

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

REVISED AGENDA
CITY COUNCIL
REGULAR MEETING

TUESDAY, February 18, 2020 – 6:00 p.m.

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 in the City Clerk's Office, 3191 Katella Ave., Los Alamitos CA 90720, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

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. Assisted listening devices may be obtained from the City Clerk at the meeting for individuals with hearing impairments.

Persons wishing to address the City Council on any item on the City Council Agenda should complete a blue "Request to Speak" card and will be called upon at the time the agenda item is called or during the City Council's consideration of the item and may address the City Council for up to three minutes.

- 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**
Council Member Doby will lead Pledge of Allegiance.
- 4. INVOCATION**
Council Member Chirco will give the Invocation.

5. PRESENTATIONS

- A. Presentation of a Plaque to Outgoing Traffic Commissioner Sallie Rodman**
- B. Presentation of Certificates of Appointment to newly appointed Parks Recreation and Cultural Arts Commissioner, William Bandak, and Traffic Commissioner, Bruce Murphy**
- C. Presentation of Commendation to Chief Ron Roberts in Recognition of Being Named Orange County Fire Authority's Chief of the Year, Division 1**
- D. Presentation of a Proclamation to North Orange County ROP Representatives Regarding Career Technical Education Month**

6. ORAL COMMUNICATIONS

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

7. COUNCIL ANNOUNCEMENTS

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

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS

Ratify the Warrants for February 18, 2020, in the amount of \$643,759.65, 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 February 19, 2020 to March 15, 2020.

ROLL CALL

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

10. CONSENT CALENDAR

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

- A. Approval of Minutes (City Clerk)**
Approve the City Council Special Minutes of January 14, 2020, Regular Minutes of January 21, 2020, and Special Minutes of February 3, 2020.

B. Adopt Ordinance No. 2020-01 – Anti-Camping Ordinance Prohibiting Camping and Storage of Personal Property in Public Areas (City Manager)

At its regular meeting of January 21, 2020, the City Council introduced for first reading Ordinance Number 2020-01. This ordinance is intended to add language to Los Alamitos Municipal Code Title 12 providing certain provisions that will prohibit camping and the storage of personal property in public areas throughout the City of Los Alamitos.

Recommendation: Adopt Ordinance No. 2020-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 12.52 TO TITLE 12 OF THE LOS ALAMITOS MUNICIPAL CODE PROHIBITING CAMPING AND THE STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS".

C. Adopt Ordinance No. 2020-02 – Amendment to Sequence of District Elections in Response to City Council Vacancy (City Clerk)

At its regular meeting of January 21, 2020, the City Council introduced for first reading Ordinance Number 2020-01. Proposed Ordinance No. 2020-would amend Ordinance No. 2018-50 (the "Districting Ordinance") to provide for the election of three, rather than two, City Councilmembers by-district at the next General Municipal election.

Recommendation: Adopt Ordinance No. 2020-02 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING ORDINANCE NO. 2018-05 TO REVISE THE SEQUENCE OF DISTRICT ELECTIONS."

D. 2020 Budget Calendar (Finance)

This report seeks to establish the 2020 budget calendar.

Recommendation: Approve the recommended budget calendar for 2020.

E. Treasurer's Quarterly Investment Report – December 2019 (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 – December 2019.

F. Approval of Plans and Specifications, and Authorization to Bid for Community Center Americans with Disabilities Act (ADA) Improvements Project (CIP No. 19/20-05) (Development Services)

This report recommends actions to begin facilitating the construction for the Community Center ADA Improvements Project (CIP No. 19/20-05).

Recommendations:

1. Approve the plans and specifications for the construction of the Community Center ADA Improvements Project (CIP No. 19/20-05); and,
2. Authorize Staff to advertise and solicit bid proposals.

G. Approval of Request for Proposals (RFP) 2020-01 for Tree Maintenance Services (Development Services)

This item recommends action to facilitate the solicitation of bids for contractual services for the maintenance, removal, online inventory and replacement of trees within the City's community forest.

Recommendations:

1. Approve the Request for Proposals (RFP) 2020-01 for the maintenance, removal, online inventory, and replacement of trees within the City's community forest.
2. Authorize Staff to advertise and solicit bid proposals.

H. Approval of Amendment No. 1 with Citywide Auto Care for Annual Fleet Maintenance (Development Services)

This item provides a basis for continuing services with Citywide Auto Care to provide annual preventative maintenance and repair to all City owned vehicles for one additional year. The current Professional Services Agreement (PSA) expires on April 15, 2020, but can be extended for one year at the City's option.

Recommendation: Authorize the Mayor to execute Amendment No. 1 of the Professional Services Agreement with Citywide Auto Care.

11. DISCUSSION ITEM

A. Southern California Association of Governments (SCAG) 2020 Regional Conference and General Assembly (City Clerk)

The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held May 6-8, 2020, at the JW Marriott Desert Springs Resort and Spa. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

Recommendations:

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

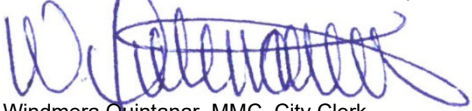
12. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9.
Name of Case: *Los Alamitos Community United, et al. v. City of Los Alamitos, et al.*
Superior Court of California, County of Orange, Case No. 30-2018-00987018-CU-WM-CXC.

13. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: Los Alamitos City Hall, 3191 Katella Ave.; Los Alamitos Community Center, 10911 Oak Street; and, Los Alamitos Museum, 11062 Los Alamitos Blvd.; not less than 72 hours prior to the meeting.



Windmera Quintanar, MMC, City Clerk
Dated: February 13, 2020

CITY OF LOS ALAMITOS

A/P Warrants

February 18, 2020

To Ratify

Pages:

1 - 4	\$	19,311.49	Warrants	01/17/2020
5 - 8	\$	124,328.72	Warrants	01/29/2020
9	\$	1,487.34	Warrants	01/31/2020
10	\$	75.00	Warrants	02/03/2020
	\$	9,170.26	February Retirees	02/03/2020
	\$	119,579.61	Payroll	01/10/2020
	\$	67,222.02	Benefits & Withholdings	01/10/2020
	\$	156,071.64	Payroll	01/24/2020
	\$	146,513.57	Benefits & Withholdings	01/24/2020
Grand Total	\$	643,759.65		

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 February 19, 2020 to March 15, 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 Eric Hendrickson, Finance Director



this 5th day of February, 2020

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	U.S. BANK	DINE IN AND DOUGH HOUSE	197.98
			DINE IN AND DOUGH HOUSE	36.27
			DINE IN AND DOUGH HOUSE	39.92
			DINE IN AND DOUGH HOUSE	261.76
			DINE IN AND DOUGH HOUSE	210.49
			DINE IN AND DOUGH HOUSE	79.44
			DINE IN AND DOUGH HOUSE	26.99
			DINE IN AND DOUGH HOUSE	47.39
			DINE IN AND DOUGH HOUSE	92.64
			DINE IN AND DOUGH HOUSE	86.20
			DINE IN AND DOUGH HOUSE	142.10
			DINE IN AND DOUGH HOUSE	49.47
			DINE IN AND DOUGH HOUSE	100.44
			DINE IN AND DOUGH HOUSE	90.60
			TOTAL:	1,461.69
CITY COUNCIL	GENERAL FUND	U.S. BANK	COMMISSIONER DINNER OLD RA	500.00
			COMM DINNER SUPPLIES	92.67
			EMPLOYEE APPRC AWARDS	374.88
			COMMISSIONER DINNER PAYMEN	1,587.67
			COMM DINNER SUPPLIES	270.75
			EMPLOYEE LUNCHEON	40.00
			SIR SPEEDY COMM DINNER PRO	49.48
			COUNCIL RESTOCK, SNACKS CO	199.29
			CHAMBER BRKFST (GROSE)	25.00
			DRY CLEANING	50.00
			COUNCIL REORG SUPPLIES	46.98
			COUNCIL SUPPLIES	2.21
			COUNCIL SUPPLIES	3.99
			TOTAL:	3,242.92
CITY MANAGER	GENERAL FUND	U.S. BANK	ILLUSTRATOR MONTHLY MEMBR	33.99
			OFFICE SUPPLIES	108.11
			OC REGISTER SUBSCRIPTION	10.00
			ELECTION PAPERS & WORKSHTS	255.11
			OFFICE SUPPLIES	26.60
			OFFICE SUPPLIES	87.44
			TOTAL:	521.25
ADMINISTRATIVE SERVICE	GENERAL FUND	U.S. BANK	FIN. ASSITANT INTERVIEW LU	68.08
			TOTAL:	68.08
POLICE ADMINISTRATION	GENERAL FUND	U.S. BANK	IACP 2020 CONF REGISTRATIO	425.00
			IACP MEMBERSHIP DUES	190.00
			REG & MATERIAL FEES 4 ACT	60.00
			TOTAL:	675.00
PATROL	GENERAL FUND	U.S. BANK	DURACELL LITHIUM BATTERIES	53.80
			CD-R'S FOR REDFLEX	92.64
			KITCHEN SUPPLIES	59.00
			LAPTOP SLEEVE CASE FOR MDC	23.14
			10 TRAFFIC VESTS FOR PATRO	223.66
			KEYS	22.50
			PENS	28.79
			LAPTOP SLEEVE CASES FOR MD	116.83
			RECRUITING ARTWORK-VINYL B	274.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HMDI ADAPTER	17.21
			TOTAL:	912.25
RECORDS	GENERAL FUND	U.S. BANK	ID CARD VISITOR LOG BOOK	85.82
			SMEAD DR JACKETS	30.72
			SMEAD DR JACKETS	35.55
			TOTAL:	152.09
COMMUNITY OUTREACH	GENERAL FUND	U.S. BANK	PERSONALIZED PENS - RECRUI	141.40
			TOTAL:	141.40
COMMUNITY DEVEL ADMIN	GENERAL FUND	U.S. BANK	CDD SUPPLIES	28.35
			CDD TRAVEL/TRAINING	60.00
			CDD SUPPLIES	6.57
			OFFICE SUPPLIES	119.43
			TOTAL:	214.35
PLANNING	GENERAL FUND	U.S. BANK	PLANNING SUPPLIES	15.04
			TOTAL:	15.04
NEIGHBORHOOD PRESERVAT	GENERAL FUND	U.S. BANK	CACEO DUES & MEMBERSHIP MA	300.00
			TOTAL:	300.00
BUILDING INSPECTION	GENERAL FUND	U.S. BANK	BLDG INSPECTOR SUPPLIES	25.07
			BLDG INSPECTOR SUPPLIES	32.41
			TOTAL:	57.48
STREET MAINTENANCE	GENERAL FUND	U.S. BANK	PUBLIC WORKS BEANIES	249.95
			TOTAL:	249.95
PARK MAINTENANCE	GENERAL FUND	U.S. BANK	PLANTS FOR FARQUHAR	732.43
			PLANTS FOR FARQUHAR	142.68
			PLANTS FOR FARQUHAR	137.57
			TOTAL:	1,012.68
RECREATION ADMINISTRAT	GENERAL FUND	U.S. BANK	CHAMBER BKFST M. SHIMADA	25.00
			ADULT SPORTS SUPPLIES	906.18
			OFFICE SUPPLIES	132.00
			CPRS MEMBERSHIP STEVE KIM	145.00
			OFFICE SUPPLIES	43.48
			OFFICE SUPPLIES	54.31
			ARAMARK CONTRACTUAL SVCS	119.88
			OFFICE SUPPLIES	204.73
			OFFICE SUPPLIES	169.71
			DUES AND SUBSCRIP - MAILCHI	269.00
			DUES AND SUBSCP SUPPLIES	2.99
			CHAMBER BREAKFAST E. NODA	50.00
			TOTAL:	2,122.28
COMMUNITY SERVICES	GENERAL FUND	U.S. BANK	FACILITY RENTAL SUPPLIES	56.00
			FACILITY RENTAL SUPPLIES	70.00
			TOTAL:	126.00
DAY CAMP	GENERAL FUND	U.S. BANK	WINTER CAMP SUPPLIES	120.10
			WINTER CAMP SUPPLIES	51.25
			WINTER CAMP SUPPLIES	161.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WINTER CAMP SUPPLIES	16.64
			WINTER CAMP SUPPLIES	60.58
			DAY CAMP - WINTER CAMP SUP	13.52
			TOTAL:	423.65
SPORTS	GENERAL FUND	U.S. BANK	ADULT SOCCER SUPPLIES	325.65
			ADULT SOCCER SUPPLIES	430.08
			ADULT SOCCER SUPPLIES	31.51
			ADULT SPORTS - SUPPLIES	25.39
			TOTAL:	812.63
SPECIAL CLASSES	GENERAL FUND	U.S. BANK	SPECIAL CLASSES SUPPLIES	12.91
			ESCAPE ROOM SUPPLIES	127.13
			ESCAPE ROOM SUPPLIES	21.49
			PRESCHOOL SUPPLIES	11.03
			PRESCHOOL SUPPLIES	64.13
			TOTAL:	236.69
SPECIAL EVENTS	GENERAL FUND	U.S. BANK	RACE ON THE BASE SUPPLIES	1,500.00
			WINTER WONDERLAND SUPPLIES	298.23
			WINTER WONDERLAND SUPPLIES	87.06
			SUPPLIES	321.22
			HOLIDAY DECOR SUPPLIES	29.86
			RACE ON THE BASE SUPPLIES	98.00
			SUPPLIES	75.30
			WINTER WDRLD TREE TOPPER	215.49
			WINTER WDRLD TREE DECOR	41.47
			WINTER WNDRLD SANTA MAILBO	27.18
			RACE ON THE BASE SUPPLIES	1,000.00
			WINTER WONDERLAND SUPPLIES	6.45
			WINTER WONDERLAND SUPPLIES	23.97
			WINTER WONDERLAND SUPPLIES	238.67
			SPECIAL EVENT SUPPLIES	110.66
			SPECIAL EVENT SUPPLIES	166.77
			TRUNK OR TREAT SUPPLIES	4.39
			WINTER WONDRLND SUPPLIES	8.82
			WINTER WONDERLAND SUPPLIES	101.13
			WINTER WONDERLAND SUPPLIES	30.87
			WINTER WONDERLAND SUPPLIES	241.98
			WINTER WONDERLAND SUPPLIES	300.00
			WINTER WNDRLD SUPPLIES	320.00
			WINTER WONDERLAND SUPPLIES	65.00
			SPECIAL EVENT SUPPLIES	83.75
			HOLIDAY DECOR CONTEST	17.64
			WINTER WONDERLAND SUPPLIES	110.23
			HOLIDAY WORKSHOP	114.90
			HOLIDAY WORKSHOP	175.42
			HOLIDAY WORKSHOP	12.92
			HOLIDAY WORKSHOP	38.30
			TOTAL:	5,865.68
ADMINISTRATIVE SERVICE TECHNOLOGY REPLACE U.S. BANK			CONTROLLER - DELL SERVER	700.38
			TOTAL:	700.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====		
10	GENERAL FUND	18,611.11
53	TECHNOLOGY REPLACEMENT	700.38

GRAND TOTAL:		19,311.49

TOTAL PAGES: 4

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC. VENDOR	CRISPIN CHAVEZ	CRISPIN CHAVEZ:REFUND	122.00
			HONG LAM	HONG LAM:REFUND	91.00
			HONG LAM	HONG LAM:REFUND	9.00
				TOTAL:	222.00
CITY COUNCIL	GENERAL FUND	SIR SPEEDY	LOS ALTOS TROPHY	BUSINESS CARDS - TANYA DOB	45.17
			LEAGUE OF CALIFORNIA CITIES	NAME PLATES AND BADGES	39.81
			OUR LOS AL	MEMBERSHIP DUES 2020	6,170.00
				OUR LOS AL - JAN 2020	416.67
				TOTAL:	6,671.65
CITY MANAGER	GENERAL FUND	TIME WARNER CABLE	DFM ASSOCIATES	2020 CA ELECTIONS CODE BOO	67.32
			OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	57.90
			JAXSON ENTERPRISES	TONER REFILL - RECEPTION	21.12
			MCA DIRECT	ORDINANCE BOOK	130.37
				TOTAL:	197.94
ADMINISTRATIVE SERVICE	GENERAL FUND	OFFICE SOLUTIONS BUSINESS PRODUCTS		OFFICE SUPPLIES	13.25
				TOTAL:	13.25
CITY ATTORNEY	GENERAL FUND	WOODRUFF, SPRADLIN & SMART		GENERAL ADVISORY - DEC 201	12,516.18
				LITIGATION SERVICES	375.20
				PROSECUTOR SERVICES	2,880.00
				TOTAL:	15,871.38
LOS ALAMITOS TV	GENERAL FUND	OUR LOS AL		OUR LOS AL - JAN 2020	833.33
				TOTAL:	833.33
POLICE ADMINISTRATION	GENERAL FUND	KONICA MINOLTA BUSINESS SOLUTIONS		PD COPIER LEASE - JAN 2020	187.13
				CONTRACT SVCS - DEC 2019	750.00
				TOTAL:	937.13
PATROL	GENERAL FUND	MISC. VENDOR	VERONICA WILSON	VERONICA WILSON:REFUND	590.24
				TOTAL:	590.24
INVESTIGATION	GENERAL FUND	WEST PUBLISHING CORPORATION		DETECTIVES INFO - DEC 2019	255.73
				TOTAL:	255.73
COMMUNICATIONS TECHNOL	GENERAL FUND	COUNTY OF ORANGE TREASURER-TAX		OC AFIS - JAN 2020	560.00
				TOTAL:	560.00
COMMUNITY DEVEL ADMIN	GENERAL FUND	FEDEX		ENTERPRISE FLEET MGMT	25.68
				TOTAL:	25.68
BUILDING INSPECTION	GENERAL FUND	SIR SPEEDY		BUSINESS CARDS - BLDG SAFE	45.17
				TOTAL:	45.17
NPDES	GENERAL FUND	COUNTY OF ORANGE TREASURER-TAX		19-20 COYOTE CREEK TMDL SH	1,758.75
				TOTAL:	1,758.75
STREET MAINTENANCE	GENERAL FUND	GOLDEN STATE WATER COMPANY		WATER CHARGES JAN 2020	1,409.22
				BLENDED SOIL	19.88
				SAFETY GLOVES	5.48
				SAND BAGS - ONE PALLET	145.95
				BLENDED SOIL	39.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN RENTALS	TRAILER OF CONCRETE	175.10
		KELTERITE CORPORATION	FOB 3/8" FINE ASPHALT - SH	358.11
			TOTAL:	2,153.50
PARK MAINTENANCE	GENERAL FUND	JHM SUPPLY, INC.	2" BACKFLOW FOR LAUREL PAR	740.63
			IRRIGATION PARTS	111.89
		GANAHL LUMBER COMPANY	PAINT/BRUSHES/TRAYS	64.15
		GOLDEN STATE WATER COMPANY	WATER CHARGES JAN 2020	155.81
		LOWE'S	TARP - MCAULIFFE TURF REHA	69.12
			TOTAL:	1,141.60
BUILDING MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY	SAND PAPER	5.16
		GOLDEN STATE WATER COMPANY	WATER CHARGES JAN 2020	521.86
		NEWPORT EXTERMINATING	GENERAL PEST CONTROL	175.00
			RODENT CONTROL - PW	60.00
			RODENT CONTROL	60.00
		PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	1,575.78
			TOTAL:	2,397.80
CITY ENGINEER	GENERAL FUND	WILLDAN ENGINEERING	CITY ENGINEER	19,938.48
			PLAN CHECKING	28,598.00
			TOTAL:	48,536.48
RECREATION ADMINISTRAT	GENERAL FUND	UNITED STATES POSTMASTER	POSTAGE SPRING 2020 ACTIVI	1,516.30
		CANON FINANCIAL SERVICES, INC.	NEW COPIER LEASE - REC	354.15
			TOTAL:	1,870.45
SPORTS	GENERAL FUND	ANDERSON ELECTRICAL & LIGHTING SERVICE	OAK FIELD LIGHT MAINT	210.00
		JARED E. LLOYD	HCE DROP IN 12/3	32.00
			HCE DROP IN 12/10	112.00
			HCE DROP IN 12/17	32.00
			HCE DROP IN 1/7	96.00
			TOTAL:	482.00
SPECIAL CLASSES	GENERAL FUND	BARBARA BANNERMAN	EMPOWERING YOGA	241.80
			EMPOWERING YOGA	133.90
		ANNE COREEN PENNYPACKER	PRINCESS BALLET MONDAY	44.90
		CARRI FOX	LINE DANCE DROP IN 12/4	11.20
			LINE DANCE DROP IN 12/11	14.00
			LINE DANCE DROP IN 12/18	11.20
			LINE DANCE DROP IN 1/8	19.60
		DIAGOGY, LLC	PALETTE UP PAINTING PASTRI	26.00
			YOUTH ART INNOVATORS	109.20
		ESTHER G. RANDOLPH	CHAIR YOGA DROP IN 12/4	42.25
			CHAIR YOGA DROP IN 12/11	33.80
			CHAIR YOGA DROP IN 12/12	50.70
			CHAIR YOGA DROP IN 1/8	42.25
			CHAIR YOGA DROP IN 1/10	25.35
			QIGONG DROP IN 12/5	8.45
		LISA A. LAURITSEN	ADVANCED GUITAR DROP IN 12	13.65
		MICHELE M. WILKOSZ	ADVANCED GUITAR DROP IN 12	15.60
			ADVANCED GUITAR DROP IN 1/	17.55
			ADVANCED GUITAR DROP IN 1/	13.65
		CHERYL J. SCHNITZER	LINE DANCE DROP IN 12/2	71.50
			LINE DANCE DROP IN 12/9	65.00
		BEGINNER'S EDGE SPORTS TRAINING	BEST COED 4 SPORT MULTI	102.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BEST COED 4 SPORT MULTI	505.70
			BEST BASEBALL/SOFTBALL	709.15
			TOTAL:	2,329.10
SPECIAL EVENTS	GENERAL FUND	PRINTMASTERS	RACE ON THE BASE BANNERS	258.60
		WORLD TRADE PRINTING COMPANY	WEEKEND OF ART STREET BANN	165.94
			RACE ON BASE STREET BANNER	41.48
		ALWAYS ADVANCING, LLC	RACE ON THE BASE	2,632.26
		WE FIT, LLC	ROTB WEIGHT LOSS CHALLENGE	1,415.70
		HAZ RENTAL CENTER, LLC	WEEKEND OF ART STAGE, DRAPE	1,488.62
		POWERTRIP RENTALS, LLC	EQUIP RENTAL WINTER WNDRLN	1,721.69
		CHRISTOPHER MATHIEU	RACE ON THE BASE SUPPLIES	900.00
		KARL B. SANGER	ROTB BAND DEPOSIT	100.00
		THERESA ANN GARCIA	ROTB BAND BALANCE	600.00
			TOTAL:	9,324.29
NON-DEPARTMENTAL	GENERAL FUND	ST. OF CALIFORNIA DEPT. OF JUSTICE	NON-EMPLOYEE FINGERPRINTS	224.00
		METROPOLITAN WATER DISTRICT OF SO CAL	LEASE R.L. 245	978.50
		LIEBERT CASSIDY WHITMORE	GENERAL COUNSEL SERVICES	296.00
			GENERAL COUNSEL SERVICES	481.00
		MICHAEL BALLIET CONSULTING, LLC	SOLID WASTE CONSULTING	2,493.75
		PRIMARY & MULTI-SPECIALTY CLINICS	PRE-EMPLOYMENT PHYSICALS	1,330.00
			TOTAL:	5,803.25
CAPITAL PROJECTS	GAS TAX	SUNNY SLOPE TREES	RESIDENT PARKWAY TREES	86.20
			TOTAL:	86.20
CAPITAL PROJECTS	BUILDING IMPROVEME	WILLDAN ENGINEERING	ENGINEERING PUMP STATION	841.00
		XYLEM DEWATERING SOLUTIONS, INC.	FENLEY PUMP STATION RENTAL	3,829.32
			TOTAL:	4,670.32
LOS ALAMITOS TV	LOS ALAMITOS TV	OUR LOS AL	WEBSITE REG & HEROES LUNCH	501.00
			OUR LOS AL - JAN 2020	833.33
			2019 REP SVCS H.S. SPORTS	6,500.00
			TOTAL:	7,834.33
GARAGE	GARAGE FUND	IRMA J. SANTOS	PD CAR WASHES	180.00
			REC CAR WASHES	40.00
		CWAC INCORPORATED	PW VEHICLE - FORD F250	775.99
		SOCAL AUTO & TRUCK PARTS INC.	OIL AND FILTERS	81.91
			TOTAL:	1,077.90
ADMINISTRATIVE SERVICE TECHNOLOGY REPLACE		DELL MARKETING L.P.	TONER WASTE BOTTLE	23.04
		SHI INTERNATIONAL CORP.	EMC SOFTWARE AND MAINT	4,417.97
		ALAN MCCLINTOCK	MOBILE SERVER FOR PD	785.00
			TOTAL:	5,226.01
INSURANCE	SELF INSURANCE TRU	ADMINSURE	WORKERS COMP CLAIMS ADMIN	513.50
		GEORGE HILLS COMPANY, INC.	GL TPA SVCS - JAN 2020	2,295.83
		FERGUSON, PRAET & SHERMAN	ATTNY BILLS - JENSEN CLAIM	327.20
			TOTAL:	3,136.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====				
10	GENERAL FUND			102,297.43
20	GAS TAX			86.20
25	BUILDING IMPROVEMENT			4,670.32
28	LOS ALAMITOS TV			7,834.33
50	GARAGE FUND			1,077.90
53	TECHNOLOGY REPLACEMENT			5,226.01
54	SELF INSURANCE TRUST			3,136.53

GRAND TOTAL:				124,328.72

TOTAL PAGES: 4

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ADMINISTRATIVE SERVICE	GENERAL FUND	BOARD OF EQUALIZATION	OCT-DEC 2019 SALES/USE TAX	214.00
			TOTAL:	214.00
STREET MAINTENANCE	GENERAL FUND	SOUTHERN CALIFORNIA GAS	SOUTHERN CALIFORNIA GAS	16.27
		SOUTHERN CALIFORNIA EDISON	SOUTHERN CALIFORNIA EDISON	253.77
			TOTAL:	270.04
PARK MAINTENANCE	GENERAL FUND	SOUTHERN CALIFORNIA EDISON	SOUTHERN CALIFORNIA EDISON	17.62
			SOUTHERN CALIFORNIA EDISON	114.88
			TOTAL:	132.50
BUILDING MAINTENANCE	GENERAL FUND	SOUTHERN CALIFORNIA GAS	SOUTHERN CALIFORNIA GAS	392.39
			SOUTHERN CALIFORNIA GAS	478.41
			TOTAL:	870.80

FUND TOTALS	
10 GENERAL FUND	1,487.34
GRAND TOTAL:	1,487.34

TOTAL PAGES: 1

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PUBLIC WORKS ADMIN	GENERAL FUND	CALIFORNIA PARK & RECREATION SOCIETY	CPRS TRAINING EVENT FOR P.	75.00
			TOTAL:	75.00

===== FUND TOTALS =====	
10	GENERAL FUND 75.00

	GRAND TOTAL: 75.00

TOTAL PAGES: 1

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

SPECIAL MEETING – January 14, 2020

1. CALL TO ORDER

The City Council met in Special Session at 6:01 p.m., Tuesday, January 14, 2020, in the Council Chamber, 3191 Katella Avenue, Mayor Murphy presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Les Johnson, Interim City Manager
David Cain, Fiscal Sustainability Manager
Michael Daudt, City Attorney
Eric Hendrickson, Finance Director
Emeline Noda, Recreation Manager
Ron Noda, Recreation Manager
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Battalion Chief Orange County Fire Authority
Chelsi Wilson, Executive Assistant/Benefits Coordinator

3. SPECIAL ORDER OF THE DAY

A. Interview Applicants for the City Council Vacancy (City Clerk)

The City Council will be interviewing candidates and making an appointment to fill the current City Council vacancy. The term will end November 2020.

City Clerk Quintanar introduced the item. The City Council interviewed applicants Tanya Doby and Alex Duran.

Mayor Murphy thanked the applicants for applying. City Clerk Quintanar explained the process and passed out the Indications of Support. Council made its selections. City Clerk Quintanar read the following Indications of Support aloud: Tanya Doby – 3 and Alex Duran – 1.

Motion/Second: Chirco/Hasselbrink

Unanimously Carried: The City Council appointed Tanya Doby to the City Council with a term expiring November 2020.

City Clerk Quintanar gave the Oath of Allegiance to newly appointed Council Member Tanya Doby.

RECESS

The City Council took a brief recess at 6:19 p.m.

RECONVENE

The City Council reconvened in Special session at 6:26 p.m.

Council Member Tanya Doby took her seat at the dais.

B. Building Future Fiscal Sustainability Program Update (Finance)

The City of Los Alamitos is at a financial crossroads. Future revenue and expenditure projections will require reduction of services, raising taxes, raising fees or a combination of such. As a result, the City developed a 10-20 year financial plan that shows the City must take extraordinary measures to mitigate projected budget deficits and loss of existing cash balances. The challenge facing the city is a projected structural deficit growing from \$1.4M in 2020-21 to over \$3.4M in 2027-28. The deficit is projected to top out at about \$3.7M in 2031. In late 2018, the City proactively focused on developing a plan for "Building Future Fiscal Sustainability".

As a part of the City's Fiscal Sustainability process, critical choices were explored that enable the ability to act timely to avoid or minimize cuts to city services and ensure the City's long-term financial stability. City staff worked closely with the Budget Standing Committee to identify, review and evaluate cost cutting and revenue enhancement options available to the City. The options identified were presented to City Council on August 19, 2019.

A key part of this effort involved the opportunity to engage with the community in order to provide information and obtain feedback. Over a dozen community engagement meeting have been held to date. Constructive feedback along with city service priorities were identified based on input from hundreds of residents. Another critical item was to obtain direct feedback from registered voters, which included conducting of a statistically reliable community survey, which was completed in November.

Interim City Manager Johnson summarized the Staff report. Fiscal Sustainability Manager Cain and Finance Director Hendrickson provided a PowerPoint Presentation.

John Fairbank, FM3 Research Representative, gave a PowerPoint Presentation, summarized the public survey results, and answered questions from Council.

Council Member Grose expressed concerns regarding the sample size of the survey and if it will be enough of a response to base any future decisions on. He also expressed a need to be transparent about the potential deficit and actions that may be taken to ensure sustainability, including potentially cutting essential City Services, and suggested the City of Los Alamitos maintain frugality. He thanked his fellow Council Members that served on the Ad Hoc Budget Committee to better understand the issue.

RECESS

The City Council took a brief recess at 7:34 p.m.

RECONVENE

The City Council reconvened in Regular session at 7:42 p.m.

Interim City Manager Johnson invited the City Council to reach out to him and Staff if any additional questions arise and identified the next City Council Workshop scheduled for February 3, 2020, if necessary.

4. CLOSED SESSION**A. PUBLIC EMPLOYEE APPOINTMENT**

Pursuant to Government Code Section 54957
Title: City Manager

B. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
City designated representative: Michael Daudt, City Attorney
Unrepresented employee: City Manager

City Attorney Daudt read the items aloud.

RECESS

The City Council recessed into closed session at 7:44 p.m.

RECONVENE

The City Council reconvened in Special session at 8:55 p.m.

City Attorney Daudt stated there was no reportable action.

5. ADJOURNMENT

The City Council Adjourned at 8:55 p.m.

Richard D. Murphy, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

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

REGULAR MEETING – January 21, 2020

1. CALL TO ORDER

The City Council met in Regular Session at 6:02 p.m., Tuesday, January 21, 2020, in the Council Chamber, 3191 Katella Avenue, Mayor Murphy presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Les Johnson, Interim City Manager
Michael Daudt, City Attorney
Eric Hendrickson, Finance Director
Chris Kelley, City Engineer
Emeline Noda, Recreation Manager
Ron Noda, Recreation Manager
Eric Nunez, Chief of Police
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Battalion Chief Orange County Fire Authority

3. PLEDGE OF ALLEGIANCE

Mayor Murphy led the Pledge of Allegiance.

4. INVOCATION

Council Member Hasselbrink gave the Invocation.

5. PRESENTATIONS

The Mayor and City Council presented awards to the listed individuals. Each recipient spoke briefly.

A. Presentation of a Commendation to Master Sergeant Bobby Chavez for his Partnership with the City

B. Presentation of a Certificate of Appointment to Parks, Recreation, and Cultural Arts Commissioner Jose Orozco

6. ORAL COMMUNICATIONS

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

Mayor Murphy opened Oral Communications.

Howard Kummerman, Executive Director of the Cypress College Foundation, spoke regarding upcoming Americana Awards on February 29, 2020 and introduced Los Alamitos honoree Dr. Bill Poe.

Mayor Murphy closed Oral Communications.

7. COUNCIL ANNOUNCEMENTS

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

Council Member Grose spoke regarding attendance at the Swearing-In Ceremony for the Seal Beach Police Chief, the Swearing-In Ceremony for Los Alamitos Police Department personnel, Ribbon Cutting Ceremony for Code Ninjas, Promotion Ceremony for General Ducich, Orange County Prescription Drug Abuse Collation, and upcoming educational event at McAullife Middle School on the effects of vaping.

Mayor Pro Tem Chirco spoke regarding attendance at the Orange County Mosquito and Vector Control District Board meeting, Chamber of Commerce Installation, Special City Council Meeting, Promotion Ceremony for General Ducich, and the Swearing-In Ceremony for Los Alamitos Police Department personnel.

Council Member Doby stated her excitement to be representing Los Alamitos and expressed her interest in attending the Parks, Recreation, and Cultural Arts events.

Council Member Hasselbrink spoke regarding attendance at the Promotion Ceremony for General Ducich and the Los Alamitos Chamber of Commerce Gala. She stated former Mayor Troy Edgar had recently been sworn-in as Deputy under Secretary of Management for the Department of Homeland Security. She requested the meeting be adjourned in honor of Frieda Caplan.

Mayor Murphy spoke regarding attendance at the Ribbon Cutting Ceremony for Code Ninjas, Cub Scout Troop Meeting, Promotion Ceremony for General Ducich, 100th Birthday Celebration for Jean McGetrick, Los Alamitos Chamber of Commerce Gala, and Swearing-In Ceremony for Los Alamitos Police Department personnel. He welcomed the new Police Department personnel, thanked everyone who congratulated him when he was named Mayor, offered thanks to Interim City Manager Les Johnson, and spoke regarding Frieda Caplan.

8. ITEMS FROM THE CITY MANAGER

Interim City Manager Les Johnson spoke regarding the street and lot pavement projects near completion on Farquhar, award of Housing and Community Development planning grant in the amount of \$160,000 designated for the Town Center Strategic Plan, upcoming Neighbor 4 Neighbor event, and upcoming Coffee with a Cop taking place on Wednesday, February 12 from 8-10 a.m. at Starbucks on Katella and Pine.

Recreation Manager Emeline Noda spoke regarding the Weekend of Art – March 20th and 21st and Race on the Base – February 21st and 22nd.

Interim City Manager Les Johnson thanked the City Council for the opportunity to serve as be Interim City Manager.

9. WARRANTS

Motion/Second: Chirco/Grose

Unanimously Carried: The City Council ratified the Warrants for January 21, 2020, in the amount of \$978,504.63 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 January 22, 2020 to February 18, 2020.

ROLL CALL

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

10. CONSENT CALENDAR

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

Council Member Grose pulled item 10I.

Mayor Murphy pulled item 10C.

Motion/Second: Chirco/Murphy

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

A. Approval of Minutes (City Clerk)

Approved the City Council Regular Minutes of December 16, 2019 and the Special Minutes of December 17, 2019 and December 21, 2019.

B. Annual Update of the Records Management Program (City Clerk)

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

The City Council adopted Resolution No. 2020-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2018-34 IN ITS ENTIRETY".

D. Comprehensive Annual Financial Report for June 30, 2019 (Finance)

For City Council consideration was the fiscal year 2018-2019 audit reports.

The City Council received and filed the annual audit reports for fiscal year 2018-2019, including the Comprehensive Annual Financial Report (CAFR), Audit Communication Letter, and the Report on Internal Control.

- E. Adoption of the Legislative Platform for 2020 (City Manager)**
The Legislative Action Plan identifies the City's Legislative Platform for 2020 and provides program procedures for the City to effectively participate in the legislative process.

The City Council adopted Resolution No. 2020-02, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE 2020 LEGISLATIVE PLATFORM."

- F. Request for Proposals for Auditing Services (Finance)**
The contract has expired with Lance, Soll, & Lunghard, LLP, the CPA firm the City has used the past five fiscal years for auditing services. To enter into a new contract required the City issue a Request for Proposal, so the City can retain the best qualified firm at the most reasonable cost.

The City Council reviewed, approved, and authorized publication of the Request for Proposal (RFP) for Auditing Services.

- G. Interim Development Services Director (City Manager)**
This report sought consideration of approval of the Consulting Services Agreement for Interim Development Services Director with Charles Abbott Associates, Inc.

The City Council authorized the Mayor to enter into the Consulting Services Agreement for Interim Development Services Director with Charles Abbott Associates, Inc.

- H. Appointment of City Engineer (City Manager)**
Pursuant to Los Alamitos Municipal Code Section 2.24.020, the City Engineer is to be appointed by a majority vote of the City Council. For greater than a decade, the City has contracted for City Engineer services with Willdan. David Hunt of Willdan has served as City Engineer during this time period and recently retired. Chris Kelley of Willdan has supported Mr. Hunt for the past few months in preparation for serving as the new City Engineer.

The City Council adopted Resolution No. 2020-03 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPOINTING CHRIS KELLEY OF WILLDAN AS CITY ENGINEER."

- J. Award of Bid for the Noel Street Pavement Rehabilitation Project (CIP No. 19/20-03) (Development Services)**
This report recommended award of a bid to begin facilitating the construction of the proposed grinding and overlay work along Noel Street, from Katella Avenue to Farquhar Avenue.

The City Council:

1. Awarded construction for the Noel Street Pavement Rehabilitation Project (CIP No. 19/20-03) in the amount of \$116,565.00 to All American Asphalt; and,

2. Authorized the Mayor to execute the contract with All American Asphalt for the project; and,
3. Authorized the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$11,657.00.

K. Approval of Amendment No. 1 with Greentech Landscape Inc. for Annual Park and Landscape Maintenance Services (Development Services)

This item provided a basis for continuing services with Greentech Landscape Inc. to provide annual Park and Landscape Maintenance for one additional year. The current Professional Services Agreement (PSA) expires on February 19, 2020, and can be extended for one year by mutual agreement.

The City Council authorized the Mayor to execute Amendment No. 1 of the Professional Services Agreement with Greentech Landscape Inc.

L. Adopt Ordinance No. 2019-08 – Zoning Ordinance Amendment (ZOA) 19-01, 4281 Katella Avenue (Development Services)

At its regular meeting of December 16, 2019, the City Council introduced for first reading Ordinance Number 2019-08. This document would adopt Zoning Ordinance Amendment (ZOA 19-01) requesting approval to change the Zoning District designation from Planned Light Industrial (P-L-I) to Commercial Professional Office (C-O) for the property located at 4281 Katella Avenue.

The City Council adopted Ordinance No. 2019-08, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT (ZOA) 19-01 TO CHANGE THE ZONING DISTRICT FOR FOUR PARCELS ON 3.9 ACRES FROM PLANNED LIGHT INDUSTRIAL (P-L-I) TO COMMERCIAL PROFESSIONAL OFFICE (C-O) AT 4281 KATELLA AVENUE, (APNS 241-241-20, 241-241-21, 241-241-25 & 241-241-26) (APPLICANT: PERRY BANNER)."

End of Consent Calendar

Items Pulled from Consent Calendar

C. Appointments to the Parks, Recreation, and Cultural Arts and Traffic Commissions (City Clerk)

This report provided relevant information by which the City Council may appoint members to the Parks, Recreation, and Cultural Arts Commission and the Traffic Commission.

Mayor Murphy pulled the item to direct attention to the vacancy on the Parks, Recreation and Cultural Arts Commission.

Motion/Second: Murphy/Chirco

Unanimously Carried: The City Council:

1. Appointed William Bandak to the Parks, Recreation, and Cultural Arts Commission for an unexpired term ending December 2020; and,
2. Appointed Bruce Murphy to the Traffic Commission for a three-year term expiring December 2022; and,
3. Directed the City Clerk to recruit for the unexpired term on the Parks, Recreation, and Cultural Arts Commission.

I. Authorization to Execute an Agreement with Southern California Edison (SCE) for the Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement (Development Services)

This report described the City's current street light conditions and proposes the replacement of all Southern California Edison (SCE) lights in the City, to 3000 kelvins (k) and/or 4000 kelvins (k), where appropriately designated.

Interim City Manager Johnson answered questions from the City Council regarding the agreement, clarifying the agreement included standard lights only.

Motion/Second: Grose/Chirco

Unanimously Carried: The City Council:

1. Authorized staff to negotiate the appropriate street lighting color temperature (3000k/4000k) and wattage to replace the existing light fixtures on all Southern California Edison (SCE) street lights in residential and commercial streets; and,
2. Authorized the City Manager to enter into an agreement with Southern California Edison (SCE) for the Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement in a form as approved by the City Attorney.

11. ORDINANCES

A. Introduction of Anti-Camping Ordinance Prohibiting Camping and Storage of Personal Property in Public Areas (Development Services)

This ordinance is intended to add language to Los Alamitos Municipal Code Title 12 providing certain provisions that will prohibit camping and the storage of personal property in public areas throughout the City of Los Alamitos.

Interim City Manager Johnson summarized the staff report.

City Council and Staff discussed the following:

- Previous actions taken by Council to support a Regional homeless shelter
- Importance of an Ordinance to protect the health, safety, and wellbeing of individuals within our community in case any issues arise in the future
- Concerns regarding two (2) planned shelters serving fourteen (14) cities
- Current operation of shelters in Santa Ana and Laguna Beach

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

1. Introduced for first reading, read by title only, and waive further reading of Ordinance No. 2020-01; and,
2. City Attorney Daudt read the title of Ordinance No. 2020-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 12.52 TO TITLE 12 OF THE LOS ALAMITOS MUNICIPAL CODE PROHIBITING CAMPING AND THE STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS".

B. Amendment to Sequence of District Elections in Response to City Council Vacancy (City Attorney/City Clerk)

In response to the recent resignation of City Councilmember Warren Kusumoto, and in order to advance the City's transition from at-large to by-district elections, proposed Ordinance No. 2020-would amend Ordinance No. 2018-50 (the "Districting Ordinance") to provide for the election of three, rather than two, City Councilmembers by-district at the next General Municipal election.

City Clerk Quintanar summarized the Staff report.

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

1. Introduced for first reading, read by title only, and waive further reading of Ordinance No. 2020-02; and
2. City Attorney Daudt read the title of Ordinance No. 2020-02 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING ORDINANCE NO. 2018-05 TO REVISE THE SEQUENCE OF DISTRICT ELECTIONS."

12. DISCUSSION ITEM

A. Reconsideration of City Council Member Appointments as Representatives to other Agencies and City Committees for 2020 (City Clerk)

On January 14, 2020, the City Council appointed Tanya Doby to fill the vacant position created by former Council Member Warren Kusumoto's resignation on December 16, 2019. This report provides relevant information for the City Council's reconsideration of annual appointments of Council Members as representatives to other Agencies.

City Clerk Quintanar summarized the staff report.

Mayor Pro Tem Chirco stated the Orange County Mosquito and Vector Control District (OCMVCD) and Orange County Library Board meeting times overlapped and created a conflict. He advised he was willing to step down from either Board to allow Council Member Doby the opportunity.

Mayor Murphy suggested Council Member Doby take his place as alternate for West Cities Communication center – Joint Powers Agreement Board (West-Comm).

Motion/Second: Chirco/Grose

Unanimously Carried: The City Council appointed Council Member Doby as the alternate for the West-Comm Board and the City's representative to the OCMVCD Board for a term of one year.

13. CLOSED SESSION

A. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957

Title: City Manager

B. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

City designated representative: Michael Daudt, City Attorney

Unrepresented employee: City Manager

City Attorney Daudt read the item aloud.

RECESS

The City Council recessed into Closed Session at 6:44 p.m.

RECONVENE

The City Council reconvened in Regular Session at 7:16 p.m.

City Attorney Daudt stated:

1. The City Council had unanimously voted to appoint Recreation Manager Ron Noda as acting City Manager effective immediately until the new permanent City Manager position is filled with an anticipated date of February 3, 2020.
2. The City Council concluded negotiations with respect to City Manager employment and directed City Attorney Daudt to provide verbal summary prior to action on item 14A.

14. DISCUSSION ITEM (continued)

A. City Manager Employment Agreement

(City Attorney)

Following the conclusion of labor negotiations, the City Council considered approval of a City Manager Employment Agreement.

City Attorney Daudt provided copies of the City Manager Employment Agreement with Chet Simmons and summarized the agreement.

- Base salary of \$189,600 annually with a 2% increase for each contract year of the three (3) year contract
- 2% annual performance bonus
- 80 hours administrative leave
- 120 hours vacation leave during year one, 136 hours during year 2, and 152 hours during year 3
- \$1,400 per month towards health, dental, and vision or in lieu pay
- \$700 monthly car allowance
- City issued cell phone or \$70/monthly stipend
- Reimbursement of up to \$1,200 for the onetime purchase of laptop computer/tablet. Returned to city upon expiration of the Employment Contract
- Severance up to 6 months base salary if terminated without cause

Motion/Second: Chirco/Hasselbrink

Unanimously Carried: The City Council

1. Received a verbal summary of the proposed City Manager Employment Agreement; and,
2. Authorized the Mayor to execute the City Manager Employment Agreement with Chet Simmons in a form approved by the City Attorney.

15. **ADJOURNMENT**

The City Council adjourned in memory of Frieda Caplan at 7:21 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 – February 3, 2020

1. CALL TO ORDER

The City Council met in Special Session at 6:02 p.m., Monday, February 3, 2020 in the Council Chamber, 3191 Katella Avenue, Mayor Murphy presiding.

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
Eric Hendrickson, Finance Director
Emeline Noda, Recreation Manager
Ron Noda, Recreation Manager
Eric Nunez, Police Chief
Windmera Quintanar, MMC, City Clerk
Leslie Roseberry, Interim Development Services Director
Chelsi Wilson, Executive Assistant to the City Manager/Benefits

Mayor Murphy welcomed City Manager Chet Simmons and thanked Ron Noda for his service as interim.

3. SPECIAL ORDER OF THE DAY

A. Building Future Fiscal Sustainability Program Next Steps (Finance)

The City of Los Alamitos is at a financial crossroads where future revenue and expenditure projections will require a major reduction of city services, raising taxes, raising fees or a combination of such. The challenge facing the city is a projected structural deficit growing from \$1.4M in Fiscal Year 2020-21 to over \$3.4M in Fiscal Year 2027-28. The deficit is projected to top out at about \$3.7M per year in 2031. With realistic revenue assumptions, growing deficits are forecasted with a cumulative deficit of \$41.5M at the end of 2033-34.

In late 2018, the City proactively focused on developing a plan for “Building Future Fiscal Sustainability”. City staff worked closely with the Budget Standing Committee to identify review and evaluate cost cutting and revenue enhancement options available to the City. The options identified were presented to City Council on August 19, 2019.

A key part of this effort involved the opportunity to engage with the community in order to provide information and obtain feedback. Constructive feedback along with city service priorities were identified based on input from hundreds

of residents. Another critical item was to obtain direct feedback from registered voters, which included conducting of a statistically reliable community survey or most likely to vote registered voter, which was completed in November by a contracted vendor. The results of the survey showed after information was provided and opposition messages were presented, support for the sales tax measure remains well above the threshold for victory and outside the survey's margin of error of 72% of likely voters.

City Manager Simmons introduced the item and Finance Director Hendrickson summarized the Staff report.

City Council and Staff discussed the following topics:

- Positive support from the residents for a 1% sales tax measure to maintain current service levels
- 2% additional sales tax limit as stated in Revenue and Taxation Code Section 7251.1
- Sales tax situations in surrounding cities and jurisdictions
- Additional funds would need to be allocated for FM3 to survey residents on 1.5% sales tax
- Ability for an outside agency to request voter approval for a tax up to the 2% maximum
- Would require legislative action to exceed 2% maximum
- Importance of educating the public that any additional sales tax approved by the voters would go directly to the City and not to the State
- Support for allowing the residents to vote on a 1.5% sales tax measure
- Support for continuing the discussion and allowing the newly appointed City Manager to vet out additional ideas
- City is facing a structural deficit despite reduction in Staff, reductions throughout the City
- Support for continuing public outreach to educate the public on the City's structural deficit and the need for additional revenue
- Possibility of exploring an increase in Transient Occupancy Tax (TOT) after the new hotel is built at a separate election
- Possibility of exploring a measure regarding tax on marijuana sales
- Concern putting forward two ballot measures at the same election would split the vote and cause one or both measures to fail
- Best practices for money management would continue from the Council with or without an approved sales tax measure
- A second shorter follow up survey to gauge the residents support for 1.5% sales tax
- Different approval requirements for a specific tax versus a general tax

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

1. Directed city staff to bring a cost estimate to the March 16, 2020 meeting for a shorter follow up survey of the community to evaluate their interest in either a 1% or 1.5% sales tax increase; and,
2. Directed city staff to formalize a list of Capital Improvement Projects and other services that could be addressed or implemented should the community support a 1.5% sales tax increase; and,
3. Directed city staff to continue their pro-active community outreach and feedback campaign related to "Building Fiscal Sustainability", focusing in upon the option of pursuing a sales tax increase; and,
4. Report back to City Council during the April 20, 2020 meeting with a recommendation to place an ordinance on a future City Council meeting date. This ordinance would become effective only if voters approve of the measure during the November election.

4. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9. Name of Case: *Los Alamitos Community United, et al. v. City of Los Alamitos, et al.* Superior Court of California, County of Orange, Case No. 30-2018-00987018-CU-WM-CXC.

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One potential case.

City Attorney Daudt read the items aloud.

RECESS

The City Council recessed into Closed Session at 6:44 p.m.

RECONVENE

The City Council reconvened in Special Session at 7:20 p.m.

City Attorney Daudt stated there was no reportable action.

5. ADJOURNMENT

The City Council adjourned at 7:20 p.m.

Attest:

Richard D. Murphy, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 18, 2020

ITEM NUMBER: 10B

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

Presented By: Chet Simmons, City Manager

Subject: Adopt Ordinance No. 2020-01 – Anti-Camping Ordinance Prohibiting Camping and Storage of Personal Property in Public Areas

SUMMARY

At its regular meeting of January 21, 2020, the City Council introduced for first reading Ordinance Number 2020-01. This ordinance is intended to add language to Los Alamitos Municipal Code Title 12 providing certain provisions that will prohibit camping and the storage of personal property in public areas throughout the City of Los Alamitos.

RECOMMENDATIONS

Adopt Ordinance No. 2020-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 12.52 TO TITLE 12 OF THE LOS ALAMITOS MUNICIPAL CODE PROHIBITING CAMPING AND THE STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS".

BACKGROUND

In January 2018, homeless advocates filed a lawsuit against the County of Orange and the cities of Orange, Anaheim and Costa Mesa related to policies and procedures impacting homeless individuals as well as related to the lack of adequate services and facilities for the homeless ("Catholic Workers et al"). Among the issues at stake in this lawsuit, and others, was the validity of anti-camping and related municipal code provisions that make it unlawful to be present, have property, sit or sleep in a public place. In the Martin v. City of Boise case that was decided in 2018, the Ninth Federal District Court ruled that anti-camping laws violated homeless individual's eighth amendment rights as prohibiting them from sleeping outdoors amounted to cruel and unusual punishment if there are no low-barrier shelter options available.

On August 16, 2019, a settlement agreement was entered into between the Orange County Catholic Workers and the North SPA Cities (Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia, Stanton, Villa Park and Yorba Linda) and filed with the U.S. District Court. This agreement commits to the establishment and operation of two new homeless centers having a minimum capacity of 200 beds. By

entering into and adhering to the settlement agreement, the City is now able to establish and enforce anti-camping provisions.

This item was introduced to City Council during the November 18, 2019 meeting. Staff recommended continuing the item to the January 21, 2020 meeting in order to allow more time for the North SPA cities to consider a model anti-camping ordinance as well as ensure the establishment of the homeless shelters and availability of beds prior to enforcement of the ordinance, as required by the aforementioned settlement agreement.

Staff recently received an update on the two shelters currently under construction, one being in Placentia and the other in Buena Park. Progress is being made with the Placentia shelter, which is scheduled to be open by the beginning of March, and the Buena Park shelter, scheduled for opening in May.

DISCUSSION

The proposed Ordinance specifically addresses the unauthorized use of public areas for camping or storage of personal property. Public areas should be accessible and available to residents and the public at large for their intended uses. The unauthorized use of public areas for camping and the storage of personal property interferes with the rights of other members of the public to use public areas for their intended purposes and can create a public health or safety hazard that adversely affects residential and commercial areas. The purpose of the regulations adopted by the ordinance is to maintain public areas in clean, sanitary and in accessible condition to prevent the misappropriation of public areas for personal use, and to promote the public health and safety by ensuring that public areas remain readily accessible for their intended uses.

It should be noted that the proposed language does not propose any changes to the City's existing code provisions that address use of public parks in the city during the hours of darkness (LAMC 12.40.010).

FISCAL IMPACT

None.

Submitted and Approved by: Chet Simmons, City Manager

Attachment: 1. Ordinance 2020-01

ORDINANCE NO. 2020-01

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER
12.52 TO TITLE 12 OF THE LOS ALAMITOS MUNICIPAL
CODE PROHIBITING CAMPING AND THE STORAGE OF
PERSONAL PROPERTY IN PUBLIC AREAS**

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

SECTION 1. Chapter 12.52 (Camping and Storage of Personal Property) is hereby added to Title 12 (Streets, Sidewalks and Public Places) of the Los Alamitos Municipal Code to read as follows:

CHAPTER 12.52 CAMPING AND STORAGE OF PERSONAL PROPERTY

- 12.52.010 Purpose.
- 12.52.020 Definitions.
- 12.52.030 Unlawful camping.
- 12.52.040 Storage of personal property in public areas.
- 12.52.050 Exceptions.
- 12.52.060 Violations.

12.52.010 Purpose.

Public areas within the City should be accessible and available to residents and the public at large for their intended uses. The unauthorized use of public areas for camping and the storage of personal property interferes with the rights of other members of the public to use public areas for their intended purposes and can create a public health or safety hazard that adversely affects residential and commercial areas. The purpose of this chapter is to maintain public areas in clean, sanitary and accessible condition to prevent the misappropriation of public areas for personal use, and to promote the public health and safety by ensuring that public areas remain readily accessible for their intended uses.

12.52.020 Definitions.

The following terms used in this chapter shall have the meanings indicated below:

“Camp” or “camping” means to pitch or occupy camp facilities and/or to use camp paraphernalia for living accommodation or habitation purposes.

“Camp facilities” include, but are not limited to, tents, huts, or temporary shelters.

“Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags,

hammocks, or non-City designated cooking facilities and similar equipment.

“City” means the City of Los Alamitos, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or re-incorporated form.

“Highway” means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel.

“Parkway” means the area of the street between the back of the curb and the sidewalk that typically is planted and landscaped.

“Personal property” means any and all tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, personal items such as luggage, backpacks, clothing, and household items.

“Public area” means all property that is owned, managed or maintained by the City, and shall include, but not be limited to any public street, building, grounds, lot, parcel, park, plaza or parking lot dedicated to the authorized use and enjoyment of the public.

“Public street” means and includes but is not limited to any street, road, highway, alley, sidewalk, parkway, bridge, culvert, drain, and all other facilities or areas necessary for the construction, improvement, and maintenance of streets and roads.

“Roadway” means that portion of a highway improved, designed or ordinarily used for vehicular travel.

“Sidewalk” means that portion of the public right-of-way provided for the primary use of pedestrians along or adjacent to a street.

“Store or “storing” means to put aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a location; which does not include any personal property that clearly has been abandoned or discarded and which clearly has no value.

“Tent” means any tarp, cover, structure or shelter, made of any material that is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the tarp, cover, structure or shelter.

12.52.030 Unlawful camping.

It shall be unlawful for any person to camp, erect or occupy camp facilities or use camp paraphernalia in any public area within the City, except as otherwise provided in Section 12.52.050, as may be permitted under Chapter 12.40.010, or as mandated by applicable law.

12.52.040 Storage of personal property in public areas.

It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in any public area within the City, except as otherwise provided in Section 12.52.050, as may be permitted under Chapter 12.40.010, or as mandated by applicable law.

12.52.050 Exceptions.

A. This chapter shall not apply to any person camping, occupying camp facilities or using camp paraphernalia, or to any person storing personal property, including camp facilities and camp paraphernalia, in any public area designated by the City for such purposes. The City Council may, by resolution or ordinance, establish one (1) or more specified areas of public property for such purposes.

B. Absent exigent circumstances relating to immediate threats to the public health, safety, or welfare, the provisions of this chapter will not be enforced against indigent homeless persons sitting, lying, or sleeping on public property when no alternative shelter is available in accordance with the holding in *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031.

12.52.060 Violations.

Any violation of this chapter may be prosecuted as a misdemeanor, pursuant to Section 1.20.010 of this code.

SECTION 2. 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. 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 4. 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 18th day of February, 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 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of January, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 18th day of February 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

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 18, 2020

ITEM NUMBER: 10C

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

Via: Chet Simmons, City Manager

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

**Subject: Adopt Ordinance No. 2020-02 – Amendment to Sequence of
District Elections in Response to City Council Vacancy**

SUMMARY

At its regular meeting of January 21, 2020, the City Council introduced for first reading Ordinance Number 2020-01. Proposed Ordinance No. 2020-would amend Ordinance No. 2018-50 (the “Districting Ordinance”) to provide for the election of three, rather than two, City Councilmembers by-district at the next General Municipal election.

RECOMMENDATION

Adopt Ordinance No. 2020-02 entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING ORDINANCE NO. 2018-05 TO REVISE THE SEQUENCE OF DISTRICT ELECTIONS.”

BACKGROUND

On July 30, 2018, the City Council of the City of Los Alamitos adopted Ordinance No. 2018-05 (the “Districting Ordinance”) establishing a district-based election system for City Councilmembers. Per the Districting Ordinance, commencing with the November 2020 General Municipal Election, City Councilmembers shall be elected “by-district” from the five Council districts shown and numbered on the district map attached to this report. Elections for District 1 and District 3 will occur in 2020; District 2, District 4, and District 5 will be contested in 2022.

On December 16, 2019, City Councilmember Warren Kusumoto resigned creating a vacant seat. On December 21, 2019, the City Council voted unanimously to fill the Council Vacancy by appointment in accordance with Section 502 of Article V. of the Los Alamitos Charter. The appointed term will run until the November 2020 General Municipal

election. Because Warren Kusumoto was elected for a four-year term in 2018, an at-large election in 2020 would be required to fill the remaining two-years of his term absent an amendment to the Districting Ordinance. To avoid this result, the City Council directed staff to bring forward an ordinance amending the sequence of district elections.

DISCUSSION

Proposed Ordinance No. 2020-02 would amend the Districting Ordinance to provide for the election of three Councilmembers by district in 2020, with two Councilmembers elected by district in 2022. As amended, District 1, District 2, and District 3 would be contested at the November 2020 General Municipal election. District 4, and District 5 would be contested at the November 2022 General Municipal election.

FISCAL IMPACT

None.

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

Attachments: 1. Ordinance No. 2020-02
 2. Exhibit A - City of Los Alamitos Council District Map

ORDINANCE NO. 2020-02**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING ORDINANCE NO. 2018-05 TO REVISE THE SEQUENCE OF DISTRICT ELECTIONS**

WHEREAS, on July 30, 2018, the City Council of the City of Los Alamitos adopted Ordinance No. 2018-05 establishing a district-based election system for City Councilmembers; and,

WHEREAS, per Ordinance No. 2018-05, commencing with the November 2020 General Municipal Election, City Councilmembers shall be elected “by-district” from the five Council districts shown and numbered on the district map attached hereto as Exhibit “A”, and incorporated herein by reference; and,

WHEREAS, per Ordinance No. 2018-05, two Councilmembers will be elected from District 1, and District 3 in November 2020; three Councilmembers will be elected from District 2, District 4, and District 5 in November 2022; and,

WHEREAS, on December 16, 2019, Councilmember Warren Kusumoto resigned from his position on the City Council creating a vacant seat (“Council Vacancy”); and,

WHEREAS, on December 21, 2019, the City Council voted to fill the Council Vacancy by appointment in accordance with Section 502 of Article V. of the Los Alamitos Charter; and,

WHEREAS, on January 14, 2020, the City Council interviewed candidates and voted to appoint Tanya Doby to fill the Council Vacancy; and,

WHEREAS, Councilmember Doby shall serve until the next General Municipal Election in November 2020; and,

WHEREAS, because Councilmember Warren Kusumoto was elected at-large in 2018 for a four-year term ending in 2022, and because Doby’s term will lapse in 2020, absent an amendment to Ordinance No. 2018-05, an at-large election in 2020 would be necessary to fill the the remaining two-year term resulting from the Council Vacancy; and,

WHEREAS, to advance the transition from at-large to by-district elections in the City of Los Alamitos, and in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code), the City Council desires to amend Ordinance 2018-05 to provide for the election of three, rather than two, Councilmembers by-district in November 2020.

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES

ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Amendment to Sequence of District Elections. Section 2(C) of Ordinance No. 2018-005 is hereby amended to read as follows (new text in underline, deleted text in ~~strikethrough~~).

C. Sequence of Elections. Commencing with the November 2020 General Municipal Election, and every four years thereafter, the following three ~~two~~ Council districts shall be elected by-district: District 1, District 2, and District 3. Commencing with the November 2022 General Municipal Election, and every four years thereafter, the following two ~~three~~ Council districts shall be elected by-district: ~~District 2~~; District 4; and District 5.

SECTION 3. Except as expressly modified above, Ordinance No. 2018-05 shall remain unchanged and in full force and effect.

SECTION 4. 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 5. 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 February, 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. 2020-02 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of January, 2020 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 17th day of February, 2020, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

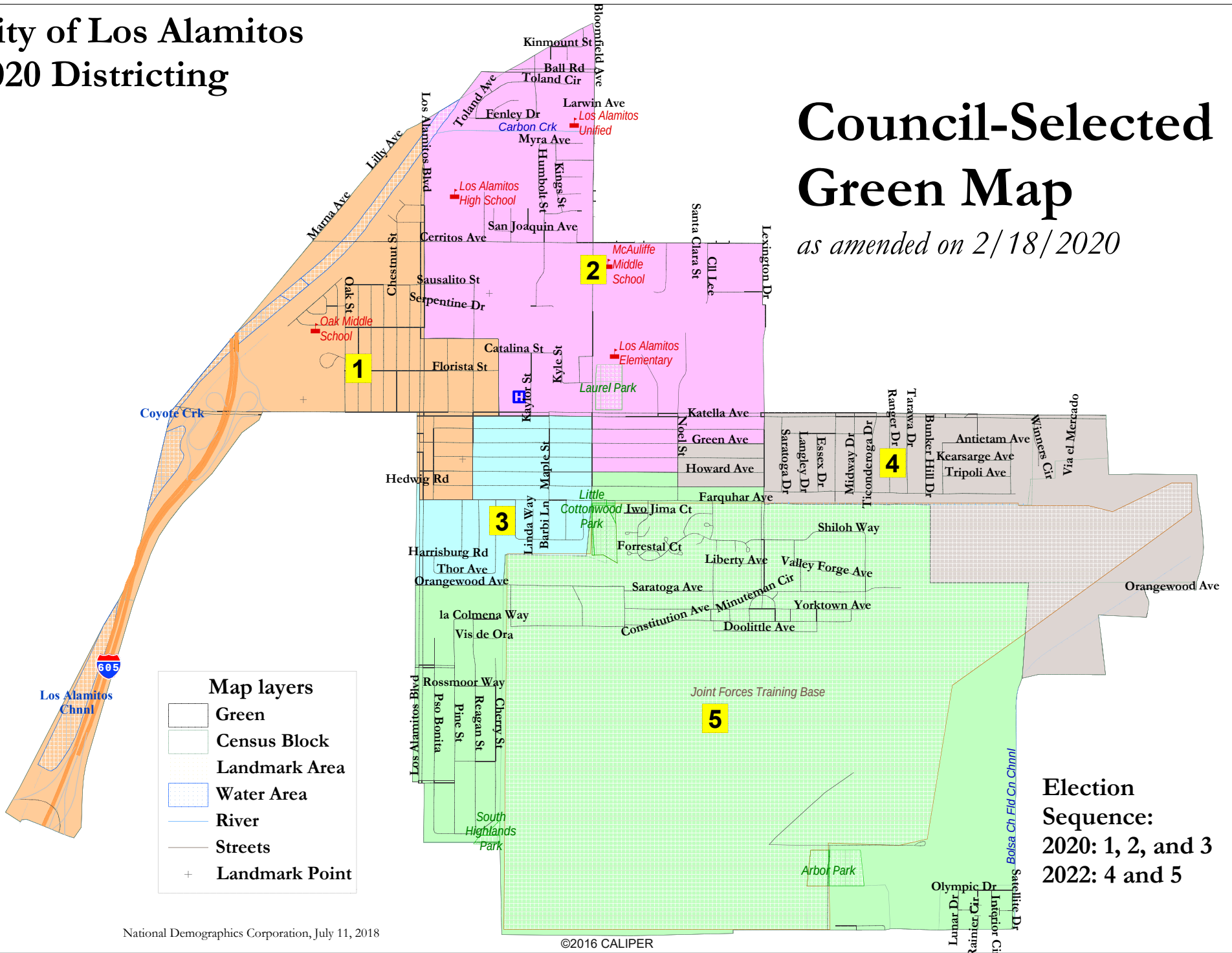
Exhibit A

City of Los Alamitos Council District Map

City of Los Alamitos 2020 Districting

Council-Selected Green Map

as amended on 2/18/2020



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 18, 2020

ITEM NUMBER: 10D

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

Presented By: Eric Hendrickson, Finance Director

Subject: 2020 Budget Calendar

SUMMARY

This report seeks to establish the 2020 budget calendar.

RECOMMENDATION

Approve the recommended budget calendar for 2020.

BACKGROUND

In accordance with the City's Charter Section 1202 and 1203, the proposed budget shall be prepared and submitted to City Council "at least thirty-five (35) days prior to the beginning of each fiscal year." After reviewing the budget and making revisions as it may deem advisable, "the City Council shall hold a public hearing on the proposed budget, at which interested persons desiring to be heard shall be given such opportunity."

DISCUSSION

In order to provide ample time for review, analysis and revision of the fiscal year 2020-2021 proposed budget, staff recommends the following meetings with the Budget Standing Committee (BSC) and City Council:

March 9 th	BSC – Mid-year review of FY 19/20 budget
March 16 th	Regular City Council Meeting – Mid-year review of FY 19/20 budget
April 13 th	BSC – Review #1 of FY 20/21 draft budget
May 11 th	BSC – Review #2 of FY 20/21 draft budget
May 18 th	Regular City Council Meeting – Presentation of draft budget
June 8 th	BSC – Review #3 of FY 20/21 draft budget (if needed)
June 15 th	Regular City Council Meeting – Budget adoption (Public Hearing)

FISCAL IMPACT

None.

Submitted by: Eric Hendrickson, Finance Director

Approved by: Chet Simmons, City Manager

MEETING DATE: February 18, 2020 **ITEM NUMBER: 10E**

Subject: Treasurer's Quarterly Investment Report – December 2019

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



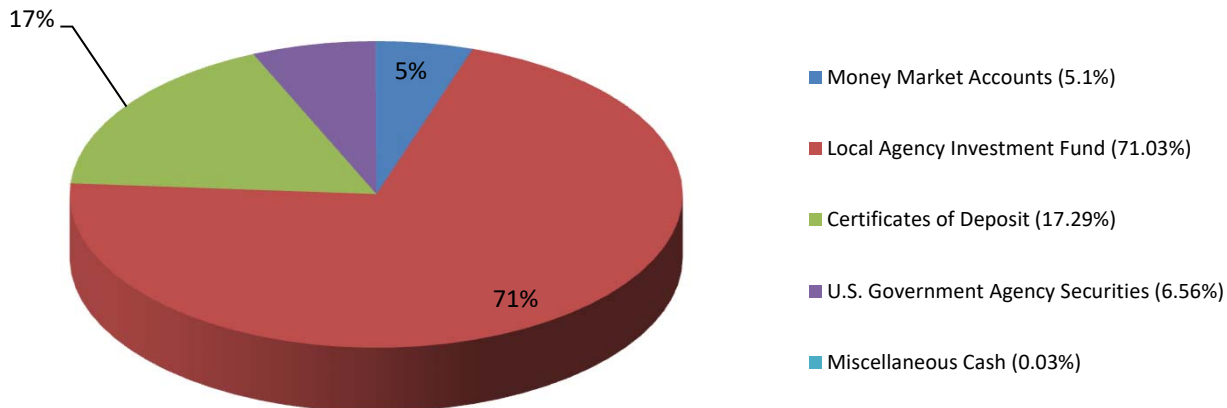
CITY OF LOS ALAMITOS

Quarterly Investment Report

December 31, 2019

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 581,328.72	\$ 581,328.72
Local Agency Investment Fund (LAIF)	8,087,804.89	8,101,091.67
Certificates of Deposit	1,971,000.00	1,971,592.01
U.S. Government Agency Securities	750,000.00	748,431.00
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	11,393,633.61	11,405,943.40
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	245.16	245.16
TOTAL INVESTMENTS HELD BY FISCAL AGENT	245.16	245.16
TOTAL CASH & INVESTMENTS	\$ 11,393,878.77	\$ 11,406,188.56

COMPOSITION OF POOLED PORTFOLIO (NON-FISCAL AGENT)



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 0.56 years. Weighted average yield on cost is 2.00%. 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.

Eric Hendrickson

Eric Hendrickson, Finance Director



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
December 31, 2019

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	581,328.72	0.50%	581,328.72
SUBTOTAL MONEY MARKET ACCOUNTS					581,328.72		581,328.72
LOCAL AGENCY INVESTMENT FUND (LAIF)	Varies	Varies	NR	Varies	8,087,804.89	1.94%	8,101,091.67
<u>CERTIFICATES OF DEPOSIT</u>							
American Express Centurion (FDIC Gtd)	2.10%	06/03/20	FDIC	06/08/15	245,000.00	2.10%	245,592.01
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					1,971,000.00		1,971,592.01
<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%	748,431.00
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES					750,000.00		748,431.00
MISCELLANEOUS CASH					3,500.00		3,500.00
TOTAL POOLED CASH & INVESTMENTS					11,393,633.61		11,405,943.40

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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 18, 2020

ITEM NUMBER: 10F

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

Presented By: Chris Kelley, City Engineer

Subject: Approval of Plans and Specifications, and Authorization to Bid for Community Center Americans with Disabilities Act (ADA) Improvements Project (CIP No. 19/20-05)

SUMMARY

This report recommends actions to begin facilitating the construction for the Community Center ADA Improvements Project (CIP No. 19/20-05).

RECOMMENDATIONS

1. Approve the plans and specifications for the construction of the Community Center ADA Improvements Project (CIP No. 19/20-05); and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos proposes to upgrade two ADA ramps and portions of sidewalk within the City's Community Center parking lot area in order to provide ADA compliance. The Park's Department has asked that the work be scheduled after school has been released for the summer break (after May 28, 2020). Also, per the City Clerk, voting at the Community Center will take place from May 2 - June 3, 2020. After June, there is no voting until the end of October. Therefore, construction will need to start after these items and a tentative construction start date of June 8, 2020 has been selected.

DISCUSSION

The following is an approximate timeline for the completion of the Community Center ADA Improvements Project (CIP No. 19/20-05):

- 02/18/2020 Approval of plans & specifications by the City Council
- 03/30/2020 Advertise project

- 04/27/2020 Bid opening
- 05/18/2020 Award of Contract (City Council Meeting)
- 06/08/2020 Start of construction (after school session is out for summer)
- 07/08/2020 End of construction

FISCAL IMPACT

There is no cost associated with soliciting bids. Funding for this project is included in the FY 2019-2020 adopted budget from the Park Development Fund for \$45,000 in account 40-570-5503.1936. The engineer's estimate for construction costs is estimated to be \$35,900.

Submitted by: Chris Kelley, City Engineer

Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director

Reviewed by: Leslie Roseberry, Interim Development Services Director

Approved by: Chet Simmons, City Manager

Attachment: 1. Plans and Specifications for CIP No. 19/20-05

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**COMMUNITY CENTER ADA IMPROVEMENTS
CIP 19/20-05**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

FEBRUARY 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 27th day of February 2020

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
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



Tyrone Peter, P. E.
P.E. 81888



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

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SPECIFICATION NO. CIP 19/20-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A

**COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

COMMUNITY CENTER ADA IMPROVEMENTS SPECIFICATION NO. CIP 19/20-05 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 27th day of February 2020. The bids will be publicly opened and read at 11:00 a.m. on the 27th day of February 2020, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to construct curb ramps, construct sidewalk, and install detectable warning surface for ADA improvements at the Los Alamitos Community Center. In addition, the project will also include signing and striping. Existing curbs and private facilities will be protected in place within the limits of the project unless otherwise shown.

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

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

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

“SEALED BID FOR COMMUNITY CENTER ADA IMPROVEMENTS SPECIFICATION NO. CIP 19/20-05

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

**COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

COMMUNITY CENTER ADA IMPROVEMENTS SPECIFICATION NO. CIP 19/20-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **20 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$400.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Chris Kelley, City of Los Alamitos, (562)-431-3538, ext. 110

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

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

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

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

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

B1.07 ADDENDA

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

B1.08 BID PRICES

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

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local

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

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

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

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

B1.09 TAXES

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

B1.10 RECOGNITION OF BONDING COMPANIES

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

B1.11 QUALIFICATION OF BIDDERS

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

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

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

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

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

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

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

B1.13 PROPOSAL GUARANTEE

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

B1.14 MODIFICATION OF PROPOSAL

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

B1.15 WITHDRAWAL OF PROPOSAL

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

B1.16 POSTPONEMENT OF BID OPENING

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

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

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

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

**COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
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

COMMUNITY CENTER ADA IMPROVEMENTS SPECIFICATION NO. CIP 19/20-05 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

COMMUNITY CENTER ADA IMPROVEMENTS SPECIFICATION NO. CIP 19/20-05 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)

**COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE

COMMUNITY CENTER ADA IMPROVEMENTS					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization	1	LS	\$	\$
2	Remove Existing and Construct 4" PCC Sidewalk per SPPWC Std Plan 113-2 to Match Existing Sidewalk	700	SF	\$	\$
3	Remove Existing and Construct Curb and Gutter to Match Existing	35	LF	\$	\$
4	Remove Existing and Construct 0-Inch Curb	10	LF		
5	Remove Existing and Construct 0-Inch Curb and Gutter (5% Max)	5	LF	\$	\$
6	Construct Variable Height Curb per SPPWC Std Plan 120-2	25	LF	\$	\$
7	Construct Curb Ramp Per SPPWC Std Plan 111-5, Case B Type 1	1	EA	\$	\$
8	Construct Curb Ramp Per SPPWC Std Plan 111-5, Case E Type 2	1	EA	\$	\$
9	Furnish and Install Detectable Warning Surface	45	SF	\$	\$
10	Construct 6-Inch Full Depth AC Over Compacted Native Base	8	TN	\$	\$
11	Signing and Striping	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.

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

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

(Company Name of Bidder)

(Date)

BID BOND

**COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
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

**COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
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

**NOEL STREETPAVEMENT REHABILITATION
SPECIFICATION NO. CIP 19/20-05**

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

COMMUNITY CENTER ADA IMPROVEMENTS SPECIFICATION NO. CIP 19/20-05 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)

**COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
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

COMMUNITY CENTER ADA IMPROVEMENTS SPECIFICATION NO. CIP 19/20-05

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

**COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
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

COMMUNITY CENTER ADA IMPROVEMENTS SPECIFICATION NO. CIP 19/20-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS COMMUNITY CENTER ADA IMPROVEMENTS, SPECIFICATION NO. CIP 19/20-04 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ___ day of Month, 20XX (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the COMMUNITY CENTER ADA IMPROVEMENTS, SPECIFICATION NO. CIP 19/20-04, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of 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

**COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05**

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
COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
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: COMMUNITY CENTER ADA IMPROVEMENTS, SPECIFICATION NO. CIP 19/20-04 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

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

Contractor* Name, Title of Signer

SURETY*.....

Contractor's Business Name

.....

Mailing Street Address

.....

City, State, Zip Code

.....

Telephone #

.....

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

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

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
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

**COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
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

COMMUNITY CENTER ADA IMPROVEMENTS SPECIFICATION NO. CIP 19/20-05 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

**COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

E-STANDARD SPECIFICATION

STANDARD SPECIFICATIONS
COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
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 TERMS AND DEFINITIONS

Add the following:

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

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

City—The City of Los Alamitos, California, as the Agency and Owner.

City Council—City Council of the City of Los Alamitos, California.

Construction Manager—Persons and/or company retained by the City to perform construction management services.

Design Engineer—Persons and/or company retained by the City to perform engineering design services.

Due Notice—A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Engineer—The City Engineer of the City of Los Alamitos, or his/her authorized representative.

Geotechnical Engineer—Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the Agency during construction.

Prompt—The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Standard Plans—“Standard Plans for Public Works Construction” - Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications (“SSS”)—Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans (“SSP”)—Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which Los Alamitos City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-7 “Time of Completion”.

1-3.3 INSTITUTIONS

Add the following:

ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1
NEMA	National Electrical Manufacturers Association

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Delete the third paragraph and replace with the following:

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

Delete the fourth paragraph and replace with the following:

The Contractor must obtain written consent of the City Council to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

Delete the fifth paragraph and replace with the following:

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

Add the following:

If subcontracted work is not being performed in a satisfactory manner, the City will notify the Contractor of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the Contractor's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event, the Agency may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the Agency's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the concerned Bidder.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement (in duplicate)
- Faithful Performance Bond (in duplicate)
- Maintenance Bond (in duplicate)
- Payment Bond (in duplicate)
- Public Liability and Property Damage Insurance Certificate (two original)
- Additionally Insured Endorsement
- Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

1-7.2 CONTRACT BONDS

Add the following:

The PAYMENT BOND shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following paragraphs and subsections to Section 2-1:

Any plan or method of work suggested by the Agency or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

The work includes, but is not necessarily limited to, the following items as shown on the plans and specified in these Special Provisions:

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

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.
5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

3-12.3 NOISE CONTROL

Add the following:

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

3-12.6 WATER POLLUTION CONTROL

Add the following to Subsection 3-12.6:

3-12.6.1 General

This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the Agency's representative in each instance. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the Contractor in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the Agency's representative.

3-12.6.3 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, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

The following subsection is added to Subsection 3-13 of the SSPWC.

3-13.4 General Guaranty

The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The Agency will give notice of observed defects with reasonable promptness.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The Contractor shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Agency shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the Contractor as the Agency may deem just and reasonable.

4-4 TESTING

Delete the third and fourth sentences of the first paragraph and replace with the following:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The Contractor shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

4-6 TRADE NAMES

Delete the third sentence of the second paragraph and replace with the following:

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

Add the following:

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

The Contractor shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every Contractor and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

The Contractor may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 4:00 p.m. and 7:30 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 4:00 p.m. and 7:30 a.m.. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The Agency shall deduct all such charges from payments due the Contractor.

5-4.2 GENERAL LIABILITY INSURANCE

Section 5-4.2 is replaced in its entirety as follows:

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

5-4.2.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no

obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

5.4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS' COMPENSATION INSURANCE

Section 5-4.3 shall be replaced in its entirety as follows:

5-4.3.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if

any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

Add the following:

At the pre-construction meeting, the Contractor shall submit his/her complete construction schedule to the Engineer for approval. The Contractor shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-2 PROSECUTION OF THE WORK

Delete the last sentence of first paragraph and replace it with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

Add the following:

The Contractor shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION

Add the following subsections:

6-3.3 WORKING DAY

Add the following:

The Contractor's activities shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of \$1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-4.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-4.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-4.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-4.4 WRITTEN NOTICE AND REPORT

Delete the text of Section 6-4.4 and replace it with the following:

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-9 LIQUIDATED DAMAGES

Delete the title and text of Section 6-9 and replace with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Four Hundred Dollars (\$400.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 5-5.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 5-5. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

Add the following Subsections:

6-12 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 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 6-13 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 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Delete the last paragraph of this subsection and replace with the following:

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

7-3.3 DELIVERED MATERIALS

Delete the text of section 7-3.3 and replace with the following:

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment.

7-3.4 Mobilization

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Contractor shall provide traffic control per California Temporary Traffic Control Handbook. Contractor must maintain access for visitors to the properties. One driveway must always remain open and accessible. The cost for traffic control shall be considered as included in the cost for mobilization.

Payment for Mobilization and Demobilization shall be included in the Lump Sum (LS) Price basis and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. 80% of the bid price for Mobilization and Demobilization will be disbursed at completion of Mobilization and 20% will be disbursed at completion of Demobilization.

**STANDARD SPECIFICATIONS
COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2018 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 600 per the SSPWC.

**SPECIAL PROVISIONS
COMMUNITY CENTER ADA IMPROVEMENTS
SPECIFICATION NO. CIP 19/20-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS

200-2.1 General. Untreated base shall be crushed aggregate base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General. The following is hereby added:

Asphalt concrete material used for remove and replace repairs within the roadway shall be Type B, PG 64-10.

203-6.11 Acceptance

203-6.4.1 General. Acceptance as used in this Subsection 203-6.11 shall mean acceptance of material after spreading only. Acceptance of material in production shall be subject to all quality requirements based on sampling and testing as specified.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density.

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

211-1.2 Field Density.

Field density tests will be made by the Engineer during the course of construction at the expense of the CITY. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor's expense.

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

Add the following to Subsection 300-1:

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included other bid items and no additional payment will be made therefore.

- (1) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.
- (2) Provide for traffic control and all signs, barricades, flashers and temporary striping necessary to maintain proper control, in accordance with "WATCH" including maintaining all travel lanes as required.
- (3) Protection of utilities, trees, fences, walls and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (4) Clearing and removal of debris from site of work.
- (5) Removal of structures, as directed by Engineer to be removed or abandoned.
- (6) Delay in work necessary to accommodate utility relocations by others.
- (7) Other items of work as directed in Appendix Part II, Mitigation Monitoring and Reporting Program.
- (8) Other items of work as directed in these specifications. 300-1.3 Removal and Disposal of Material.

300-2 UNCLASSIFIED EXCAVATION

:

300-2.1 General.

Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps. Removals shall be in accordance to Section 401 Removals.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:

Payment for unclassified excavation shall be considered as included in other items of work and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for the unclassified excavation and no additional compensation will be made therefor.

300-4 UNCLASSIFIED FILL

300-4.10 Measurement and Payment. The text of Subsection 300-4.10 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be considered as included in the price paid for "construct" bid item and shall include full compensation for the cost of all grading, shaping, compacting or consolidating and extra fill, if required, or other work that is required under this subsection. No additional payment will be made for unclassified fill.

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:

When pavement is to be placed directly on subgrade material or when base or subbase material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 95 percent.

301-1.7 Payment. Add the following paragraph:

Payment construction of aggregate base (thickness per plan) shall include full compensation for all labor, materials, tools, equipment and incidentals required to construct Aggregate Base to the lines and grades shown on the plans. This bid item will include furnishing the material, placement, grading and compaction of subgrade, removing existing pavement and base, and all other work required to result in an aggregate base meeting the requirements of the specifications. This bid item will be paid for per cubic yard (CY).

SECTION 302 -ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

Asphalt concrete pavement shall be according to Section 302-5 of the Standard Specifications for Public Works Construction.

302-5.4 Tack Coat - Add the following

This item shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic Polymer modified asphalts, thermoplastic resins and digested whole tire rubber. The Material is applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

Paving asphalt (also referred to as tack coat) shall be Thermoplastic Polymer Modified No Track Tack, for ARHM and AC overlay and where specified for slurry seals, and SS 1h otherwise. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria:

Test	Method	Typical Properties	Specification
Digested whole tire rubber		2	1-3
Softening Point Degree F	D36	165	160 Min
Penetration @ 77 Deg. F 100g, 5 sec, Dmm	D-5	16	10 Min
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

*BKF LV II, spdI #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive the AC where specified. The Engineer shall approve the exact rate and number of applications. Two heavy coats of SS 1h shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard specifications and these special Provisions. Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50 deg. F and rising. NO material shall be applied when rain is imminent.

Paving of overlay shall not proceed until the tack coat has stiffened sufficiently to not stick to truck tires. Upon occurrence of tracking of tack coat, paving shall cease, except remaining material in the hopper shall be used, and the tack shall be allowed time to setup.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325-425 degrees F. At no time shall the product be heated above 450 degrees F. The

product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all ARHM or AC overlay and slurry seal (where specified) or as otherwise directed by the Engineer. If the pavement temperature reaches over 130 degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer. Slurry seal shall be applied on the same day as receiving tack coat. The Thermoplastic Polymer Modified No Track Tack shall not be left exposed overnight. Immediately in advance of placing the overlay, additional tack coat shall be applied as directed by the Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of asphalt tack coat are tracked onto existing adjacent pavements, the contractor shall be required to clean it off to the satisfaction of the Engineer or provide a slurry seal to restore the pavement at their own expense. This shall apply to the entirety of asphalt haul routes to and from the project sites.

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

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

Measurement and Payment - Add the following

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

302-5.5 Distribution and Spreading.

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

302-5.6 Rolling.

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

Rubber tire rollers shall be used on any leveling course.

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

302-5.7 Joints.

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

302-5.8 Manholes (and other structures)

Adjustment of valve boxes and other structures within the roadway shall conform to Section 302-5.8 of the Standard Specifications for Public Works. Asphalt-rubber hot mix (ARHM) Class C or D, shall be used as final cap around adjusted valve boxes.

302-5.9 Measurement and Payment. Add the following:

Compensation to provide all of the equipment to the site and operated as specified, including all rollers specified regardless of rolling pattern elected by Contractor, shall be considered included in the bid item price for AC material.

Payment Construct 6-Inch Full Depth AC Over Compacted Native Base shall be paid at the contract price per ton (TON) and include full compensation for all labor, materials, tools, equipment and incidentals required to construct full depth AC pavement. This bid item will include furnishing the material, placement, compaction, prime coat, tack coat, asphaltic emulsion coating on vertical surfaces to abut the new pavement, grading and compaction of subgrade, and all other work required to result in an asphalt pavement meeting the requirements of the specifications.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. All concrete flatwork areas behind sidewalks, driveways and right-of-way shall be considered as walks.

Detectable warning surface (truncated domes) for curb ramps shall be Cast-in-Place System per Armor Tile Part No. ADA-C-3648 or approved equal. Color shall be yellow, or City select.

303-5.9 Measurement and Payment. Add:

Payment for Remove Existing and Construct 4-inch thick PCC sidewalk per SPPWC Std Plan No. 113-2 to Match Existing Sidewalk shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of 4-inch thick PCC sidewalk per SPPWC Std Plan No. 113-2 and no additional compensation will be made therefor.

Payment for Remove Existing and Construct Curb Ramp per SPPWC Std Plan 111-5, case and type per plan and bid schedule, shall be paid at the contract price per each (EA) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, detectable warning surface, equipment, saw cutting, hauling, disposing, curb, gutter, and incidentals for the removal of existing surface and construction of curb ramps per SPPWC Std Plan 111-5 and no additional compensation will be made therefor.

Payment for Remove Existing and Construct Curb and Gutter per SPPWC Std Plan 120-2 (type per plan) shall be paid at the contract price per linear foot (LF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals, for the removal of existing curb and gutter and construction of curb and gutter per SPPWC Std Plan 120-2 and no additional compensation will be made therefor.

Payment Furnish and Install Detectable Warning Surface per SPPWC Std Plan No. 111-5 shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for the installation of detectable warning surface per SPPWC Std Plan No. 111-5 and no additional compensation will be made therefor.

PART 4 – EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION

Delete the second paragraph and replace with the following:

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the Contractor's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the Contractor, shall be restored by the Contractor to their original or better condition at the Contractor's expense.

The Contractor shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the Contractor shall repaint or replace, at the Contractor's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

400-3 PAYMENT

Add the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 401 – REMOVAL

401-2 ASPHALT CONCRETE PAVEMENT

Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

401-3.1 Concrete Pavement.

Concrete pavement shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of 3 inches. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat straight lines for the purpose of removing the damaged pavement areas.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections.

Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

402 UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

The Contractor's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) shall be notified by phone, toll free 1-800-227-2600, for the assignment of an Inquiry Identification Number.

Construction Contractor shall contact all utility companies (e.g. gas company, electric company, telephone company, cable company, water company, 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.

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

The Contractor will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review at the pre-construction meeting.

All traffic control on the project shall be implemented by a sub-contractor who specializes in Traffic Control and is approved by the City Engineer.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words “Tow Away” and “No Parking” with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, date, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

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

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

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

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

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

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

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

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

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

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

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

SPECIAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans Revised Standard Plans, and Revised Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 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 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

81-3.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be thermoplastic, unless otherwise shown on the Plans. Curb markings shall be paint, two (2) coats.

84-2.02C Paint. Traffic striping shall be paint including parking lot striping and pavement legends. Paint shall be ready-mixed rapid dry type.

Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application.

Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by grinding per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

84-2.03C Application of Stripes and Markings.

84-2.03C(3) Painted Traffic Stripes and Pavement Markings. Paint shall be applied in two coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied prior to installation.

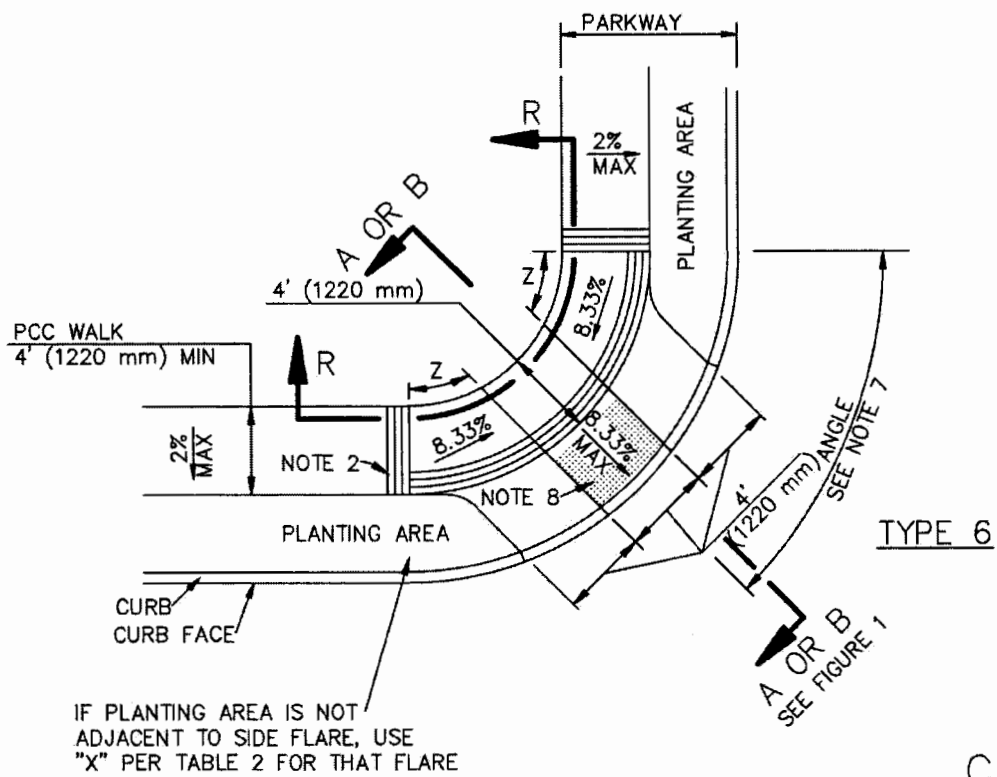
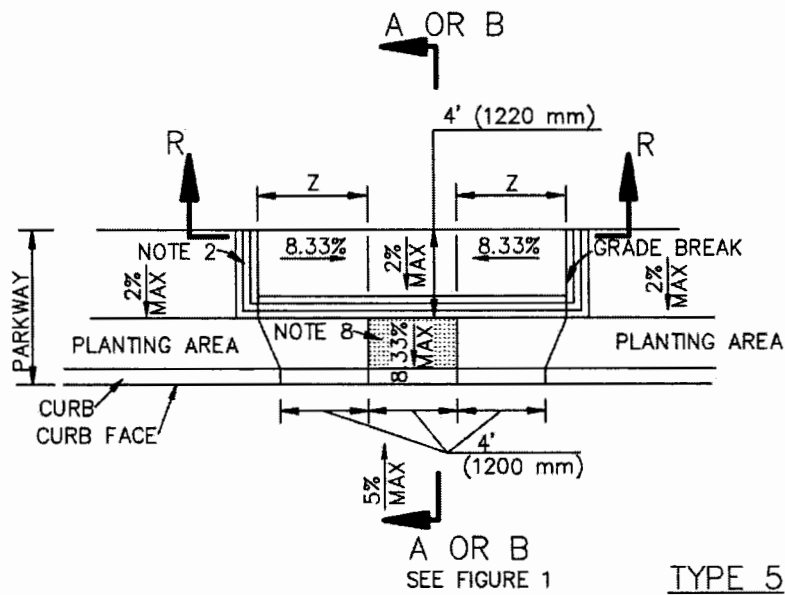
The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat of paint shall include glass beads.

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

APPENDIX - PART 1

Standard Plans



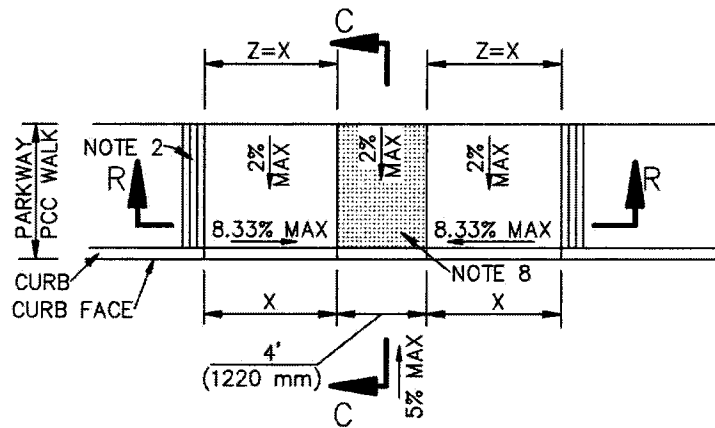
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

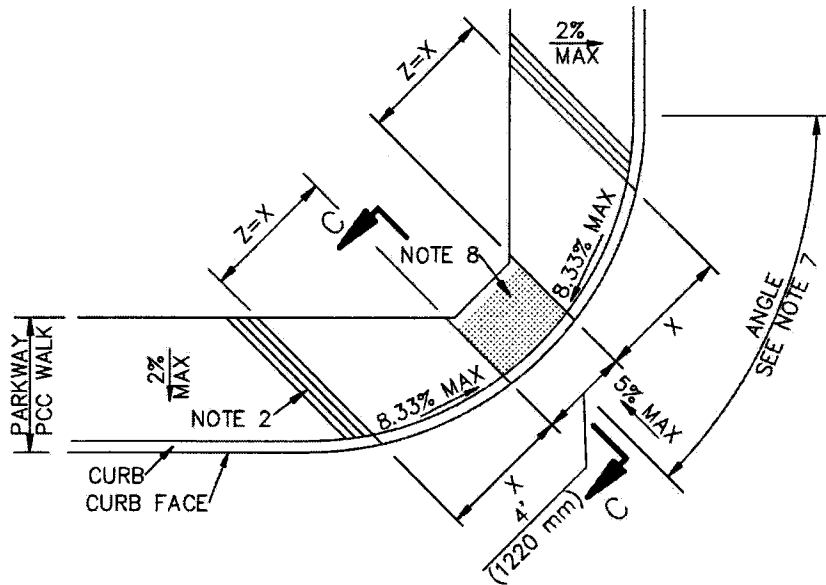
STANDARD PLAN

111-5

SHEET 3 OF 10



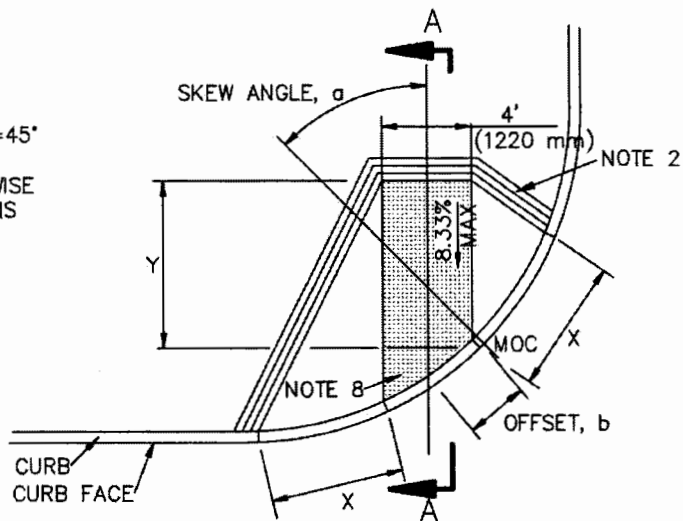
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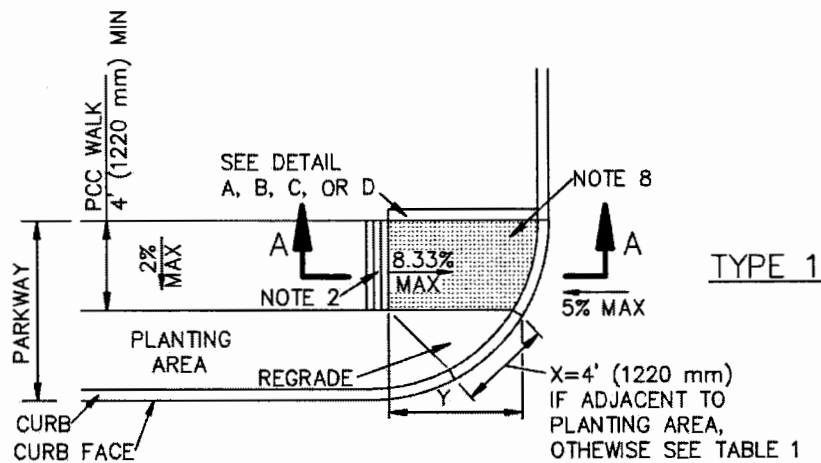
TYPE 2

CASE B

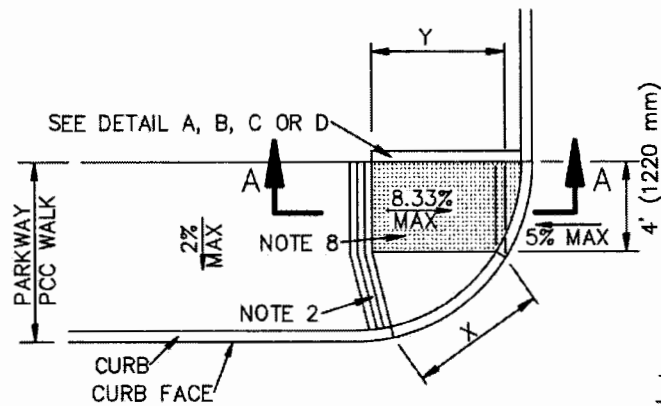
SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE
 NOTED ON PLANS



CASE C



TYPE 1



TYPE 2

CASE D

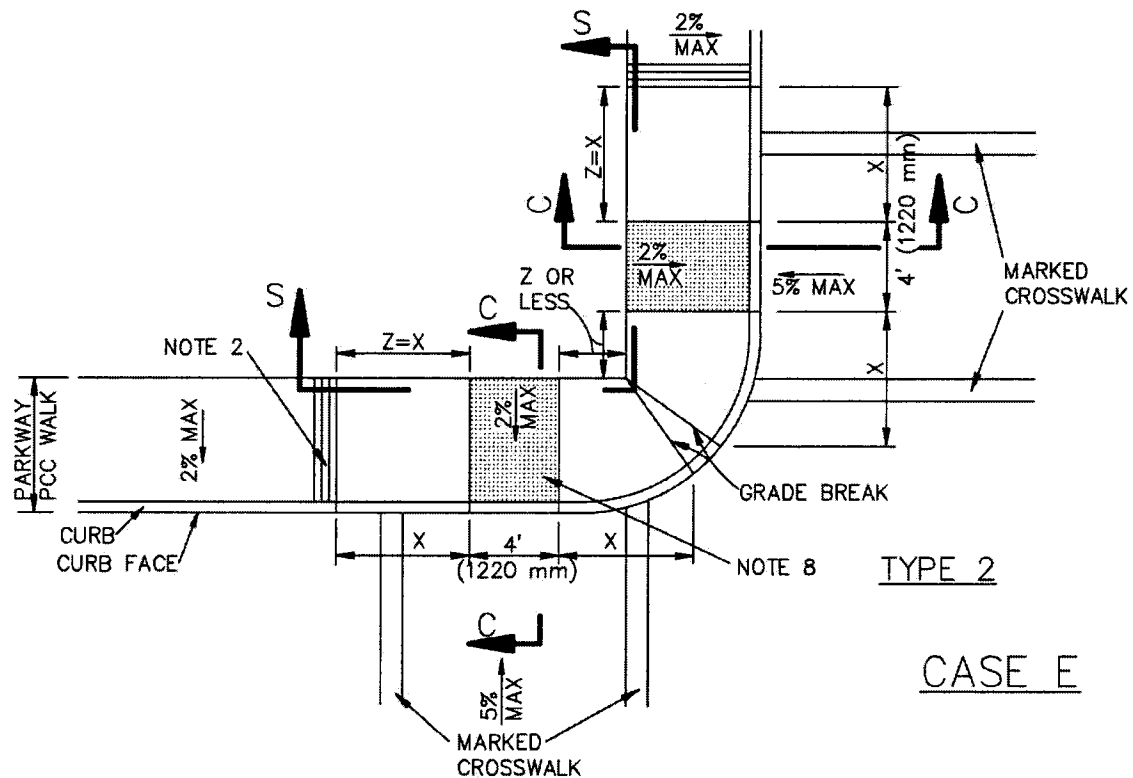
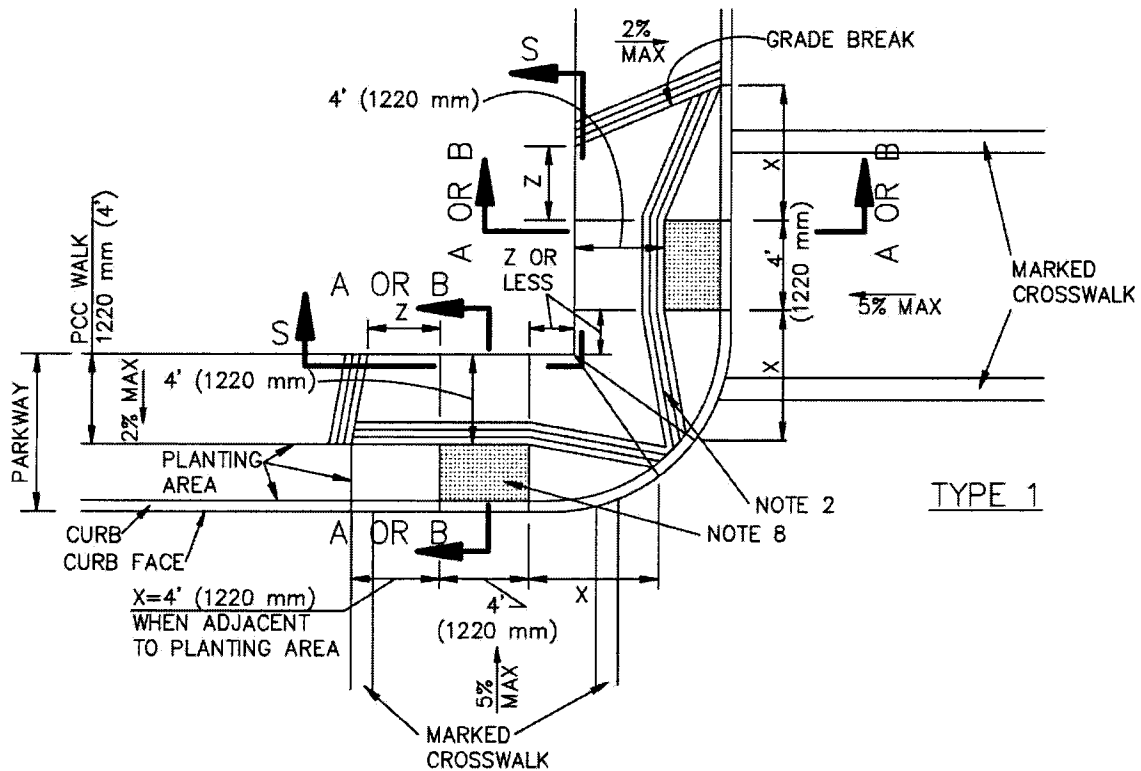
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 5 OF 10



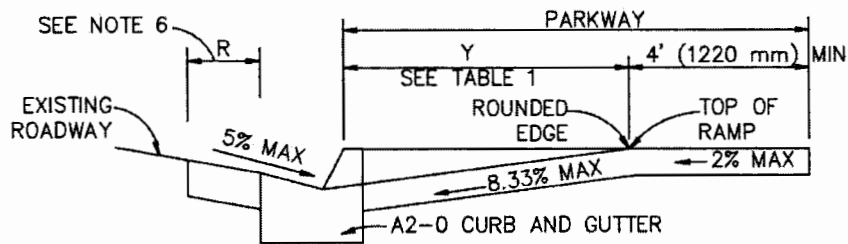
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

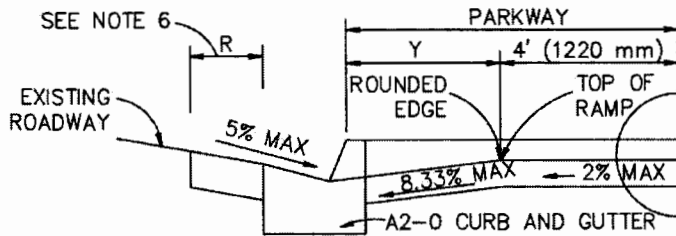
111-5

SHEET 6 OF 10



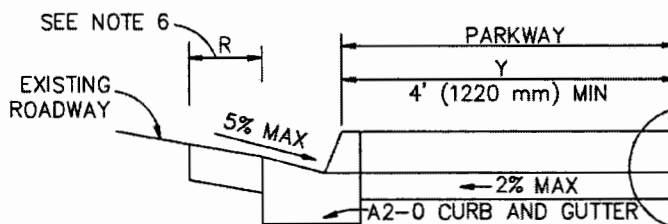
SECTION A-A

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



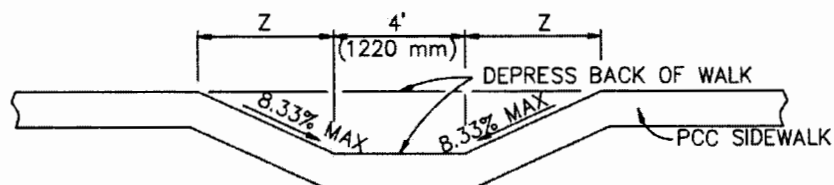
SECTION B-B

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

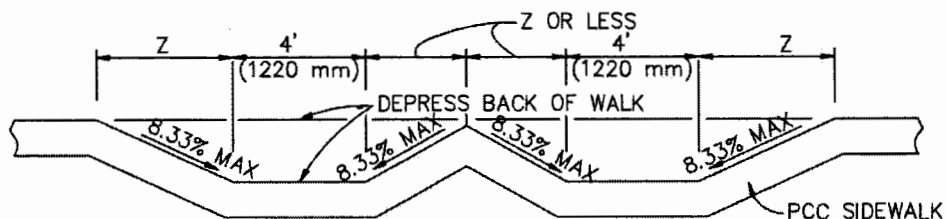


SECTION C-C

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



SECTION R-R



SECTION S-S

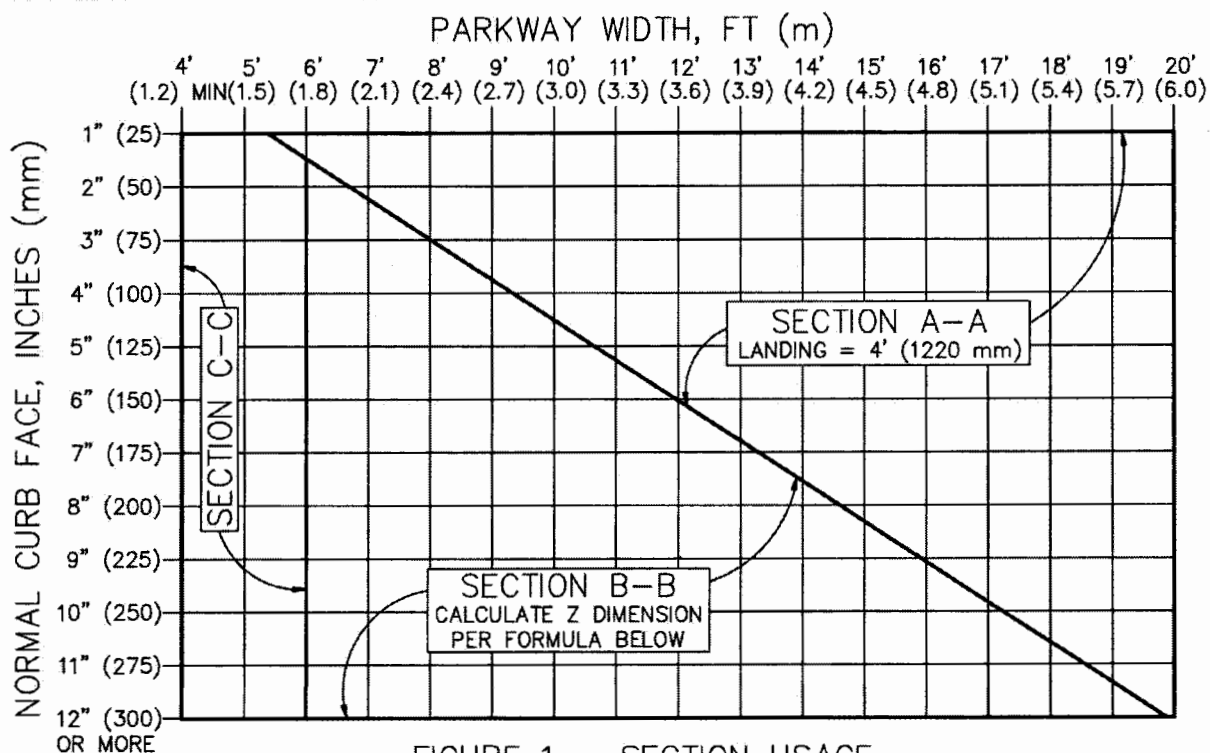


FIGURE 1 – SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

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

W = PARKWAY WIDTH

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

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

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

SEE SHEET 9 FOR STREET SLOPE
ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 – X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$X = CF / 8.333\%$

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

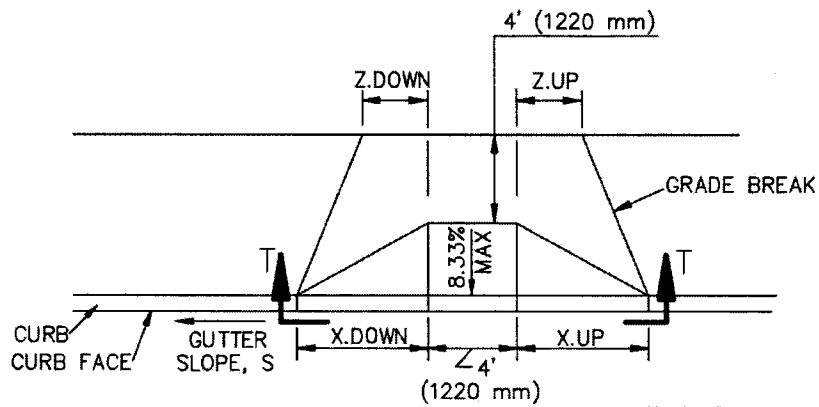
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

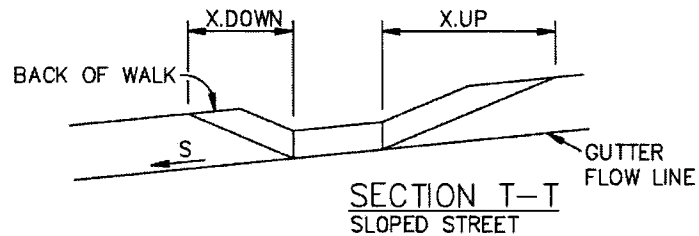
STANDARD PLAN

111-5

SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T-T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

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

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

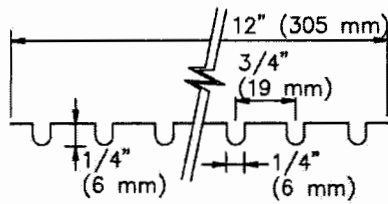
TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:

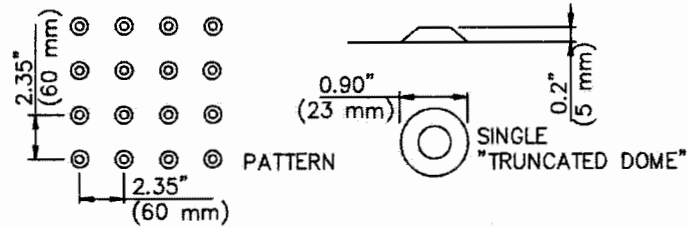
$$K.DOWN = 8.333\% / (8.333\% + S)$$

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

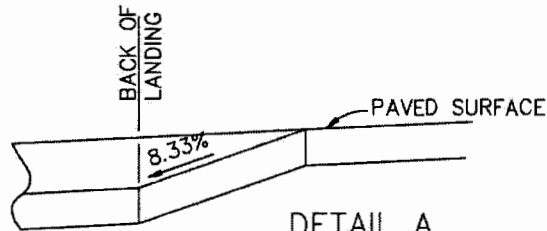
STREET SLOPE ADJUSTMENTS



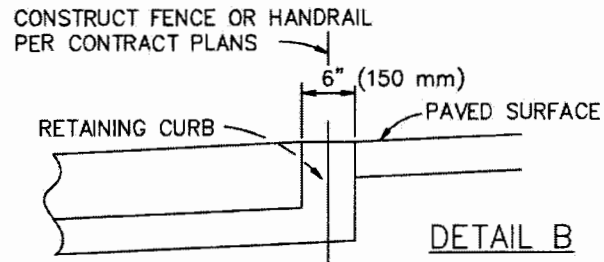
GROOVING DETAIL



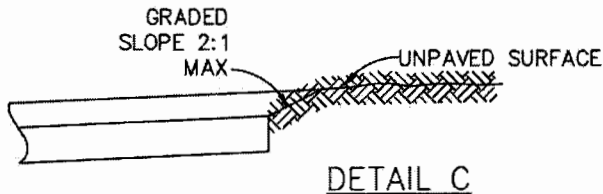
DETECTABLE WARNING DETAIL



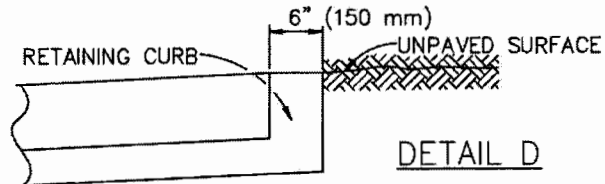
DETAIL A



DETAIL B



DETAIL C



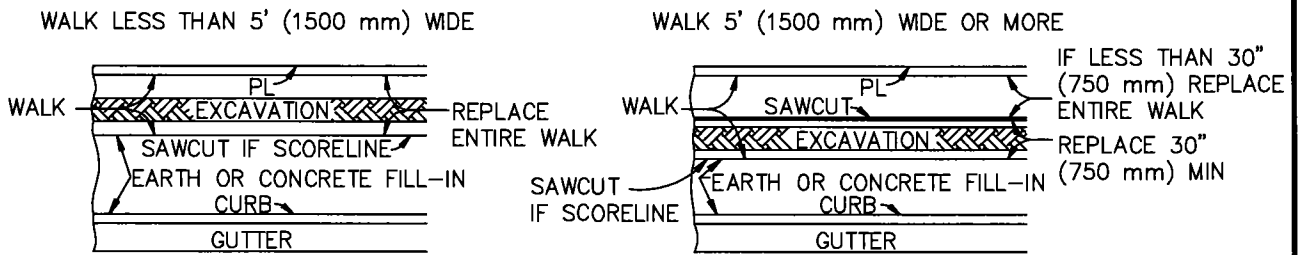
DETAIL D

GENERAL NOTES:

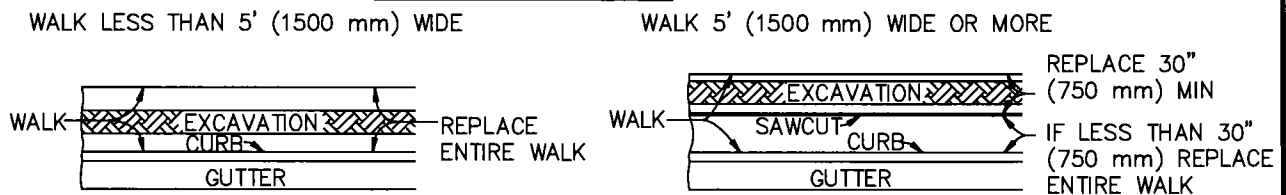
1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. $R = 3'$ (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. $\text{ANGLE} = \Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

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

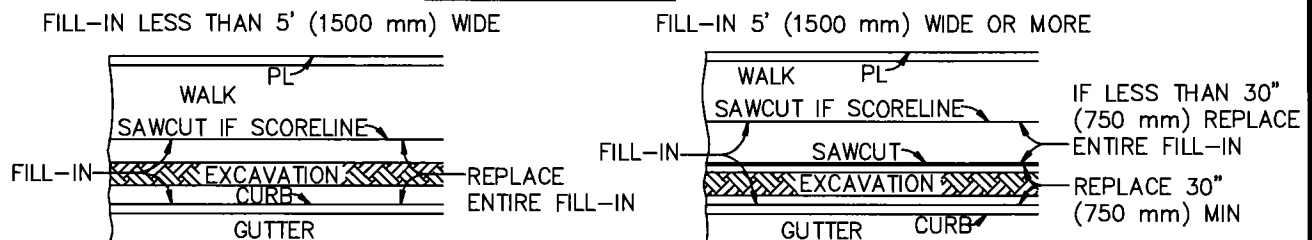
WALK ADJACENT TO PROPERTY LINE



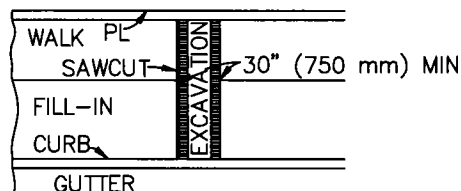
WALK ADJACENT TO CURB



FILL-IN REPLACEMENT



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



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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

SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

113-2

SHEET 1 OF 2

NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm).
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

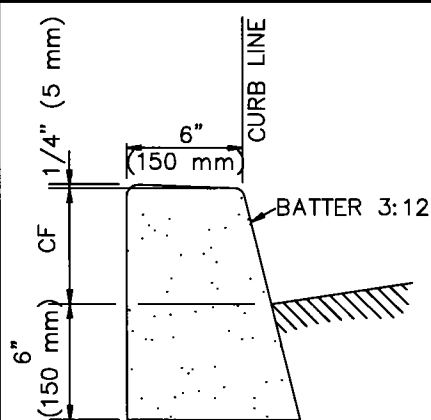
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SIDEWALK & DRIVEWAY REPLACEMENT

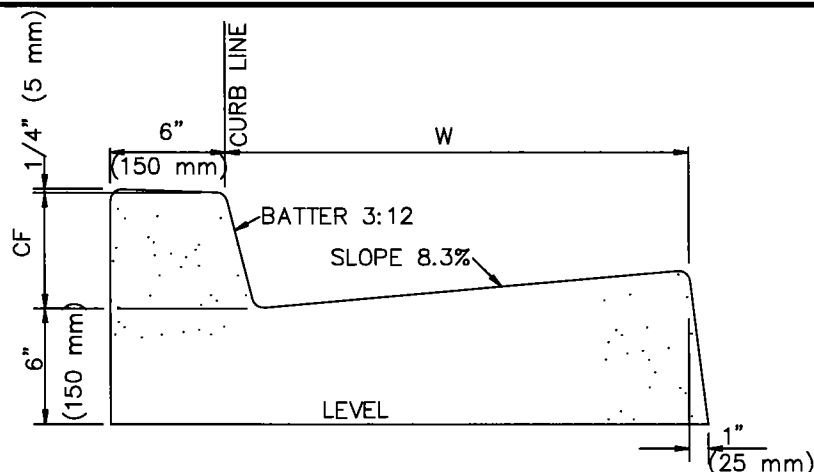
STANDARD PLAN

113-2

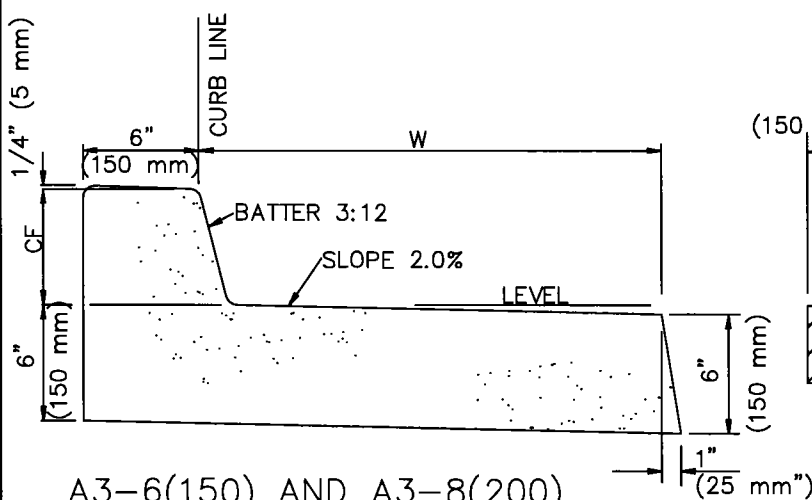
SHEET 2 OF 2



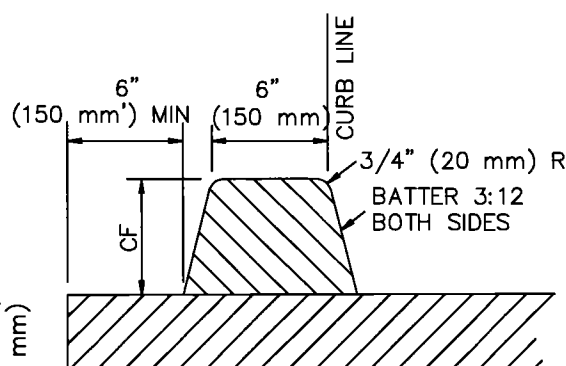
A1-6(150) AND
A1-8(200)



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



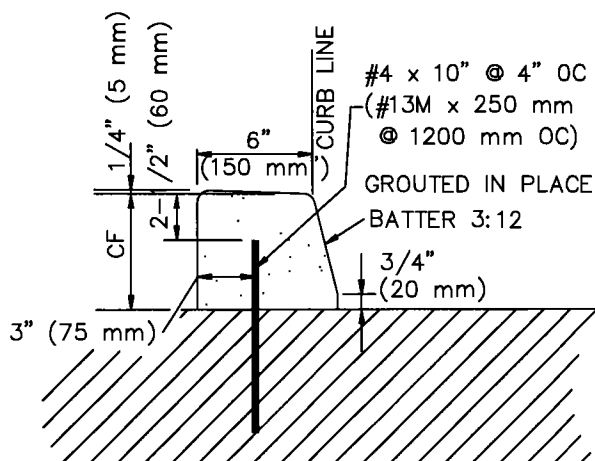
A3-6(150) AND A3-8(200)



D1-6(150) AND
D1-8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1-6(150) AND C1-8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

CURB AND GUTTER — BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

120-2

SHEET 1 OF 1

UTILITY CONTACTS:

CENCO REFINING CO.	(562) 944-6111
ORANGE COUNTY SANITATION DIST.	(714) 962-2411
PACIFIC BELL	(714) 666-5716
ROOSMOOR/LOS ALAMITOS SEWER DIST.	(562) 431-2223
SOUTHERN CALIFORNIA EDISON CO.	(562) 981-8205
SOUTHERN CALIFORNIA GAS CO.	(714) 634-3133
SOUTHERN CALIFORNIA WATER CO.	(714) 535-8010
TIME-WARNER COMMUNICATION	(714) 895-6886
UNDERGROUND SERVICE ALERT	(800) 422-4133
VERIZON	(704) 375-6719

ABBREVIATIONS

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

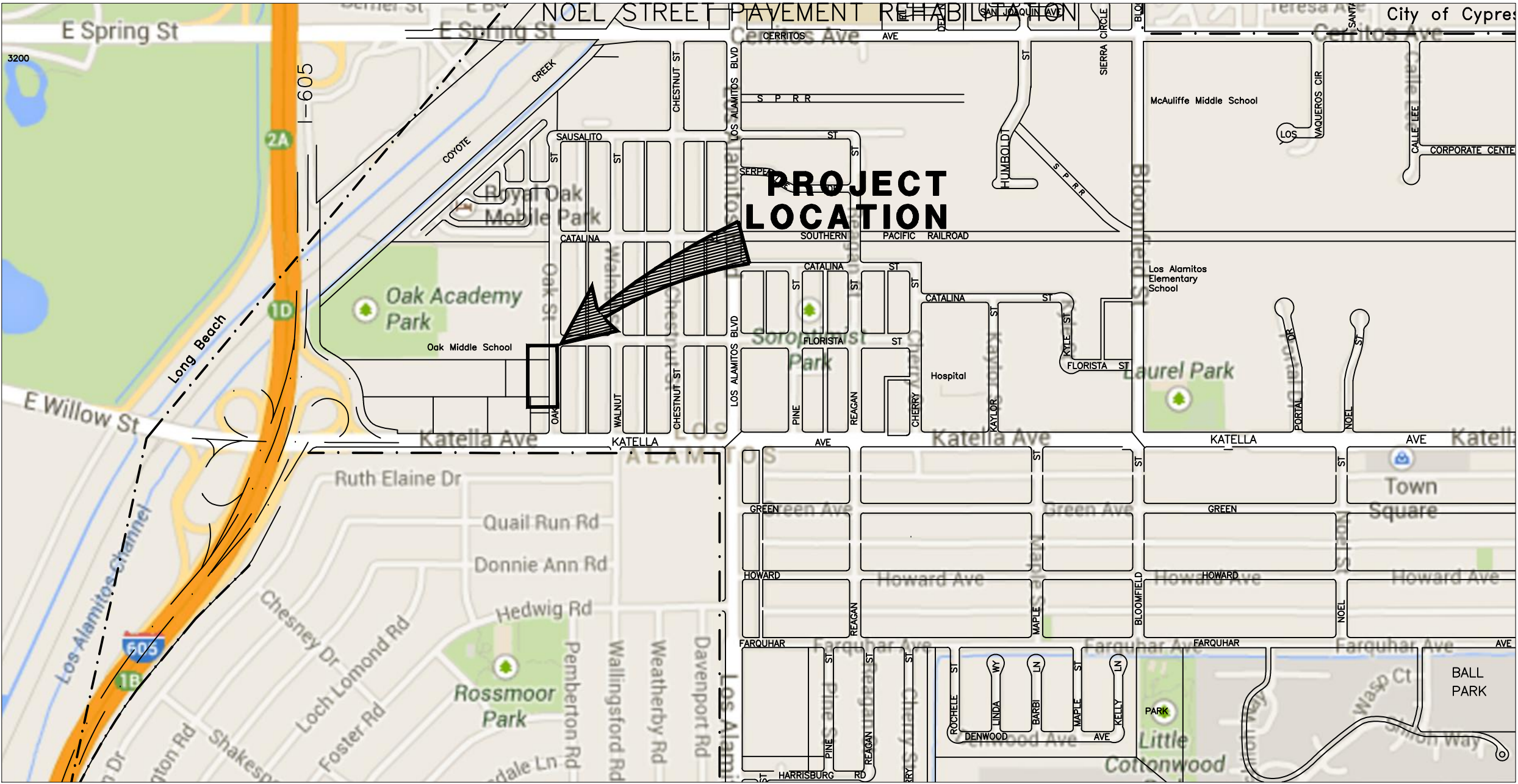


CITY OF LOS ALAMITOS

DEVELOPMENT SERVICES DEPARTMENT

COMMUNITY CENTER
ADA IMPROVEMENTS

CIP 19/20-05



VICINITY MAP

SCALE : N.T.S.

AGENCIES TO BE NOTIFIED:

- CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100
- LOS ALAMITOS POLICE DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255
- ORANGE COUNTY FIRE DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026
- LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547
- LOS ALAMITOS UNIFIED SCHOOL DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPPWC STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
- THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
- AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.

SIGNING AND STRIPING GENERAL NOTES:

- SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE PAINT, 2 COATS.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.

SHEET SCHEDULE

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2	IMPROVEMENT PLAN

REVISIONS

REFERENCES



NUMBER	DATE	INITIALS

APPV'D



DRAWN BY	AE
CHECKED BY	TP
DESIGNED BY	TP

APPROVED
City Engineer

DATE

2/4/2020
2/4/2020
2/4/2020

Date

CITY OF LOS ALAMITOS

COMMUNITY CENTER ADA IMPROVEMENTS

TITLE SHEET

SHEET 1 OF 2

COMMUNITY CENTER

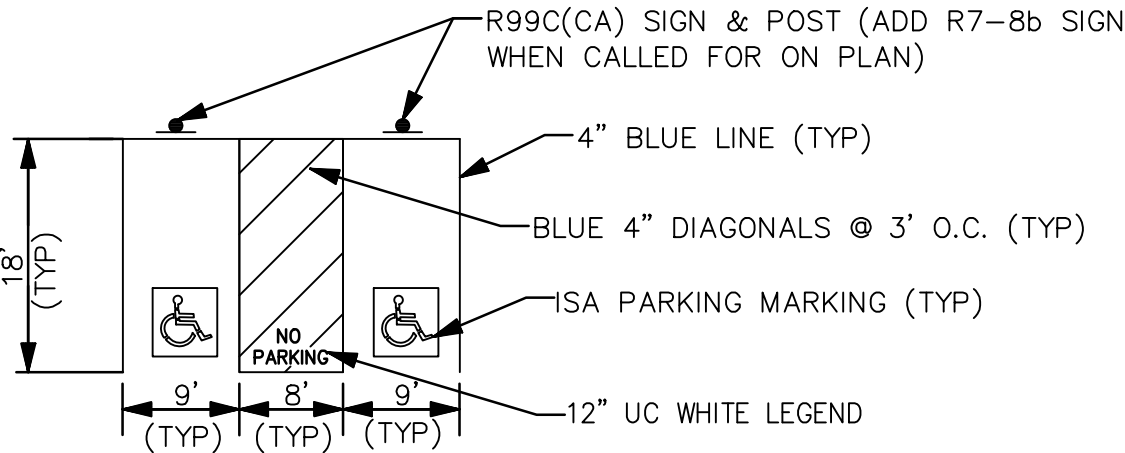
YOUTH CENTER

CONSTRUCTION NOTES

LEGEND:

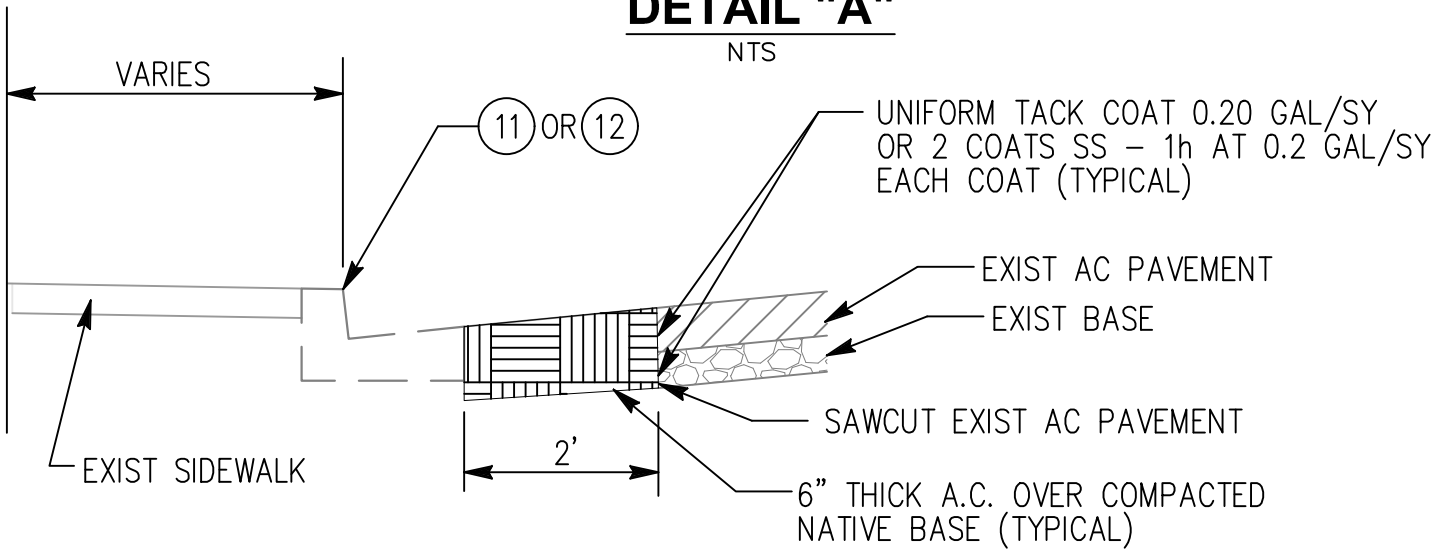
- PCC SIDEWALK
6" FULL DEPTH AC OVER
COMPACTED NATIVE

- (P) PROTECT IN PLACE
(R) REMOVE
(1) CONSTRUCT CASE B TYPE 1 CURB RAMP PER SPPWC STD PLAN 111-5
(2) REPAINT PARKING STALL STRIPING PER DETAIL "A"
(3) 4" BLUE STRIPE @ 45°, 3' O.C.
(4) CONSTRUCT VARIABLE HEIGHT CURB PER SPPWC STD PLAN 120-2
(5) CONSTRUCT CASE E TYPE 2 CURB RAMP PER SPPWC STD PLAN 111-5
(6) FURNISH AND INSTALL DETECTABLE WARNING SURFACE
(7) FURNISH AND INSTALL COMPLIANT WARNING SIGNAGE: R100B (CA) CALIFORNIA DISABLED PARKING TOW-AWAY SIGN - 24X24
(8) REMOVE EXISTING SIGN
(9) INSTALL SIGN R99C (CA) AND POST
(10) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN 113-2 TO MATCH EXISTING SIDEWALK. 2% MAX CROSS SLOPE.
(11) REMOVE EXIST AND CONSTRUCT CURB AND GUTTER PER SPPWC STD PLAN 120-2 TO MATCH EXISTING AND PER DETAIL B HEREON
(12) REMOVE EXIST AND CONSTRUCT 0" CURB FACE PER SPPWC STD PLAN 120-2 AND DETAIL B HEREON
(13) REMOVE EXIST AND CONSTRUCT 0" CURB FACE AND GUTTER (5% MAX) PER SPPWC STD PLAN 120-2
(14) REMOVE EXISTING AND CONSTRUCT 6" FULL DEPTH AC OVER 90% RELATIVE COMPACTED NATIVE BASE



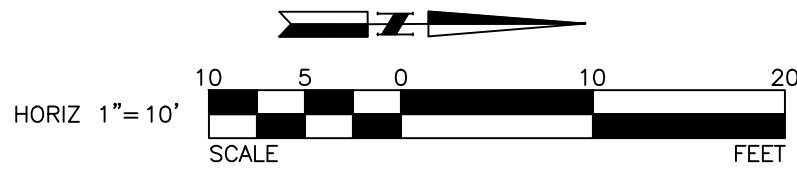
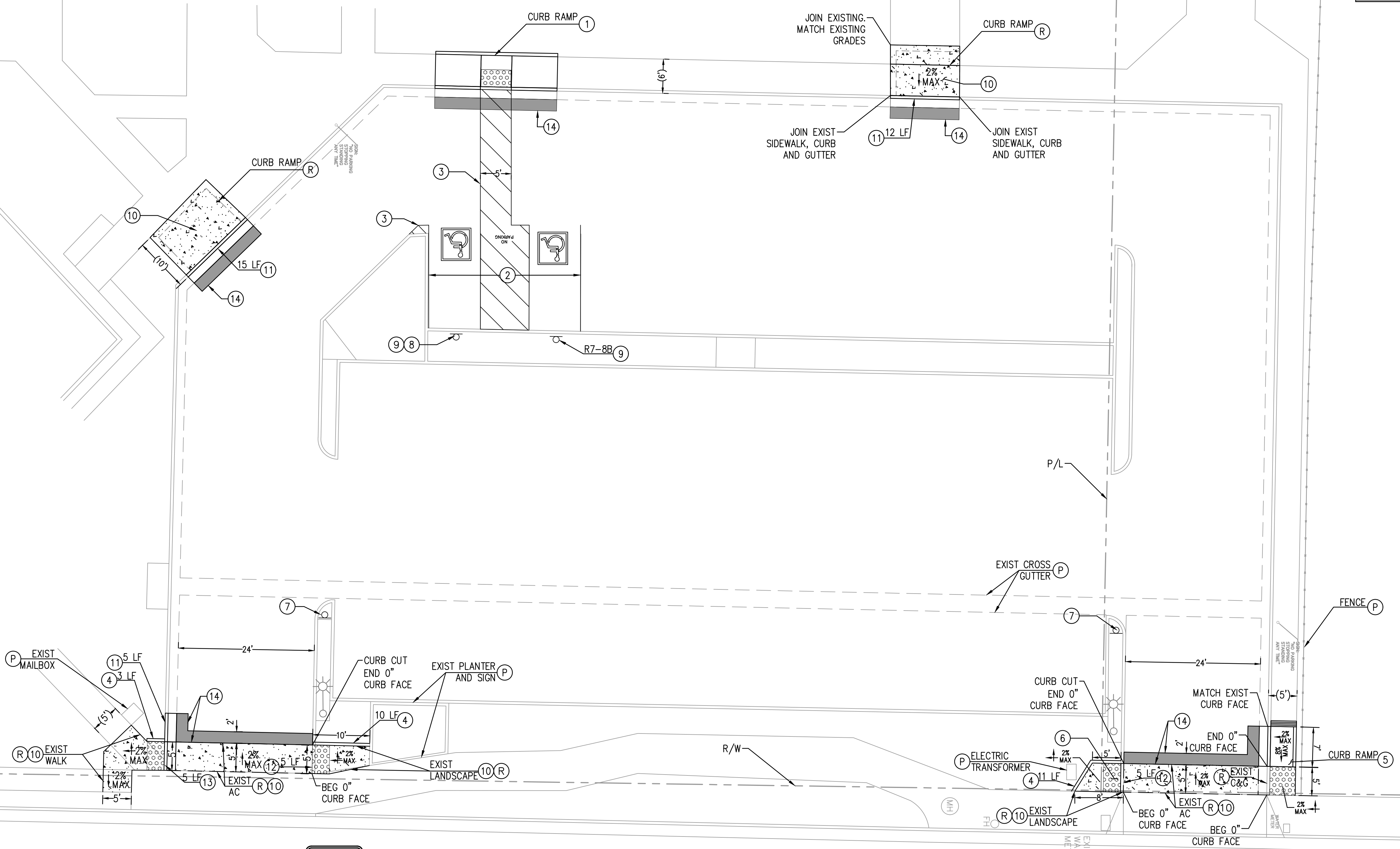
ACCESSIBLE PARKING STALL DETAIL

DETAIL "A"



CURB AND GUTTER REPLACEMENT

DETAIL "B"



REVISIONS

REFERENCES



CITY OF LOS ALAMITOS

COMMUNITY CENTER ADA IMPROVEMENTS

IMPROVEMENT PLAN

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 18, 2020

ITEM NUMBER: 10G

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

Presented By: Leslie Roseberry, Interim Development Services Director

Subject: Approval of Request for Proposals (RFP) 2020-01 for Tree Maintenance Services

SUMMARY

This item recommends action to facilitate the solicitation of bids for contractual services for the maintenance, removal, online inventory and replacement of trees within the City's community forest.

RECOMMENDATIONS

1. Approve the Request for Proposals (RFP) 2020-01 for the maintenance, removal, online inventory, and replacement of trees within the City's community forest.
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos has approximately 2,596 street, park and parkway trees comprising its community forest. In order to provide the best possible tree care to maintain the City's community forest at an acceptable level, staff prepared a Request for Proposals (RFP) to seek proposals from qualified contractors to provide annual services for maintenance, removal, online inventory and replacement of trees (as needed).

DISCUSSION

RFP 2020-01 is intended to solicit bids for annual tree maintenance services within the City. Once executed, the contract will be conditioned to run for one year from the established date, with the possibility of three (3) – one (1) year extensions by mutual agreement.

The following is an approximate timeline for awarding of the contract related to Tree Maintenance Services:

- February 18, 2020 Approval of Request for Proposals (RFP 2020-01)
- February 26, 2020 Advertise RFP
- March 18, 2020 Deadline for Submittals
- April 20, 2020 Award of Contract

FISCAL IMPACT

There is no cost associated with issuing an RFP. The funding for this project was included in the FY 2019/2020 Capital Improvement Program for \$50,000 in account 20-570-5501.1301. Additional funding of \$12,000 is established in the annual Parks Maintenance Budget in account 10-543-5271.

Submitted by: Leslie Roseberry, Interim Development Services Director
Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director
Approved by: Chet Simmons, City Manager

Attachment: 1. Request for Proposals (RFP) 2020-01 Tree Maintenance

City of Los Alamitos



Request for Proposal (RFP) 2020-01 Tree Maintenance Services

FOR

Development Services Department

Attn: Leslie Roseberry
Interim Development Services Director
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 211
(562) 493-1255 Fax
Email: lroseberry@cityoflosalamitos.org

Deadline/Bid Opening Date:
Must be received by 2:00pm
Thursday, March 18, 2020

RFP Available at <http://www.cityoflosalamitos.org>

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TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A

**REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

NOTICE INVITING PROPOSALS

CITY OF LOS ALAMITOS Development Services Department



NOTICE OF REQUEST FOR PROPOSALS

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 2:00 PM on Thursday, March 18th, 2020, as follows:

Tree Maintenance Services

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR FLEET MAINTENANCE SERVICES. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of: annual services for maintenance, removal and replacement of trees, as needed within the City's Community forest.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

City of Los Alamitos
Leslie Roseberry
Interim Development Services Director
3191 Katella Avenue
Los Alamitos, CA 90720

SECTION B

**REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

One (1) original and one (1) Microsoft Word digital version of the Proposal must be submitted in a sealed envelope and submitted to the following address:

**City of Los Alamitos
Attn: Leslie Roseberry
Interim Development Services Director
3191 Katella Avenue
Los Alamitos CA 90720**

Proposers are solely responsible for ensuring their Proposal is received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of Proposals shall be made at the office specified in this REQUEST FOR PROPOSALS. All Proposals shall become the property of the City. Late Proposals will not be accepted and will be returned to the Proposer unopened.

PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.

It is imperative that all Contractors responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposal should be concise and be able to properly convey all information.

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 REQUEST FOR PROPOSAL (RFP) 2020-01 TREE MAINTENANCE SERVICES. DO NOT OPEN WITH REGULAR MAIL”

SECTION C

**REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL INFORMATION AND DOCUMENTS

BACKGROUND

The City of Los Alamitos is soliciting Requests for Proposals from qualified firms to provide annual services for maintenance, removal and replacement of trees, as needed within the City's Community Forest. The City is comprised of approximately 2,476 street and park trees.

The purpose of this maintenance Professional Services Agreement is to provide the City of Los Alamitos with the best possible tree care to maintain the City's Community Forest at a level expected by the City's residents, City Council, City Staff, and visitors to the community. The selected firm will work closely with City staff to ensure the most appropriate care and maintenance of the City's Community trees with sensitivity to the City of Los Alamitos, its residents and visitors.

It is the intent of the City to award a Professional Services Agreement in form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual budget, an annual agreement amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Community.

This work consists of preventative maintenance and repair services as specified in the scope of services and/or Requests for Proposal.

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Los Alamitos is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "facility" as used hereinafter shall be understood to mean the location receiving the service. The use of the words "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

1. SCOPE OF SERVICES

- A. It shall be understood that the Contractor will be required to perform and complete the proposed landscape and/or tree maintenance work in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor shall be required to perform the following tree maintenance activities at various sites throughout the City:

1. Tree trimming
 2. Tree removal
 3. Stump Grinding
 4. Tree planting
 5. Clean up and disposal and/or recycling of generated green waste
 6. Root pruning and root barrier installation
 7. On-line tree inventory and management
 8. Small tree care
 9. Emergency on-call services
 10. Certified Tree Arborist Services
- B. Contractor shall submit a recommended annual pruning program based upon a three (3) year, street tree pruning cycle. Proposals shall provide suggested time schedules, personnel and vehicles that would be required to complete the annual pruning schedules. Depending on the City's current and future pruning needs the recommended pruning schedule may require multiple crews to perform concurrently.

2. PROJECT EXPECTATIONS

This work consists of tree trimming for traffic clearance, palm trimming, and/or trimming and shaping of trees as specified in the contract scope of work and/or Requests for Proposal. All pruning methods shall comply with the ISA and ANSI Standards.

A. Definitions

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Los Alamitos is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

This work consists of tree trimming for traffic clearance, palm trimming, and/or trimming and shaping of trees as specified in the Professional Services Agreement scope of work and/or Requests for Proposal. All pruning methods shall comply with the ISA and ANSI Standards.

B. Work Quality

1. All tree trimming shall comply with good arboreal practice for the particular species of trees being trimmed. The Contractor shall be consistent with the pruning standards as adopted by the International Society of Arboriculture, ANSI A-300 Part 1) 2008 accompanied by Best Management Practices, Tree Pruning (Revised 2008). The Contractor shall also meet the requirements of the American National

Standards, ANSI-Z133.1-2008 entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the Tree Care Industry Association, Inc. at 136 Harvey Road – Suite B101-110, Londonderry, NH 03035.

2. Designated City staff shall determine if the Contractor has met all trimming requirements and payment shall not be made for trimming that is not in accordance with the above standards. The Contractor shall be deemed in agreement default, if they consistently fail to comply with the aforementioned standards.

C. Standards

1. Prior to beginning the work, the Contractor shall review with the designated City staff the various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree trimming shall include, but not be limited to, accepted pruning activities.
2. Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the Public Works Superintendent for determination of the appropriate course of action.
3. The use of “lopping shears” shall be specifically approved by the Designated City staff.
4. Daily tree trimming operations shall commence no earlier than 8:30 AM and shall be completed each day no later than 5:00 PM.
5. Limbs one inch (1”) in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1’) to two feet (2’) from the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one-inch (1”) to three inches (3”) further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3 ½”) or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the Public Works Superintendent. All debris resulting from tree trimming operations shall be removed from the work site on a daily basis.
6. Removal of all vines entwined in the tree or around its trunk, and the removal of sucker growth on tree trunks is required on all trees.

D. Tool Sanitation

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach

solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

E. General Trimming and Shaping of Conifers

1. Two basic classes of conifers can be found in Los Alamitos, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, no more than thirty percent (30%) of the live foliage may be removed.
2. Contractor shall avoid damaging the central leader on all conifers. In specific cases the designated City staff may direct the Contractor to remove the central leader in an effort to limit the height of specific trees.
3. At the time of pruning, the designated City staff shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
4. To control the growth of large, mature conifers, Contractor shall be required to prune the new growth of lateral limbs.
5. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

F. General Trimming and Shaping of Broadleaf Trees

Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the Public Works Superintendent and in accordance with the following:

1. Cuts to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) but no more than fifty percent (50%).
2. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
3. Stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

G. General Trimming and Shaping of City Trees:

1. The objective is to control canopy size and basic structure while maintaining an aesthetically pleasing appearance.
2. City trees in the business districts shall be pruned on an annual cycle. The objective is to prune the trees in a manner that will provide clearance for business signs and storefronts while maintaining the natural shape and beauty of individual street trees. Contractor shall be required to meet the schedule requirements as outlined in the Professional Services Agreement requirements and make every attempt possible to reduce the impact on businesses and business patrons during the course of pruning activities.
3. City trees in residential neighborhoods shall be pruned on a tri-annual cycle. The objective shall be to prune the trees in a manner that will provide sunlight for private landscapes, and buildings or homes while maintaining shade over the streets and sidewalks.

H. Trimming for Traffic Clearances

Tree trimming for traffic clearances shall provide clearances of at least fourteen feet (14') and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the Public Works Superintendent and conform to the following:

1. The maximum clearance under trees within the street right-of-way shall be sixteen feet (16') over the traveled road, and ten feet (10') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
2. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
3. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

I. Trimming Palm Trees.

Palm tree trimming shall consist of the removal of all dead fronds, dead frond sheaths, fruit clusters and other vegetation from the trunks of all palms listed in the Agreement Project Requirements in a manner selected by the Contractor and approved by the designated City staff, and in accordance with the following:

1. Dead fronds, and parts thereof, including stubs, shall be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked

from the ground to approximately twenty-four to thirty-six inches (24" – 36") from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) shall be left in place within a span of at least eighteen inches (18") but no greater than thirty-six inches (36").

2. Only the full, green, undamaged fronds shall remain at the crown of the tree. The Contractor shall be required to remove and dispose of any fallen or hanging fronds for a period of thirty (30) days after completion of the Professional Services Agreement.
3. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the designated City staff. The Contractor shall be required to use an aerial tower with a height reach of one hundred feet (100') for the purpose of trimming City Palm trees.
4. *Trachycarpus fortunei*, *Chamaerops humilis*, and *Phoenix roebeleni* species as well as other palm trees having a trunk height not more than eight (8) feet above the ground shall be trimmed but not slicked.

J. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, pruning, re-staking when necessary. The maintenance of small trees shall begin as soon as each individual tree has been planted by the Contractor. This work shall continue until the tree has been in the ground for a period of one year. If the tree dies to what is determined negligence on the Contractor's part, it shall be replaced at Contractor's expense.

K. Utility Line Clearance

During the course of this Professional Services Agreement, the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine trimming activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Professional Services Agreement. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

L. Tree Removals

1. During the course of trimming activities for a specified street, Contractor shall notify the Public Works Superintendent of any trees which may be dead, hazardous, or in need of removal for any reason. The Public Works Superintendent shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.
2. All wood from removed trees is the property of the City and shall be disposed of at the direction of the designated City staff. No wood shall be left along public right-of-way unless approved by the Public Works Superintendent. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.
3. Contractor shall be required to call Underground Alert at least two (2) days before stumps are to be ground out. All tree stumps must be removed to at least eighteen (18) inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and one half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.
4. Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal. All stumps are to be ground within forty-eight (48) hours of tree removal. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2) inches above normal ground level unless a new tree is to be planted in the same location and clean fill dirt will be required as a backfill. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

M. Pest Control

The City may periodically require the Contractor to treat for insects or disease. Treatment will be done only when specifically requested by the designated City staff, and shall be made in the form of soil injections. Contractor shall be required to provide the City with a written recommendation provided by a State Licensed Pest Control Advisor.

N. Crew Rental Services

Contractor shall provide a minimum standard crew of three (3) persons, one (1) chipper truck, one (1) chipper, one (1) aerial tower truck and all necessary saws and hand tools.

Crew complement should also be capable of modification in order to perform miscellaneous tree care tasks. The Public Works Superintendent shall provide a description of the work and recommended tools required to complete the assignment in an efficient and timely manner.

O. Emergency Response Service

1. The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.
2. Contractor shall be required to provide twenty-four (24) hour emergency phone numbers and the names of at least five (5) individuals upon award of Professional Services Agreement. Should the contact persons or their phone numbers change during the course of the Professional Services Agreement, those changes shall be submitted to the City within two (2) working days.
3. Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.
4. Work performed under the emergency provision of this Professional Services Agreement shall be paid for on a “crew hour” basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

P. Traffic Control

1. Contractor shall be required to supply the necessary equipment to provide adequate traffic control measures during tree trimming operations. This shall include but not be limited to high visibility arrow boards where appropriate. The contractor must abide by the most current edition of the Work Area Traffic Control Handbook, or W.A.T.C.H. manual, for traffic control. The City, prior to use, must approve all traffic control measures.
2. Tree trimming operations may be conducted on one side of the street at a time and at no time may streets be closed unless authorized, in advance, by designated City staff. During all tree trimming operations, adequate provisions shall be made by the Contractor to accommodate normal traffic flow over public streets. Means of ingress and egress shall be provided for occupants of adjacent property with convenient access to driveways, buildings, businesses or private residences. Pedestrian traffic shall be accommodated on adjacent sidewalks.

3. Contractor shall be required to provide and maintain barriers, guards, and lights whenever and wherever necessary in order to effectively protect the public from the dangers associated with the tree trimming operations. Contractor shall be required to post proper notices and signals for the public regarding detours and the conditions of work currently in progress.

Q. Public Noticing of Tree Trimming Operations

1. Contractor shall be required to notify residents and/or businesses of scheduled tree trimming operations at least seven (7) calendar days prior to the work being performed. Notifications shall be made in the form of door hangers, or letters mailed through the US Postal system.
2. City approved “No Parking” signs shall be posted on individual trees scheduled for trimming twenty-four (24) hours prior to the work being performed. Signs shall be taped or tied and not nailed or stapled to the trees.

R. Disposal of Debris

All brush generated from tree trimming operations shall be recycled where practical.

S. Green Waste Report

Green waste that is transported to an offsite facility for grinding into mulch shall be documented and submitted to the designated City staff on a monthly basis. Weight slips shall be required as proof of disposal and shall be included in the monthly Green waste Report.

T. Wood Chips

Chips generated from trimming operations within the City of Los Alamitos may be dumped and spread at a City designated site. At the direction of the designated City staff, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped and spread in specified locations in the City.

U. Milling

At the direction of the designated City staff, large tree trunks, which meet proper specifications, will be required to be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the proposal.

V. Invoice

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to: a list of each street where trimming operations took place; the address of each individual tree trimmed; the species and its current condition; and the height, trunk diameter, and canopy spread of each individual tree that was trimmed. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.

W. Inspections

1. Designated City staff shall be furnished with every reasonable facility for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work.
2. Each week, the Contractor shall be required to submit a complete working schedule of all tree maintenance operations including but not limited to trimming, planting, removals, stump grinding and watering.
3. Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this document. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.
4. Any work found to be unacceptable will be noted in writing. Upon receipt of notice these deficiencies; the Contractor shall make a reasonable good faith effort to correct the deficiencies within ten (10) calendar days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or terminate the Professional Services Agreement.

X. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
4. A reasonable doubt that the Professional Services Agreement can be completed for the balance unpaid.

Y. Minor Modifications and/or Additional Work

1. The City may modify these specifications with the joint approval of the Contractor and the City of Los Alamitos. All modifications shall be in writing.

2. In the event that the City of Los Alamitos should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price as listed.
3. Additional work may be added to the Professional Services Agreement work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this proposal.
4. The Contractor must be willing to provide a competitive price for additional work that may be added to the Professional Services Agreement. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within two (2) hours of receipt of the call.

3. PROPOSAL REQUIREMENTS

- A. Award will be made to the firm who best meets the City's requirements for the all criteria described in this document. All firms submitting proposals must hold a valid State California C-27 and a C-61/ D49 Contractor's License. Both licenses must be in good standing for the previous 7 consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.
- B. Proposals shall include OSHA certification of all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection reports for equipment to be used throughout the term of this project. Both of these provisions shall be provided with the submission of proposals.
- C. Proposals shall include a list of all key persons that will be supervising, scheduling and/or performing the work outlined in the Professional Services Agreement. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of an on-site Supervisor who shall be an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by proper authorities.
- D. The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the Professional Services Agreement, which may be delivered to said party or his representatives on the work.

- E. Proposals shall include a list of at three (3) similar and separate Southern California municipal multi-year tree maintenance Professional Services Agreements, which have successfully concluded within the last five (5) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with submission).

4. ADDITIONAL CONSULTANT RESPONSIBILITIES

The consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement.

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and the project site. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

5. TERM

The term of the agreement is for three (1) year contract with an additional three (3) optional one-year extensions by mutual agreement. An annual CPI increase is included after the third year of service, subject to a maximum increase of 2.5%.

6. PROPOSAL REQUIREMENTS

Award will be made to the firm who best meets the City's requirements for the all criteria described in this document. All firms submitting proposals must hold a valid State California C-27 and a C-61/ D49 Contractor's License. Both licenses must be in good standing for the previous 7 consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

- D. Proposals shall include OSHA certification of all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection reports for equipment to be used throughout the term of this project. Both of these provisions shall be provided with the submission of proposals.

- E. Proposals shall include a list of all key persons that will be supervising, scheduling and/or performing the work outlined in the Professional Services Agreement. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of an on-site Supervisor who shall be an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by proper authorities.
- F. The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the Professional Services Agreement, which may be delivered to said party or his representatives on the work.
- G. Proposals shall include a list of at three (3) similar and separate Southern California municipal multi-year tree maintenance Professional Services Agreements, which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with submission).

8. SUBMITTAL

Firms wishing to have their proposals considered for this project shall submit the following:

A. A Statement of firm's qualifications applicable to this project, including the following:

1. State of California Contractor's License number and expiration date.
2. Names, qualifications and proposed duties of staff to be assigned to this project. The firm shall identify at least two (2) ISA Certified Arborists who will be responsible for providing project management for the duration of the project as well as a full-time English speaking Site Supervisor, who is an ISA Certified Arborist, capable of communicating with any City representative and be authorized to act on behalf of the firm.
3. List of staff qualifications including certifications, specialists, and licenses.
4. Technical ability and experience similar in scope to this project. References to include contact names and telephone numbers.
5. Statement of past project disqualification(s) and litigation.
6. Letters of Reference.

B. Detailed Proposal including pricing.

C. A written description of the firm's plan to report green waste generated and the method for its disposal.

D. A written statement describing the firm's ability to acquire and purchase trees for the City's Community Forest. Also describe the facility, where the trees are to be stored.

E. Completed 'Attachment A' – pricing sheet.

One (1) original and five (5) copies of the proposal must be submitted no later than 2:00 p.m., March 18, 2020. It is the sole responsibility of the proposer to insure that their proposal is received by the deadline. Postmarks and/or faxes are not acceptable. Proposals must be titled "RFP for Tree Maintenance Services". Proposals must be submitted to:

Leslie Roseberry
Interim Development Services Director
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Questions related to this Request for Proposals may be referred to the Management Analyst at 562-357-4514. Proposals not received on or prior to the date and time specified will not be considered.

9. SELECTION CRITERIA

The process will adhere to the current City of Los Alamitos policies for the award of Professional Services Agreements. Each proposal will be evaluated based on firm qualifications and the required submittals. Firm selection will be made by utilizing the criteria described in this document. Each firm will be evaluated on their qualification submissions. All respondents will be notified as to the results of this evaluation. The evaluation criteria used in the selection process includes, but is not limited to, the following:

A. Quality & Completeness of Proposal

1. Relevance & Conciseness of Proposal and Statement of Qualifications.
2. Work Statement and Quality Control Plan.

B. Corporate Capability

1. Qualifications and experience of staff.
2. Quantity and types of equipment.
3. Internal training program for employees.
4. Green waste recycling capabilities.
5. Experience in the management of electronic tree inventory databases.

C. Pruning Program

1. Ability to recommend and meet Project Schedules.

D. Reference Evaluation

1. Quantity and Quality of work previously performed.
2. References: Names and Numbers provided.

E. Fee Schedule

1. The firm's current Fee Schedule.

10. CLARIFICATION OF SPECIFICATIONS

If any respondent, prior to submitting their proposal should find any discrepancies and/or omissions from the specifications or other Professional Services Agreement documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City of Los Alamitos Public Works Superintendent for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the City receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or

points requiring clarification in these documents, a written addendum will be mailed to each person to whom a proposal has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to respondents in any manner other than the aforementioned written addendum.

**CITY OF LOS ALAMITOS
TREE MAINTENANCE SERVICES
ATTACHMENT '1'
BID SCHEDULE A**

1. GRID OR ANNUAL TREE PRUNING:

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, cleaning and light thinning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to assess, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

Small, Medium & Large Trees	Per tree	\$ _____
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2. FULL PRUNE BASED ON SERVICE OR SPECIAL REQUESTS:

Trees requiring service prior to their regularly scheduled grid or annual prune to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

0"-6" dbh	Per tree	\$ _____
7"-12" dbh	Per tree	\$ _____
13"-18" dbh	Per tree	\$ _____
19"-24" dbh	Per tree	\$ _____
25"-30" dbh	Per tree	\$ _____
31" dbh & over	Per tree	\$ _____
Washingtonia Robusta	Per tree	\$ _____
Phoenix Canariensis	Per tree	\$ _____
Palm Tree Skinning	Per tree	\$ _____

3. CLEARANCE PRUNE:

Trees will be raised to a standard height established by the City for the purpose of creating adequate room for utility vehicles, paving equipment, pedestrian traffic, clearance for buildings and signs in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance prunes are performed on a grid system or on a street-by-street basis.

Small, Medium & Large Trees	Per tree	\$ _____
--	-----------------	-----------------

4. TREE & STUMP REMOVAL:

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to contractor. Contractor calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled; as well as all debris cleaned up and hauled away.

Tree and stump removal	Per dbh inch	\$ _____
Tree and stump removal over 30"	Per dbh inch	\$ _____
Tree removal only	Per dbh inch	\$ _____
Tree removal only over 30" dbh	Per dbh inch	\$ _____
Stump removal only	Per dbh inch	\$ _____

5. TREE PLANTING:

Planting includes the tree, root barrier (when required by specifications), stakes, ties, and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as-needed. Contractor will guarantee the life of the tree for a period of ninety days (90), excluding vandalism and extreme weather conditions.

15 gallon tree with root barrier	Per tree	\$ _____
15 gallon tree without root barrier	Per tree	\$ _____
24 inch box tree with root barrier	Per tree	\$ _____
24 inch box tree without root barrier	Per tree	\$ _____

6. CREW RENTAL:

The standard crew is three (3) men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or pruning specific trees requiring immediate attention prior to their scheduled prune.

Per hour **\$** _____

7. EMERGENCY RESPONSE:

Contractor will respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within (2) hours from the time of notification from the City. The crew will do what is necessary to render the hazardous tree or tree-related condition safe.

Per hour **\$** _____

8. ON-LINE TREE INVENTORY:

Contractor will provide an on-line tree inventory database. The inventory shall be updated annually by the Contractor and a report generated and submitted to the Public Works Superintendent.

Lump Sum \$ _____

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.

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

(Company Name of Bidder)

(Date)

SECTION D

REQUEST FOR PROPOSAL (RFP) 2020-01 TREE MAINTENANCE SERVICES 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

REQUEST FOR PROPOSAL (RFP) 2020-01 TREE MAINTENANCE SERVICES IN THE CITY OF LOS ALAMITOS, CALIFORNIA

REQUEST FOR PROPOSAL (RFP) 2020-01 TREE MAINTENANCE SERVICES (“AGREEMENT”) is made and entered into for the above-stated project this _____, 2020, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and **CONTRACTOR**, 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 REQUEST FOR PROPOSAL (RFP) 2020-01 TREE MAINTENANCE SERVICES, 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 **AMOUNT** 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:

CONTRACTOR:

CITY OF LOS ALAMITOS

3191 Katella Avenue

Los Alamitos, CA 90720

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:

CONTRACTOR

President

Contractor's License No. XXXXXX

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

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Richard 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

**REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to CONTRACTOR 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 **AMOUNT** which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

Contractor*

CONTRACTOR

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

**REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS that **CONTRACTOR** hereinafter referred to as “CONTRACTOR” as PRINCIPAL, and, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the “AGENCY” in the sum One-Hundred and Sixty Thousand, One-Hundred Six and Zero Cents (\$160,106.00), 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: REQUEST FOR PROPOSAL (RFP) 2020-01 TREE MAINTENANCE SERVICES, which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

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

Contractor*

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
REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
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 _____, 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 AMOUNT 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*

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: _____

(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

**REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
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

REQUEST FOR PROPOSAL (RFP) 2020-01 TREE MAINTENANCE SERVICES 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: February 18, 2020

ITEM NUMBER: 10H

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

Presented By: Leslie Roseberry, Interim Development Services Director

Subject: Approval of Amendment No. 1 with Citywide Auto Care for Annual Fleet Maintenance

SUMMARY

This item provides a basis for continuing services with Citywide Auto Care to provide annual preventative maintenance and repair to all City owned vehicles for one additional year. The current Professional Services Agreement (PSA) expires on April 15, 2020, but can be extended for one year at the City's option.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 1 of the Professional Services Agreement with Citywide Auto Care.

BACKGROUND

The City of Los Alamitos currently has an active fleet of 29 vehicles, which primarily serve Police, Public Works and Recreation operations. Since 2017, the City no longer completes maintenance of city vehicles other than minor items, such as oil changes and tire rotation and replacement. In previous years, the City has relied upon fleet maintenance being performed as follows:

- Dealership conducts warranty work on vehicles under warranty.
- Local auto repair shops complete as needed repairs and emergency repairs.
- Contract with mobile vehicle repair company (Managed Mobile) for repairs and preventative maintenance.

DISCUSSION

Citywide Auto has been providing fleet maintenance services to the City of Los Alamitos since 2019 through a Professional Service Agreement (PSA). The PSA expires on April 15, 2020 but can be extended for up to two additional one-year terms at the City's option. Staff has been satisfied with the service provided by Citywide Auto Care.

FISCAL IMPACT

There is sufficient funding in the Fiscal Year 2019-2020 Vehicles and Equipment Internal Services Fund budget (Account Nos. 50-546-5275, 5276, 5277 and 5278). The budget reflects \$40,000 for contractual vehicle maintenance expenses.

Submitted by: Leslie Roseberry, Interim Development Services Director

Fiscal Impact Reviewed by: Eric Hendrickson, Finance Director

Approved by: Chet Simmons, City Manager

Attachments:

- 1. Amendment No. 1 with Citywide Auto Care*
- 2. 2019 Professional Services Agreement (PSA) with Citywide Auto Care*

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
[City of Los Alamitos and Citywide Auto Care]

This Amendment No. 1 to Professional Services Agreement (“Amendment”) is made and entered into on this 18th day of February, 2020 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and Citywide Auto Care a California Corporation (“Firm”).

RECITALS

A. City and Citywide Auto Care, entered into that certain Preventative Maintenance and Repair Services Agreement to provide preventative maintenance and repair to all City owned vehicles on April 15, 2019 (“Agreement”), (collectively, the “Agreement”), which is incorporated herein by this reference.

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

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

1. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of two (2) years, ending on April 15, 2021; there will be an option to extend services exercisable only by the City, with the possibility of one (1) one-year extensions. Any changes to service levels will be mutually agreed upon before any extension is authorized. As part of the contract/agreement, the City of Los Alamitos will reserve the right to select or reject employees and sub- contractors providing services.

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

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

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

“City”

City of Los Alamitos

By: _____

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”

Citywide Auto Care

By: _____

Robyne I. Hinds
President

By: _____

Donald Dominguez
Secretary

PROFESSIONAL SERVICES AGREEMENT
[City of Los Alamitos and Citywide Auto Care]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this 15th day of April, 2019 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and Citywide Auto Care, a California Corporation ("Firm"). City and Firm are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that it requires the services of a qualified firm to provide preventative maintenance and repair to all City owned vehicles. ("Project").

B. Firm has submitted to City a written proposal, dated February 19, 2019, to provide preventative maintenance and repair to all City owned vehicles 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 Request for Proposal (RFP) 2019-01 Fleet Maintenance Services Proposal, dated February 19, 2019, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

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

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the 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 Twenty Nine Thousand Dollars and Zero Cents (\$29,000.00) annually. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

Hourly "shop" rate: \$132.00

Diagnosis pricing: \$164.68

Price Estimate Cost	Car	Truck	Police Vehicles
Brake Job (per axel)	\$313.79	\$369.03	\$369.03
Transmission Service	\$296.07	\$303.00	\$303.00
Starter (replace)	\$369.71	\$430.00	\$425.91
Alternator (replace)	\$495.00	\$594.04	\$568.76
Radiator (replaced)	\$593.52	\$633.00	\$645.00
Radiator (flush)	\$180.58	\$190.01	\$190.01
Timing Belt (replace)	\$1,129.03	\$1,193.70	\$1,193.70
Timing Chain (replace)	\$1,129.03	\$1,193.70	\$1,193.70
Water Pump (replace)	\$495.03	\$590.52	\$533.97
Soleniod (replace)	\$501.00	\$511.58	\$511.58
Fuel Injection System (replace)	\$969.94	\$1,358.00	\$1,358.00
AC Service	\$168.74	\$168.74	\$168.74
Heater Core (replace)	\$465.64	\$1,192.44	\$1,192.44
Alignment (2 wheel)	\$108.00	\$108.00	\$108.00
Alignment (4 wheel)	\$112.00	\$112.00	\$112.00
Flat Repair	\$28.50	\$28.50	\$28.50
Tire Balance	\$97.10	\$97.10	\$97.10
Tire Rotation	\$25.00	\$25.00	\$25.00
Tune up (4 cyl)	\$225.00	\$225.00	\$225.00
Tune up (6 cyl)	\$327.62	\$327.62	\$327.62
Tune up (8 cyl)	\$463.44	\$463.44	\$463.44

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 (1), ending on April 15, 2020, The initial contract/agreement period will be for one (1) year; there will be an option to extend services exercisable only by the City, with the possibility of two (2) one-year extensions. Any changes to service levels will be mutually agreed upon before any extension is authorized. As part of the contract/agreement, the City of Los Alamitos will reserve the right to select or reject employees and sub-contractors providing services.

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: Robyne L. Hinds. 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 – Citywide Auto Care.

To City:

Warren Kusumoto, Mayor
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
wkusumoto@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:

Citywide Auto Care
6026 Cerritos Avenue
Cypress, CA 90630
citywideautocare2@gmail.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.

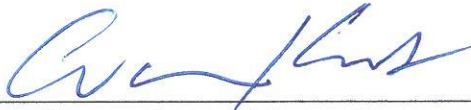
10.0 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by 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

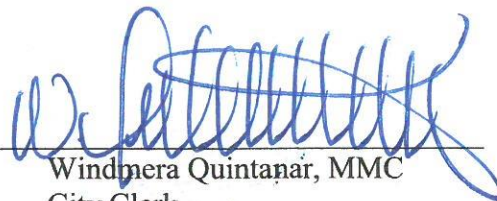
By: 
Warren Kusumoto
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

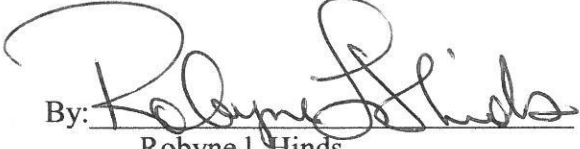
By: 
Michael S. Daudt
City Attorney

ATTEST:

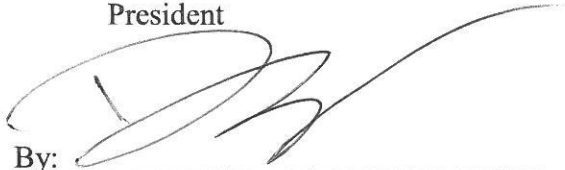
By: 
Windnera Quintana, MMC
City Clerk

"Firm"

Citywide Auto Care

By: 

Robyne I. Hinds
President

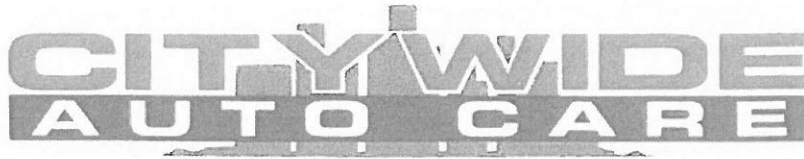
By: 

Donald Dominguez
Secretary

EXHIBIT "A"

FIRM'S PROPOSAL/ SCOPE OF SERVICES

DATED: February 19, 2019



Subject: Request for Proposal (RFP) 2019-01 Fleet Maintenance Services FOR
Development Services Department

Closing Date: February 19, 2019
Closing Time: 2:00 PM

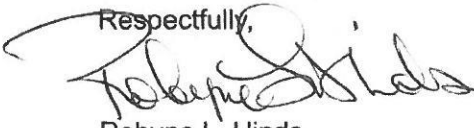
Dear Sir/Madam,

We are pleased to present our proposal for your review. Enclosed is the Request for Proposal including Form 1, Form 2, Form 3 and all requested copies of licenses and permits as well as the required references and qualifications.

CWAC Inc. dba Citywide Auto Care is submitting this request for proposal to The City of Los Alamitos as a qualified firm to provide Fleet Maintenance Services for servicing of twenty nine (29) city owned vehicles. We intend to provide the City of Los Alamitos with the best possible Fleet Maintenance and Repairs at the level expected by the City's residents, City Council, City staff and Police Department consistent with the maintenance and repair services specified in the scope of services and/or Requests for Proposal. We will work closely with the City to insure vehicles are maintained and repaired in a timely manner.

We look forward to your response at your convenience.

Respectfully,



Robyne L. Hinds

President

CWAC Inc.

6026 Cerritos Avenue

Cypress, Ca. 90630

(714)761-8330 p

(714)761-8383 f

citywideautocare2@gmail.com

Form 1

PROPOSAL FORM

Proposer Name:
Company Name:
Principal Office Address:

Robyne L. Hinds
CWAC Inc. dba Citywide Auto Care
6026 Cerritos Ave
Cypress Ca 90630

The undersigned Proposer hereby submits its Proposal to provide Fleet Maintenance Services for the City of Los Alamitos hereby agrees to accept the fees described in Form 3 below to the terms and conditions of a Professional Services Agreement to be agreed upon and executed by Contractor and City of Los Alamitos subject to approval by the Los Alamitos City Council. The undersigned declares that it has examined the RFP including all Attachments, Exhibits and Addenda, as acknowledged below, and that he/she has satisfied himself/herself relative to the requirements, procedures and rights of this RFP.

CHECKLIST

Proposal must initial each item below to confirm that it has been included in the Proposal. Proposals must be formatted in the same order as the checklist below.

☒ Cover Letter
☒ Form 1
☒ Form 2 (including copies of licensing)
☒ Form 3

TYPE OF ENTITY

- ☒ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture Limited Liability Corporation
☐ Other (Specify)

The full names and addresses of the shareholders, partners, joint ventures, members, and persons interested in the foregoing Proposal as principals or officers are as follows (attach additional pages if necessary):

Robyne L. Hinds 19000 Harvard Ave. #16 Irvine Ca 92612 - President

VERIFICATION AND CERTIFICATION

Submission of this Proposal is the duly authorized official act of person(s) executing this Proposal on behalf of Proposer and is duly authorized to execute this Proposal on behalf of and as of the official act of Proposer, this 14 day of February, 2019.

Printed Name: Robyne L. Hinds
Signature: Robyne L. Hinds
Title: President
Date: 2-14-19

Address:

19000 Harvard Ave #16
Irvine Ca 92612

CLIENT REFERENCES

1. **Siemens Technology**

6141 Katella Avenue
Cypress, Ca. 90630
(714)904-9469
CONTACT: Debbie Gregg
debbie.gregg@siemens.com

2. **Yamaha Motor Corporation**

6555 Katella Avenue
Cypress, Ca. 90630
(714)761-7459
CONTACT: John Allison
john_allison@yamaha-motor.com

3. **Golden State Water Company**

10852 Cherry Street
Los Alamitos, Ca. 90720

10543 Progress Way
Cypress, Ca. 90630

(714)746-3819
CONTACT: Steve Brown
scb@gswater.com

GENERAL BUSINESS STATEMENT

Citywide Auto Care provides fleet maintenance and repair services in our area for several small businesses, large corporations and for the State of California Department of Fish and Wildlife, Toxic Substance Control and other state agencies. The fleet sizes range in numbers from as small as 5 vehicles in a fleet to upwards of 150 in a fleet. We meet and exceed the required 2 years of recent experience in providing service for the fleets listed in our client references and have been providing service to many of them for nearly 10 years. Citywide Auto Care provides complete service including all parts, supplies and materials that are OEM or the equivalent of OEM, preventative maintenance to include both minor and major services, as well as minor and major unscheduled repairs. In addition we provide courtesy vehicle pick-up, shuttle service, and mobile service.

Citywide Auto Care

PROFIT AND LOSS

January - December 2018

	TOTAL
Income	
Haz Material Fee Income	7,998.66
Sales - Charge Sales - nets to ZERO	-738.41
Sales of Product Income	9,697.68
Sales-Labor	281,991.93
Sales-Parts	366,586.93
Sales-Sublet	27,006.42
Tire Disposal Fee Income	0.00
Uncategorized Income	0.07
Total Income	\$692,543.28
Cost of Goods Sold	
COGS-Parts	224,892.04
Contractors-labor	450.00
Cost of Goods Sold	1,240.29
Hazardous Waste Fees	3,820.00
Shop Supplies	39,028.10
Sublet - COS	30,150.93
Total Cost of Goods Sold	\$299,581.36
GROSS PROFIT	\$392,961.92
Expenses	
Accounting/Tax preparation Fees	1,200.00
Advertising & Marketing	1,270.23
Auto expenses- Car & Truck	7,000.27
Bank/Merchant Charges & Fees	7,078.58
Insurance	1,193.64
General Liability Insurance	5,285.50
Workmans' Comp Insurance	9,718.47
Total Insurance	16,197.61
Interest Paid on debt	2,494.03
Legal & Professional Services	
Medical Services	90.00
Service Writer	5,600.00
Total Legal & Professional Services	5,690.00
Meals & Entertainment	2,150.63
Meals for Entire Staff	9,695.10
Total Meals & Entertainment	11,845.73
Merchant Fees	14,991.04
Office Supplies & Software	9,133.91
Other Miscellaneous Service Cost	322.90
Payroll Expenses	-2,422.13
EmployER Payroll Tax expenses	19,358.18
Outside Payroll service expense	3,669.32
Salaries & Wages-Officers	5,900.00

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 18, 2020

ITEM NUMBER: 11A

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

Presented By: Windmera Quintanar, MMC, City Clerk

Subject: Southern California Association of Governments (SCAG) 2020 Regional Conference and General Assembly

SUMMARY

The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held May 6-8, 2020, at the JW Marriott Desert Springs Resort and Spa. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

RECOMMENDATION

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

BACKGROUND

Southern California Association of Governments (SCAG) is the nation's largest metropolitan planning organization, representing six counties, 191 cities and more than 18 million residents. SCAG undertakes a variety of planning and policy initiatives to encourage a more sustainable Southern California now and in the future.

At least once every year, SCAG convenes the General Assembly to bring together the official representatives of SCAG's membership and help set the agency's course for the coming year. The General Assembly is a forum where policy matters can be identified and addressed. A quorum of the General Assembly consists of official representation from one-third of the member cities and one-third of the member counties.

Each member county and each member city has one official representative and one alternate in the General Assembly, except the City of Los Angeles, which has three official representatives and three alternates due to its population size. Member cities and

counties must communicate the names of their official representatives and alternates to SCAG within 45 days before the annual meeting of the General Assembly.

DISCUSSION

One aspect of SCAG's 2020 Regional Conference is the General Assembly where the membership considers and takes action on the Fiscal Year budget, SCAG Officers, and proposed amendments to the SCAG Bylaws. The conference will include keynote speakers and panel discussions, an Awards Luncheon, Sponsor's reception and many excellent networking opportunities with fellow elected officials, VIPs and stakeholders from throughout Southern California.

In order to facilitate the conduct of business at the General Assembly Meeting, each City Council must designate a Voting Delegate and Alternate. Designation of the Delegate is consistent with SCAG's Bylaws.

The Voting Delegate and Alternate must be registered to attend the conference. The City is currently a member of SCAG and therefore registration and one night's accommodations are free for the City's voting delegate. Council Member Grose has expressed an interest in attending.

Fiscal Impact

Attendance at the conference and one night's accommodations are provided at no cost for the voting delegate. The adopted Travel Policy allows reimbursement for lodging, associated meals, and mileage reimbursement upon the submittal and approval of an expense report and documentary evidence. Sufficient funds are available in the City Council's travel and training budget for anticipated costs associated with this conference.

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

Attachment: 1. SCAG Annual Conference Information available online at:
http://scag.ca.gov/calendar/Pages/GA2020.aspx?utm_medium=email