JAYNIE BARRIENTOS	JAYNIE BARRIENTOS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	29.25
	MIKE PHAM	MIKE PHAM:REFUND	GENERAL FUND	NON-DEPARTMENTAL	30.00
	NICOLA POITINGER	NICOLA POITINGER:REFUND	GENERAL FUND	NON-DEPARTMENTAL	66.25
	TRISTAN SIMPSON	TRISTAN SIMPSON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	40.00
	TRISTAN SIMPSON	TRISTAN SIMPSON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	TOTAL:		1,955.00		
COMMUNITY MEDIA CORP.		P. NOTICE (ADOPT ORD 2020-	GENERAL FUND	CITY COUNCIL	295.00
		NEWS ENTERPRISE AD-R,W,B &	GENERAL FUND	AQUATICS	1,102.50
		TOTAL:		1,397.50	
OFFICE SOLUTIONS BUSINESS PRODUCTS		OFFICE SOLUTIONS BUSINESS	GENERAL FUND	CITY MANAGER	23.67
		OFFICE SOLUTIONS BUSINESS	GENERAL FUND	ADMINISTRATIVE SERVICE	36.75
		OFFICE SOLUTIONS BUSINESS	GENERAL FUND	COMMUNITY DEVEL ADMIN	14.37
		OFFICE SOLUTIONS BUSINESS	GENERAL FUND	BUILDING INSPECTION	29.52
		TOTAL:		104.31	
ORANGE COUNTY COUNCIL OF GOV'T		ANNUAL DUES FY 2020-21	GENERAL FUND	CITY COUNCIL	3,926.48
		TOTAL:		3,926.48	
LORIN PAHOLSKI		JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	289.83
		TOTAL:		289.83	
CASSANDRA PALMER		JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	607.29
		TOTAL:		607.29	
DAVE PEARCE		JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	543.78
		TOTAL:		543.78	
INNOVATIVE WIRELESS SOLUTIONS, INC.		RADIO RENTALS FOR STAFF 7/	GENERAL FUND	SPECIAL EVENTS	215.50
		TOTAL:		215.50	
POWERTRIP RENTALS, LLC		LIGHT TOWER/ GENERATOR 7/0	GENERAL FUND	SPECIAL EVENTS	1,998.14
		TOTAL:		1,998.14	
PRINTMASTERS		DOG PARK SIGNAGE	GENERAL FUND	SPECIAL EVENTS	107.75
		COVID-19 SIGNAGE	GENERAL FUND	SPECIAL EVENTS	1,185.25
		TOTAL:		1,293.00	
QUADIENT LEASING USA, INC		POSTAGE	GENERAL FUND	ADMINISTRATIVE SERVICE	1,576.02
		TOTAL:		1,576.02	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TOM RASO	JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	760.98
			TOTAL:	760.98
SUSAN SAXE-CLIFFORD, PH.D.	PSYCH. EVALUATION: J.BRUCK	GENERAL FUND	NON-DEPARTMENTAL	450.00
			TOTAL:	450.00
SCIENTIA CONSULTING GROUP, INC.	EXTRA HOURS- JUNE 2020	GENERAL FUND	ADMINISTRATIVE SERVICE	1,116.25
	IT SERVICES- JULY 2020	GENERAL FUND	ADMINISTRATIVE SERVICE	5,871.00
	BACKUP LICENSE- JUNE 2020	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	97.50
	CLOUDBACKUP LICENSE- JUNE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	33.00
	BACKUP CLOUD STORAG- JUNE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	720.00
			TOTAL:	7,837.75
JANICE SHORE	JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	638.98
			TOTAL:	638.98
SIR SPEEDY	BUSINESS CARDS- B. ARNOLD	GENERAL FUND	PATROL	48.49
			TOTAL:	48.49
CORAL BAY HOME LOANS	SKATEBOARDING SUMMER CAMP	GENERAL FUND	SPECIAL CLASSES	777.00
			TOTAL:	777.00
SOCAL AUTO & TRUCK PARTS INC.	OIL AND FILTER FOR REC. VA	GARAGE FUND	GARAGE	67.51
	CAR BATTERY AND SHOP TOWEL	GARAGE FUND	GARAGE	178.51
			TOTAL:	246.02
SOUTHERN CALIFORNIA EDISON	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	STREET MAINTENANCE	216.70
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	PARK MAINTENANCE	27.58
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	PARK MAINTENANCE	105.67
			TOTAL:	348.95
ST. OF CALIFORNIA DEPT. OF JUSTICE	EMPLOYEE FINGERPRINTS (4)	GENERAL FUND	NON-DEPARTMENTAL	175.00
	ST. OF CALIFORNIA DEPT. OF	GENERAL FUND	NON-DEPARTMENTAL	64.00
			TOTAL:	239.00
ROBERT THOME	JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	626.90
			TOTAL:	626.90
TIME WARNER CABLE	CITY HALL PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	465.06
			TOTAL:	465.06
GREG TORRES	JUL 2020 RETIREE REIMB	GENERAL FUND	BENEFITS & LIABILITY R	347.78
			TOTAL:	347.78
TYLER TECHNOLOGIES	ACCOUNT. SYSTEM MAINT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	13,884.39
	PURCHASE ORDERS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,687.69
	FORMS OVERLAY	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	407.22
	SECURE SIGNATURES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	407.22
	SUPPORT SERVICES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	977.34
	ACUCORP ACUSERVER	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,988.88
			TOTAL:	20,352.74
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 NEW TICKET CHARGES (	GENERAL FUND	STREET MAINTENANCE	38.05
	UNDERGROUND SERVICE ALERT	GENERAL FUND	STREET MAINTENANCE	16.29
			TOTAL:	54.34

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNITED STATES POSTMASTER	UNITED STATES POSTMASTER	GENERAL FUND	RECREATION ADMINISTRAT	2,075.00
			TOTAL:	2,075.00
USA WASTE OF CALIFORNIA, INC.	EMPTY STEEL DRUMS-FLEET	GARAGE FUND	GARAGE	273.60
			TOTAL:	273.60
V & V MANUFACTURING, INC.	POLICE OFF. BADGE: B. ARNO	GENERAL FUND	POLICE ADMINISTRATION	202.84
			TOTAL:	202.84
VERIZON WIRELESS	VERIZON WIRELESS	GENERAL FUND	PATROL	0.16
	VERIZON WIRELESS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	30.02
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	256.68
			TOTAL:	286.86
WAXIE'S ENTERPRISES INC.	CARPET EXTRACTION TOOL	GENERAL FUND	BUILDING MAINTENANCE	656.81
			TOTAL:	656.81
WELLS FARGO BANK	POLICE VEHICLES-INTEREST	GARAGE FUND	GARAGE	1,279.46
	POLICE VEHICLES-PRINCIPAL	GARAGE FUND	GARAGE	69,361.77
			TOTAL:	70,641.23
CHELSEI WILSON	CHELSEI -ED. REIMBURSEMENT	GENERAL FUND	CITY MANAGER	1,364.00
			TOTAL:	1,364.00

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===== FUND TOTALS =====
10  GENERAL FUND                89,012.94
50  GARAGE FUND                 71,160.85
53  TECHNOLOGY REPLACEMENT     22,802.58
54  SELF INSURANCE TRUST        1,149.80
99  POOL CLEARING FUND           81.63
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GRAND TOTAL:                   184,207.80
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TOTAL PAGES: 5

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 6/30/2020 THRU 7/15/2020
CHECK DATE: 7/01/2020 THRU 7/15/2020

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Sort
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: WARRANTS 07/15/2020
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

08-04-2020 10:15 AM

ADVANCED WARRANTS 07/20/2020

PAGE: 1

<u>VENDOR SORT KEY</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
LOZEAU CONSULTING, TRAINING & INVESTIG	HOMELESS LIAISON TRAINING	GENERAL FUND	POLICE ADMINISTRATION	160.00
			TOTAL:	160.00

===== FUND TOTALS =====	
10	GENERAL FUND 160.00

	GRAND TOTAL: 160.00

TOTAL PAGES: 1

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 7/20/2020 THRU 7/20/2020

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Sort
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: ADVANCED WARRANTS 07/20/2020
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	SECURITY AND PARKING SRVC	GENERAL FUND	SPECIAL EVENTS	2,736.00
			TOTAL:	2,736.00
ADAMSON POLICE PRODUCTS	SAFARILAND BULLET VEST-BYE	GENERAL FUND	PATROL	785.79
			TOTAL:	785.79
ADDS BUSINESS SERVICES, INC.	BAND FOR MUSIC & MOVIE 8/1	GENERAL FUND	SPECIAL EVENTS	700.00
			TOTAL:	700.00
ADMINSURE	WORKERS' COMP. JUNE 2020	SELF INSURANCE TRU	INSURANCE	513.36
			TOTAL:	513.36
AMERICAN RENTALS	STUMP GRINDER	GENERAL FUND	STREET MAINTENANCE	269.44
	CONCRETE MIX	GENERAL FUND	STREET MAINTENANCE	175.10
			TOTAL:	444.54
BEE REMOVERS	NEST HONEYBEES-LITTLE COTT	GENERAL FUND	PARK MAINTENANCE	235.00
			TOTAL:	235.00
CALIFORNIA BUILDING STANDARDS	CBSC GREEN (1,2 QUARTER 20	GENERAL FUND	NON-DEPARTMENTAL	1,356.00
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	135.60
			TOTAL:	1,220.40
JHM SUPPLY, INC.	IRRIGATIONPARTS FOR CITY	GENERAL FUND	PARK MAINTENANCE	598.87
			TOTAL:	598.87
CITY OF CYPRESS	WEST COMM JOINT-FY 20/21 1	GENERAL FUND	COMMUNICATIONS TECHNOL	243,248.29
			TOTAL:	243,248.29
CITY OF LONG BEACH	4TH Q. CONTRACT-4/1/20-6/3	GENERAL FUND	ADMINISTRATIVE SERVICE	18,051.00
			TOTAL:	18,051.00
COUNTY OF ORANGE	COUNTY OF ORANGE	GENERAL FUND	NON-DEPARTMENTAL	57.15
			TOTAL:	57.15
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTATIVE MAINT.06/2020	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	1,470.00
CSAC EXCESS INSURANCE AUTHORITY	WORKER'S COMP. FY 20/21	SELF INSURANCE TRU	INSURANCE	144,479.00
	GENERAL LIABILITY FY 20/21	SELF INSURANCE TRU	INSURANCE	124,483.00
	CRIME INSURANCE FY 20/21	SELF INSURANCE TRU	INSURANCE	4,951.00
	PROPERTY INSURANCE FY 20/2	SELF INSURANCE TRU	INSURANCE	55,745.00
			TOTAL:	329,658.00
DAPEER, ROSENBLIT & LITVAK, LLP	MUNICIPAL CODE ENFORC. 06/	GENERAL FUND	NEIGHBORHOOD PRESERVAT	58.20
			TOTAL:	58.20
DATA TICKET, INC.	JUNE 2020 CITES	GENERAL FUND	TRAFFIC	529.72
	ONLINE ACCESS TO CITATION	GENERAL FUND	NEIGHBORHOOD PRESERVAT	50.00
	CODE ENFORCEMENT CITATION	GENERAL FUND	NEIGHBORHOOD PRESERVAT	66.00
	MONTHLY MINIMUM	GENERAL FUND	NEIGHBORHOOD PRESERVAT	84.00
			TOTAL:	729.72
DEPARTMENT OF CONSERVATION	SMIP FEES (1, 2 QUARTER 20	GENERAL FUND	NON-DEPARTMENTAL	5,704.23
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	285.22
			TOTAL:	5,419.01

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DON WALKER	PARK SANITIZING SERVICE 7/	GENERAL FUND	PARK MAINTENANCE	4,500.00
			TOTAL:	4,500.00
IRMA J. SANTOS	PD CAR WASHES	GARAGE FUND	GARAGE	220.00
	RECREATION CAR WASHES	GARAGE FUND	GARAGE	40.00
	PD CAR WASHES	GARAGE FUND	GARAGE	225.00
	REC. CAR WASHES	GARAGE FUND	GARAGE	40.00
			TOTAL:	525.00
GALLS / QUARTERMASTER	BELINDA ROMAN NAMEPLATE	GENERAL FUND	RECORDS	11.01
	BELINDA ROMAN-CARGO PANT	GENERAL FUND	RECORDS	121.25
	BELINDA ROMAN - UNIFORM SH	GENERAL FUND	RECORDS	39.67
	BELINDA ROMAN UNIFORM ZIPF	GENERAL FUND	RECORDS	21.85
	NESTOR RODRIGUES UNIFORM P	GENERAL FUND	TRAFFIC	82.68
			TOTAL:	276.46
GANAHL LUMBER COMPANY	SUPPLIES FOR DEMO COMM. CE	GENERAL FUND	BUILDING MAINTENANCE	48.78
	SCRAPERS FOR COMM. CENTER	GENERAL FUND	BUILDING MAINTENANCE	53.28
	SUPPLIES FOR COMM. CENTER	GENERAL FUND	BUILDING MAINTENANCE	23.01
	DRYWALL/SUPPLIES COMM. CEN	GENERAL FUND	BUILDING MAINTENANCE	24.74
	SCREWS FOR PROJECT COMMUNI	GENERAL FUND	BUILDING MAINTENANCE	17.23
	DRYWALL FOR COMM. CENTER	GENERAL FUND	BUILDING MAINTENANCE	25.40
	FIXIE GLASS FOR COVID SUFF	GENERAL FUND	BUILDING MAINTENANCE	16.95
	SUPPLIES FOR COMM. CENTER	GENERAL FUND	BUILDING MAINTENANCE	65.19
	PAINT SUPPLIES COMM. CENTE	GENERAL FUND	BUILDING MAINTENANCE	40.17
	PAINT SUPPLIES COMM. CENTE	GENERAL FUND	BUILDING MAINTENANCE	43.43
	PAINT SUPPLIES COMM. CENTE	GENERAL FUND	BUILDING MAINTENANCE	79.14
	SUPPLIES FOR DEMO COMM. CE	GENERAL FUND	BUILDING MAINTENANCE	67.17
			TOTAL:	504.49
PRIMARY & MULTI-SPECIALTY CLINICS	COVID TESTING- 2 EMPLOYEES	GENERAL FUND	NON-DEPARTMENTAL	340.00
			TOTAL:	340.00
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	2,079.30
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	64.82
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	296.13
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	830.88
			TOTAL:	3,271.13
GREENTECH LANDSCAPE, INC.	CONTRACT MOWING	GENERAL FUND	PARK MAINTENANCE	6,368.54
			TOTAL:	6,368.54
HARDY & HARPER	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	30,046.68
			TOTAL:	30,046.68
JACK GRISWOLD	CFR FOR ADULTS, CHILD, INF	GENERAL FUND	SPECIAL CLASSES	16.90
	FIRST AID	GENERAL FUND	SPECIAL CLASSES	8.45
			TOTAL:	25.35
HUNTER SYSTEMS GROUP, INC.	HUNTER SMARTSHOT-1 YR 9/30	GENERAL FUND	COMMUNICATIONS TECHNOL	399.00
			TOTAL:	399.00
JCL TRAFFIC SERVICES	PARKING & TRAFFIC FOR ROTB	GENERAL FUND	SPECIAL EVENTS	3,945.00
			TOTAL:	3,945.00
JEFF BENNETT	BAND FOR MUSIC & MOVIES 8/	GENERAL FUND	SPECIAL EVENTS	700.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	700.00
JONATHAN JACKSON, INC.	REMOVAL OF ASBESTOS IN CCM	GENERAL FUND	BUILDING MAINTENANCE	2,265.13
			TOTAL:	2,265.13
K&S AIR CONDITIONING, INC.	FD AC SERVICE	GENERAL FUND	BUILDING MAINTENANCE	724.38
			TOTAL:	724.38
KESTER CORPORATION	CHAIN SAW BLADES/LOPPER	GENERAL FUND	PARK MAINTENANCE	292.51
			TOTAL:	292.51
KONICA MINOLTA BUSINESS SOLUTIONS	ADMIN COPIER	GENERAL FUND	ADMINISTRATIVE SERVICE	50.57
	FD COPIER	GENERAL FUND	POLICE ADMINISTRATION	505.55
			TOTAL:	556.12
LASER TECHNOLOGY INC.	TRUESPEED 100 LR REPAIR-91	GENERAL FUND	TRAFFIC	138.00
	TRUESPEED 100 LR REPAIR-84	GENERAL FUND	TRAFFIC	197.27
			TOTAL:	335.27
MAD SCIENCE OF W. ORANGE COUNTY	NASA JR ASTRONAUTS CAMP	GENERAL FUND	SPECIAL CLASSES	523.25
			TOTAL:	523.25
MISC. VENDOR	DAVID EMERSON	GENERAL FUND	NON-DEPARTMENTAL	156.00
	DEBBIE WALBORN-PARDUCH	GENERAL FUND	NON-DEPARTMENTAL	915.00
	DEBBIE WALBORN-PARDUCH	GENERAL FUND	NON-DEPARTMENTAL	40.00
	DAVID RAEL-BROOK	GENERAL FUND	PATROL	16.97
			TOTAL:	1,127.97
COMMUNITY MEDIA CORP.	PUBLIC HEARING (ORD 2020-0	GENERAL FUND	CITY COUNCIL	556.20
	NOTICE OF ELECTION-SPANISH	GENERAL FUND	CITY MANAGER	300.00
	NOTICE OF ELECTION-KOREAN	GENERAL FUND	CITY MANAGER	300.00
	NOTICE OF ELECTION-VIETNAM	GENERAL FUND	CITY MANAGER	281.25
	NOTICE OF ELECTION-ENGLISH	GENERAL FUND	CITY MANAGER	250.00
	NOTICUNG BIDS-CIP 19/20-06	MEASURE M	CAPITAL PROJECTS	564.00
			TOTAL:	2,251.45
ORANGE COUNTY SANITATION DISTRICT	CONNECTION FEES MAY/JUNE 2	GENERAL FUND	NON-DEPARTMENTAL	314,111.71
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	15,705.59
			TOTAL:	298,406.12
OUR LOS AL	OUR LOS AL- JULY 2020	GENERAL FUND	CITY COUNCIL	416.67
	OUR LOS AL- JULY 2020	GENERAL FUND	LOS ALAMITOS TV	833.33
	OUR LOS AL- JULY 2020	LOS ALAMITOS TV	LOS ALAMITOS TV	833.33
			TOTAL:	2,083.33
PAK WEST PAPER & PACKAGING	SUPPLIES- PUBLIC WORKS	GENERAL FUND	BUILDING MAINTENANCE	200.80
			TOTAL:	200.80
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC-LITTLE COTTONW	GENERAL FUND	PARK MAINTENANCE	475.00
			TOTAL:	475.00
PLUMBERS DEPOT INC.	AQUA PATCH	GENERAL FUND	STREET MAINTENANCE	1,761.84
			TOTAL:	1,761.84
PRINTMASTERS	NOTICE TO APPEAR CITATION	GENERAL FUND	PATROL	1,373.81
	FW NOTICES DOOR HANGER	GENERAL FUND	PUBLIC WORKS ADMIN	242.44

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	EACE ON THE BASE BANNERS/S	GENERAL FUND	SPECIAL EVENTS	344.80
			TOTAL:	1,961.05
ROSSMOOR/LOS AL AREA SEWER	OAK STREET PARKING 7,8,9-	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
			TOTAL:	1,500.00
CHERYL J. SCHNITZER	BEG/INTERMEDIATE LINE DANC	GENERAL FUND	SPECIAL CLASSES	26.00
	BEG/INTERMEDIATE LINE DANC	GENERAL FUND	SPECIAL CLASSES	106.10
			TOTAL:	132.10
SIR SPEEDY	PRINTING ON RECORDS DR JAC	GENERAL FUND	RECORDS	274.76
	NOTICE OF VIOLATION FORM	GENERAL FUND	NEIGHBORHOOD PRESERVAT	423.33
	GRADUATION POST CARDS	GENERAL FUND	RECREATION ADMINISTRAT	675.57
			TOTAL:	1,373.66
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	SAFETY WORK GLOVES/SUN HAT	GENERAL FUND	STREET MAINTENANCE	20.31
			TOTAL:	20.31
CORAL BAY HOME LOANS	SKATEBOARDING SUMMER CAMP	GENERAL FUND	SPECIAL CLASSES	179.34
			TOTAL:	179.34
SO CAL SANITATION LLC	FENCING FOR DOG PARK-FMLB	GENERAL FUND	SPECIAL EVENTS	1,095.11
	4TH OF JULY EVENT	GENERAL FUND	SPECIAL EVENTS	463.21
			TOTAL:	1,558.32
SOCAL AUTO & TRUCK PARTS INC.	JUMP START BATTERY	GARAGE FUND	GARAGE	188.56
			TOTAL:	188.56
SONSRAY MACHINERY	BACKHOE HOSE REPLACEMENT	GARAGE FUND	GARAGE	1,155.00
			TOTAL:	1,155.00
SOUTHERN CALIFORNIA EDISON	TRAFFIC/SIGS. ST. LIGHTS	GENERAL FUND	STREET MAINTENANCE	14,663.41
	PARKS	GENERAL FUND	PARK MAINTENANCE	132.04
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	128.92
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	25.18
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	4,946.10
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	3,935.20
			TOTAL:	23,830.85
SPARKLETT'S DRINKING WATER	SPARKLETT'S WATER- JUNE 202	GENERAL FUND	BUILDING MAINTENANCE	129.43
			TOTAL:	129.43
SANGEETA SWENDSON	PERCY JACKSON CAMP 07/09/2	GENERAL FUND	SPECIAL CLASSES	512.80
			TOTAL:	512.80
NANCY K. BOHL INCORPORATED	CONTRACT SERVICES: JUNE 20	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
WEST PUBLISHING CORPORATION	DETECTIVES:JUNE 2020	GENERAL FUND	INVESTIGATION	273.63
			TOTAL:	273.63
TIME WARNER CABLE	PHONE SERVICE	GENERAL FUND	CITY MANAGER	39.99
	FIBER INTERNET 07/01-07/30	GENERAL FUND	CITY MANAGER	1,234.00
	CABLE SERVICE-7/02/20- 8/0	GENERAL FUND	COMMUNICATIONS TECHNOL	130.56
			TOTAL:	1,404.55

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TRAUMA INTERVENTION PROGRAMS, INC.	TRAUMA SVCS.-07/01/20-06/3	GENERAL FUND	PATROL	1,509.60
			TOTAL:	1,509.60
U.S. BANK	OFFICE SUPPLIES-DESK	GENERAL FUND	NON-DEPARTMENTAL	270.45
	SUPPLIES-TILE PAINT	GENERAL FUND	NON-DEPARTMENTAL	253.37
	LOCC - CONFERENCE :HASSELB	GENERAL FUND	CITY COUNCIL	200.00
	ILLUSTRATOR MEMBERSHIP	GENERAL FUND	CITY MANAGER	33.99
	OC REGISTER-MONTHLY MEMBER	GENERAL FUND	CITY MANAGER	10.00
	ACROBAT-SUBSCRIPTION	GENERAL FUND	CITY MANAGER	14.99
	NEOGOV JOB POSTER RENEWAL	GENERAL FUND	CITY MANAGER	900.00
	ULINE-MAIL DROPBOX	GENERAL FUND	CITY MANAGER	391.38
	GRANT SCAFE	GENERAL FUND	ADMINISTRATIVE SERVICE	120.00
	OFFICE SUPPLIES-DVI DISPLA	GENERAL FUND	ADMINISTRATIVE SERVICE	133.61
	ACROBAT-SUBSCRIPTION	GENERAL FUND	ADMINISTRATIVE SERVICE	14.99
	SUPPLIES-ENVELOPES	GENERAL FUND	ADMINISTRATIVE SERVICE	83.56
	SUPPLIES-HP TONERS	GENERAL FUND	ADMINISTRATIVE SERVICE	418.05
	SITE GROUND-WEBSITE VIRUS	GENERAL FUND	ADMINISTRATIVE SERVICE	19.80
	CHALLENGE COINS	GENERAL FUND	POLICE ADMINISTRATION	3,120.00
	REFUND-PUBLIC SAFETY SUMMI	GENERAL FUND	POLICE ADMINISTRATION	139.00-
	BLM PROTEST BRIEFING	GENERAL FUND	POLICE ADMINISTRATION	137.75
	RANGE AMMO	GENERAL FUND	PATROL	1,036.86
	BLM PROTEST BRIEFING	GENERAL FUND	PATROL	28.47
	FTO UPDATE CLASS	GENERAL FUND	PATROL	65.00
	FRONT LOBBY INTERCOM	GENERAL FUND	RECORDS	68.95
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	52.28
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	27.56
	AMERICA/CAL FLAG FOR CHEIF	GENERAL FUND	RECORDS	416.99
	2020 LABELS FOR DR JACKETS	GENERAL FUND	RECORDS	12.66
	MICROSOFT SURFACE DOCK	GENERAL FUND	RECORDS	186.50
	KITCHEN SUPPLIES	GENERAL FUND	RECORDS	8.94
	TAPE PROPERTY MANAGE. COUR	GENERAL FUND	RECORDS	395.00
	DISPOSABLE FACE MASKS	GENERAL FUND	EMERGENCY PREPAREDNESS	290.91
	LUNCH FOR EOC FOR BLM PROT	GENERAL FUND	EMERGENCY PREPAREDNESS	48.35
	MICROSOFT SURFACE POWER CO	GENERAL FUND	EMERGENCY PREPAREDNESS	174.54
	CREDIT -SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	3.53-
	SUPPLIES- COMM DEV.	GENERAL FUND	COMMUNITY DEVEL ADMIN	14.36
	SUPPLIES- NEIGHBORHOOD FRE	GENERAL FUND	NEIGHBORHOOD PRESERVAT	19.32
	SUPPLIES- BUILDING & SAFET	GENERAL FUND	BUILDING INSPECTION	29.62
	BIG BELLY BATTERY REPLACEM	GENERAL FUND	STREET MAINTENANCE	109.68
	FACE MASKS FOR P.W. CREW	GENERAL FUND	STREET MAINTENANCE	50.64
	SMALL GENERATOR/GRINDER	GENERAL FUND	STREET MAINTENANCE	418.25
	POWER CIRCUIT PROBE KIT	GENERAL FUND	STREET MAINTENANCE	80.80
	DANGER STORAGE SIGN	GENERAL FUND	BUILDING MAINTENANCE	21.22
	P.W.OFFICE/GARAGE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	77.41
	P.W.OFFICE/GARAGE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	27.99
	WATER/ DRINKS FOR P.W.	GENERAL FUND	BUILDING MAINTENANCE	19.06
	FACE PIECE FOR WELDING	GENERAL FUND	BUILDING MAINTENANCE	43.20
	ELECTRICAL TESTER	GENERAL FUND	BUILDING MAINTENANCE	55.58
	RESPIRATOR FILTERS	GENERAL FUND	BUILDING MAINTENANCE	37.72
	ELECTRICAL TESTER CASE	GENERAL FUND	BUILDING MAINTENANCE	15.07
	FLASHLIGHTS (3)	GENERAL FUND	BUILDING MAINTENANCE	121.21
	GARAGE SHOP SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	111.84
	AMAZON-SANITIZER BOTTLES	GENERAL FUND	RECREATION ADMINISTRAT	111.96
	OFFICE SUPPLIES-ZOOM SUBSC	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	OFFICE SUPPLIES-FACE MASKS	GENERAL FUND	RECREATION ADMINISTRAT	650.00
	SUPPLIES- PAINT FOR COMM.	GENERAL FUND	RECREATION ADMINISTRAT	48.39

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES- MONITOR	GENERAL FUND	RECREATION ADMINISTRAT	421.09
	OFFICE SUPPLIES- MONITOR	GENERAL FUND	RECREATION ADMINISTRAT	421.09
	OFFICE SUPPLIES- DVT DISPL	GENERAL FUND	RECREATION ADMINISTRAT	15.07
	OFFICE SUPPLIES-CASHIER SH	GENERAL FUND	RECREATION ADMINISTRAT	1,239.00
	OFFICE SUPPLIES-SIGNAGE	GENERAL FUND	RECREATION ADMINISTRAT	690.07
	OFFICE SUPPLIES-MONITOR ST	GENERAL FUND	RECREATION ADMINISTRAT	23.69
	OFFICE SUPPLIES-SANITIZER	GENERAL FUND	RECREATION ADMINISTRAT	330.60
	OFFICE SUPPLIES-FRONT DESK	GENERAL FUND	RECREATION ADMINISTRAT	1,117.18
	OFFICE SUPPLIES-ALCOHOL WI	GENERAL FUND	RECREATION ADMINISTRAT	231.45
	DUES-GOOGLE STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	2.99
	OFFICE SUPPLIES-CLEANING W	GENERAL FUND	RECREATION ADMINISTRAT	92.59
	OFFICE SUPPLIES-GERMIST WI	GENERAL FUND	RECREATION ADMINISTRAT	385.50
	OFFICE SUPPLIES-FACE MASKS	GENERAL FUND	RECREATION ADMINISTRAT	165.05
	OFFICE SUPPLIES-CASHIER SH	GENERAL FUND	RECREATION ADMINISTRAT	313.18
	DAY CAMP SUPPLIES-BAGS	GENERAL FUND	RECREATION ADMINISTRAT	69.99
	OFFICE SUPPLIES-SURFACE DO	GENERAL FUND	RECREATION ADMINISTRAT	279.07
	OFFICE SUPPLIES-USB TO VGA	GENERAL FUND	RECREATION ADMINISTRAT	27.78
	ROTB- T-SHIRT MAILING	GENERAL FUND	RECREATION ADMINISTRAT	8.85
	OFFICE SUPPLIES-SCRAPER/B	GENERAL FUND	RECREATION ADMINISTRAT	64.63
	CAMERA'S FOR FILING- COVID	GENERAL FUND	RECREATION ADMINISTRAT	2,692.67
	OFFICE SUPPLIES-RIBBONS	GENERAL FUND	RECREATION ADMINISTRAT	71.40
	OFFICE SUPPLIES-CAMERAS	GENERAL FUND	RECREATION ADMINISTRAT	129.28
	OFFICE SUPPLIES-ID BADGE H	GENERAL FUND	RECREATION ADMINISTRAT	64.69
	OFFICE SUPPLIES-BOXES	GENERAL FUND	RECREATION ADMINISTRAT	23.92
	OFFICE SUPPLIES-MY CITY MY	GENERAL FUND	RECREATION ADMINISTRAT	189.17
	OFFICE SUPPLIES-MY CITY MY	GENERAL FUND	RECREATION ADMINISTRAT	140.75
	OFFICE SUPPLIES-DRONE	GENERAL FUND	RECREATION ADMINISTRAT	1,130.30
	MAILCHIMP	GENERAL FUND	RECREATION ADMINISTRAT	269.00
	APPLE STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	2.99
	OFFICE SUPPLIES-TRIPOD SYS	GENERAL FUND	RECREATION ADMINISTRAT	149.75
	SUPPLIES-SOFT BOX LIGHTING	GENERAL FUND	RECREATION ADMINISTRAT	96.96
	STORAGE FOR VIRTUAL COMM.	GENERAL FUND	RECREATION ADMINISTRAT	2.99
	OFFICE SUPPLIES-TAPE SIGNA	GENERAL FUND	RECREATION ADMINISTRAT	9.69
	OFFICE SUPPLIES-BLOCK LETT	GENERAL FUND	RECREATION ADMINISTRAT	396.00
	DAY CAMP SUPPLIES-CONSTRUC	GENERAL FUND	DAY CAMP	13.45
	DAY CAMP SUPPLIES-MARKERS	GENERAL FUND	DAY CAMP	78.31
	DAY CAMP SUPPLIES-GLUE, MA	GENERAL FUND	DAY CAMP	108.84
	DAY CAMP SUPPLIES-CONTAIN	GENERAL FUND	DAY CAMP	147.88
	COSTUME	GENERAL FUND	DAY CAMP	83.95
	COSTUME	GENERAL FUND	DAY CAMP	107.70
	COSTUMES	GENERAL FUND	DAY CAMP	43.09
	COSTUMES	GENERAL FUND	DAY CAMP	425.19
	COSTUME	GENERAL FUND	DAY CAMP	62.48
	SUPPLIES-SNACKS FOR CAMPER	GENERAL FUND	DAY CAMP	200.81
	BOXES FOR PARK PROGRAM	GENERAL FUND	PLAYGROUNDS	241.28
	CAMP IN A BOX	GENERAL FUND	PLAYGROUNDS	11.84
	CAMP IN A BOX	GENERAL FUND	PLAYGROUNDS	1,073.80
	OFFICE SUPPLIES-TEST	GENERAL FUND	SPECIAL CLASSES	15.00
	CREDIT REFUND	GENERAL FUND	SPECIAL CLASSES	15.00-
	PRESCHOOL GRAD. BALLOON TO	GENERAL FUND	SPECIAL CLASSES	51.66
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	249.75
	SUPPLIES-LABLES AND PLASTI	GENERAL FUND	SPECIAL EVENTS	14.68
	SUPPLIES-MARIGOLD FLOWER S	GENERAL FUND	SPECIAL EVENTS	6.99
	FM TRANSMITTER, RADIO STER	GENERAL FUND	SPECIAL EVENTS	140.06
			TOTAL:	25,200.92

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
V & V MANUFACTURING, INC.	NEW BADGE POLICE OFF. BRUC	GENERAL FUND	PATROL	60.29
	NEW BADGE POLICE OFF. BRUC	GENERAL FUND	PATROL	96.92
	NEW BADGE POLICE AIDE: ROM	GENERAL FUND	RECORDS	58.51
	TOTAL:			215.72
VERIZON WIRELESS	MDC 1-7 , 08/11/20- 09/10/	GENERAL FUND	PATROL	266.07
	PD JETPACK , 8/11/20- 9/10	GENERAL FUND	PATROL	76.02
	ECC 1-4, 8/11/20- 9/10/20	GENERAL FUND	PATROL	173.64
	CLO MONTHLY , 8/11/20- 9/1	GENERAL FUND	COMMUNITY OUTREACH	43.41
	TOTAL:			559.14
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	5,097.98
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	303.20-
	TOTAL:			4,794.78
WAXIE'S ENTERPRISES INC.	DISINFECTING TABS	GENERAL FUND	BUILDING MAINTENANCE	258.35
	DISINFECTING TABS	GENERAL FUND	BUILDING MAINTENANCE	122.45
	DISINFECTING TABS	GENERAL FUND	BUILDING MAINTENANCE	122.45
	TOTAL:			503.25
FOLLY WOMACK	NEEDLECRAFTS 07/08/20	GENERAL FUND	SPECIAL CLASSES	74.10
	TOTAL:			74.10
WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY -JUNE 202	GENERAL FUND	CITY ATTORNEY	11,866.93
	LITIGATION SVSC -JUNE 2020	GENERAL FUND	CITY ATTORNEY	240.00
	PROSECUTOR SVSC -JUNE 2020	GENERAL FUND	CITY ATTORNEY	3,397.50
	TOTAL:			15,504.43
ZEROREZ IRVINE	CARPET CLEANING.PD,CITY HA	GENERAL FUND	PARK MAINTENANCE	1,394.83
	CARPET CLEANING.MUSEUM	GENERAL FUND	PARK MAINTENANCE	299.00
	TOTAL:			1,693.83

===== FUND TOTALS =====		
10	GENERAL FUND	714,623.49
26	MEASURE M	564.00
28	LOS ALAMITOS TV	833.33
50	GARAGE FUND	6,663.34
54	SELF INSURANCE TRUST	330,171.36

GRAND TOTAL:		1,052,855.52

TOTAL PAGES: 7

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 6/30/2020 THRU 7/29/2020
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 6/30/2020 THRU 7/29/2020
CHECK DATE: 7/21/2020 THRU 7/29/2020

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Sort
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: WARRANTS 07/29/2020
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CALPERS	PERS UNFUNDED LIABILITY	GENERAL FUND	CITY MANAGER	125,208.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	ADMINISTRATIVE SERVICE	60,272.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	POLICE ADMINISTRATION	24,012.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	POLICE ADMINISTRATION	167,643.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	PATROL	425,890.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	INVESTIGATION	120,944.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	COMMUNITY DEVEL ADMIN	49,660.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	PLANNING	34,774.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	PUBLIC WORKS ADMIN	49,660.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	STREET MAINTENANCE	47,884.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	PARK MAINTENANCE	62,337.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	BUILDING MAINTENANCE	23,633.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	RECREATION ADMINISTRAT	190,545.00
			TOTAL:	1,382,462.00

===== FUND TOTALS =====		
10	GENERAL FUND	1,382,462.00

	GRAND TOTAL:	1,382,462.00

TOTAL PAGES: 1

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF LOS ALAMITOS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 8/05/2020 THRU 8/05/2020
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Vendor Sort
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: ADVANCED WARRANTS 08/05/2020
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

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

REGULAR MEETING – July 20, 2020

1. CALL TO ORDER

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

2. ROLL CALL

Present: Council Members: Doby, Grose, Hasselbrink,
Mayor Pro Tem Chirco, Mayor Murphy

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
David Cain, Fiscal Sustainability Manager
Craig Koehler, Interim Finance Director
Emeline Noda, Recreation Manager
Ron Noda, Acting Deputy City Manager
Eric Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Battalion Chief, Orange County Fire Authority
Chelsi Wilson, Executive Assistant/Benefits

3. PLEDGE OF ALLEGIANCE

Council Member Doby led the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Chirco gave the Invocation.

5. ORAL COMMUNICATIONS

City Clerk Quintanar advised no requests for Oral Communications were received.

6. COUNCIL ANNOUNCEMENTS

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

Council Member Hasselbrink reported attendance at the League of California Cities virtual conference and stated she heard all positive things about the 4th of July event.

Council Member Grose reported attendance at the virtual Orange County Emergency Medical Care Committee meeting, participation in the White House briefing, and he has been speaking the community and businesses regarding fiscal sustainability.

Council Member Doby reported attendance at the virtual Chamber of Commerce breakfast.

Mayor Pro Tem Chirco reported attendance at the virtual Budget Standing Committee meeting, viewed the 4th of July event from home, thanked Staff for pushing forward with the event, and advised he has been speaking to the community regarding fiscal sustainability.

Mayor Murphy announced he would not be running for re-election. He requested a resident's bill of rights regarding construction and revisit striping on Sausalito at Los Alamitos Blvd.

7. ITEMS FROM THE CITY MANAGER

None.

8. WARRANTS

Motion/Second: Hasselbrink/Grose

Unanimously Carried: The City Council ratified the Warrants for July 20, 2020 in the amount of \$1,074,573.49 and authorized the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of July 21, 2020 to August 16, 2020.

ROLL CALL

Mayor Murphy	Aye
Mayor Pro Tem Chirco	Aye
Council Member Doby	Aye
Council Member Grose	Aye
Council Member Hasselbrink	Aye

9. CONSENT CALENDAR

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

Motion/Second: Murphy/Chirco

Unanimously Carried: The City Council approved the following Consent Calendar Items:

ROLL CALL

Mayor Murphy	Aye
Mayor Pro Tem Chirco	Aye
Council Member Doby	Aye
Council Member Grose	Aye
Council Member Hasselbrink	Aye

- A. Approval of Minutes** **(City Clerk)**
Approved the City Council Special Minutes of June 10, 2020, July 1, 2020, and July 13, 2020 and the Regular Minutes of June 15, 2020.

10. PUBLIC HEARING

- A. Ordinance No. 2020-03 – State Mandated Elimination of Large Family Daycare Home Regulations (ZOA 19-03) (Development Services)**

Consideration of an ordinance amending Los Alamitos Municipal Code Sections 17.08.020, 17.22.030, 17.28.140, 17.28.150, and 17.74.060 as required to address recent changes in state law concerning the regulation of Large Family Daycare Homes (ZOA 19-03) (Citywide). On April 22, 2020, the Planning Commission voted to recommend adoption of the proposed ordinance to the City Council in their April 22, 2020. Notwithstanding their recommendation for approval of the ordinance, the Planning Commission expressed concern with the required finding that approval of ordinance will not be detrimental to the public convenience, health, interest, safety or welfare of the City. This item was tabled at the May 18, 2020 Regular Council Meeting and is being brought back for reconsideration.

City Manager Simmons summarized the staff report and answered questions from the City Council.

City Council expressed frustration regarding this State mandate and having the ability to regulate neighborhood businesses taken away.

City Clerk Quintanar stated this item was noticed as a public hearing, no comments were received, and there was no one present in the Community Center.

Motion/Second: Hasselbrink/Grose

Unanimously Carried: The City Council:

1. Introduced for first reading, read by title only, and waive further reading of Ordinance No. 2020-03; and,

2. City Attorney Daudt read the title of Ordinance No. 2020-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 17.08.020, 17.22.030, 17.28.140, 17.28.150, AND 17.74.060 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF LARGE FAMILY DAYCARE HOMES (ZOA 19-03)."
3. Consideration of an 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.

ROLL CALL

Mayor Murphy	Aye
Mayor Pro Tem Chirco	Aye
Council Member Doby	Aye
Council Member Grose	Aye
Council Member Hasselbrink	Aye

11. DISCUSSION ITEMS

A. Placement of a One & One-half Cent (1.5%) Sales Tax (Transactions and Use) Measure on the November 3, 2020 General Election Ballot for Voter Consideration

The City of Los Alamitos is at a financial crossroads.

Due to significant strains placed upon the City's finances by outside forces, the City is currently facing a significant structural budget deficit. These challenges have resulted in projected structural shortfalls growing from \$1.6M in 2021-22 to over \$3.4M in 2027-28 and approximately \$3.7M by 2030. Recognizing that the City would need to take extraordinary measures in order to mitigate these projected deficits and loss of existing reserves, the City Council took the proactive step of developing a plan to focus on building future fiscal sustainability for the City of Los Alamitos.

This staff report details some of the various options available and different actions the City Council has identified, studied, and undertaken to address the recognized structural deficit. It also provides the City Council and the community with recommendations and opportunities to resolve the City's financial condition and existing structural deficit by submitting a one and one-half cent (1.5%) sales tax (transaction and use tax) ballot measure to the voters for consideration in the November general election.

City Manager Simmons and Adam Soneshin, FM3 Research, gave a PowerPoint Presentation.

City Council and staff discussed the following:

- Modifications to the ballot question and legal requirements
- 911 could be misleading to voters and opposition to using scare tactics
- Preference for 911 police response
- As a general tax revenue could be used towards economic development and promoting small businesses
- Possibility of an oversight committee in the future and the importance of being transparent with the funds received and how they are being spent
- Clarification that the City Council could advocate for measure

City Clerk Quintanar provided the revised ballot question. Council consensus was received for the revised ballot question.

Motion/Second: Hasselbrink/Grose

Unanimously Carried: The City Council:

1. Declared the attached Resolutions were not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and,
2. Adopted Resolution No. 2020-24, as revised, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF A CERTAIN MEASURE RELATING TO ONE & ONE-HALF CENT (1.5%) SALES TAX (TRANSACTIONS AND USE) AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, AS CALLED BY RESOLUTION NO. 2020-11"; and,
3. Adopted Resolution No. 2020-25, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS"; and,

4. Adopted Resolution No. 2020-26, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES SUBMITTED AT MUNICIPAL ELECTIONS"; and,
4. Introduced for first reading, read by title only, and waive further reading of Ordinance No. 2020-06; and,
5. City Attorney Daudt read the title of Ordinance No. 2020-06, entitled, "AN ORDINANCE OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 3.14 TO TITLE 3 OF THE LOS ALAMITOS MUNICIPAL CODE IMPOSING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION".

ROLL CALL

Mayor Murphy	Aye
Mayor Pro Tem Chirco	Aye
Council Member Doby	Aye
Council Member Grose	Aye
Council Member Hasselbrink	Aye

Council Member Grose clarified he was voting yes to allow the voters to make the decision.

B. Consideration of the Process for City Council Submission of a Ballot Argument in Favor of a Proposed One & One-half Cent (1.5%) Sales Tax (Transactions and Use) Measure

The City is considering placing a One & One-half Cent (1.5%) Sales Tax (Transactions and Use) measure on the ballot at the November 3, 2020 election. If the measure is placed on the ballot, the arguments for and against the measure must be submitted to the City Clerk by August 4, 2020. Accordingly, the City Council must decide whether some or all of the Council Members would like to submit an argument in favor of the ballot measure and, if so, draft and approve the text of a ballot argument. Due to the constraints of the Brown Act, development or approval of a ballot argument by more than two Council Members must occur at a noticed public meeting. Accordingly, advance consideration of the process for developing and approving arguments will help avoid a last-minute crisis or missed opportunity.

City Manager Simmons summarized the Staff report and answered questions from the City Council.

Motion/Second: Murphy/Chirco
Unanimously Carried: The City Council:

1. Appointed Mayor Pro Tem Chirco and Council Member Hasselbrink to draft a ballot argument to be signed by all five Council Members, in favor of the proposed sales tax measure; and,
2. Directed Staff to bring the item back to the adjourned regular meeting of July 27, 2020 for approval by Council.

ROLL CALL

Mayor Murphy	Aye
Mayor Pro Tem Chirco	Aye
Council Member Doby	Aye
Council Member Grose	Aye
Council Member Hasselbrink	Aye

12. ADJOURNMENT

The City Council adjourned to Monday, July 27, 2020 at 8:09 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

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

ADJOURNED REGULAR MEETING – July 27, 2020

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 6:02 p.m., Monday, July 27, 2020, via videoconference, Mayor Murphy presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended via videoconference.

2. ROLL CALL

Present: Council Members: Doby, Hasselbrink, Mayor Pro Tem Chirco,
Mayor Murphy

Absent: Council Members: Grose

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
David Cain, Fiscal Sustainability Manager
Craig Koehler, Interim Finance Director
Emeline Noda, Recreation Manager
Ron Noda, Acting Deputy City Manager
Eric Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Battalion Chief, Orange County Fire Authority
Chelsi Wilson, Executive Assistant/Benefits

3. PLEDGE OF ALLEGIANCE

Council Member Doby led the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Chirco gave the Invocation.

5. ORAL COMMUNICATIONS

City Clerk Quintanar advised no requests for Oral Communications were received.

6. COUNCIL ANNOUNCEMENTS

None.

7. ITEMS FROM THE CITY MANAGER

None.

8. **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 Doby pulled item 8C.

Motion/Second: Chirco/Hasselbrink

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

ROLL CALL

Mayor Murphy	Aye
Mayor Pro Tem Chirco	Aye
Council Member Doby	Aye
Council Member Grose	Absent
Council Member Hasselbrink	Aye

A. Adopt Ordinance 2020-06 – Adding Chapter 3.14 to Title 3 of the Los Alamitos Municipal Code to Impose a Transactions and Use Tax to be Administered by the California Department of Tax and Fee Administration (Administration)

The proposed ordinance would add Chapter 3.14 to Title 3 of the Los Alamitos Municipal Code to Impose a Transactions and Use Tax to be administered by the California Department of Tax and Fee Administration subject to the approval of the voters. The City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2020-06 at its Regular meeting on July 20, 2020.

The City Council adopted Ordinance No. 2020-06, entitled, “AN ORDINANCE OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 3.14 TO TITLE 3 OF THE LOS ALAMITOS MUNICIPAL CODE IMPOSING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION”.

B. Approval of Amendment No. 3 with Michael Balliet Consulting, LLC (Development Services)

This item provided a basis for approval of Amendment No. 3 with Michael Balliet Consulting, LLC (MBC), which proposes a term extension June 30, 2022. The current Professional Services Agreement (PSA) expires on June 30, 2020.

The City Council authorized the Mayor to execute Amendment No. 3 of the Professional Services Agreement with Michael Balliet Consulting, LLC (MBC), extending the contract for (2) years.

D. Approval the Purchase Two (2) Police Vehicles from the National Auto Fleet Group via the Sourcwell Competitive Purchasing Program (Contract #120716-NAF) (Development Services)

This report sought approval to purchase contract for two (2) Police vehicles from the National Auto Fleet Group via the Sourcwell Competitive Purchasing Program (Contract #120716-NAF). The purchase of these vehicles was approved with the adoption of the FY 2020/2021 Budget.

The City Council:

1. Authorized the Mayor to execute two (2) police vehicles purchases from the National Auto Fleet Group; and,
2. Authorized the Mayor to execute the Letter of Intent to purchase from the National Auto Fleet Group via the Sourcewell Competitive Purchase Program (Contract #12716-NAF)

End of Consent Calendar

Items Pulled from Consent Calendar

C. Approval of Professional Services Agreement (PSA) with Mike Balliet Consulting LLC (MBC) for Solid Waste Franchise Hauler Request for Proposal (RFP) Assistance (Development Services)

This item provided a basis for approval of Professional Services Agreement (PSA) with Michael Balliet Consulting, LLC (MBC) for Solid Waste Franchise Hauler Request For Proposals (RFP) Assistance.

Council Member Doby inquired about extra trash pick ups in the alley.

City Manager Simmons clarified this item was for approval of drafting the RFP. The RFP would come back to Council for approval and alley pickups is something that could be included.

Acting Development Services Director Noda explained the RFP process and advised additional signage was being added in the alleyways regarding illegal dumping. He advised staff was working on a program to educate the residents as they are allowed two free bulky item pickups per year.

Motion/Second: Doby/Murphy

Unanimously Carried: The City Council authorized the Mayor to execute Professional Services Agreement (PSA) for Solid Waste Franchise Hauler Request for Proposals (RFP) Assistance with Michael Balliet Consulting, LLC (MBC).

Council Member Hasselbrink pointed out educational pieces would be great to push out on a City app.

10. DISCUSSION ITEM

A. Consideration and Possible Approval of Ballot Argument Regarding One & One-half Cent (1.5%) Sales Tax (Transactions and Use) Measure (Administration)

This item provided the Council with an opportunity to discuss and consider approval of a ballot argument to One & One-half Cent (1.5%) Sales Tax (Transactions and Use) Measure.

City Manager Simmons introduced the item.

City Council discussed the proposed ballot argument in favor of the sales tax measure.

Motion/Second: Murphy/Doby

Unanimously Carried: The City Council:

1. Approved the argument as revised for submission to the City Clerk's Office for inclusion on the November 3, 2020, ballot by the August 3, 2020 submission deadline; and,
3. Requested Mayor Murphy reach out to Council Member Grose to advise of the opportunity to sign.

ROLL CALL

Mayor Murphy	Aye
Mayor Pro Tem Chirco	Aye
Council Member Doby	Aye
Council Member Grose	Absent
Council Member Hasselbrink	Aye

11. ADJOURNMENT

The City Council adjourned at 6:36 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – August 5, 2020

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 5:08 p.m., Monday, July 27, 2020, via videoconference, Mayor Murphy presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended via videoconference.

2. ROLL CALL

Present: Council Members: Doby, Hasselbrink, Grose,
Mayor Pro Tem Chirco, Mayor Murphy

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
David Cain, Fiscal Sustainability Manager
Craig Koehler, Interim Finance Director
Emeline Noda, Recreation Manager
Ron Noda, Acting Deputy City Manager
Eric Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Battalion Chief, Orange County Fire Authority
Chelsi Wilson, Executive Assistant/Benefits

3. SPECIAL ORDERS OF THE DAY

A. Consideration of the Process for City Council Submission of a Rebuttal Ballot Argument to the Argument Against a Proposed One & One-half Cent (1.5%) Sales Tax (Transactions and Use) Measure

This is an opportunity for Council to consider whether to submit a rebuttal argument to the Argument Against the Measure for a proposed one and one-half cent (1.5%) Sales Tax. Due to the constraints of the Brown Act, development or approval of a rebuttal argument by more than two Council Members must occur at a noticed public meeting. Accordingly, advance consideration of the process for developing and approving a rebuttal argument will help avoid a last-minute crisis or missed opportunity.

City Manager Simmons introduced the item. City Council discussed the rebuttal ballot argument.

Motion/Second: Murphy/Hasselbrink

Unanimously Carried: The City Council approved submission of a rebuttal ballot argument to the argument against the sales tax measure.

ROLL CALL

Mayor Murphy	Aye
Mayor Pro Tem Chirco	Aye
Council Member Doby	Aye
Council Member Grose	Aye
Council Member Hasselbrink	Aye

Motion/Second: Murphy/Chirco

Unanimously Carried: The City Council designate Council Member Hasselbrink and Mayor Pro Tem Chirco to draft a Rebuttal Argument for consideration and signature by Council Members and directed an item be placed on the August 11, 2020, Special Meeting agenda to consider approval or modification of that argument.

ROLL CALL

Mayor Murphy	Aye
Mayor Pro Tem Chirco	Aye
Council Member Doby	Aye
Council Member Grose	Aye
Council Member Hasselbrink	Aye

4. ADJOURNMENT

The City Council adjourned to 5:31 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

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

SPECIAL MEETING – August 11, 2020

1. CALL TO ORDER

The City Council met in Special Session at 5:06 p.m., Tuesday, August 11, 2020, via videoconference, Mayor Murphy presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended via videoconference.

2. ROLL CALL

Present: Council Members: Doby, Grose, Hasselbrink,
Mayor Pro Tem Chirco, Mayor Murphy

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
Craig Koehler, Interim Finance Director
Ron Noda, Acting Deputy City Manager
Eric Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Executive Assistant/Benefits

3. SPECIAL ORDERS OF THE DAY

A. Consideration and Possible Approval of a Rebuttal Ballot Argument to the Argument Against a Proposed One & One-half Cent (1.5%) Sales Tax (Transactions and Use) Measure

This item provided the Council with an opportunity to discuss and consider approval of a rebuttal argument to the Argument Against the Measure for a proposed one and one-half cent (1.5%) Sales Tax.

City Council discussed the rebuttal ballot argument. Council consensus was received to approve the rebuttal argument for submission to the City Clerk's Office for inclusion on the November 3, 2020, ballot by the August 13, 2020 submission deadline and to allow Council Member Grose to sign the rebuttal argument.

4. ADJOURNMENT

The City Council adjourned at 5:32 p.m.

Attest:

Richard D. Murphy, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2020

ITEM NUMBER: 9B

To: Mayor Richard D. Murphy & Members of City Council

Via: Chet Simmons, City Manager

From: Windmera Quintanar, MMC, City Clerk

Subject: 2020 Local Agency Biennial Notice

SUMMARY

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially. The Biennial Notice must be completed and filed with the City Council. No later than October 1, 2020 any amendments to the Conflict of Interest Code (COI) must be submitted to the City Council for approval. The Conflict of Interest Code is not effective until it has been approved by the City Council.

RECOMMENDATION

Receive and file the 2020 Local Agency Biennial Notice.

BACKGROUND

The Fair Political Practice Commission recommends a COI Code be amended if any of the below circumstances apply since the Code was last adopted.

- Is the current code more than five years old?
- Have there been any substantial changes to the City's organizational structure
- Have any positions been eliminated/re-named
- Have any new positions been added to your agencies or departments
- Have there been any substantial changes in duties or responsibilities for any positions

The City's current Conflict of Interest Code was adopted by Resolution 2018-16 on March 19, 2018.

DISCUSSION

The City Clerk has reviewed the COI Code in detail and has found that no ammendments are needed at this time.

FISCAL IMPACT

None.

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

*Attachments: 1. 2020 Local Agency Biennial Notice
2. Resolution No. 2018-16*

2020 Local Agency Biennial Notice

Name of Agency: City of Los Alamitos
 Mailing Address: 3191 Katella Ave. Los Alamitos, CA 90720
 Contact Person: Windmera Quintanar Phone No. (562) 431-3538 ext. 220
 Email: wquintanar@cityoflosalamitos.org Alternate Email: cityclerk@cityoflosalamitos.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

☐ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

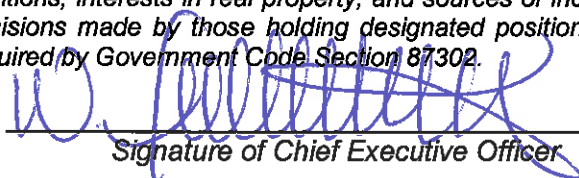
- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* _____

☐ **The code is currently under review by the code reviewing body.**

☒ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.



 Signature of Chief Executive Officer

8/6/2020

 Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

Los Alamitos City Council - 3191 Katella Ave., Los Alamitos, CA 90720

PLEASE DO NOT RETURN THIS FORM TO THE FPCC.

RESOLUTION NO. 2018-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY AND REPEALING RESOLUTION 2014-28

WHEREAS, the Political Reform Act, Government Code Section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate Conflict of Interest Codes; and,

WHEREAS, Section 18730 of the Fair Political Practices Commission Regulations (Title 2, Division 6, California Code of Regulations) contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference into an agency's code; and,

WHEREAS, after public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and,

WHEREAS, the terms of Title 2, Division 6, California Code of Regulations, Section §18730, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference; and,

WHEREAS, individuals holding designated positions shall file their statements of economic interest with the City Clerk, which will make the statements available for public inspection and reproduction (Government Code Section 81008); and,

WHEREAS, upon receipt of the statements for designated filers under Government Code Section 87200, the City Clerk shall make and retain copies and forward the originals to the Fair Political Practices Commission. All other statements will be retained by the City.

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

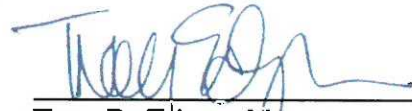
SECTION 1. The City Council of the City of Los Alamitos, California, finds that the above recitals are true and correct.

SECTION 2. This Resolution and the attached Exhibits designating positions, Exhibit A, and establishing disclosure requirements, Exhibit B, shall constitute the Conflict of Interest Code of the City of Los Alamitos.

SECTION 3. All prior Conflict of Interest Codes of the City of Los Alamitos and related resolutions, including without limitation Resolution 2014-28, are hereby repealed.

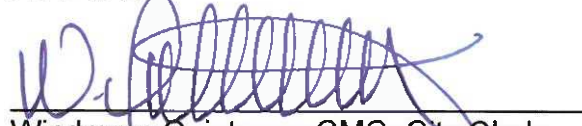
SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 19th day of March, 2018.



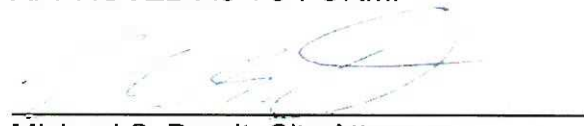
Troy D. Edgar, Mayor

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, California, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 19th day of March, 2018, by the following vote, to wit:

AYES:	COUNCIL MEMBERS:	Hasselbrink, Murphy, Chirco, Edgar, Kusumoto
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None



Windmera Quintanar, CMC, City Clerk

Exhibit A - Designated Employees and Disclosure Categories

The following positions entail the making or participation in the making of decisions which may foreseeably have a material effect of financial interests:

Designated Position	Disclosure Categories
Administrative Services Director	1, 2, 3, 4, 5, 6
Associate Planner	1, 2, 3, 4, 6
Assistant Planner	1, 2, 3, 4, 6
Assistant to the City Manager	1, 2, 3, 4
Building Official	1, 2, 3, 6
Chief of Police	1, 2, 3, 4, 6
City Clerk	1, 2, 3, 4, 6
City Engineer	1, 2, 3, 4, 5, 6
City Treasurer	1, 2, 3, 4, 5, 6
Code Enforcement Officer	1, 2, 3
Development Services Director	1, 2, 3, 4, 5, 6
Finance Director	1, 2, 3, 4, 5, 6
Finance Manager	1, 2, 3, 4, 5, 6
Police Captain	1, 2, 3, 4, 6
Public Works Superintendent	1, 2, 3, 4, 6
Recreation & Community Services Director	1, 2, 3, 4, 5, 6
Recreation & Community Services Manager	1, 2, 3, 4
Recreation Supervisor	1, 2, 3
Consultants/New Positions*	1, 2, 3, 6
Committee, Commission and Board Members:	
Traffic Commission	1, 2, 3
Parks, Recreation & Cultural Arts Commission	1, 2, 3
Personnel Appeals Commission	1, 2, 3

* Consultants/New Positions are included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The City Manager may determine, in writing, that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultants' duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection by the City Clerk in the same manner and location as this Conflict of Interest Code.

Exhibit B - Categories of Reportable Economic Interests

Designated Employees in Disclosure Category 1 Must Report:

All interest in real property, as defined in Government Code § 82033, located within or subject to the jurisdiction of the City. Real property shall be deemed to be within the jurisdiction of the City if the property or any part of it is located within or not more than two miles outside the boundaries of the City of Los Alamitos, or within two miles of any land owned or used by the City of Los Alamitos. No disclosure need be made concerning the principal residence of the designated employee.

Designated Employees in Disclosure Category 2 Must Report:

All investments, as defined in Government Code § 87034. Financial interests are reportable only if located within or subject to the jurisdiction of the City of Los Alamitos, or if the business entity is doing business or planning to do business in the City of Los Alamitos, or has done business within the City of Los Alamitos at any time during the two years prior to the filing of the statement.

Designated Employees in Disclosure Category 3 Must Report:

All income, as defined in Government Code § 82030, from any source located or doing business within the jurisdiction or expecting to do business within the jurisdiction. Income received from a public agency need not be disclosed.

Designated Employees in Disclosure Category 4 Must Report:

Employees whose duties involve contracting or purchasing:

Contracts or makes purchases for the entire City: Investments and business positions in business entities and sources of income, which provide services, supplies, materials, machinery or equipment of the type utilized by the City of Los Alamitos.

Contracts or makes purchases for specific department: Investments and business positions in business entities and sources of income, which provide services, supplies materials, machinery or equipment of the type utilized by the designated employee's department or division.

Designated Employees in Disclosure Category 5 Must Report:

Investments and business positions in business entities, and sources of income, which engage in land development, construction or the acquisition or sale of real property, and all interests in real property, with the exception of the principal residence of the designated employee.

Designated Employees in Disclosure Category 6 Must Report:

All investments and business positions in business entities, and sources of income, which are subject to the regulatory, permit or licensing authority of the City of Los Alamitos.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2020

ITEM NUMBER: 9C

To: Mayor Richard D. Murphy & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Ordinance No. 2020-03 – State Mandated Elimination of Large Family Daycare Home Regulations (ZOA 19-03)

SUMMARY

City Council introduced Ordinance No. 2020-03 and waived further reading at its July 20, 2020 Regular meeting. Consideration of an ordinance amending Los Alamitos Municipal Code Sections 17.08.020, 17.22.030, 17.28.140, 17.28.150, and 17.74.060 as required to address recent changes in state law concerning the regulation of Large Family Daycare Homes (ZOA 19-03) (Citywide). On April 22, 2020, the Planning Commission voted to recommend adoption of the proposed ordinance to the City Council in their April 22, 2020. Notwithstanding their recommendation for approval of the ordinance, the Planning Commission expressed concern with the required finding that approval of ordinance will not be detrimental to the public convenience, health, interest, safety or welfare of the City.

RECOMMENDATION

Adopt Ordinance No. 2020-03, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 17.08.020, 17.22.030, 17.28.140, 17.28.150, AND 17.74.060 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF LARGE FAMILY DAYCARE HOMES (ZOA 19-03).”

BACKGROUND

On September 5, 2019, Governor Newsom approved Senate Bill 234 – Family Daycare Homes, amending the California Child Day Care Act (“SB 234”), which became effective January 1, 2020. Prior to the enactment of SB 234, state law differentiated between small family daycare homes providing care for up to 8 children and large family daycare homes providing care for up to 14 children. Small family daycare homes were considered a residential use of property permitted by right in residential zoning districts. By contrast, cities retained the ability to regulate large family daycare homes by imposing permit requirements and use restrictions. SB 234 removes the distinction between small family

daycare homes and large family daycare homes for purposes of land use regulation. Cities are now required to treat large family daycare homes as a residential use of property permitted by right in all residential zoning districts. Further, SB 234 clarifies that such uses are not only permitted in detached single-family residences, but may also be established in a townhouse, multifamily dwelling, or an accessory dwelling unit.

In accordance with Los Alamitos Municipal Code Section 17.58, the Planning Commission considered the proposed code amendment on April 22, 2020 and approved Resolution No. 20-02 recommending to City Council approval of the proposed ordinance. Notwithstanding their recommendation for approval of the ordinance, the Planning Commission expressed concern with the finding required by Los Alamitos Municipal Code Section 17.58.060 that approval of the code amendment will not be detrimental to the public convenience, health, interest, safety or welfare of the City. The Planning Commissioners felt that the passage of the ordinance would adversely affect the character of the City's residential neighborhoods.

DISCUSSION

The proposed ordinance amends several sections of the Los Alamitos Municipal Code to comport with the mandates of SB 234. The allowable residential land use table has been amended to show that both small and large family daycare home uses are permitted in the City's residential zones. Prior requirements for additional parking for Large Family Daycare uses have been deleted. Prior regulations specific to Large Family Daycare, which addressed fences and walls, play area equipment, drop-off and pick-up areas, and City inspections among other things have been eliminated. Additionally, the Los Alamitos Municipal Code definitions for Family Daycare Home, Large and Small have been updated.

FISCAL IMPACT

None.

Submitted by: Michael S. Daudt, City Attorney

Approved by: Chet Simmons, City Manager

Attachment: 1. Ordinance No. 2020-03

ORDINANCE NO. 2020-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 17.08.020, 17.22.030, 17.28.140, 17.28.150, AND 17.74.060 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF LARGE FAMILY DAYCARE HOMES (ZOA 19-03)

WHEREAS, on September 5, 2019, Governor Newsom approved Senate Bill 234 – Family Daycare Homes, amending the California Child Day Care Act (“SB 234”); and,

WHEREAS, prior to the enactment of SB 234, state law differentiated between small family daycare homes providing care for up to 8 children and large family daycare homes providing care for up to 14 children; and,

WHEREAS, prior to the enactment of SB 234, state law required cities to treat small family daycare homes as a residential use of property permitted by right in residential zoning districts; conversely cities retained the ability to impose permit requirements and use restrictions regulating large family daycare homes; and,

WHEREAS, SB 234 removes the distinction between small family daycare homes and large family daycare homes for purposes of land use regulation by requiring cities to now also treat large family daycare homes as a residential use of property permitted by right in residential zoning districts; and,

WHEREAS, this Ordinance amends Sections 17.08.020, 17.22.030, 17.28.140, 17.28.150, and 17.74.060 of Title 17 (Zoning Regulations) of the Los Alamitos Municipal Code to ensure consistency and compliance with SB 234; and

WHEREAS, the Planning Commission opened a duly noticed Public Hearing concerning this proposed code amendment on April 22, 2020, 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 May 18, 2020; 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 19-03 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.

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

ZOA 19-03, as mandated by Senate Bill 234, eliminates discretionary review and regulation of Large Family Daycare Homes by the City; however, the State Department of Social Services will continue to license and regulate such facilities. Therefore, this action will not be detrimental to the public convenience, health, interest, safety, or welfare of the City.

- 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.*

The City Council of the City of Los Alamitos determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to 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.

SECTION 3. Section 17.08.020, Table 2-02 (Allowed Uses and Permit Requirements for Residential Zones) of the Los Alamitos Municipal Code is hereby amended by revising the following columns and rows pertaining to Family Daycare Homes:

Use	R-1	R-2	R-3	M-H	Specific Use Regulations
Family Daycare Home – Large	P	P	P	P	See Section 17.28.140
Family Daycare Home – Small	P	P	P	P	See Section 17.28.150

SECTION 4. Section 17.22.030, Table 3-05 (Parking Requirements by Use) of the Los Alamitos Municipal Code is hereby amended by deleting the following column and row (deleted text in strikeout):

MEDICAL AND CARE USES	
Day Care Homes—Large	2 on-site parking spaces in addition to any spaces required for the primary residential use

SECTION 5. Section 17.28.140 of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

17.28.140 Family Daycare Home – Large

All large family daycare homes, as defined in Chapter 17.74 (Definitions), shall comply with all applicable state laws, regulations, and rules governing family daycare homes. Such facilities do not require any discretionary City permits and are exempt from Chapter 17.44 (Site Development Permit – Major and Minor).

SECTION 6. Section 17.28.150 of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

17.28.150 Small Family Daycare Home – Small

All small family daycare homes, as defined in Chapter 17.74 (Definitions), shall comply with all applicable state laws, regulations, and rules governing family daycare homes. Such facilities do not require any discretionary City permits and are exempt from Chapter 17.44 (Site Development Permit – Major and Minor).

SECTION 7. Section 17.74.060 (F Definitions) of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

Family Daycare Home. A facility that regularly provides care, protection, and supervision for 14 or fewer children, in the provider’s own home, for periods of less than 24 hours per day, while the parents or guardians are away, and is either a large family daycare home or a small family daycare home.

Family Daycare Home – Large. A large family daycare home is a facility that provides care, protection, and supervision for 7 to 14 children, inclusive, including children under 10 years of age who reside at the home.

Family Daycare Home – Small. A small family daycare home is a facility that provides care, protection, and supervision for 8 or fewer children, including children under 10 years of age who reside at the home.

A small family daycare home or large family daycare home includes a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling unit within a covered multifamily dwelling in which the underlying zoning allows for residential uses. A small family daycare home or large family daycare home is where the daycare provider resides, and includes a dwelling or a dwelling unit that is rented, leased, or owned.

SECTION 8. 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 9. 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 17th day of August, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2020-03 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 20th day of July, 2020 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 17th day of August, 2020, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

Attachments: 1. Quarterly Investment Report
2. Pooled Investment Portfolio Holdings

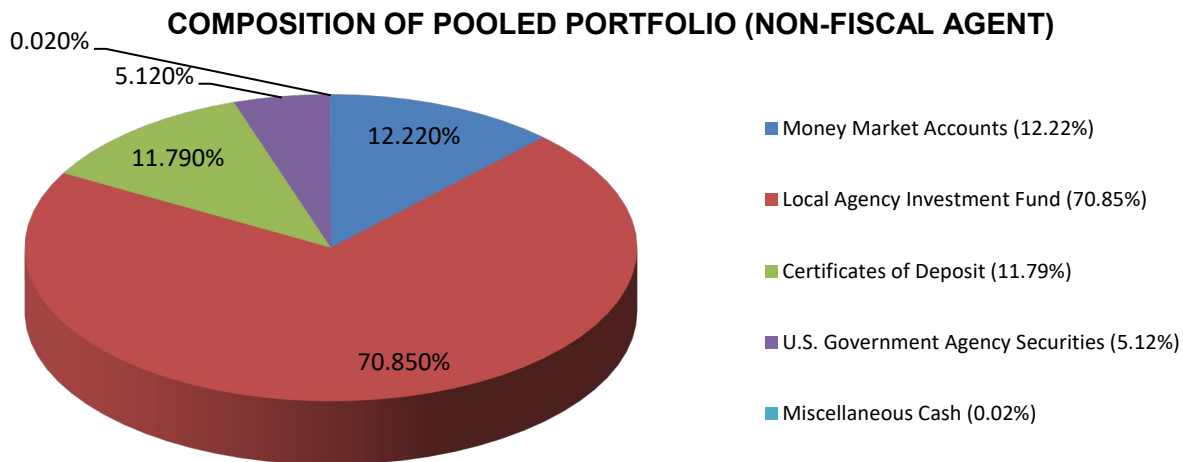


CITY OF LOS ALAMITOS

Quarterly Investment Report

June 30, 2020

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 1,788,985.73	\$ 1,788,985.73
Local Agency Investment Fund (LAIF)	10,319,627.41	10,370,325.62
Certificates of Deposit	1,726,000.00	1,726,000.00
U.S. Government Agency Securities	750,000.00	750,000.00
Miscellaneous Cash	2,400.00	2,400.00
TOTAL POOLED INVESTMENT PORTFOLIO	14,587,013.14	14,637,711.35
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	178.75	178.75
TOTAL INVESTMENTS HELD BY FISCAL AGENT	178.75	178.75
TOTAL CASH & INVESTMENTS	\$ 14,587,191.89	\$ 14,637,890.10



It has been verified that this investment portfolio is in conformity with the City's investment policy which was approved by City Council on 11/18/19. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 0.34 years. Weighted average yield on cost is 1.494%. The cash held and invested with fiscal agent is subject to the investment provisions of the related trust indenture associated with the bond transaction which generated the cash.

Craig Koehler

Craig Koehler, Interim Finance Director



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
June 30, 2020

DESCRIPTION OF SECURITY	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
<u>MONEY MARKET ACCOUNTS</u>							
US Bank	Varies	Varies	Coll. ¹	Varies	1,788,985.73	0.50%	1,788,985.73
SUBTOTAL MONEY MARKET ACCOUNTS					1,788,985.73		1,788,985.73
LOCAL AGENCY INVESTMENT FUND (LAIF)	Varies	Varies	NR	Varies	10,319,627.41	1.41%	10,370,325.62
<u>CERTIFICATES OF DEPOSIT</u>							
Ally Bank (FDIC Gtd)	3.00%	07/26/21	FDIC	07/26/18	246,000.00	3.00%	246,000.00
Discover Bank (FDIC Gtd)	1.75%	11/02/21	FDIC	11/02/16	248,000.00	1.75%	248,000.00
BMW Bank North America (FDIC Gtd)	3.10%	08/10/22	FDIC	08/10/18	246,000.00	3.10%	246,000.00
Wells Fargo Bank (FDIC Gtd)	3.25%	09/28/22	FDIC	09/28/18	249,000.00	3.25%	249,000.00
Morgan Stanley (FDIC Gtd)	3.20%	05/17/23	FDIC	05/17/18	246,000.00	3.20%	246,000.00
Synchrony Bank (FDIC Gtd)	3.30%	07/20/23	FDIC	07/20/18	246,000.00	3.30%	246,000.00
CitiBank (FDIC Gtd)	3.30%	09/21/23	FDIC	09/21/18	245,000.00	3.30%	245,000.00
SUBTOTAL CERTIFICATES OF DEPOSIT					1,726,000.00		1,726,000.00
<u>U.S. GOVERNMENT AGENCY SECURITIES</u>							
Federal National Mortgage Association	1.60%	11/23/21	AAA	11/23/16	750,000.00	1.60%	750,000.00
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES					750,000.00		750,000.00
MISCELLANEOUS CASH					2,400.00		2,400.00
TOTAL POOLED CASH & INVESTMENTS					14,587,013.14		14,637,711.35

¹ Collateralized in accordance with Section 53652 of the CA state code.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2020

ITEM NUMBER: 9E

To: Mayor Richard D. Murphy & Members of the City Council

Presented By: Chris Kelley, City Engineer

Subject: Award Contract for the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals - CIP No. 19/20-06)

SUMMARY

This report recommends award of a contract for the construction of the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals - CIP No. 19/20-06).

RECOMMENDATIONS

1. Award contract to Bear Electrical Solutions, Inc., for construction of the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals - CIP No. 19/20-06); and,
2. Authorize the Mayor to execute the contract with Bear Electrical Solutions, 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 \$1,075.00.

BACKGROUND

The Accessible Pedestrian Signals (APS) system provides confirmation that a WALK signal request has been received and provides unambiguous indications of which crosswalk at a signalized intersection has the WALK signal. The APS system will enable pedestrians who are blind or visually impaired to safely and efficiently cross at signalized intersections or pedestrian crossings. The Federal Highway Administration (FHWA) has published new APS standards in the Manual on Uniform Traffic Control Devices (MUTCD) 2009; the installation of pedestrian countdown timers is mandated in the MUTCD 2009. The Department has adopted the MUTCD 2009 under the California MUTCD 2012. Although the installation of the APS system is not mandated in the

MUTCD 2009, the Department plans to install both pedestrian countdown timers and APS system at new and modified signalized intersections and signalized pedestrian crossings.

The primary technique that pedestrians who have visual disabilities use to cross streets at signalized intersections, is to initiate their crossing when they hear the traffic in front of them stop; when that occurs, the traffic alongside them begin to move, which often corresponds to the onset of the green interval. The existing environment is often not sufficient to provide the information visually impaired pedestrians need to cross a roadway at a signalized intersection. The APS provides information in non-visual formats, such as audible tones, speech messages, and/or vibrating surfaces. APS improves pedestrian orientation to their travel direction and provides guidance to pedestrians who are visually impaired when crossing the signalized location. The APS system consists of electronic control equipment, mounting hardware, pushbuttons, and signage to provide accessible walk indication. Functionalities include audible speech message, pushbutton locator tones, tactile arrow, vibrotactile indications, tactile map of the crosswalk, pushbutton information message, etc.

DISCUSSION

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the local publications, consisting of: the News-Enterprise and the F.W. Dodge publication.

Bids for the Traffic Signal Modification on Los Alamitos Boulevard at Florista Street (Visually Impaired Pedestrian Signals - CIP No. 19/20-06), were publicly opened on July 14, 2020 at 11:00 a.m. From the seven (7) total bids received, it was determined by Staff that the lowest responsible bid submitted was from Bear Electrical Solutions, Inc. with the total bid amount of \$10,745.00. The bid results are provided below:

Company	Bid Amount
Bear Electrical Solutions, Inc.	\$ 10,745.00
Siemens	\$ 10,875.00
Global Road Sealing, Inc.	\$ 11,680.00
Crosstown Electrical and Data, Inc.	\$ 11,987.00
California Professional Engineers, Inc.	\$ 14,300.00
Alfaro Communications Construction, Inc.	\$ 14,500.00
Calpromax Engineering, Inc.	\$ 67,000.00
Average	\$ 20,155.29

The following represents an approximate timeline for the completion of the project that consists of: installation of the Accessible Pedestrian Signal components at Los Alamitos Boulevard and Florista Street for the improvement project:

- 08/17/2020 Award of Contract
- 09/07/2020 Start of construction
- 11/08/2020 End of construction

FISCAL IMPACT

Total cost for the project is estimated to be \$15,000. The construction budget for the project was bid at \$10,745.00 with an additional \$4,255.00 for contingency and inspection.

Available funding for the projects is provided by Measure M in the amount of \$15,000.

Submitted by: Chris Kelley, City Engineer

Reviewed by: Ron Noda, Acting Development Services Director

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

Attachments:

1. *Plans and Specs for CIP No. 19/20-06*
2. *Drawing for CIP No. 19/20-06*
3. *Bid Breakdown – Traffic Signal Modification*
4. *Contract - VSP*



CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

PEDESTRIAN PUSH BUTTON REPLACEMENT

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

JUNE 2020

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 14th day of July 2020
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CITY OF LOS ALAMITOS

SPECIFICATIONS FOR

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
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 C. Kelley, P.E.
P.E. 83179
Expiration Date: 03-31-22



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

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TABLE OF CONTENTS
PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

NOTICE INVITING SEALED BIDS.....	A
INSTRUCTIONS TO BIDDERS	B
PROPOSAL INFORMATION AND DOCUMENTS.....	C
CONTRACT INFORMATION AND DOCUMENTS.....	D
STANDARD SPECIFICATIONS	E
SPECIAL PROVISIONS - 400 SERIES	F
SPECIAL PROVISIONS - 600 SERIES	G
SPECIAL PROVISIONS - 700 SERIES	H
SPECIAL PROVISIONS - ATTACHMENTS.....	I

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SECTION A

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT SPECIFICATION NO. CIP 19/20-06 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 14th day of July 2020. The bids will be publicly opened and read at 11:00 a.m. on the 14th day of July 2020, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to remove existing pedestrian push buttons at the Los Alamitos Boulevard and Florista Street traffic signal and replace with Accessible Pedestrian Signals (APS) system. 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-10 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 PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT,
SPECIFICATION NO. CIP 19/20-06**

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 \$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.

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

SECTION B

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT SPECIFICATION NO. CIP 19/20-06 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 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. 301

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

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
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

PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT SPECIFICATION NO. CIP 19/20-06 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

PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT SPECIFICATION NO. CIP 19/20-06 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)

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BID SCHEDULES

PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Remove and Replace Existing Pedestrian Push Buttons with New Accessible Pedestrian Signals (APS) System per Plan	1	LS	\$	\$
Subtotal					

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

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

PRINCIPAL* _____.

SURETY* _____

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

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

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
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

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ FAX: _____

E-mail: _____

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

License Expiration Date: _____

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

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

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

Prior Disqualification

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

Violations of Federal or State Law

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

Yes / No: _____ Federal / State: _____

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

Have the penalties been paid? Yes / No: _____

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

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

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

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

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT SPECIFICATION NO. CIP 19/20-06 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)

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
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

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06**

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

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
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

PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT SPECIFICATION NO. CIP 19/20-06 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT, SPECIFICATION NO. CIP 19/20-06 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 PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT, SPECIFICATION NO. CIP 19/20-06, 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

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06**

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

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
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: PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT, SPECIFICATION NO. CIP 19/20-06 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

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
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

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
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

PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT SPECIFICATION NO. CIP 19/20-06 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

**PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

E-STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS
PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
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 work day.

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 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.

6-13 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.

**SPECIAL PROVISIONS
PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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.

**SPECIAL PROVISIONS
PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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.

**SPECIAL PROVISIONS
PEDESTRIAN PUSH BUTTON REPLACEMENT PROJECT
SPECIFICATION NO. CIP 19/20-06
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 86 – GENERAL

86-1.02 Materials.

86-1.02T Accessible Pedestrian Signals. Accessible Pedestrian Signals (APS) shall be Polara iNS iNavigator (2-wire) system complete with 2" ADA compliant push button stations, mounting hardware, central control unit, interconnect board, cables, and connectors.

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.

87-1.04 Payment. Payment for push button replacement under Sections 86 and 87 shall be included in the unit price bid for remove and replace existing pedestrian push buttons with new accessible pedestrian signals (APS) system per plan and no additional compensation will be allowed therefor.

ATTACHMENTS

Accessible Pedestrian Signals



INS2: "INS" iNavigator 2-Wire Push Button Station

The "INS" iNavigator 2-Wire Push Button Station (INS2 PBS) is the pedestrian interface to the iNavigator Accessible Pedestrian System. A system consists of a Control Unit (PN iCCU-S2, iCCU-C2, iCCU-S, or iCCU-C) and a Push Button Station. The INS2 PBS is an MUTCD compliant PBS and provides valuable information and cues via both a vibrating arrow button and audible sounds, making the intersection accessible for all pedestrians. All sounds emanate from the front and back of the unit. A sunlight-visible red LED latches "ON" along with a tactile feedback "bounce" to confirm the button has been pushed. The vandal-resistant design of the INS2 PBS includes the body, which houses the ADA compliant push button (shown), a faceplate (5X7 sign shown), and mounting hardware.

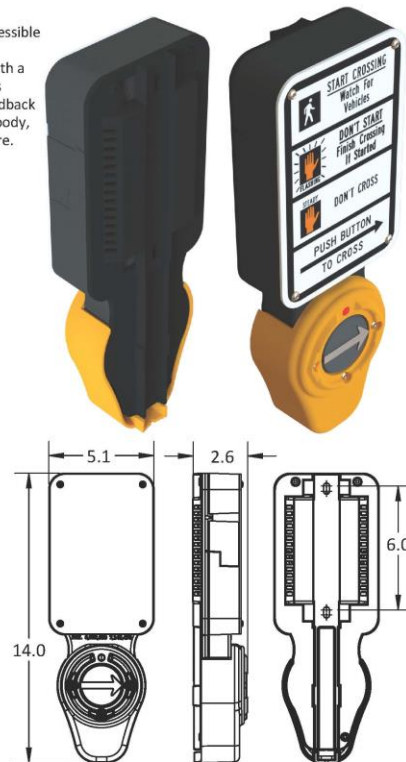
By interfacing with the Central Control Unit (CCU) that installs in the Traffic Cabinet, the INS2 PBS can provide the following standard features:

- Operates over a single pair of wires
- All PBS wired in parallel, individually assignable to any phase
- 16 buttons can operate on a single iCCU (dependent on power requirements and wire runs)
- All sounds are synchronized
- 4 Locate Tone selectable options
- 13 Walk Sound selectable options, 3 of them custom options
- 7 Clearance Sound selectable options
- Walk, Clearance, and Don't Walk sounds automatically adjust to ambient
- Separate ambient response settings for Locate Tone (for quiet ambient conditions)
- Most sounds have independent Min/Max settable limits
- Button vibrates during Walk
- Button push confirmed by latching LED, tactile bounce, and audible "wait" sound
- Extended button push can boost volume for next Walk and Clearance
- Direction of travel message with extended button push, capable
- Extended Push Priority: mutes all but selected crosswalk, capable
- Extended Push activation settings: 0-6 second range, 0.5 second increments
- Beacons and Ping Pong features available
- Select audio messages, change settings, and perform firmware updates wirelessly using iOS (9.0+) or Android (5.0+) devices, or a Windows PC with Polara's Bluetooth Dongle (PN iN-DGL, purchased separately)
- Built in health/event logging feature, up to 1000 events
- False walk detection: four independent checks
- External speaker option at time of order
- External button input for bike lanes, horses, etc.
- Warranty: 3 year limited

An INS2 PBS can operate as an INS3 (Ped-Head Based System). It comes with a 3-position terminal block to connect to a Ped-Head Control Unit. See INS3 Quick Start Guide for more information.

For optimum functionality, Polara recommends a dedicated pair of wires be routed to each PBS. Using IMSA 50-2 Cable is an ideal choice. The ground shield does not need to be connected.

Dimensions are in inches. INS25BN0-Y unit shown.



Doc. iNS2-CutSheet Rev. A-25224 02/05/2020

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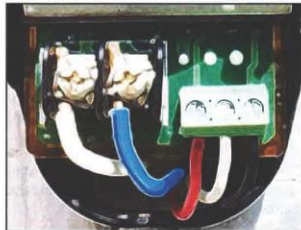
Operating Specifications	
Parameter	Rating
Operating Temp. Range	-34°C to +74°C (-30°F to +165°F)
Storage Temp. Range	-45°C to +85°C (-50°F to +185°F)
Operating Force	3.0 lbs max, option of 3 adjustable programmed forces
Switch Operating Life	Greater than 20 million operations
Max. Volume	100 dB @ 1 meter

Design Compliance	
Functionality Test Type	Compliance
Temperature and Humidity	MUTCD 2009-4E
Transient Voltage Protection	NEMA TS2
Transient Suppression	NEMA TS2
Mechanical Shock and Vibration	NEMA TS2
iNS3 PBS Enclosure	NEMA 250 Type 4X
Electrical Reliability	NEMA TS2

Notes:

1. Lab tested to applicable sections of referenced standards
2. All specifications are subject to change without notice
3. All specifications are typical unless otherwise specified

Termination View: iNS2 Operating as iNS3 PBS



Ped Call Terminal on left. 3-position terminal block on right (for operating as iNS3)

Dimensions are in inches.

Doc. iNS2-CutSheet Rev. A-25224 02/05/2020

iNS2 5 A N 0 - B - BD-ES

Additional Options

Button Options

NA - No Arrow
BD - Bi-Directional Arrow

Other Options

WPC - With pole cap
ES - External Speaker option

Button Cover Color

Back plate is always black.

B - Black
G - Green
Y - Yellow

Audio Message Option

0 - Standard messages
1 - Custom Messages

Braille

N - No braille on faceplate
B - Braille on faceplate

Faceplate

MUTCD Compliant

V - 9x12 R10-3
U - 9x12 R10-3b
T - 9x15 R10-3e

Non-MUTCD Compliant

A - 5x7- International
B - 5x7- International
C - 9x12- Countdown
D - 5X7 or 9x12- International
O - No Faceplate

Size of Front Plate Adapter

5 - 5" x 7"
9 - 9" x 12"
3 - 9" x 15"

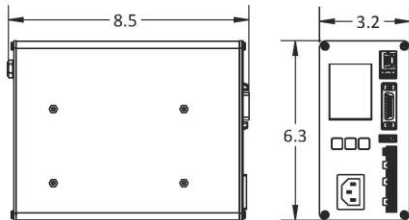
Navigator Family

iNS2 - iNavigator S 2-Wire Push Button

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ICCU-S2: iNtelligent Central Control Unit for Shelf Mount



Dimensions are in inches.

The ICCU-S2 replaces the ICCU-S and is designed to work with all style cabinets as the intelligent control unit for Polara's iN2/iNS2 accessible push button stations (PBS). The system includes an interconnect board (PN: iN2-ICB sold separately) to facilitate connection of up to 16 PBS. Each PBS connects via two wires in parallel, and do not have a polarity requirement. A 2-wire BUTTON-PLC-CABLE is included with each unit and is used to connect the ICCU-S2 to the iN2-ICB.

This model utilizes four separate cable assemblies (A/B/C/D) to provide all the features/functions of the legacy 50 pin cable harness, allowing selection of just the features needed, at reduced cost. If just standard functions are needed, only Cables A and C are needed. For Preemption, Cable B is needed. For General Purpose Input functions, Cable D is needed.

This model also supports SDLC communication in TS1 and TS2 cabinets when a TS2 controller operating in TS2 mode, with an MMU, is utilized (**there must be an MMU**). If just PED Walk/Don't Walk interval information is communicated by SDLC, just Cable C would be needed. If both PED interval information and call placements are communicated through SDLC, Cables A and C would not be needed. The included CABLE-C-LG is necessary to ensure proper grounding when using the ICCU-S2 in this BIU mode. Cables B and D would only be needed if Preemption or General Input functions are needed.

The ICCU-S2 front panel includes a backlit LCD for displaying system status information. Front panel buttons are used during setup, placing test calls, and to enable Wi-Fi. All setup functions can be performed via Ethernet or Wi-Fi using a PC. Setup and configuration is also supported using an iPhone, iPad or Android device via Wi-Fi. In addition, configuration via Bluetooth is supported by pairing with any connected PBS using a PC with an iN-DGL (purchased separately), or iOS/Android mobile device. All of the connection options provide full access to setup and configuration options of both the ICCU-S2 and all connected PBSS. Polara provides free apps for Windows PCs (Windows 7+), iOS (9.0+) devices, and Android (5.0+) devices.

Multiple configurations are supported, with the ability to change operational features based on time of day. General purpose inputs are available for options such as voice message on emergency vehicle preemption. The system has downloadable internal conflict monitoring and health log data capture that contains extensive status/fault reporting. Remote Monitoring can be done over Ethernet.

Optional SDLC:

PN: iN2-SDLC-YCABLE for 4 ft "Y" cable (order separately if needed)

PN: iN2-SDLC-CABLE for Straight Cable (order separately if needed)

Ped Walk / Don't Walk Inputs (from load switches):

Optically isolated 80-150 Volts AC/DC, 5 mA max.

Ped Call Outputs (to traffic controller):

Optically isolated 36 Volts AC/DC peak

300 mA Solid State Fused Contact Closure

PBS Power Output:

Nominal 24 VDC, Short Circuit Protected - Auto Recovering

General Purpose Inputs:

10-36 Volt AC/DC peak, 10 mA max, Optically Isolated

Environmental:

Operating: -34 °C (-30 °F) to +74 °C (+165 °F) - LCD temperature range is limited to -20 °C to +70 °C

Storage: -45 °C (-50 °F) to +85 °C (+185 °F)

Warranty: 3 year limited

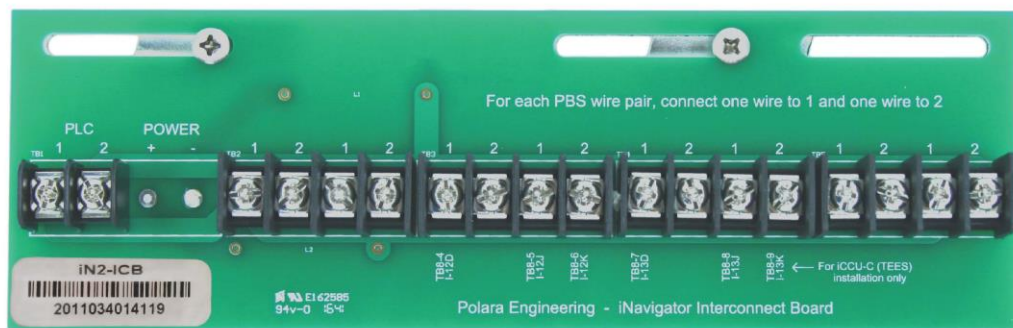
Doc. ICCU-S2-CutSheet Rev. A-25224 02/05/2020

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iN2-ICB: Interconnect Board for iCCU-S & iCCU-S2

This Interconnect Board is required for landing of intersection/field button wires when an iCCU-S/iCCU-S2 Control Unit is used. Allows for connection of up to 16 iN2/iNS2 push button stations. The part number for ordering is iN2-ICB.



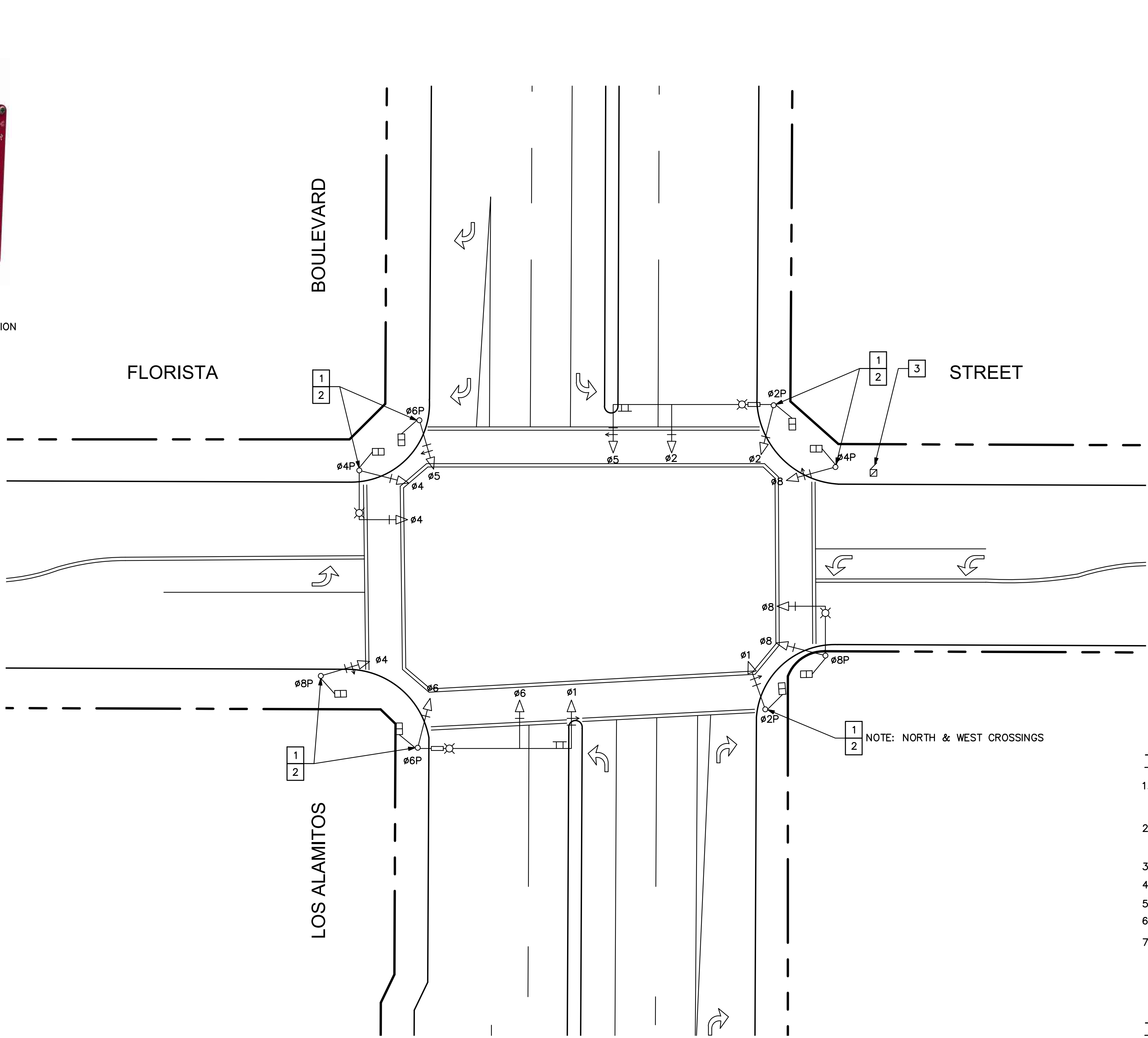
Dimensions are in inches.



POLARA INS INAVIGATOR PEDESTRIAN
PUSH BUTTON STATION
MODEL: INS

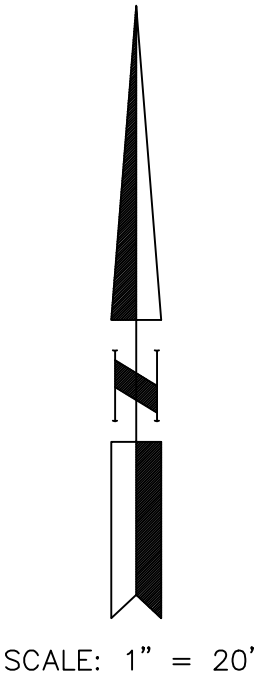


POLARA CENTRAL COMMUNICATION
CONTROL UNIT
MODEL: ICCU-S2



EXISTING PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1			
Ø1	Ø2	Ø3	Ø4
RING 2			
Ø5	Ø6	Ø7	Ø8

OPERATIONS:
Ø1, Ø3, Ø5 & Ø7 ON NON-LOCK AND REST-IN-RED



TRAFFIC SIGNAL GENERAL NOTES:

- TRAFFIC SIGNAL AND THE INSTALLATION THEREOF SHALL CONFORM TO THESE PLANS, THE SPECIAL PROVISIONS, THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND STANDARD PLANS (DATED 2018), AND THE CALIFORNIA MUTCD 2014 EDITION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND FACILITIES, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF ANY UNDERGROUND FACILITIES DAMAGED DURING CONSTRUCTION.
- ALL MATERIAL AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- ALL EQUIPMENT TO BE REMOVED SHALL BE DISPOSED OF BY THE CONTRACTOR.
- ALL NEW PEDESTRIAN PUSH BUTTONS SHALL BE POLARA INS INAVIGATOR 2-WIRE PUSH BUTTON STATION.
- ALL CONDUIT, CONDUCTORS, AND PULL BOXES SHALL BE REUSED UNLESS OTHERWISE NOTED.
- THE ACCESSIBLE PEDESTRIAN SIGNAL (APS) SYSTEM SHALL BE POLARA INS INAVIGATOR (2-WIRE). THE APS SYSTEM SHALL BE COMPLETE WITH 2" ADA COMPLIANT PUSH BUTTON, AND MOUNTING HARDWARE.

TRAFFIC SIGNAL CONSTRUCTION NOTES:

- REMOVE EXISTING PEDESTRIAN PUSH BUTTON ASSEMBLY COMPLETE.
- INSTALL POLARA ACCESSIBLE PEDESTRIAN SIGNAL (APS) PUSH BUTTON STATION (SEE GENERAL NOTE 7). CUSTOM VOICE MESSAGE AS FOLLOWS:
 - WALK INTERVAL: "FLORISTA STEET, WALK SIGN IS ON TO CROSS FLORISTA STREET."
 - "LOS ALAMITOS BOULEVARD, WALK SIGN IS ON TO CROSS LOS ALAMITOS BOULEVARD."
 - DON'T WALK INTERVAL: "WAIT"
 - FLASHING DON'T WALK INTERVAL: BEEP SOUND
- INSTALL CENTRAL CONTROL UNIT FOR APS (SEE GENERAL NOTE 7) AND MISCELLANEOUS AUXILIARY EQUIPMENT TO PROVIDE FOR THE INTENDED OPERATION AS SHOWN ON THE PLAN.



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APPV'D	



WILLDAN Engineering		DATE
DRAWN BY	M OBREGON	3/11/2020
CHECKED BY	J LAU	3/11/2020
DESIGNED BY	F IRANITALAB	3/11/2020
APPROVED		6/17/2020
City Traffic Engineer		Date

CITY OF LOS ALAMITOS
PUBLIC SERVICES DEPARTMENT

TRAFFIC SIGNAL MODIFICATION
ON
LOS ALAMITOS BLVD
AT FLORISTA STREET

CITY OF LOS ALAMITOS
TRAFFIC SIGNAL MODIFICATION ON LOS ALAMITOS BLVD AT FLORISTA ST
SPECIFICATION NO. CIP 19/20-06

BID OPENING: July 14, 2020 AT 11:00 AM

Attachment 3

				BEAR ELECTRICAL SOLUTIONS, INC.		SIEMENS		GLOBAL ROAD SEALING, INC.		CROSSTOWN ELECTRICAL AND DATA, INC.		CALIFORNIA PROFESSIONAL ENGINEERS, 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	Remove and replace existing pedestrian push buttons with new accessible pedestrian signals (APS) syster per plan	1	LS	10,745.00	\$10,745.00	10,875.00	\$10,875.00	11,680.00	\$11,680.00	11,987.00	\$11,987.00	14,300.00	\$14,300.00
		TOTAL			\$10,745.00		\$10,875.00		\$11,680.00		\$11,987.00		\$14,300.00
SCHEDULE		TOTAL			\$10,745.00		\$10,875.00		\$11,680.00		\$11,987.00		\$14,300.00
PROJECT TOTAL					\$10,745.00		\$10,875.00		\$11,680.00		\$11,987.00		\$14,300.00

ARTICLES OF AGREEMENT

TRAFFIC SIGNAL MODIFICATION ON LOS ALAMITOS BOULEVARD AT FLORISTA STREET (VISUALLY IMPAIRED PEDESTRIAN SIGNALS) PROJECT SPECIFICATION NO CIP 19/20-06 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS TRAFFIC SIGNAL MODIFICATION ON LOS ALAMITOS BOULEVARD AT FLORISTA STREET (VISUALLY IMPAIRED PEDESTRIAN SIGNALS) PROJECT SPECIFICATION NO. CIP 19/20-06, ("AGREEMENT") is made and entered into for the above-stated project this 17th of August, 2020, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and BEAR ELECTRICAL SOLUTIONS, 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 THIS TRAFFIC SIGNAL MODIFICATION ON LOS ALAMITOS BOULEVARD AT FLORISTA STREET (VISUALLY IMPAIRED PEDESTRIAN SIGNALS) PROJECT SPECIFICATION NO. CIP 19/20-06 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 Ten Thousand, Seven Hundred Forty-Five and Zero Cents (\$10,745.00), unless specifically approved in advance and in writing by AGENCY.

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

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

ARTICLE V: Work Site Conditions

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

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

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

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

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of

accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: Robert Asuncion

CITY OF LOS ALAMITOS

Bear Electrical Solutions, Inc.

3191 Katella Avenue

1341 Archer Street PO Box 924

Los Alamitos, CA 90720

Alviso, CA 95002-0924

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: Bear Electrical Solutions, Inc.

Robert Asuncion
Contractor's License No. 982079

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

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Richard D. Murphy, 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

**TRAFFIC SIGNAL MODIFICATION ON LOS ALAMITOS BOULEVARD AT FLORISTA
STREET (VISUALLY IMPAIRED PEDESTRIAN SIGNALS) PROJECT
SPECIFICATION NO CIP 19/20-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Bear Electrical Solutions, 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 Ten Thousand, Seven Hundred Forty Five and Zero Cents (\$10,745.00), 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 _____, 2020.

Contractor*

Robert Ascuncion
Bear Electrical Solutions, Inc.
1341 Archer Street, PO Box 924
Alviso, CA 95002-0924
(408) 449-5178

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 _____, 2020.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**TRAFFIC SIGNAL MODIFICATION ON LOS ALAMITOS BOULEVARD AT FLORISTA
STREET (VISUALLY IMPAIRED PEDESTRIAN SIGNALS) PROJECT
SPECIFICATION NO CIP 19/20-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS that Bear Electric Solutions, 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 Ten Thousand, Seven Hundred Forty Five and Zero Cents (\$10,745.00), 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: TRAFFIC SIGNAL MODIFICATION ON LOS ALAMITOS BOULEVARD AT FLORISTA STREET (VISUALLY IMPAIRED PEDESTRIAN SIGNALS) PROJECT SPECIFICATION NO. CIP 19/20-06, 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 _____, 2020.

Contractor* Robert Asuncion
 Bear Electrical Solutions, Inc.
 1341 Archer Street PO Box 924
 Alviso, CA 950021-0924
 (408) 449-5178

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 _____, 2020

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**TRAFFIC SIGNAL MODIFICATION ON LOS ALAMITOS BOULEVARD AT FLORISTA
STREET (VISUALLY IMPAIRED PEDESTRIAN SIGNALS) PROJECT
SPECIFICATION NO CIP 19/20-06
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 Bear Electrical Solutions, Inc., as CONTRACTOR, a contract for the above-stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of Five Thousand, Three Hundred Seventy-Two and Fifty Cents (\$5,372.50), 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 _____, 2020.

Contractor*
Robert Asuncion, Vice President
Bear Electrical Solutions, Inc.
1341 Archer Street PO Box 924
Alviso, CA 95002-0924
(408) 449-5178

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....., 2020.

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: _____ Bear Electrical Solutions
(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

**TRAFFIC SIGNAL MODIFICATION ON LOS ALAMITOS BOULEVARD AT FLORISTA
STREET (VISUALLY IMPAIRED PEDESTRIAN SIGNALS) PROJECT
SPECIFICATION NO CIP 19/20-06
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

**TRAFFIC SIGNAL MODIFICATION ON LOS ALAMITOS BOULEVARD AT FLORISTA
STREET (VISUALLY IMPAIRED PEDESTRIAN SIGNALS) PROJECT
SPECIFICATION NO CIP 19/20-06
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

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 10, 2020

ITEM NUMBER: 9F

To: Mayor Richard D. Murphy & Members of the City Council

Presented By: Ron Noda, Acting Development Services Director

Subject: Award of Professional Services Agreement (PSA) for the SB2 Planning Grants Program

SUMMARY

On July 14, 2020, Staff received proposals for the Request for Proposals (RFP) 2020-02 SB2 Planning Grants Program. This item provides assistance with a SB2 Planning Grants Program ("PGP") project to create a strategic plan and an addendum to the General Plan EIR that will provide project level CEQA compliance for future projects in the City of Los Alamitos' Town Center Mixed Use Zoning District.

RECOMMENDATIONS

1. Award the bid for SB2 Planning Grants Planning Grants Program to Placeworks in the amount not to exceed \$160,000 for the period of the agreement; and,
2. Authorize the Mayor to execute the Professional Services Agreement with Placeworks.

BACKGROUND

The City of Los Alamitos solicited Requests for Proposals from qualified firms to provide assistance with a SB2 Planning Grants Program ("PGP") project to create a strategic plan and an addendum to the General Plan EIR that will provide project level CEQA compliance for future projects in the City of Los Alamitos' Town Center Mixed Use Zoning District.

In 2017, Governor Brown signed Senate Bill 2 (SB 2), referred to as the "Building Homes and Jobs Act." This bill establishes funding dedicated to promoting and facilitating affordable housing development. In November of 2019, the City of Los Alamitos was awarded \$160,000 in grant funding from the State of California Housing and Community Development department. The grant funding agreement with the State was signed in February 2020. The purpose of the Los Alamitos' particular Planning Grants Program award is to adopt a strategic plan to augment the City's Town Center Mixed Use zoning district. This will formalize the direction and planning for the land

use, design, circulation, and infrastructure in this area. Although the Strategic Plan would establish targeted goals, it would not be a regulatory document. The Plan provides a vision that will help guide future projects as they were envisioned in the City's General Plan and the 2010 Katella + Los Alamitos Commercial Corridors Plan.

DISCUSSION

On June 10, 2020, the RFP was sent to eight contractors, as well as advertised in the newspaper on June 10, 2020. As a result of the COVID-19 pandemic, bids for RFP 2020-02 SB2 Planning Grants Program were publicly opened via a Zoom meeting on Tuesday, July 14, 2020 at 2 p.m. Prospective bidders were notified of this temporary process prior to bid opening and the bid opening information noticing all bidders was posted on the City website.

One bid out of the four received was received late after the bid opening. The three (3) remaining consultant firms were rated and reviewed by Staff. All three projected to expend at, or slightly below, the grant award amount of \$160,000.00. \$160,000- is the maximum amount that the City will pay to the Consultant. The paid invoices will then be submitted to the State for reimbursed through the grant. The bid results are provided below:

COMPANY NAME	BID AMOUNT
Placeworks	\$160,000.00
RRM	\$159,995.00
MIG	\$160,000.00

Staff rated each Applicant on a scale and worksheet determined by the required criteria noted in the RFP. Those criteria were firm experience, coordination and supervision team work, qualification and experience of Staff and/or sub-consultants, schedule and budget responsiveness, quality control and assurance, and cost. After this rating work, Staff met to discuss the consultants to determine which consultant would be recommended to City Council. Through this process, Placeworks was determined to be the best fit to recommend as project consultant.

If Placeworks is approved, the Professional Services Agreement (PSA), attached to this report, requires for the project to be completed per the schedule noted by Placeworks, in their proposal, and that all funds are expended by June 30, 2022.

FISCAL IMPACT

The work provided to the City must be completed by the consultant prior to requesting payment from the City up to the full grant amount of \$160,000. The City will then submit all required reimbursement documentation, including invoices at a maximum of once per quarter, and that amount shall be for a minimum of 15% of the project costs.

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

Attachments: Professional Services Agreement for Placeworks

PROFESSIONAL SERVICES AGREEMENT Placeworks

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this [REDACTED] day of [REDACTED] 2020 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and Placeworks, a California S-Corporation, (“Firm”). City and Firm are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified firm to provide Consultant Services for the SB 2 Planning Grants Program (“Project”).

B. Firm has submitted to City a written proposal, dated July 14, 2020, to provide Consultant Services for the Project.

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

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

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

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the SB 2 Planning Grants Program for Development Services Department Proposal, dated July 14, 2020, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have

*Professional Services Agreement
SB2 Planning Grants Program
City of Los Alamitos*

sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the rates and charges set forth in the professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed one-hundred and sixty thousand Dollars (\$160,000.00). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of one year, ending on [REDACTED], unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

4.1 Firm's Representative. The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: SB 2 Planning Grants Program. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

4.2 City's Contract Officer. The City's Contract Officer shall be such person as may

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

5.1 Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Firm shall not

commence any Project Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to do so.

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

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

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

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

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

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

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

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

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

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

of written notice from the City. Firm shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.9 Insurance for Subconsultants. Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm's insurance policies; or (2) Firm shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their

respective policies. Firm shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

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

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

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the

documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm shall indemnify City for all damages resulting therefrom.

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Firm.

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

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

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars (\$250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

10. MISCELLANEOUS PROVISIONS

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

10.2 Patent and Copyright Infringement.

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Firm against patent or copyright infringement, statutory or otherwise, it is agreed that Firm shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Firm shall pay all costs and damages finally awarded in any such suit or claim, provided that Firm is promptly notified in writing of the suit or claim and given authority, information and assistance at Firm's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Firm. However, Firm will not indemnify City if the suit or claim results from City's alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

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

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

To City:

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

With copy to:

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

To Firm:

Placeworks
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
aloomis@placeworks.com

10.4 Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

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

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

10.9 Prevailing Wages. Firm is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”). Firm agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Richard D. Murphy
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

Placeworks

By: _____
Alan Loomis
Principal, Urban Design

By: _____
Colin Drukker
Principal, Comprehensive Planning

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2020

ITEM NUMBER: 9G

To: Mayor Richard D. Murphy & Members of the City Council

Presented By: Ron Noda, Acting Development Services Director

Subject: Waive Fees Associated with Outdoor Business Sales

SUMMARY

On July 13, 2020, the City Council approved a Temporary Use Permit (TUP) Program and standards for outside business operations during the COVID-19 Pandemic. The TUP Program included a waiver of Temporary Use Permit application fees. To further assist local businesses and to facilitate implementation of the TUP Program, staff is recommending certain inspection fees and sign permit fees associated with outdoor business operations also be waived.

RECOMMENDATIONS

1. Waive inspections fees for outdoor tents, generator, and/or electrical associated with outdoor business sales; and,
2. Waive fees for temporary signs/banners permit applications associated with outdoor business sales.

DISCUSSION

The City of Los Alamitos recognizes the difficulty for local businesses to provide for social distancing during the COVID-19 pandemic. Following the State of California Department of Health and the County of Orange Health Department guidance, businesses are able to resume operations outdoors. On July 13, 2020, the City Council approved Resolution No. 2020-23, which established a Temporary Use Permit (TUP) Program and standards for outside business operations during the COVID-19 Pandemic. The TUP Program includes a waiver of the \$909 Temporary Use Permit application fee. .

Additional fees have been identified during the process of working with Los Alamitos businesses. Due to the state of emergency during the COVID-19 Pandemic, Staff is recommending temporarily waiving the following two additional fees during this time:

- \$93.00 for a half hour inspection for outdoor tents, generators, and/or electrical
- \$57.00 Temporary Sign/Banner Permit fee

FISCAL IMPACT

If affirmed, the \$93.00 for a half hour inspection fee and the \$57.00 application fees would not be collected by the City for each inspection and Temporary Sign/Banner Permit for outside sales and dining during the COVID-19 pandemic.

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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2020

ITEM NUMBER: 9H

To: Mayor Richard D. Murphy & Members of the City Council

Presented By: Chris Kelley, City Engineer

Subject: Resolution No. 2020-28 – Approving the Change of Street Name of Civic Center Drive to Epson Way

SUMMARY

Staff received a request from Epson America, Inc. to rename and replace the overhead street name signs at Civic Center Drive, along Katella Avenue, to be renamed to Epson Way. There are currently two signs which designate the driveway to the Epson America, Inc. buildings. The new signs will be consistent with other adjacent street name signage.

RECOMMENDATIONS

1. Adopt Resolution No. 2020-28, entitled, “RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ORDERING A STREET NAME CHANGE FOR THE DRIVEWAY OF CIVIC CENTER DRIVE TO EPSON WAY”; and,
2. Direct the City Clerk to provide copies of the adopted Resolution No. 2020-28 to the Orange County Board of Supervisors and to the Orange County Clerk; and,
3. Direct the City Clerk to provide a copy of the adopted Resolution No. 2020-28 to the County Surveyor of Orange County; and,
4. Direct the City Clerk to notify all emergency service providers of the street name change as approved; and,
5. Direct the City Engineer to cause the street name change to be reflected by appropriate signage.

BACKGROUND

Epson America, Inc. has requested a street name sign change as part of its move to Los Alamitos and making the City its new home for its North America headquarters. The new street sign will be consistent with other adjacent City street name signs. In compliance with the provisions set forth in the Section 5026 of the California Streets and Highways Code, and Section 34091.1 of Government Code, a City Council Resolution ordering street name change must be adopted in order to effect change of name of an established street.

A notice was published in the newspaper the week of August 3 and August 10, 2020 to notify the public of the proposed street name change. No formal Public Hearing is required for changing a street name sign and the notice was provided as a courtesy. At the time the agenda was published, no inquiries or comments had been received.

FISCAL IMPACT

Staff estimates \$1,000 for the purchase and installation of two (2) new street signs and two (2) news postings at \$435 for a total approximate cost of \$1,435. Epson America, Inc. has agreed to pay for the costs associated with the street name change.

Submitted by: Chris Kelley, City Engineer

Reviewed by: Ron Noda, Acting Development Services Director

Approved by: Chet Simmons, City Manager

Attachments:

1. *Resolution No. 2020-28*
2. *Epson Letter to City for Street Name Change Request*
3. *Notice to Public*



RESOLUTION NO. 2020-28

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, ORDERING A STREET
NAME CHANGE FOR THE DRIVEWAY OF CIVIC
CENTER DRIVE TO EPSON WAY**

WHEREAS, Streets and Highways Code Section 5026 authorizes the City Council to adopt a Resolution changing the street name designation for any improved street within the City when the same is deemed necessary by the City Council; and,

WHEREAS, City staff has reviewed the street name for the existing Civic Center Drive and recommends that the street name be changed to Epson Way to incorporate Epson into the community by making the City of Los Alamitos their new corporate home; and,

WHEREAS, Government Code Section 34091.1 also authorizes the City Council to change a street name as the City Council deems appropriate.

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

SECTION 1 . The City Council, pursuant to Streets and Highways Code Section 5026 and Government Code Section 3409.1 orders that the street name for the street name sign for the driveway at Civic Center Drive, along Katella Avenue, be changed to and be hereinafter referred to as "Epson Way" as set forth on Exhibit "A," attached hereto and incorporated herein by this reference as if set forth at length herein.

SECTION 2. The City Clerk is hereby directed to forward a certified copy of this Resolution to the Orange County Board of Supervisors and to the County Clerk as required by the Streets and Highways Code Section 5026.

SECTION 3. The City Clerk is hereby directed to forward a certified copy of this Resolution to the County Surveyor of Orange County as required by the Streets and Highways Code Section 5026.

SECTION 4. The City Clerk is directed to notify all emergency service providers of the street name change approved herein.

SECTION 5. The City Engineer is hereby directed to cause the street name change to be reflected by appropriate signage.

PASSED, APPROVED, AND ADOPTED this 17th day of August, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 17th of August, 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

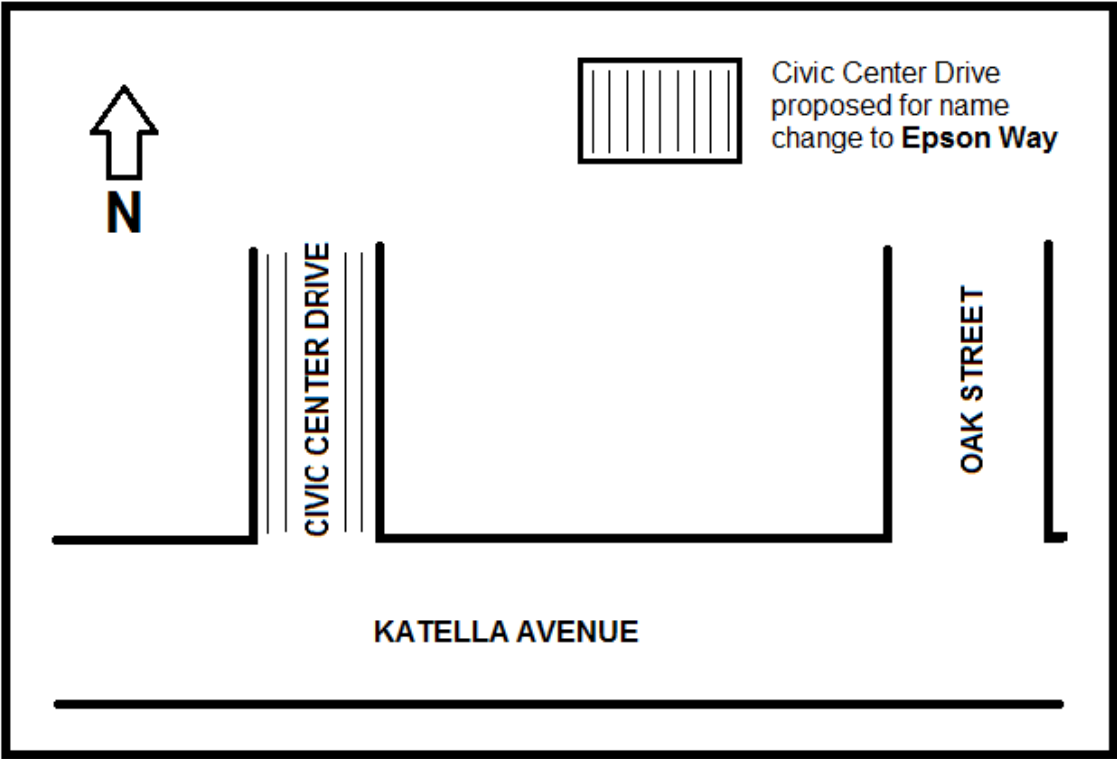
NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

EXHIBIT A





July 23, 2020

City of Los Alamitos
City Manager – Chet Simmons
3191 Katella Ave.
Los Alamitos, CA 90720

Chet,

Thank you very much for meeting with us a few weeks ago to tour the new facility and discuss our upcoming move to Los Alamitos. We are looking forward to becoming a part of the community and making the city our new corporate home. We are still looking at a move in the beginning of September, although with the current Covid situation many of our staff will split time between the office and working from home.

As discussed during our visit, we had some preliminary discussions with Les Johnson about the possibility of changing the name on the street signs on Katella from Civic Center Dr. to Epson Way. This would be a great plus in helping people find our location, and we believe it will also help from a safety point of view as people driving down Katella will see they are approaching Epson well before the turning point to enter the property.

Therefore, our request is, would the City allow us to change the two street signs (see attached) on Katella from Civic Center Drive to Epson Way? We would pay all costs associated with the change.

Please let us know if this is a possibility and what the next steps would be.

Thank you for your consideration.

Regards,

Rand Rozar
Vice President, Logistics and Service
Epson America, Inc.



EPSON AMERICA, INC.

3840 Kilroy Airport Way
Long Beach, California 90806-2452
TEL 562.981.3840
P.O. Box 93012
Long Beach, California 90809-9941
www.epson.com

CITY OF LOS ALAMITOS

NOTICE TO PUBLIC

July 30, 2020

Dear Los Alamitos Residents and Business Owners:

The City Council will consider renaming Civic Center Drive, a small driveway between Los Alamitos Boulevard and the I-605 Freeway, at its regular meeting of August 17, 2020 at 6:00 p.m.

The new proposed name selected is Epson Way.

The public is invited to voice their support or concerns even though this item will not be agendaized as an official Public Hearing item. Due to COVID-19, the City of Los Alamitos' regular City Council on August 17, 2020 at 6:00 p.m. will be conducted via videoconference. The public may access the meeting electronically or telephonically.

Members of the public can access meetings streamed live online at <https://cityoflosalamitos.org/your-government/city-council/agendas-and-minutes/> and on Local Cable Channel 3. Members of the public may not attend the meeting in person. You can also dial in using your phone +1 (669) 900-6833 and enter the Meeting ID: 898-9047-9278. Your microphone will be disabled upon entry for the duration of the meeting.

Additionally, the public can submit comments to cityclerk@cityoflosalamitos.org with the subject line "8/17/2020 – Epson Way". Comments received by 4:00 p.m., August 17, 2020 will be compiled, provided to the City Council, and made available to the public before the start of the meeting. City 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.

Should you have any questions, please feel free to contact me at (562) 431-3538 extension 500 or via email at rnoda@cityoflosalamitos.org

Respectfully Submitted,

Ron Noda
Acting Deputy City Manager

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2020

ITEM NUMBER: 10A

To: Mayor Richard D. Murphy & Members of the City Council

Presented By: Windmera Quintanar, MMC, City Clerk

Subject: Designation of Voting Delegate and Alternate for the League of California Cities' 2020 Annual Conference & Expo

SUMMARY

The League of California Cities Annual Conference & Expo will be held virtually, October 7-9, 2020. The League is requesting City Council designation of a Voting Delegate to the Annual Business Meeting.

RECOMMENDATIONS

1. Appoint a Council Member to serve as the City's Voting Delegate for the League of California Cities 2020 Annual Business Meeting; and,
2. Appoint a Council Member to serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

BACKGROUND

The League of California Cities (League) 2020 Annual Conference & Expo is scheduled for Wednesday, October 7, 2020, through Friday, October 9, 2020. With so many factors related to the COVID-19 pandemic still unknown and the health and safety of League members, staff, partners, vendors, and guests as our top priority, the Board Executive Committee has made the decision to transform the annual conference into a virtual event.

One aspect of the Annual Conference is the Annual Business Meeting where the membership considers and takes action on Conference Resolutions. These Resolutions guide cities and the League in efforts to improve the quality and responsiveness of local governments throughout California. The Annual Business Meeting is currently scheduled to take place during General Assembly on Friday, October 9, 2020 from 11:00 a.m. to 12:00 p.m.

DISCUSSION

In order to facilitate the conduct of business at the Annual Business Meeting, each participating city must designate a Voting Delegate and may designate up to two Alternates. Designation of the Delegates is consistent with the League's bylaws. The Voting Delegate and Alternate must be registered to attend the conference. At least one must be present at the Annual Business Meeting and in possession of a voting delegate card in order to cast a vote.

Accordingly, this item has been placed on the agenda for City Council consideration. Council Member Grose has expressed an interest in attending this conference. The League has advised notification of the City's Voting Delegate and Alternate(s), if appointed, no later than August 31, 2020.

Travel Expenses

As the this year's conference is virtual, the League has announced special pricing for members at \$50.00. Full Registration Includes:

- Your ticket to all virtual educational sessions and networking opportunities
- Access to recordings of all educational sessions after the conclusion of the conference
- Electronic access to all program materials
- Access to the Virtual Expo

FISCAL IMPACT

There is no cost associated with the designation of a Voting Delegate and Alternate; however, associated Conference fees and travel expenses are \$50/attendee. There are sufficient funds available in the City Council Travel and Training budget, account number 10-510-5207 for Fiscal Year 2020-21.

Submitted by: Windmera Quintanar, MMC, City Clerk

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

Attachments:

- 1. Request for Voting Delegate Letter from League*
- 2. Notification Letter from League Regarding Virtual Conference*
- 3. Letter from League Regarding Special Pricing*



Council Action Advised by August 31, 2020

RECEIVED

JUL 7 2020

City Clerk's Office
City of Los Alamitos

June 30, 2020

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

Windy Quintanar

From: Tony Cardenas <tcardenas@cacities.org>
Sent: Tuesday, July 28, 2020 11:26 AM
To: Tony Cardenas
Subject: League of California Cities Planning a Reimagined Virtual Annual Conference

Orange County Division Members,

Several of you have reached out to me asking about the League's Annual Conference, whether it's going to be in-person or virtual, because your city is voting on a League conference delegate or other conference business. Down below is a message from League Executive Director Carolyn Coleman.

Please let me know if you have any questions.



July 28, 2020

Dear City Leaders,

The League of California Cities Annual Conference & Expo is one of the most important events of the year for city officials to learn and collaborate on solutions to common challenges and an opportunity to celebrate the accomplishments.

With so many factors related to the COVID-19 pandemic still unknown and the health and safety of League members, staff, partners, vendors, and guests as our top priority, the Board Executive Committee has made the decision to transform the annual conference, scheduled Oct. 7-9 in Long Beach, into a virtual event.

Apart from health and safety considerations, we also looked at a variety of factors including the logistical challenges of holding in-person meetings while following local and state orders regarding large gatherings, potential state and local restrictions on travel, and the tremendous pressure on city budgets that could impede your ability to attend an in-person conference.

This was a difficult decision that was not made lightly as we understand the value of gathering face-to-face. However, the League is committed to making this an unparalleled virtual experience with general and breakout sessions, an Expo, and networking opportunities.

While this isn't the way we would have planned it originally, many opportunities emerge in a virtual environment that are impossible in an in-person conference, and we are quite excited about the possibilities of this reimagined experience.

Over the last four months, League staff have worked tirelessly to reinvent how best to serve members in a virtual environment – with advocacy, education, and communication – and member engagement has never been stronger.

Stay tuned for further details about the [League's Annual Conference & Expo](#). We will be sure to communicate additional information as soon as it is available.

Thank you again for your unwavering leadership at this time. Be safe and stay healthy!

Carolyn M. Coleman
Executive Director
League of California Cities

John F. Dunbar
President
League of California Cities

TONY CARDENAS

Public Affairs Regional Manager
Orange County Division
League of California Cities
(714) 944-4023

TCardenas@cacities.org |

<https://link.edgepilot.com/s/a04c6a13/hEkPdwQeEUqkEVUJtPLBAQ?u=http://www.cacities.org/>



STRENGTHENING CALIFORNIA CITIES THROUGH EDUCATION & ADVOCACY

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Windy Quintanar

From: Tony Cardenas <tcardenas@cacities.org>
Sent: Monday, August 3, 2020 10:56 AM
To: Tony Cardenas
Subject: Special Pricing Announced for League's First Virtual Annual Conference (Oct. 7-9)



SPECIAL PRICING ANNOUNCED FOR LEAGUE'S FIRST VIRTUAL ANNUAL CONFERENCE & EXPO: REGISTRATION OPENING SOON

City officials throughout the state will come together virtually to learn, collaborate, and celebrate at the League's 2020 Annual Conference & Expo.

Taking place on Oct. 7-9, the League's annual meeting promises to be an unparalleled educational and networking event, providing opportunities for attendees to gain perspectives and knowledge on current issues challenging cities, while deepening relationships with others in similar fields.

The virtual event will include dynamic general and breakout sessions, exciting networking opportunities, and an interactive Expo. Many opportunities emerge in a virtual environment that are impossible in an in-person conference, and we are excited to offer this reimagined experience.

Recognizing the budget constraints that cities are experiencing due to the pandemic, this year's conference will be more easily accessible to all members, with structured pricing to further increase accessibility.

The League of California Cities Annual Conference & Expo is one of the most important events of the year for city officials. Stay tuned for upcoming announcements on speakers and sessions you don't want to miss.

Full Registration Includes

- Your ticket to all virtual educational sessions and networking opportunities
- Access to recordings of all educational sessions after the conclusion of the conference
- Electronic access to all program materials
- Access to the Virtual Expo

Full Conference Registration Fees

Member City Official	\$50
League Partner	\$150
Public Official, Non-Member	\$250
Corporate and Non-Profit, Non-Member	\$500

Conference Registration is required to attend all conference activities including department and division meetings and the General Assembly. Each registration is for a single person. Sharing of registration is

prohibited. Questions or special needs? Contact our conference registrar at mdunn@cacities.org before **Thursday, Oct. 1.**

Please visit the [League's Annual Conference homepage](#) for more information, and let me know if you need any follow up or have an questions.

TONY CARDENAS

Public Affairs Regional Manager
Orange County Division
League of California Cities
(714) 944-4023

TCardenas@cacities.org |

<https://link.edgepilot.com/s/6d7e7501/nkCfXLIT5UitVr6k3pJ8tw?u=http://www.cacities.org/>



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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2020

ITEM NUMBER: 10B

To: Mayor Richard D. Murphy & Members of the City Council

**Presented By: Windmera Quintanar, MMC, City Clerk
Michael S. Daudt, City Attorney**

**Subject: November 3, 2020 Election – Consideration of Appointment of
Sole City Council Candidate in District 3**

SUMMARY

On June 15, 2020 the City Council took action calling the General Municipal to be held on Tuesday, November 3, 2020, with Districts 1, 2 and 3 City Council seats up for election. At the close of nomination period, only one candidate was nominated for the District 3 seat. Per Elections Code (EC) Section 10229, when only one person has been nominated for a District seat, the City Council may opt to appoint to office the person who has been nominated, or proceed with an uncontested election for the District seat.

RECOMMENDATIONS

1. Appoint to the City Council Jordan Nefulda, the only candidate nominated for the District 3 seat; and,
2. Adopt Resolution No. 2020-29, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, PROVIDING FOR THE APPOINTMENT OF JORDAN NEFULDA TO THE DISTRICT 3 CITY COUNCIL SEAT THAT WAS TO BE ELECTED ON TUESDAY, NOVEMBER 3, 2020"; and,
3. Direct the City Clerk to prepare the Oaths of Office and Certificates of Election for Jordan Nefulda for installation at the December 14, 2020, Adjourned Regular City Council meeting; and,
4. Direct the City Clerk to notify the County of Orange of the cancellation of the District 3 seat at the General Municipal Election on November 3, 2020.

OR

5. Hold the election for the uncontested District 3 City Council seat at the General Municipal Election on November 3, 2020.

BACKGROUND

Section 10229 of the Elections Code allows one of the following courses of action to be taken by the City Council in situations where only one candidate has been nominated for election in one of the City's voting Districts:

1. Appoint to the office the person who has been nominated; or
2. Hold the election, with the one person that has been nominated uncontested.

DISCUSSION

As of the close of the nomination period on August 7, 2020, only one candidate, Jordan Nefulda, had filed nomination papers with the City Clerk's Office. Pursuant to Section 10229, Elections Code, the City Clerk has submitted to the City Council the Certification That There Are Not More Candidates than Offices to be Elected. On August 12, 2020, the required Notice That There Are Not More Candidates than Offices to be Elected was posted at City Hall and published in the News Enterprise.

The Notice stated that the City Council will hold a meeting on August 17, 2020 to make an appointment for the District 3 City Council seat or direct an election to be held. If the City Council fails to take action by August 20, 2020, the District 3 seat will remain on the ballot for the November 3, 2020 General Municipal Election.

After the fifth day following the date of posting and publication, the City Council may make the appointment or direct an election to be held. Persons appointed for an uncontested City Council seat serve exactly as if elected at a municipal election for the office. If appointed, Mr. Nefulda would take office at the December 14, 2020 Adjourned Regular Council meeting.

Regardless the of the action Council takes tonight, there will still be an Election in the City of Los Alamitos on November 3, 2020 for the District 1 and District 2 City Council Seats and the Sales Tax Measure. Staff has checked with the Orange County Registrar of Voters and the cost for an election remains the same for one, two, or three City Council seats. Should Council opt to appoint Mr. Nefulda, the only candidate nominated for District 3, he would receive a refund for his Candidate Statement deposit.

FISCAL IMPACT

There would be minimal cost for translation and publishing cancellation notices for the District 3 Election. Sufficient funds have been included in the FY 2020-21 budget for this expense.

Submitted by: Windmera Quintanar, MMC, City Clerk
Reviewed by: Michael S. Daudt, City Attorney
Approved by: Chet Simmons, City Manager

Attachments: 1. *Resolution No. 2020-29*
 2. *Notice That There Are Not More Candidates than Offices to be Elected*

RESOLUTION NO. 2020-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, PROVIDING FOR THE APPOINTMENT TO JORDAN NEFULDA TO THE DISTRICT 3 CITY COUNCIL SEAT OF THIS CITY THAT WAS TO BE ELECTED ON TUESDAY, NOVEMBER 3, 2020

WHEREAS, pursuant to § 10229 of the Elections Code of the State of California, as of the close of the nomination period on August 7, 2020 there are not more candidates for District 3 Member of the City Council than offices to be elected and that § 10229 of the Elections Code allows one of the following courses of action to be taken by the City Council:

1. Appoint to the office the person who has been nominated.
2. Appoint to the office any eligible voter if no one has been nominated.
3. Hold the election if either no one or only one person has been nominated.

WHEREAS, a notice was published on August 12, 2020 in a newspaper of general circulation pursuant to law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to § 10229 of the Elections Code of the State of California, the following the following person is being appointed to the office to which he was nominated, and is considered to be the same as being elected, pursuant to § 10229(a)(3) of the Elections Code:

Jordan Nefulda District 3 Member of the City Council Four Year Term

SECTION 2. The election for a District 3 Member of the City Council office scheduled to be held on Tuesday, November 3, 2020 is now canceled.

SECTION 3. The person(s) appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 17th day of August, 2020.

Richard D. Murphy, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was duly adopted and passed at a regular meeting of the City Council on the 17th day of August, 2020, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk



City of Los Alamitos

NOTICE THAT THERE ARE NOT MORE CANDIDATES THAN OFFICES TO BE ELECTED

NOTICE IS HEREBY GIVEN that pursuant to § 10229 of the Elections Code of the State of California relating to the General Municipal Election in the City of Los Alamitos, California to be held on Tuesday, November 3, 2020:

As of the close of the nomination period on August 7, 2020 there are not more candidates than offices to be elected.

The person so nominated is: Jordan Nefulda, District 3 Member of the City Council.

That § 10229 of the Elections Code allows one of the following courses of action to be taken by the City Council:

1. Appoint to the office the person(s) who has/have been nominated.
2. Appoint to the office any eligible voter if no one has been nominated.
3. Hold the election if either no one or only one person has been nominated.

The City Council will meet on August 17, 2020 to either make the appointment or direct an election to be held. The person appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

If, by the 75th day before the municipal election, no person has been appointed to the office pursuant to (1) or (2) above, the election shall be held.

If the City Council makes an appointment pursuant to § 10229, Elections Code, the City Clerk shall not accept for filing any statement of write-in candidacy which is submitted after the appointment is made.

A handwritten signature in blue ink, appearing to read "Windmera Quintanar".

Windmera Quintanar, MMC, City Clerk

Dated: August 7, 2020

Published: August 12, 2020