

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, August 16, 2021 – 5:00 p.m.

SAFETY ALERT – NOTICE REGARDING COVID-19

If you wish to attend the City Council meeting in person, the Council Chamber located at 3191 Katella Ave., Los Alamitos, California 90720, will have outdoor seating for this meeting and the public shall have the right to observe and offer public comment at this location.

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

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

While you may attend this meeting in person, given the health risks associated with COVID-19, please be advised that you may submit comments on any agenda item or on any item not on the agenda by email to cityclerk@cityoflosalamitos.org with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON-AGENDA ITEM." Comments **received by 4:00 p.m.** will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read email comments at the meeting but the official record will include all email comments received until the close of the meeting. You may also view the meeting live on local cable channel 3 and online at <https://cityoflosalamitos.org/your-government/city-council/agendas-and-minutes/>.

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

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

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

3. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator:	Chet Simmons, City Manager
Employee Organization:	Los Alamitos Police Officers Association
Authority:	Government Code Section 54957.6

B. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator:	Chet Simmons, City Manager
Employee Organization:	Teamsters Local 911
Authority:	Government Code Section 54957.6

C. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator:	Chet Simmons, City Manager
Unrepresented Employees:	Executive Management, Middle Management and Non-Management Employees
Authority:	Government Code Section 54957.6

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 10909 Oak St, Los Alamitos, CA 90720
Agency negotiator: Chet Simmons, City Manager
Negotiating parties: Lina Lumme
Under negotiation: Price and terms of payment

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

4. PLEDGE OF ALLEGIANCE

Council Member Nefulda will lead the Pledge of Allegiance.

5. INVOCATION

Mayor Chirco will give the Invocation.

6. PRESENTATION

- A. Presentation by Kathy Millea, Director of Engineering for Orange County Sanitation District, regarding “OC San’s Los Alamitos Trunk Sewer Project”**

7. ORAL COMMUNICATIONS

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

8. COUNCIL ANNOUNCEMENTS

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

9. ITEMS FROM THE CITY MANAGER

10. WARRANTS

Ratify the Warrants for the period from July 9 to August 1, 2021, in the amount of \$3,451,585.02.

ROLL CALL

Mayor Chirco

Mayor Pro Tem Hasselbrink

Council Member Bates

Council Member Doby

Council Member Nefulda

11. CONSENT CALENDAR

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

- A. Approval of Minutes (City Clerk)**
Approve the City Council Regular Minutes of July 19, 2021.

- B. Treasurer’s Quarterly Investment Report – June 2021 (Finance)**
The item for City Council consideration is receipt of the Treasurer’s Quarterly Investment Report.

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

C. Approval of the Request for Proposals (RFP) 2021-09 and Authorization to Bid for Bus Shelter Advertising and Maintenance Services (Development Services)

This report recommends actions to facilitate the solicitation of bids for contractual services for Bus Shelter Advertising and Maintenance Services.

Recommendations:

1. Approve the Request for Proposals (RFP) 2021-09 for Bus Shelter Advertising and Maintenance Services; and,
2. Authorize Staff to advertise and solicit bid proposals.

D. Vehicle & Equipment Purchases via the Sourcewell Competitive Purchasing Program (Development Services)

This item seeks approval to purchase vehicles and equipment via the Sourcewell Competitive Purchasing Program.

Recommendations:

1. Approve the purchase of four (4) vehicles from National Auto Fleet Group via Sourcewell Contract No. 120716-NAF in an amount not to exceed \$144,750.68; and,
2. Approve the purchase of one (1) equipment from CNH Industrial America LLC via Sourcewell Contract No. 032119-CNH-1 in an amount not to exceed \$99,983.70.

E. Amendment 1 to Professional Services Agreement (PSA) with PlaceWorks for SB2 Planning Grants Program (Development Services)

A one-year extension with PlaceWorks is needed for the City's SB2 Planning Grants Program.

Recommendation: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with PlaceWorks for a one year term within the original contract amount of \$160,000, to be reimbursed with grant funding.

F. Approval of the Request for Proposals (RFP) 2021-08 and Authorization to Bid for Street Sweeping Services (Development Services)

This report recommends actions to facilitate the solicitation of bids for contractual services for Street Sweeping Services.

Recommendation: Approve the Request for Proposals (RFP) 2021-08 for Street Sweeping Services and authorize Staff to advertise and solicit bid proposals.

G. Authorization to Extend the Agreement for the Red Light Camera Enforcement Program for Five (5) Additional Years (Police)

The Police Department seeks authorization to extend the contract for the red-light camera photo enforcement program for an additional five years expiring August 2026.

Recommendation: Authorize the Mayor to execute the Third Amendment to the agreement with Redflex Traffic Systems, Inc. for a term of five years.

H. Award of Bid for Cerritos Avenue Guardrail Improvements Project (CIP No. 20/21-04) (Development Services)

On April 21, 2021 construction bids were publicly opened for the Cerritos Avenue Guardrail Improvements Project (CIP No. 20/21-04). A total of one bid was received with the total bid amount of \$48,560.00. Staff is recommending that the City Council award the bid and increase the budget for this emergency project.

Recommendations:

1. Award construction for the Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04) in the amount of \$48,560 to Peterson-Chase General Engineering Construction, Inc.; and,
2. Authorize the Mayor to execute the contract with Peterson-Chase General Engineering Construction, Inc. for the project; and,
3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the increased contingency reserve of \$4,856.00; and,
4. Appropriate \$35,536.27 to the Cerritos Avenue Guardrail Repair account, Measure M – Fund 26- Line Item #26.570.5501.1621.

12. DISCUSSION ITEMS

A. Lease of Twelve Automated License Plate Reader (ALPR) Cameras for a One Year Pilot Program (Police)

Since 2019, the City of Los Alamitos has seen a significant increase in property crimes including catalytic converter and auto thefts. As a result, the Los Alamitos Police Department began looking at ways to improve its technology based investigative capabilities via an ALPR program.

Recommendations:

1. Enter into a one-year agreement with Flock Safety to lease twelve ALPRs for a cost of \$33,000; and,
2. Station ALPRs at various entry and exit points in the City of Los Alamitos; and,
3. Direct the Police Department to evaluate the effectiveness of the program after one year and report findings and recommendations back to the Mayor and City Council.

B. Temporary Use Permit Fee Waiver for Use of Shipping Containers to Serve as a Church Food Pantry (Development Services)

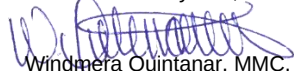
A request for a Temporary Use Permit (TUP) fee waiver for shipping containers to be used as a Church Food Pantry to distribute food primarily to the homeless (requestor: Barbara Farrell, Community Congregational Church).

Recommendations:

1. Discuss the request submitted by Barbara Farrell on behalf of Community Congregational Church; and,
2. Provide direction to Staff for this Temporary Use Permit Fee Waiver through a minute action of the City Council.

13. ADJOURNMENT

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



Windyera Quintanar, MMC, City Clerk
Dated: August 12, 2021

CITY OF LOS ALAMITOS

A/P Warrants

AUGUST 16, 2021

To Ratify

Pages:				
1-8	\$	555,877.44	Warrant	07/14/2021
9-14	\$	705,626.05	Warrant	07/28/2021
15	\$	1,616,428.00	Advanced Warrant	07/29/2021
16	\$	9,794.23	August Retirees	08/01/2021
17	\$	157,730.09	Payroll	07/09/2021
18	\$	80,926.70	Benefits & Withholdings	07/09/2021
19	\$	170,067.89	Payroll	07/23/2021
20	\$	155,134.62	Benefits & Withholdings	07/23/2021
Grand Total	\$	<u>3,451,585.02</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from July 9 to August 1, 2021, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

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

Certified by Craig Koehler, Finance Director



this 2nd day of August, 2021

WARRANTS 07/14/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL- JUNE 2021	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
ARTESIA SAWDUST PRODUCTS, INC.	WOOD CHIPS FOR STANSBURY P	GENERAL FUND	PARK MAINTENANCE	1,411.58
			TOTAL:	1,411.58
BORDIN SEMMER, LLP	BORDIN SEMMER, LLP	SELF INSURANCE TRU	INSURANCE	405.50
			TOTAL:	405.50
CARD INTEGRATORS CORPORATION	NEW DEPT. ID CARD	GENERAL FUND	POLICE ADMINISTRATION	11.85
			TOTAL:	11.85
JHM SUPPLY, INC.	IRRIGATION SUPPLIES	GENERAL FUND	STREET MAINTENANCE	496.11
			TOTAL:	496.11
CASA YOUTH SHELTER	CASA YOUTH SHELTER	GENERAL FUND	CAPITAL PROJECTS	2,500.00
			TOTAL:	2,500.00
CORA CONSTRUCTORS, INC.	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	8,365.50-
	FENLEY PUMP	BUILDING IMPROVEME	CAPITAL PROJECTS	167,310.00
			TOTAL:	188,944.50
COUNTY OF ORANGE TREASURER-TAX	FY 201/2022 LAFCO COSTS	GENERAL FUND	CITY COUNCIL	1,976.73
	OCATS CIRCUIT & SUPPORT- 0	GENERAL FUND	COMMUNICATIONS TECHNOL	1,279.33
			TOTAL:	3,250.06
CROSSTOWN ELECTRICAL & DATA, INC.	KATELLA & WINNER- LANE CLO	GENERAL FUND	STREET MAINTENANCE	105.34
	BLOOMFIELD/KATELLA-LANE CL	GENERAL FUND	STREET MAINTENANCE	131.76
	LOSAL & FARQUHAR-POLE HIT	GENERAL FUND	STREET MAINTENANCE	175.50
	LOSAL & FARQUHAR DAMAGED P	GENERAL FUND	STREET MAINTENANCE	1,308.00
	EB ONRECALL-SET UP GREEN	GENERAL FUND	STREET MAINTENANCE	234.00
	LOSAL & BRADBURY- INSPECTI	GENERAL FUND	STREET MAINTENANCE	234.00
	CONTRACT PREV. MAINT. 03/2	GENERAL FUND	STREET MAINTENANCE	1,470.00
	PREV. MAINT. 05/2021	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	5,128.60
DASH MEDICAL GLOVES, INC.	BLK NITRILE GLOVES- 2 CASE	GENERAL FUND	PATROL	482.64
			TOTAL:	482.64
DATA TICKET, INC.	MAY 2021 CITES	GENERAL FUND	TRAFFIC	265.90
	CITATION PROCESSING- MAY 2	GENERAL FUND	NEIGHBORHOOD PRESERVAT	141.00
			TOTAL:	406.90
DELL MARKETING I.P.		GENERAL FUND	PLANNING	3,959.18
			TOTAL:	3,959.18
ECOFERT, INC.	FERTIGATION SVCS. JUNE 202	GENERAL FUND	PARK MAINTENANCE	630.00
			TOTAL:	630.00
ELITE SPECIAL EVENT, INC.	DEPOSIT-SNOW FOR WINTER WO	GENERAL FUND	SPECIAL EVENTS	4,600.00
			TOTAL:	4,600.00
EWLES MATERIALS	CONCRETE DISPOSAL	GENERAL FUND	STREET MAINTENANCE	320.00
			TOTAL:	320.00
CARRI FOX	LINE DANCE 06/09/21	GENERAL FUND	SPECIAL CLASSES	28.00

WARRANTS 07/14/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LINE DANCE 06/16/21	GENERAL FUND	SPECIAL CLASSES	42.00
	LINE DANCE 06/23/21	GENERAL FUND	SPECIAL CLASSES	31.50
	Beginning 03/30- 03/24	GENERAL FUND	SPECIAL CLASSES	96.20
			TOTAL:	197.70
FRANCHISE TAX BOARD	WAGE GARNISHMENT- L. PAVEL POOL CLEARING FUND	NON-DEPARTMENTAL		202.95
			TOTAL:	202.95
FRONTIER COMMUNICATIONS	JAIL ALARM PHONE LINES	GENERAL FUND	COMMUNICATIONS TECHNOL	241.40
			TOTAL:	241.40
GANAHL LUMBER COMPANY	WOOD STAKES	GENERAL FUND	STREET MAINTENANCE	68.68
			TOTAL:	68.68
JARED E. LLOYD	HCE- TUESDAYS IN JUNE	GENERAL FUND	SPORTS	709.60
	HCE-THURSDAYS IN JUNE	GENERAL FUND	SPORTS	82.40
	HCE- SUNDAYS IN JUNE	GENERAL FUND	SPORTS	199.20
			TOTAL:	991.20
JOHANNA GRACE SANTOS TOSCANO	PD CAR WASHES	GARAGE FUND	GARAGE	175.00
	REC. CAR WASH	GARAGE FUND	GARAGE	20.00
			TOTAL:	195.00
JOHNATHAN KROK	TRAINING- MEAL REIMB.	GENERAL FUND	PATROL	12.68
	CRIMINAL JUSTICE -REIMBURS	GENERAL FUND	PATROL	810.00
			TOTAL:	822.68
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE	GENERAL FUND	POLICE ADMINISTRATION	189.74
			TOTAL:	189.74
YING LIU	PORTRAIT WORKSHOP 06/12/21	GENERAL FUND	SPECIAL CLASSES	97.50
			TOTAL:	97.50
MATTHEW MONAGHAN	CLAIM SETTLEMENT	SELF INSURANCE TRU	INSURANCE	100.00
			TOTAL:	100.00
NORM'S AUTOMOTIVE CENTER, INC.	FRONT BREAK SVCS.	GARAGE FUND	GARAGE	225.17
	AIR CONDITIONING REPAIR- P	GARAGE FUND	GARAGE	304.13
			TOTAL:	529.30
NORTH STAR LAND CARE	LANDSCAPE MAINT. JUNE 2021	GENERAL FUND	PARK MAINTENANCE	7,079.66
			TOTAL:	7,079.66
OC CITY MANAGER'S ASSOCIATION	OC CITY MANAGER'S ASSOCIAT	GENERAL FUND	ADMINISTRATION	526.00
			TOTAL:	526.00
ORANGE COUNTY COUNCIL OF GOV'T	ANNUAL DUES FY 2021/2022	GENERAL FUND	CITY COUNCIL	3,986.60
			TOTAL:	3,986.60
OUR LOS AL	MNGT JULY 2021	GENERAL FUND	CITY COUNCIL	416.67
	MNGT JULY 2021	GENERAL FUND	LOS ALAMITOS TV	833.33
	MNGT JULY 2021	LOS ALAMITOS TV	LOS ALAMITOS TV	833.33
			TOTAL:	2,083.33
PACIFIC TELEMAGEMENT SERVICES	POLICE PAY PHONE- 07/2021	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
			TOTAL:	43.00

WARRANTS 07/14/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PACIFICLAND CONSTRUCTORS, INC.	SECURITY FENCE	BUILDING IMPROVEME	CAPITAL PROJECTS	11,000.00
			TOTAL:	11,000.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK- COTTONWO	GENERAL FUND	PARK MAINTENANCE	525.00
			TOTAL:	525.00
POWERTIP RENTALS, LLC	EQUIP. RENTAL 02/16/21	GENERAL FUND	DAY CAMP	746.81
	RENTAL EQUIP. MUSIC & MOVI	GENERAL FUND	SPECIAL EVENTS	597.50
			TOTAL:	1,344.31
PRINTMASTERS	4TH OF JULY BANNER	GENERAL FUND	RECREATION ADMINISTRAT	131.10
	4TH OF JULY BANNER	GENERAL FUND	SPECIAL EVENTS	573.56
	SPECIAL EVENT SPONSORSHIP 0	GENERAL FUND	SPECIAL EVENTS	196.65
			TOTAL:	901.31
Public Risk Innovation Solutions and M	EXCESS WORKERS COMP. FY 21	SELF INSURANCE TRU	INSURANCE	152,676.00
	MASTER CRIME PROGRAM FY 20	SELF INSURANCE TRU	INSURANCE	12.84
	MASTER CRIME PROGRAM FY 21	SELF INSURANCE TRU	INSURANCE	4,675.16
	PROPERTY PROGRAM FY 20/21	SELF INSURANCE TRU	INSURANCE	19,664.56
	PROPERTY PROGRAM FY 21/22	SELF INSURANCE TRU	INSURANCE	58,352.44
			TOTAL:	235,381.00
ROSS CREATIONS	TRUSS ROOF- 4TH OF JULY EV	GENERAL FUND	SPECIAL EVENTS	3,720.00
		GENERAL FUND	SPECIAL EVENTS	12,780.00
			TOTAL:	16,500.00
SANBON PRO APPAREL	SOCCER SHIRTS- CAMP	GENERAL FUND	SPORTS	155.16
	PEE WEE BASEBALL SHIRTS	GENERAL FUND	SPORTS	172.40
			TOTAL:	327.56
SUSAN SAKI-CLIFFORD, PH.D.	PSYCHOLOGICAL EVALUATION-MO	GENERAL FUND	NON-DEPARTMENTAL	450.00
			TOTAL:	450.00
CHERYL J. SCHNITZER	LINE DANCE 06/07/21	GENERAL FUND	SPECIAL CLASSES	76.05
	LINE DANCE 06/14/21	GENERAL FUND	SPECIAL CLASSES	143.65
	LINE DANCE 06/07==21/21	GENERAL FUND	SPECIAL CLASSES	59.15
	LINE DANCE 06/28/21	GENERAL FUND	SPECIAL CLASSES	59.15
			TOTAL:	338.00
SCIENTIA CONSULTING GROUP, INC.	BACKUP SERVER LIC. - JUNE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	178.75
	CLOUD BACKUP- JUNE 2021	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	38.50
	BACKUP STORAGE- JUNE 2021	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	900.00
	EXTRA HRS. JUNE 0221	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,137.50
	IT SVCS. JULY 2021	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
			TOTAL:	9,125.75
AMERICAN SOCCER COMPANY, INC.	YOUTH BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	316.52
			TOTAL:	316.52
SIR SPEEDY	BUSINESS CARDS- BOOTHE	GENERAL FUND	PLANNING	51.35
	BUSINESS CARDS- HILL	GENERAL FUND	NEIGHBORHOOD PRESERVAT	51.35
	MPDS FOLDER	GENERAL FUND	STREET MAINTENANCE	200.26
			TOTAL:	302.96
SITONE LANDSCAPE SUPPLY HOLDING, LLC	BLOCK FOR MUSEUM PLANTER	GENERAL FUND	STREET MAINTENANCE	48.95
	IRRIGATION SUPPLIES	GENERAL FUND	STREET MAINTENANCE	52.77

WARRANTS 07/14/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	101.72
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGN/ ST. LIGHTS	GENERAL FUND	STREET MAINTENANCE	15,766.19
	PARKS	GENERAL FUND	PARK MAINTENANCE	453.68
	MCALIFFE PARK	GENERAL FUND	PARK MAINTENANCE	156.41
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	157.32
			TOTAL:	16,533.60
SOUTHERN CALIFORNIA GAS	3191 KATELLA/ REC.	GENERAL FUND	BUILDING MAINTENANCE	329.33
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	115.30
			TOTAL:	444.63
SOUTHERN CALIFORNIA EDISON	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	32.09
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	3,555.73
	COMM. CENTER	GENERAL FUND	BUILDING MAINTENANCE	3,132.73
			TOTAL:	6,720.55
SPARKLETT'S DRINKING WATER	WATER	GENERAL FUND	BUILDING MAINTENANCE	370.71
			TOTAL:	370.71
STATE OF CALIF DEPT OF TRANSPORTATION	CALTRANS STAFF OVERSIGHT F MEASURE M		CAPITAL PROJECTS	2,500.00
			TOTAL:	2,500.00
SUNNY SLOPE TREES	TREES FOR CITY OF LOSAL	GENERAL FUND	STREET MAINTENANCE	4,991.20
			TOTAL:	4,991.20
SWANK MOTION PICTURES, INC.	MOVIE FOR MUSIC & MOVIES	GENERAL FUND	SPECIAL EVENTS	435.00
			TOTAL:	435.00
TERRA NOVA PLANNING & RESEARCH, INC	ELEMENT & DRAFTING UPDATE	GENERAL FUND	PLANNING	4,398.95
			TOTAL:	4,398.95
NANCY K. BOHL INCORPORATED	CONTRACT SVCS. JUNE 2021	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
WEST PUBLISHING CORPORATION	DETECTIVES SOFTWARE- 06/20	GENERAL FUND	INVESTIGATION	283.03
			TOTAL:	283.03
TIME WARNER CABLE	TIME WARNER CABLE	GENERAL FUND	ADMINISTRATION	1,734.00
	CITY HALL PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	473.42
			TOTAL:	2,207.42
TRACY GUTIERREZ	POLYGRAPH: CORONEL & MORG	GENERAL FUND	NON-DEPARTMENTAL	450.00
			TOTAL:	450.00
U.S. BANK	GROCERY PROGRAM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	29.56
	OFFICE DEPOT-PHOTO PRINTS	GENERAL FUND	CITY COUNCIL	22.91
	FRAMES- OC SUPERVISOR'S OF	GENERAL FUND	CITY COUNCIL	22.03
	CARD INTEGRATORS- ID CARDS	GENERAL FUND	CITY COUNCIL	56.57
	SUBSCRIPTION- OC REGISTER	GENERAL FUND	ADMINISTRATION	10.00
	SUBSCRIPTION- ILLUSTRATOR	GENERAL FUND	ADMINISTRATION	33.99
	SUBSCRIPTION- ADOBE ACROBA	GENERAL FUND	ADMINISTRATION	14.99
	SUPPLIES- DESK CALENDAR	GENERAL FUND	ADMINISTRATION	16.53
	SUPPLIES- PRINTER CARTRIDG	GENERAL FUND	ADMINISTRATION	45.24
	COPY PAPER	GENERAL FUND	ADMINISTRATION	339.58
	COPY PAPER	GENERAL FUND	ADMINISTRATION	339.59

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	VACCINE CLINIC SUPPLIES	GENERAL FUND	ADMINISTRATION	31.50
	GOVERNMENT JOBS-POSTING	GENERAL FUND	FINANCE	900.00
	SUPPLIES- TONER CARTRIDGE	GENERAL FUND	FINANCE	202.11
	ADOBE-2 STAFF	GENERAL FUND	FINANCE	14.99
	GFOA- EMPLOYMENT AD	GENERAL FUND	FINANCE	150.00
	ADOBE- 2 STAFF	GENERAL FUND	FINANCE	14.99
	SUBSCRIPTION-SITEGROUND	GENERAL FUND	FINANCE	100.00
	COPY PAPER	GENERAL FUND	FINANCE	339.59
	COPY PAPER	GENERAL FUND	FINANCE	339.58
	U.S. BANK	GENERAL FUND	POLICE ADMINISTRATION	14.99
	CHIEF'S RETIREMENT CAKE	GENERAL FUND	POLICE ADMINISTRATION	47.13
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	10.55
	CERTIFIED MAIL - MASSAGE L	GENERAL FUND	POLICE ADMINISTRATION	31.00
	CHAMBER BREAKFAST	GENERAL FUND	POLICE ADMINISTRATION	10.00
	GOOGLE FOR LAW ENFOR. CLAS	GENERAL FUND	POLICE ADMINISTRATION	131.50
	BACKGROUND FILES	GENERAL FUND	POLICE ADMINISTRATION	11.40
	HANGING FILE FOLDERS	GENERAL FUND	POLICE ADMINISTRATION	31.86
	WHILE YOU WERE OUT NOTE PA	GENERAL FUND	POLICE ADMINISTRATION	7.64
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	103.78
	PRA CLAS	GENERAL FUND	POLICE ADMINISTRATION	250.00
	NIBRS CLASS	GENERAL FUND	POLICE ADMINISTRATION	149.00
	MANAGING PUBLIC RECORDS CL	GENERAL FUND	POLICE ADMINISTRATION	250.00
	REGISTRAION- 2 PRA CLASSES	GENERAL FUND	POLICE ADMINISTRATION	500.00
	RECORDS SUPERVISOR COURSE	GENERAL FUND	POLICE ADMINISTRATION	532.51
	SGT. KROK- LODGING TRAININ	GENERAL FUND	POLICE ADMINISTRATION	422.61
	WILE CONFERENCE- LOPEZ	GENERAL FUND	POLICE ADMINISTRATION	375.00
	GOGGLE FOR LAW ENFORC. CLA	GENERAL FUND	POLICE ADMINISTRATION	263.00
	GOGGLE FOR LAW ENFORC. CLA	GENERAL FUND	POLICE ADMINISTRATION	131.50
	SUPPLIES-DVD'S & BATTERIES	GENERAL FUND	PATROL	216.51
	SUPPLIES- TONER	GENERAL FUND	PATROL	114.16
	PROPERTY BAGS	GENERAL FUND	PATROL	251.76
	PROPERTY INMATE INVENTORY	GENERAL FUND	RECORDS	179.87
	BROCHURE STAND	GENERAL FUND	COMMUNITY DEVEL ADMIN	138.22
	CHAMBER OF COMMERCE- TICKE	GENERAL FUND	COMMUNITY DEVEL ADMIN	10.00
	CHAMBER OF COMMERCE- TICKE	GENERAL FUND	COMMUNITY DEVEL ADMIN	10.00
	COPY PAPER	GENERAL FUND	COMMUNITY DEVEL ADMIN	339.59
	REFUND SADDLE BACK DISPLAY	GENERAL FUND	PUBLIC WORKS ADMIN	619.57-
	COPY PAPER	GENERAL FUND	PUBLIC WORKS ADMIN	339.58
	PLANTS FOR ROBERTS PARK	GENERAL FUND	PARK MAINTENANCE	193.98
	PLANTS FOR COMM CENTER/ PA	GENERAL FUND	PARK MAINTENANCE	885.23
	TILET SENSORS FOR COMM.C E	GENERAL FUND	BUILDING MAINTENANCE	329.39
	TOILET REPAIR KITS	GENERAL FUND	BUILDING MAINTENANCE	61.77
	LIGHT BULBS- CITY BUILDING	GENERAL FUND	BUILDING MAINTENANCE	61.27
	LUNCH PANELIST- REC POSITI	GENERAL FUND	RECREATION ADMINSTRAT	107.77
	SUBSCRIPTION- ZOOM FEE	GENERAL FUND	RECREATION ADMINSTRAT	15.74
	DIRECT TV FRO EOC- JUNE 20	GENERAL FUND	RECREATION ADMINSTRAT	61.34
	ADMIN. IN-SERVICE SUPPLIES	GENERAL FUND	RECREATION ADMINSTRAT	206.63
	SUBSCRIPTION- ADOBE	GENERAL FUND	RECREATION ADMINSTRAT	14.99
	SPECIAL EVENTS- WEAVER	GENERAL FUND	RECREATION ADMINSTRAT	240.98
	SUBSCRIPTION-MAILCHIMP	GENERAL FUND	RECREATION ADMINSTRAT	280.00
	SUBSCRIPTION-ADOBE EMLINE	GENERAL FUND	RECREATION ADMINSTRAT	29.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINSTRAT	47.81
	SUBSCRIPTION- GOOGLE STORA	GENERAL FUND	RECREATION ADMINSTRAT	2.99
	SUBSCRIPTION- GOOGLE STORA	GENERAL FUND	RECREATION ADMINSTRAT	2.99
	OFFICE SUPPLIES- REC. SUPE	GENERAL FUND	DAY CAMP	34.46
	OFFICE SUPPLIES- REC. SUPE	GENERAL FUND	DAY CAMP	26.92

WARRANTS 07/14/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES- REC. SUPE	GENERAL FUND	DAY CAMP	80.73
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	67.76
	DAY CAMP SUPPLIES- CREDIT	GENERAL FUND	DAY CAMP	12.55-
	DAY CAMP SUPPLIES- CREDIT	GENERAL FUND	DAY CAMP	112.95-
	DAY CAMP SUPPLIES-	GENERAL FUND	DAY CAMP	29.92
	ADMINISTRATIVE STAFF IN-SE	GENERAL FUND	DAY CAMP	10.78
	OFFICE SUPPLIES- CREDIT	GENERAL FUND	DAY CAMP	26.92-
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	16.38
	DAY CAMP TRANSPORTATION	GENERAL FUND	DAY CAMP	944.00
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	100.85
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	97.19
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	33.19
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	127.20
	DAY CAMP SUPPLIES-SCOOTERS	GENERAL FUND	DAY CAMP	150.00
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	42.87
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	72.96
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	55.68
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	5.95
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	19.04
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	165.38
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	19.64
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	517.14
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	87.31
	DAY CAMP SUPPLIES-EXCURSIO	GENERAL FUND	DAY CAMP	500.00
	DAY CAMP SUPPLIES- CREDIT	GENERAL FUND	DAY CAMP	73.16-
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	20.74
	DAY CAMP SUPPLIES- EXCURSI	GENERAL FUND	DAY CAMP	770.00
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	90.54
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	16.38
	DAY CAMP SUPPLIES-SNACKS	GENERAL FUND	DAY CAMP	309.05
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	29.47
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	11.00
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	13.78
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	52.98
	IN SERVICE SUPPLIES	GENERAL FUND	DAY CAMP	32.11
	IN SERVICE SUPPLIES	GENERAL FUND	DAY CAMP	14.31
	IN SERVICE SUPPLIES	GENERAL FUND	DAY CAMP	30.00
	IN SERVICE- BREW KITCHEN F	GENERAL FUND	DAY CAMP	857.61
	IN SERVICE- STARBUCKS	GENERAL FUND	DAY CAMP	17.95
	EXCURSION- AQUARIUM OF THE	GENERAL FUND	DAY CAMP	778.05
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	338.95
	FIRST AID SUPPLIES	GENERAL FUND	DAY CAMP	67.80
	FIRST AID SUPPLIES	GENERAL FUND	DAY CAMP	49.20
	PARK PROGRAM SUPPLIES	GENERAL FUND	PLAYGROUNDS	138.50
	FIRST AID SUPPLIES	GENERAL FUND	PLAYGROUNDS	101.72
	FIRST AID SUPPLIES	GENERAL FUND	PLAYGROUNDS	42.25
	ADULT SOCCER SUPPLIES	GENERAL FUND	PLAYGROUNDS	74.75
	ADULT SOCCER SUPPLIES	GENERAL FUND	SPORTS	6.84
	ADULT SOCCER SUPPLIES	GENERAL FUND	SPORTS	240.00
	FIRST AID SUPPLIES	GENERAL FUND	SPORTS	240.00
	FIRST AID SUPPLIES	GENERAL FUND	SPORTS	153.99
	FIRST AID SUPPLIES	GENERAL FUND	SPORTS	117.00
	PRESCHOOL-TODDLER TOWN	GENERAL FUND	SPECIAL CLASSES	47.41
	KIDS BAKING SUPPLIES	GENERAL FUND	SPECIAL CLASSES	22.05
	SURVIVOR CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	6.62
	KIDS BAKING SUPPLIES	GENERAL FUND	SPECIAL CLASSES	14.25

WARRANTS 07/14/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PRESCHOOL CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	56.01
	KIDS BAKING SUPPLIES	GENERAL FUND	SPECIAL CLASSES	74.97
	KIDS BAKING SUPPLIES	GENERAL FUND	SPECIAL CLASSES	37.12
	KIDS BAKING SUPPLIES	GENERAL FUND	SPECIAL CLASSES	21.03
	PRESCHOOL CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	42.34
	FAIRY TALE CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	69.67
	LOBBY REMODEL- SUPPLIES	GENERAL FUND	SPECIAL CLASSES	229.91
	FAIRY TALE CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	8.73
	FAIRY TALE CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	17.47
	FAIRY TALE CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	13.06
	FAIRY TALE CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	12.28
	FAIRY TALE CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	86.53
	FAIRY TALE CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	288.31
	DAY CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	19.40
	FAIRY TALE CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	59.97
	FAIRY TALE CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	57.22
	FAIRY TALE CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	217.80
	LEGO CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	18.56
	KIDS BAKING SUPPLIES	GENERAL FUND	SPECIAL CLASSES	58.53
	SPECIAL INTEREST CAMP SUPP	GENERAL FUND	SPECIAL CLASSES	274.73
	SPECIAL INTEREST CAMP SUPP	GENERAL FUND	SPECIAL CLASSES	54.60
	PRESCHOOL CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	6.39
	KIDS BAKING SUPPLIES	GENERAL FUND	SPECIAL CLASSES	26.71
	KIDS BAKING SUPPLIES	GENERAL FUND	SPECIAL CLASSES	115.86
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	76.46
	SPECIAL CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	97.46
	JEDI CAMP	GENERAL FUND	SPECIAL CLASSES	9.82
	JEDI CAMP	GENERAL FUND	SPECIAL CLASSES	1.96
	KIDS BAKING ACADEMY	GENERAL FUND	SPECIAL CLASSES	21.10
	JEDI CAMP	GENERAL FUND	SPECIAL CLASSES	13.72
	JEDI CAMP	GENERAL FUND	SPECIAL CLASSES	43.70
	JEDI CAMP	GENERAL FUND	SPECIAL CLASSES	7.64
	PRESCHOOL CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	26.40
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	1,199.33
	BAKING CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	170.78
	DRY CLEANING TABLE LINENS	GENERAL FUND	SPECIAL EVENTS	142.50
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	30.00
	PARKS PROGRAM SUPPLIES	GENERAL FUND	SPECIAL EVENTS	109.49
	PARKS PROGRAM SUPPLIES	GENERAL FUND	SPECIAL EVENTS	36.35
	SPECIAL EVENTS- WEAVER	GENERAL FUND	SPECIAL EVENTS	27.52
	SPECIAL EVENTS- WEAVER	GENERAL FUND	SPECIAL EVENTS	58.85
	SPECIAL EVENTS- WEAVER	GENERAL FUND	SPECIAL EVENTS	36.48
	SPECIAL EVENTS- WEAVER	GENERAL FUND	SPECIAL EVENTS	90.62
	SPECIAL EVENTS- MUSIC & MO	GENERAL FUND	SPECIAL EVENTS	102.81
	SPECIAL EVENT- WEAVER	GENERAL FUND	SPECIAL EVENTS	38.10
	SPECIAL EVENT- WEAVER	GENERAL FUND	SPECIAL EVENTS	37.96
	SPECIAL EVENT- WEAVER	GENERAL FUND	SPECIAL EVENTS	13.21
	SPECIAL EVENT- WEAVER	GENERAL FUND	SPECIAL EVENTS	13.10
	MITER SAW FOR SHOP	GARAGE FUND	GARAGE	429.32
	CHARGING CABLE PW TRUCK	GARAGE FUND	GARAGE	75.30
	CORDED DRILL FOR SHOP	GARAGE FUND	GARAGE	158.40
	CORDED DRILL FOR SHOP	GARAGE FUND	GARAGE	108.16
	MITER SAW STAND FOR SHOP	GARAGE FUND	GARAGE	240.34
	SHOP SUPPLIES	GARAGE FUND	GARAGE	109.51
	WELDING SUPPLIES	GARAGE FUND	GARAGE	319.91
	MISCOSOF SUBSCRIPTION	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	599.40

WARRANTS 07/14/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	UNDERGROUND SERVICE ALERT OF SO CAL			
	UNDERGROUND SERVICE ALERT	GENERAL FUND		TOTAL: 23,807.18
	LSA01 MONTHLY FEE- JULY 20	GENERAL FUND	STREET MAINTENANCE	54.55
			STREET MAINTENANCE	15.68
			TOTAL:	70.23
	VOYAGER FLEET SYSTEMS, INC.			
	FUEL	GARAGE FUND	GARAGE	6,837.03
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	291.83-
			TOTAL:	6,545.20
	WAXIE'S ENTERPRISES INC.			
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	495.13
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	548.78
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	90.09
			TOTAL:	1,134.00
	WEX HEALTH, INC.			
	FLEX ADMIN SVCS- JUNE 2021	GENERAL FUND	FINANCE	50.00
			TOTAL:	50.00
	MICHELE M. WILKOSZ			
	ADV. GUITAR 06/07/21	GENERAL FUND	SPECIAL CLASSES	17.55
	ADV. GUITAR 06/14/21	GENERAL FUND	SPECIAL CLASSES	19.50
	ADV. GUITAR 06/28/21	GENERAL FUND	SPECIAL CLASSES	19.50
	ADV. GUITAR 06/21/21	GENERAL FUND	SPECIAL CLASSES	23.40
			TOTAL:	79.95
	WILLDAN ENGINEERING			
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	4,900.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	2,200.00
			TOTAL:	7,100.00

===== FUND TOTALS =====	
10	GENERAL FUND 119,709.07
25	BUILDING IMPROVEMENT 178,310.00
26	MEASURE M 2,500.00
28	LOS ALAMITOS TV 833.33
50	GARAGE FUND 8,710.44
53	TECHNOLOGY REPLACEMENT 9,725.15
54	SELF INSURANCE TRUST 235,886.50
99	POOL CLEARING FUND 202.95

	GRAND TOTAL: 555,877.44

WARRANTS 07/28/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	PARKING STAFF 4TH OF JULY	GENERAL FUND	SPECIAL EVENTS	4,080.00
	TRAFFIC STAFF 4TH OF JULY	GENERAL FUND	SPECIAL EVENTS	2,830.00
			TOTAL:	6,910.00
ADAMSURE	WORKERS COMP. CLAIM ADMIN	SELF INSURANCE TRU	INSURANCE	513.51
			TOTAL:	513.51
ALL AMERICAN SIGN COMPANY	UNIT 48-2 POLICE CAR LETTE	GARAGE FUND	GARAGE	251.94
			TOTAL:	251.94
ALL CITY MANAGEMENT SERVICES	CROSSING GUARD @ 313.25 HR	GENERAL FUND	TRAFFIC	6,916.56
	CROSSING GUARDS @15 HRS	GENERAL FUND	TRAFFIC	331.20
			TOTAL:	7,247.76
AMBERWICK CORPORATION	ANTIFREEZE DISPOSAL	GARAGE FUND	GARAGE	450.80
			TOTAL:	450.80
AMERICAN RENTALS	CONCRETE FOR ALLEY	GENERAL FUND	STREET MAINTENANCE	233.47
			TOTAL:	233.47
Angelo Ciago Liability Settlement	LIABILITY SETTLEMENT	SELF INSURANCE TRU	INSURANCE	200.00
			TOTAL:	200.00
BARBARA BANNERMAN	YOGA IN THE PARK 07/24/21	GENERAL FUND	SPECIAL EVENTS	50.00
			TOTAL:	50.00
CALIFORNIA BUILDING STANDARDS	CBSC GREEN FEES- 2ND QT 20	GENERAL FUND	NON-DEPARTMENTAL	99.00
	BUILDING PERMIT CREDIT	GENERAL FUND	NON-DEPARTMENTAL	9.90
			TOTAL:	89.10
CANON FINANCIAL SERVICES, INC.	METER USAGE JUNE 2021	GENERAL FUND	RECREATION ADMINISTRAT	276.91
	CONTRACT CHARGE JULY 2021	GENERAL FUND	RECREATION ADMINISTRAT	254.64
			TOTAL:	531.55
CHARLES ABBOTT ASSOCIATES, INC.	PROF. SVCS. L. ROSEBERRY 0	GENERAL FUND	NON-DEPARTMENTAL	1,120.00
	WQMP REVIEW SVCS. 6/21	GENERAL FUND	NON-DEPARTMENTAL	145.00
	BUILDING & SAFTY SVCS. 06/	GENERAL FUND	BUILDING INSPECTION	23,073.27
	WQMP INSPECTION 6/21	GENERAL FUND	NPDES	138.00
	WQMP INSPECTION 6/21	GENERAL FUND	NPDES	580.00
	INDUSTRIAL/COMMERC. INSP.	GENERAL FUND	NPDES	184.00
	INDUSTRIAL/COMMERC. INSP.	GENERAL FUND	NPDES	92.00
			TOTAL:	25,332.27
CITY OF CYPRESS	WEST COMM POWERS AUTHORITY	GENERAL FUND	COMMUNICATIONS TECHNOL	246,383.67
			TOTAL:	246,383.67
COUNTY OF ORANGE TREASURER-TAX	PARKING/ EQUIPMENT VIOLATI	GENERAL FUND	NON-DEPARTMENTAL	1,326.00
	PARKING/ EQUIPMENT VIOLATI	GENERAL FUND	NON-DEPARTMENTAL	1,651.50
	PARKING/ EQUIPMENT VIOLATI	GENERAL FUND	NON-DEPARTMENTAL	957.00
	OCSD QUARTERLY BILLING 2Q	GENERAL FUND	COMMUNICATIONS TECHNOL	1,224.00
			TOTAL:	5,158.50
CROSSTOWN ELECTRICAL & DATA, INC.	CERRITOS 5BLOOMFIELD-CLOSU	GENERAL FUND	STREET MAINTENANCE	107.50
	KATELLA & LEXINGTON-NO POW	GENERAL FUND	STREET MAINTENANCE	117.00
	LOSAL & FARQUER LT BLACKED	GENERAL FUND	STREET MAINTENANCE	73.26
	CERRITOS & HUMBOLT- IGNS D	GENERAL FUND	STREET MAINTENANCE	90.85

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CROWN TROPHY	CERRITOS & LOSAL -ISNS DIM	GENERAL FUND	STREET MAINTENANCE	76.09
	KATELLA & NOEL-ISNS DIM/BL	GENERAL FUND	STREET MAINTENANCE	76.09
	LOSAL & SAUSALITO-INSTALL	GENERAL FUND	STREET MAINTENANCE	3,605.80
	KATELLA & CHERRY SIGNAL RE	GENERAL FUND	STREET MAINTENANCE	175.50
	KATELLA & CHERRY-BLACK OUT	GENERAL FUND	STREET MAINTENANCE	526.00
	TOTAL:			4,848.09
DELL MARKETING L.P.	EMPLOYEE OF THE QT. STAR	GENERAL FUND	RECREATION ADMINISTRAT	21.55
	TOTAL:			21.55
DEPARTMENT OF CONSERVATION	DELL MONITOR	GENERAL FUND	PLANNING	1,052.25
	TOTAL:			1,052.25
EAGLE PORTABLES, INC.	SMTP FEES - 2ND QT 2021	GENERAL FUND	NON-DEPARTMENTAL	318.42
	BUILDING PERMITS- CREDIT	GENERAL FUND	NON-DEPARTMENTAL	15.92
	TOTAL:			302.50
ENTERPRISE FM TRUST	PORTABLE RESTROOMS FOR 07/	GENERAL FUND	SPECIAL EVENTS	4,350.00
	TOTAL:			4,350.00
EVERBRIDGE, INC.	LEASE -FORD TRAN 07/21	GARAGE FUND	GARAGE	708.89
	LEASE -FORD F-15 07/21	GARAGE FUND	GARAGE	519.04
	LEASE -FORD F-15 07/21	GARAGE FUND	GARAGE	50.00
	TOTAL:			1,177.93
EWING	NIXIE ENGAGE ANNUAL FEE	GENERAL FUND	COMMUNICATIONS TECHNOL	4,000.00
	TOTAL:			4,000.00
CARRI FOX	HERBICIDE CONTROL CITY MID	GENERAL FUND	PARK MAINTENANCE	210.32
	TOTAL:			210.32
FRANCHISE TAX BOARD	SOCIAL DANCE DROP IN 04/14	GENERAL FUND	SPECIAL CLASSES	14.00
	LINE DANCE DROP IN 04/14	GENERAL FUND	SPECIAL CLASSES	39.20
	SOCIAL DANCE DROP IN 04/07	GENERAL FUND	SPECIAL CLASSES	14.00
	LINE DANCE DROP IN 04/21	GENERAL FUND	SPECIAL CLASSES	30.80
	LINE DANCE DROP IN 04/28	GENERAL FUND	SPECIAL CLASSES	42.00
GANAHL LUMBER COMPANY	LINE DANCE DROP IN 06/30	GENERAL FUND	SPECIAL CLASSES	35.00
	LINE DANCE DROP IN 07/07	GENERAL FUND	SPECIAL CLASSES	35.00
	TOTAL:			210.00
GOLDEN STATE WATER COMPANY	WAGE GARNISHMENT- L. PAVEL	POOL CLEARING FUND	NON-DEPARTMENTAL	177.57
	TOTAL:			177.57
PRIMARY & MULTI-SPECIALTY CLINICS	WOOD STAKES FOR NO PARKING	GENERAL FUND	STREET MAINTENANCE	119.93
	GATE CLOSER SPRING FOR GAT	GENERAL FUND	BUILDING MAINTENANCE	16.38
	SHOP SUPPLIES FOR WELDING	GARAGE FUND	GARAGE	72.36
	TOTAL:			208.67
GOLDEN STATE WATER COMPANY	PRE-EMPLOYMENT PHYSICALS	GENERAL FUND	NON-DEPARTMENTAL	911.50
	TOTAL:			911.50
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,473.24
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	841.82
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	213.44
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	106.72
	TOTAL:			684.90

WARRANTS 07/28/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GOVERNMENT STAFFING SERVICES, INC	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	342.45
	TOTAL:			3,662.57
HARRY'S PLUMBING AND DRAINS, INC.	CONTRACT-SR. ACCOUNTANT	GENERAL FUND	FINANCE	1,872.00
	TOTAL:			1,872.00
HI-WAY SAFETY, INC.	PLUMBING -LAUREL PARK	GENERAL FUND	PARK MAINTENANCE	120.00
	LAUREL PARK RESTROOMS-CLOG	GENERAL FUND	PARK MAINTENANCE	168.00
	TOTAL:			288.00
PACIFIC SECURED EQUITIES, INC.	BIKE PATH SIGNS	GENERAL FUND	STREET MAINTENANCE	529.86
	TOTAL:			529.86
JCL TRAFFIC SERVICES	WC TPA SVCS. JULY 2021	SELF INSURANCE TRU	INSURANCE	1,125.00
	TOTAL:			1,125.00
STEVE KIM	4TH OF JULY TRAFFIC CONTROL	GENERAL FUND	SPECIAL EVENTS	2,100.00
	4TH OF JULY TRAFFIC, CONES	GENERAL FUND	SPECIAL EVENTS	4,375.00
	TOTAL:			6,475.00
KONICA MINOLTA PREMIER	DAY CAMP EXCURSION REIMBUR	GENERAL FUND	DAY CAMP	257.09
	TOTAL:			257.09
LOWE'S	ADMIN FRONT OFFICE- LEASE	GENERAL FUND	FINANCE	503.09
	FINANCE- LEASE	GENERAL FUND	FINANCE	545.37
	TOTAL:			1,048.46
MISC. VENDOR	BUILDING LIGHT BULBS/SENSO	GENERAL FUND	BUILDING MAINTENANCE	41.78
	SHOP TOOLS	GARAGE FUND	GARAGE	73.27
	TOTAL:			115.05
MV CHENG ASSOCIATES, INC.	ALLEY OOP BRYAN GRAY:REFUN	GENERAL FUND	NON-DEPARTMENTAL	420.00
	BRITNEY HARSTON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	52.40
	DAVID BUTTERWORTH:REFUND	GENERAL FUND	NON-DEPARTMENTAL	262.00
	LUIS BRECEDA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	40.00
	NOAH GREENBERG:REFUND	GENERAL FUND	NON-DEPARTMENTAL	40.00
	RINO RIVERA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	98.00
	TANYA REED:REFUND	GENERAL FUND	NON-DEPARTMENTAL	83.00
	YAYOI SHIGEKUNI:REFUND	GENERAL FUND	NON-DEPARTMENTAL	15.00
	BELINDA ROMAN:REFUND	GENERAL FUND	RECORDS	69.41
	TOTAL:			1,079.81
	SR. ACCOUNT SVCS. MAY 2021	GENERAL FUND	FINANCE	656.25
	SR. ACCOUNTANT SVCS. JUNE	GENERAL FUND	FINANCE	5,025.00
	TOTAL:			5,681.25
COMMUNITY MEDIA CORP.	PUBLIC NOTICE (ORD 2021-01	GENERAL FUND	CITY COUNCIL	155.00
	TOTAL:			155.00
NOBEL SYSTEMS, INC.	GENERAL FUND		PLANNING	8,000.00
	TOTAL:			8,000.00
PLACEWORKS, INC.	PROF. SVCS-GENERAL PLAN 05	GENERAL FUND	NON-DEPARTMENTAL	8,200.80
	PROF. SVCS GENERAL PLAN 06	GENERAL FUND	NON-DEPARTMENTAL	23,920.00
	TOTAL:			32,120.80

WARRANTS 07/28/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
POWERTRIP RENTALS, LLC	RENTAL EQUIPMENT- 07/04/21	GENERAL FUND	SPECIAL EVENTS	3,675.91
			TOTAL:	3,675.91
PRINTMASTERS	WINDOW CLING & FACE MASK S	GENERAL FUND	CITY COUNCIL	90.68
	COVID-19 MASK COROPLAST SI	GENERAL FUND	ADMINISTRATION	218.50
	VACCINATION COROPLAST SIGN	GENERAL FUND	ADMINISTRATION	98.33
			TOTAL:	407.51
Public Risk Innovation Solutions and M	GIL1 RENEWAL FY 21-22	SELF INSURANCE TRU	INSURANCE	160,638.00
			TOTAL:	160,638.00
REDEFLEX TRAFFIC SYSTEMS, INC.	JUNE 2021-COMM INTERSECTIO	GENERAL FUND	TRAFFIC	8,718.18
			TOTAL:	8,718.18
SANBON PRO APPAREL	BUSINESS SPOTLIGHT SHIRTS	GENERAL FUND	COMMUNITY DEVEL ADMIN	16.16
			TOTAL:	16.16
SIR SPEEDY	SHIPPING LABELS	GENERAL FUND	CITY COUNCIL	204.25
	CERTIFICATE FOLDERS	GENERAL FUND	CITY COUNCIL	701.39
	BUSINESS CARDS- C.SIMMONS	GENERAL FUND	ADMINISTRATION	62.27
	BUSINESS CARDS - E. FLYNN	GENERAL FUND	PATROL	67.68
	BUSINESS CARDS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	51.35
	BUSINESS CARDS	GENERAL FUND	BUILDING INSPECTION	51.35
			TOTAL:	1,138.29
SITZONE LANDSCAPE SUPPLY HOLDING, LLC	REBAR/ BASE FOR ALLEY CONC	GENERAL FUND	STREET MAINTENANCE	42.28
	ROCK BASE FOR ALLEY CONCRE	GENERAL FUND	STREET MAINTENANCE	57.35
			TOTAL:	99.63
SO CAL SANITATION LLC	POP UP DOG PARK	GENERAL FUND	SPECIAL EVENTS	1,489.24
			TOTAL:	1,489.24
SOCAL AUTO & TRUCK PARTS INC.	OIL CHANGE- PD DURANGO	GARAGE FUND	GARAGE	70.96
			TOTAL:	70.96
SPECTRUM SECURITY GROUP, LLC	DEAD BOLT FOR COTTONWOOD	GENERAL FUND	PARK MAINTENANCE	272.38
	WELDING- NEW SECURITY DOOR	GENERAL FUND	BUILDING MAINTENANCE	750.00
			TOTAL:	1,022.38
ST. OF CALIFORNIA DEPT. OF JUSTICE	JUNE 2021-FINGERPRINTING	GENERAL FUND	NON-DEPARTMENTAL	328.00
	PRE-EMPLOYMENT FINGERPRINT	GENERAL FUND	NON-DEPARTMENTAL	128.00
	PRE-EMPLOYMENT FINGERPRINT	GENERAL FUND	NON-DEPARTMENTAL	32.00
			TOTAL:	488.00
STANLEY K APPEL	STANLEY K APPEL	SELF INSURANCE TRU	INSURANCE	80.00
			TOTAL:	80.00
TERRA NOVA PLANNING & RESEARCH, INC	ELEMENT & DRAFTING JUNE 20	GENERAL FUND	PLANNING	10,593.44
			TOTAL:	10,593.44
THE SHAMBOCK COMPANIES	NEW CHAIN SAW BLADES	GENERAL FUND	STREET MAINTENANCE	271.04
	WEED TRIMMER HEAD REPLACE	GENERAL FUND	PARK MAINTENANCE	107.41
			TOTAL:	378.45
TIME WARNER CABLE	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	39.99
	TIME WARNER CABLE-CABLE SV	GENERAL FUND	ADMINISTRATION	63.74

WARRANTS 07/28/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNITED STATES POSTMASTER	PD CABLE SVCS. 7/2/21-8/12	GENERAL FUND	COMMUNICATIONS TECHNOL	135.72
			TOTAL:	239.45
	POSTAGE-FALL 2021 ACTIVITY	GENERAL FUND	RECREATION ADMINISTRATION	1,607.86
			TOTAL:	1,607.86
V & V MANUFACTURING, INC.	2 BADGES / RIBBONS & REFIN	GENERAL FUND	PATROL	109.40
	BADGE RIBBON CHANGE	GENERAL FUND	PATROL	50.20
			TOTAL:	159.60
VERIZON WIRELESS	MDC 1-8; 7/11/21-810/21	GENERAL FUND	PATROL	304.10
	PD JETPACK 1&2; 7/11/21-81	GENERAL FUND	PATROL	76.02
	OFFICERS CELL; 7/11/21-810	GENERAL FUND	PATROL	428.82
	DETECTIVE CELL; 7/11/21-81	GENERAL FUND	INVESTIGATION	91.89
	CLO CHARGE; 7/11/21-810/21	GENERAL FUND	COMMUNITY OUTREACH	40.63
			TOTAL:	941.46
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	447.43
			TOTAL:	447.43
WGJ ENTERPRISES, INC	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	2,440.34
	STRIPING PROJECT	MEASURE M	NON-DEPARTMENTAL	48,806.75
			TOTAL:	46,366.41
MICHELE M. WILKOSZ	ADV. GUITAR 04/05/21	GENERAL FUND	SPECIAL CLASSES	17.55
	ADV. GUITAR 04/19/21	GENERAL FUND	SPECIAL CLASSES	21.45
	ADV. GUITAR 04/26/21	GENERAL FUND	SPECIAL CLASSES	21.45
			TOTAL:	60.45
WILLDAN ENGINEERING	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	7,200.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	12,885.50
	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	9,000.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	8,115.15
	PAVEMENT MNG. PLAN (PMP)	GENERAL FUND	CITY ENGINEER	3,772.00
	PAVEMENT MNG. PLAN (EMP)	GENERAL FUND	CITY ENGINEER	11,014.75
	SUBURBIA STREET PROJ. SB1	GENERAL FUND	CAPITAL PROJECTS	1,740.00
	SUBURBIA STREET PROJECT -	GAS TAX	CAPITAL PROJECTS	5,488.25
	SUBURBIA STREET PROJECT-	GAS TAX	CAPITAL PROJECTS	195.00
	FENLEY PUMP STATION	BUILDING IMPROVEME	CAPITAL PROJECTS	3,741.00
	FENLEY PUMP STATION	BUILDING IMPROVEME	CAPITAL PROJECTS	1,123.50
	FENLEY PUMP WALL PROJECT	BUILDING IMPROVEME	CAPITAL PROJECTS	2,149.75
	FENLEY PUMP WALL PROJECT	BUILDING IMPROVEME	CAPITAL PROJECTS	846.75
	SPEED SURVEY- MEASURE M	MEASURE M	NON-DEPARTMENTAL	440.25
	HOWARD STREET PROJ-MEASURE M	MEASURE M	NON-DEPARTMENTAL	963.75
	CERRITOS AVE. BRIDGE GUARD	SELF INSURANCE TRU	NON-DEPARTMENTAL	8,322.75
			TOTAL:	76,998.40
WOODRUFF, SPRADLIN & SMART	GENERAL ADV.- JUNE 2021	GENERAL FUND	CITY ATTORNEY	12,800.00
	PROSECUTOR SVCS.- JUNE 20	GENERAL FUND	CITY ATTORNEY	2,610.00
			TOTAL:	15,410.00
TRINI ZENOVKA	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	1,346.00
			TOTAL:	1,346.00

WARRANTS 07/28/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	466,976.96		
20	GAS TAX	7,423.25		
25	BUILDING IMPROVEMENT	7,861.00		
26	MEASURE M	50,210.75		
30	GARAGE FUND	2,097.26		
34	SELF INSURANCE TRUST	170,873.26		
99	POOL CLEARING FUND	177.57		

	GRAND TOTAL:	705,626.05		

ADVANCED WARRANT 07/29/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CALPERS	PERS UNFUNDED LIABILITY	GENERAL FUND	ADMINISTRATION	166,601.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	FINANCE	61,482.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	POLICE ADMINISTRATION	98,523.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	POLICE ADMINISTRATION	113,218.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	PATROL	517,349.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	INVESTIGATION	194,500.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	RECORDS	25,992.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	COMMUNITY OUTREACH	12,879.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	YOUTH SERVICES	21,169.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	COMMUNITY DEVEL ADMIN	51,879.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	PUBLIC WORKS ADMIN	51,879.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	STREET MAINTENANCE	101,501.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	PARK MAINTENANCE	13,963.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	BUILDING MAINTENANCE	44,082.00
	PERS UNFUNDED LIABILITY	GENERAL FUND	RECREATION ADMINISTRATION	141,417.00
			TOTAL:	1,616,428.00

===== FUND TOTALS =====
 10 GENERAL FUND 1,616,428.00

 GRAND TOTAL: 1,616,428.00

TOTAL PAGES: 1

Retirees Medical Reimbursement

Date: August 01, 2021

Number of Transactions: 17

Total Batch: \$9,794.23

Payroll 07/09/2021

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$2,220.42	\$13.40	\$852.55	
10-511 City Manager/ City Clerk	\$16,551.98	\$10,811.01	\$0.00	\$3,744.75	\$1,996.22	\$2,220.42	\$2,771.99	\$11,559.57	
10-512 Finance	\$8,157.69	\$6,831.25	\$79.77	\$823.95	\$422.72	\$674.76	\$849.69	\$6,638.24	
10-521 Police Administration	\$22,105.25	\$19,210.60	\$0.00	\$2,424.65	\$470.00	\$3,573.14	\$3,466.29	\$15,065.82	
10-522 Police- Patrol	\$67,110.27	\$47,083.53	\$8,727.21	\$7,612.80	\$3,686.73	\$11,364.69	\$11,373.06	\$44,372.52	
10-523 Police- Investigation	\$11,384.75	\$8,572.00	\$26.02	\$0.00	\$2,786.73	\$2,821.55	\$1,546.95	\$7,016.25	
10-524 Police- Records	\$5,728.37	\$3,727.69	\$0.00	\$428.31	\$1,572.37	\$377.23	\$747.63	\$4,603.51	
10-526 Police- Community Outreach	\$2,046.60	\$1,964.74	\$0.00	\$56.86	\$25.00	\$158.34	\$317.11	\$1,571.15	
10-528 Police- Traffic	\$2,792.65	\$0.00	\$0.00	\$114.15	\$2,678.50	\$124.72	\$186.60	\$2,481.33	
10-529 Police- Emergency Preparedness	\$910.00	\$0.00	\$0.00	\$0.00	\$910.00	\$0.00	\$258.87	\$651.13	
10-531 Development Services- Administration	\$12,963.60	\$9,421.64	\$0.00	\$2,951.96	\$590.00	\$1,411.24	\$2,945.65	\$8,608.71	
10-532 Development Services- Planning	\$5,346.70	\$2,763.60	\$0.00	\$394.80	\$2,188.30	\$629.54	\$644.94	\$4,072.22	
10-533 Development Services- Neighborhood Preservation	\$1,640.08	\$0.00	\$0.00	\$0.00	\$1,640.08	\$61.50	\$141.59	\$1,438.59	
10-542 Development Services- Street Maintenance	\$9,645.60	\$8,248.30	\$0.00	\$537.30	\$860.00	\$1,818.72	\$972.81	\$6,854.07	
10-543 Development Services- Park Maintenance	\$3,216.60	\$2,464.80	\$0.00	\$0.00	\$751.80	\$562.68	\$273.20	\$2,380.72	
10-544 Development Services- Facility Maintenance	\$3,449.32	\$2,121.60	\$0.00	\$0.00	\$1,327.72	\$317.86	\$276.95	\$2,854.51	
10-551 Recreation Administration	\$9,791.08	\$9,160.80	\$40.28	\$0.00	\$590.00	\$2,056.32	\$1,284.67	\$6,459.09	
10-556 Recreation- Sports	\$34,313.03	\$0.00	\$0.00	\$62.56	\$34,250.47	\$1,330.52	\$2,714.80	\$30,267.71	
TOTALS	\$218,076.77	\$133,304.76	\$8,873.28	\$19,152.09	\$56,746.64	\$29,560.48	\$30,786.20	\$157,730.09	

REGULAR INPUT: 100 MANUAL INPUT: 0 CHECK STUB COUNT: 3 DIRECT DEPOSIT STUB COUNT: 98

BENEFITS & WITHHOLDINGS

			Employee	Employer	
Fed Taxes	Employee/	Employer (MediCare)	\$26,336.42	\$23,381.03	\$2,955.39
State Taxes	Employee		\$7,406.24		
ICWA	Employee		\$2,113.45		
LosAl Police Reserves	Employee		\$30.00		
PD Association	Employee		\$1,436.75		
LosAl Employees Assoc	Employee		\$320.00		
Nationwide - Full Time	Employee		\$1,889.32		
Nationwide - PT	Employee/	Employer	\$3,440.60	\$1,720.30	\$1,720.30
PERS Deferred Comp	Employee		\$1,305.98		
PERS	Employee/	Employer	\$36,484.68	\$13,910.48	\$22,574.20
AFLAC	Employee		\$163.26		
PERS Medical	Employee/	Employer			
Delta Dental PPO	Employer				
Delta Dental HMO	Employer				
VSP Vision	Employer				
Standard Self Admin	Employee/	Employer			
Standard Life Optional	Employee				
TOTALS			\$80,926.70	\$39,011.81	\$27,249.89

DEDUCTION GRAND TOTALS

DESC	EARNINGS		DEDUCTIONS		TAXES	
	HRS	AMOUNT	CD	ABBY	EMPLOYEE	EMPLOYER
REG	3,326.93	\$133,304.76	125	I-125	\$578.10	
PRNG	2,558.00	\$45,570.30	129	I-129	\$288.47	
PHEO	52.17	\$1,825.95	AFP	AFLPT	\$65.89	
OT	3.00	\$120.05	CMP	CLOAN	\$123.82	
OTS	104.31	\$7,705.84	DCI	DCICM	\$1,965.00	
CTOT	12.00	\$869.28	DCN	DCNW	\$1,889.32	
STBY	2.00	\$178.11	DCP	DCPRS	\$1,225.76	
CAR	0.00	\$950.00	DD1	DPRO1		\$286.55
CELL	0.00	\$790.00	DD2	DPRO2		\$222.65
PHC	0.00	\$106.36	DD3	DPRO3		\$601.11
MEDR	0.00	\$3,150.00	DD4	DDMO1		\$8.11
SEAS	0.00	\$428.60	DD6	DDMO3		\$108.15
SPSK	0.00	\$340.40	DIS	DISAF	\$15.74	
OCWD	0.00	\$250.00	DLI	DCLIC	\$148.45	
OCWE	0.00	\$160.00	DLP	DCLPE	\$80.22	
UNIF	0.00	\$100.00	LAR	LARAD	\$30.00	
UNI2	0.00	\$625.00	LEA	LAEAD	\$320.00	
RTRO	0.00	\$106.36	LIF	LIFE	\$213.37	
ADML	83.00	\$3,813.85	LTD	A LTD	\$91.60	
COMP	4.50	\$189.84	MED	MDINS	\$5,440.31	\$17,113.60
EAU	42.00	\$2,005.38	PBB	PRSEB	\$481.97	
EAA	42.00	\$-	PC2	PRCZR	\$14.28	
CONA	32.00	\$-	PN1	PERME	\$1,758.28	
FHO	17.66	\$1,136.04	PN2	PERMR	\$4,384.47	\$1,999.79
SICK	129.25	\$5,345.63	PN3	PERSE		\$4,399.32
VAC	85.66	\$4,199.70	PN4	PERSR		
POSTS	0.00	\$200.00	POS	POAS	\$1,436.75	
POST6	0.00	\$150.00	PR0	PRM8	\$1,650.48	
POST7	0.00	\$1,661.20	PR2	PRSMR		\$5,783.39
POST8	0.00	\$332.47	PR4	PRSSR		\$10,389.26
POVA	41.23	\$2,461.65	PR5	PRSEB	\$1,920.87	
			PR6	PRSAF	\$2,028.76	
			PR7	PRME4	\$921.79	
			PR8	PRMAF	\$687.36	
			RTP	RT-PT	\$1,717.54	\$1,717.54
			SUR	SURVI	\$38.13	
			VS1	VISIT1		\$79.80
			VS2	VISIT2		\$38.15
			VS3	VISIT3		\$123.48
			WG5		\$43.75	
Totals	6,535.71	\$ 218,076.77			\$29,560.48	\$42,870.90

Payroll 07/23/2021

DEPARTMENT RECAP									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$57.25	\$13.40	\$852.55	
10-511 City Manager/ City Clerk	\$16,763.09	\$12,736.29	\$0.00	\$0.00	\$4,026.80	\$2,227.35	\$2,748.30	\$11,787.44	
10-512 Finance	\$8,004.83	\$6,698.30	\$199.43	\$0.00	\$1,106.90	\$667.58	\$811.77	\$6,525.28	
10-521 Police Administration	\$24,857.20	\$18,740.65	\$0.00	\$4,090.49	\$2,026.06	\$3,536.36	\$4,395.66	\$16,925.18	
10-522 Police- Patrol	\$78,983.19	\$46,302.56	\$20,366.16	\$8,585.44	\$3,729.03	\$11,389.60	\$17,078.57	\$50,515.02	
10-523 Police- Investigation	\$12,900.17	\$5,719.40	\$788.37	\$2,852.60	\$3,439.80	\$2,821.55	\$1,913.37	\$8,065.25	
10-524 Police- Records	\$6,472.67	\$2,635.40	\$0.00	\$1,154.27	\$2,683.00	\$407.39	\$860.73	\$5,204.55	
10-526 Police- Community Outreach	\$2,123.40	\$1,845.70	\$0.00	\$25.27	\$252.43	\$163.52	\$339.14	\$1,620.74	
10-528 Police- Traffic	\$3,168.34	\$0.00	\$0.00	\$0.00	\$3,168.34	\$138.81	\$244.17	\$2,785.36	
10-529 Police- Emergency Preparedness	\$1,120.00	\$0.00	\$0.00	\$0.00	\$1,120.00	\$0.00	\$294.56	\$825.44	
10-531 Development Services- Administration	\$10,641.54	\$8,614.28	\$117.54	\$156.72	\$1,753.00	\$1,411.24	\$2,117.05	\$7,113.25	
10-532 Development Services- Planning	\$5,087.50	\$2,763.60	\$0.00	\$0.00	\$2,323.90	\$620.94	\$624.58	\$3,841.98	
10-533 Development Services- Neighborhood Preservation	\$1,858.25	\$0.00	\$0.00	\$0.00	\$1,858.25	\$69.68	\$130.41	\$1,658.16	
10-542 Development Services- Street Maintenance	\$10,725.75	\$7,333.10	\$459.90	\$1,368.95	\$1,563.80	\$1,827.15	\$1,278.53	\$7,620.07	
10-543 Development Services- Park Maintenance	\$3,450.84	\$1,848.60	\$415.94	\$308.10	\$878.20	\$555.86	\$323.48	\$2,571.50	
10-544 Development Services- Facility Maintenance	\$4,166.10	\$1,856.40	\$358.02	\$0.00	\$1,951.68	\$315.38	\$509.91	\$3,340.81	
10-551 Recreation Administration	\$9,767.20	\$7,744.02	\$0.00	\$364.78	\$1,658.40	\$2,063.50	\$1,275.13	\$6,428.57	
10-556 Recreation- Sports	\$36,844.85	\$257.25	\$0.00	\$129.68	\$36,457.92	\$1,559.27	\$2,898.84	\$32,386.74	
TOTALS	\$237,757.92	\$126,018.75	\$22,705.36	\$19,036.30	\$69,997.51	\$29,832.43	\$37,857.60	\$170,067.89	

REGULAR INPUT: 106 MANUAL INPUT: 0 CHECK STUB COUNT: 5 DIRECT DEPOSIT STUB COUNT: 102

BENEFITS & WITHHOLDINGS

	Employee	Employer
Fed Taxes	\$31,932.46	\$3,244.39
State Taxes	\$9,172.47	
ICMA	\$2,113.45	
LosAl Police Reserves	\$30.00	
PD Association	\$1,399.97	
LosAl Employees Assoc	\$320.00	
Nationwide - Full Time	\$1,889.32	
Nationwide - PT	\$3,723.08	\$1,861.54
PERS Deferred Comp	\$1,305.98	
PERS	\$36,474.08	\$22,601.58
AFLAC	\$0.00	
PERS Medical	\$59,517.26	
Delta Dental PPO	\$4,063.13	
Delta Dental HMO	\$336.43	
VSP Vision	\$842.38	
Standard Self Admin	\$1,591.71	\$1,370.18
Standard Life Optional	\$422.90	
TOTALS	\$155,134.62	\$29,077.69
	\$44,631.65	

DEDUCTION GRAND TOTALS

EARNINGS			DEDUCTIONS			TAXES				
DRSC	HRS	AMOUNT	CD	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3,097.67	\$125,761.50	125	I-125		\$578.10	FED W/H	\$210,526.23	\$25,443.68	
PRG	2,816.12	\$49,616.78	129	I-129		\$288.47	ST WH CA	\$210,526.23	\$9,172.47	
PHEO	54.67	\$1,913.45	AFP	AFLPT		\$65.89	MEDI	\$223,545.62	\$3,241.45	\$3,241.45
HOL	235.00	\$9,640.71	CMP	CLOAN		\$123.82				
OT	46.66	\$2,138.60	DCI	DCICM		\$1,965.00				
OTS	243.83	\$20,175.74	DCN	DCNWN		\$1,889.32				
CTOT	6.00	\$391.02	DCP	DCPRS		\$1,225.76				
MOT	0.00	\$527.22	DD1	DPFO1		\$286.55				
CAR	0.00	\$950.00	DD2	DPFO2		\$222.65				
MEDR	0.00	\$3,150.00	DD3	DPFO3		\$601.11				
SFAS	0.00	\$593.68	DD4	DDMO1		\$8.11				
SFSK	0.00	\$340.40	DD6	DDMO3		\$108.15				
OCWD	0.00	\$225.00	DIS	DISAF		\$15.74				
OCWE	0.00	\$200.00	DLI	DCLIC		\$148.45				
UNIF	0.00	\$100.00	DLF	DCLPE		\$80.22				
UN12	0.00	\$125.00	LAR	LARAD		\$30.00				
RTRO	0.00	\$421.60	LEA	LAERAD		\$320.00				
COMP	23.83	\$953.91	LIF	LIFE		\$213.37				
EAD	48.00	\$2,419.98	LTD	A LTD		\$91.60				
EAA	36.00	\$-	MED	MDINS		\$5,440.31			\$17,113.60	
COMA	78.50	\$-	PBB	PRSEB		\$481.97				
ELHO	20.00	\$565.80	PC2	PRC2R		\$14.28				
SICK	112.00	\$4,798.56	PN1	PEPME		\$1,771.89				
VAC	157.50	\$6,408.60	PN2	PEPMR		\$4,409.38			\$2,015.39	
EMSL	17.50	\$257.25	PN3	PEPSE		\$4,409.38				
POST5	0.00	\$200.00	PN4	PEPSR		\$1,399.97			\$4,424.33	
POST7	0.00	\$1,661.20	POS	FOAS		\$1,650.48				
POST8	0.00	\$332.47	PR0	PRM8					\$5,783.39	
POVA	75.00	\$3,889.45	PR2	PRSMR					\$10,389.26	
			PR4	PRSSR						
			PR5	PRSR4		\$1,920.87				
			PR6	PRSAF		\$2,028.76				
			PR7	PRNB4		\$921.79				
			PR8	PRMAF		\$687.36				
			RTF	RT-PT		\$1,853.93				
			SUR	SURVI		\$36.13			\$1,853.93	
			VS1	VISI1					\$79.80	
			VS2	VISI2					\$30.15	
			VS3	VISI3					\$123.48	
			WGS			\$177.57				

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

REGULAR MEETING – July 19, 2021

1. CALL TO ORDER

The City Council met in Regular Session at 5:01 p.m., Monday, July 19, 2021, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Chirco presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Wayne Byerley, Police Captain
Michael Daudt, City Attorney
Craig Koehler, Interim Finance Director
Emeline Noda, Acting Rec. and Community Svcs. Director
Ron Noda, Acting Deputy City Manager
Eric R. Nunez, Police Chief
Windmera Quintanar, MMC, City Clerk

3. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

Authority: Government Code Section 54957

City Attorney Daudt read the item aloud.

RECESS

The City Council recessed into Closed Session at 5:01 p.m.

RECONVENE

The City Council reconvened in Regular Session at 6:09 p.m.

City Attorney Daudt stated there was no reportable action.

4. PLEDGE OF ALLEGIANCE

Council Member Doby led the Pledge of Allegiance.

5. INVOCATION

Council Member Bates gave the Invocation.

6. PRESENTATION

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

Mayor Chirco presented the Commendation. Director Lakin spoke briefly.

7. ORAL COMMUNICATIONS

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

John Underwood spoke regarding upcoming new program to be aired on Los Al TV.

8. COUNCIL ANNOUNCEMENTS

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

Council Member Doby spoke regarding attendance at the Teofilo Coffee Ribbon Cutting, 4th of July Spectacular, Pietrini Pizza Ribbon Cutting, Human Relations Commissions meeting, Orange County Mosquito and Vector Control District Board meeting, and Drive-up Music in the Park event. She stated support for local businesses highlighting the ones she recently visited, Doughnut Boss, Cassidy Nails, and Angelina's Pizza.

Council Member Nefulda spoke regarding attendance at the 4th of July Spectacular, tour of the Joint Forces Training Base with Tom Lasser, and pop-up dog park at Laurel Park.

Council Member Bates spoke regarding attendance at the Teofilo Coffee Ribbon Cutting, US Women's Water Polo game at the Joint Forces Training Base, and the League of California Cities Revenue and taxation Committee.

Mayor Pro Tem Hasselbrink spoke regarding attendance at the 4th of July Spectacular, neighborhood events, and Orange County Fire Authority Board meeting. She advised of the upcoming Casa Youth Center Poker Night Fundraiser in August.

Mayor Chirco spoke regarding attendance at the 4th of July Spectacular, requested the fireworks be moved closer to the Los Alamitos side, attendance at his neighborhood parade and pop-up, Drive-up Music in the Park event, pop-up dog park at Laurel Park, Pietrini Pizza Ribbon Cutting, registered for Race Los Al, and Orange County Sanitation District Board meeting.

9. ITEMS FROM THE CITY MANAGER

City Manager Simmons asked for an overview of upcoming events. Acting Recreation and Community Services Director Noda advised of the upcoming events Music and Movies, Drive-Up Film and Foodfest, Serve Los Al, and Race Los Al.

10. WARRANTS

Council Member Bates questioned the Tyler Technology charge for maintenance and the difference in payroll expenses.

City Manager Simmons advised Tyler Technology charge is a version upgrade to the City's accounting system and the payroll differences was due to overtime for various events throughout the City.

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council ratified the Warrants for the period from June 11, 2021 to July 1, 2021, in the amount of \$960,786.71.

ROLL CALL

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

11. CONSENT CALENDAR

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

Council Member Bates pulled items 11D and 11F.

Motion/Second: Bates/Doby

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

A. Approval of Minutes (City Clerk)
Approved the City Council Regular Minutes of June 21, 2021.

B. Adopt Ordinance 2021-02 – Amending Title 17 (Zoning) of the Los Alamitos Municipal Code (Development Services)
City Council introduced for first reading, read by title only, and waived further reading of Ordinance No. 2021-02 at the June 21, 2021 meeting. This Ordinance adopts a Zoning Ordinance Amendment (ZOA 21-01) to improve the Zoning Code (Title 17) through clarifications considered and

recommended by the Planning Commission during its March 24, 2021 meeting (Citywide).

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

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

City Council awarded the contract for the Old Town West Calming Project – Phase 1 (CIP No. 20/21-01) to PCI at the January 19, 2021 meeting. Staff is recommending that City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contracts Codes.

The City Council:

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

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

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

The City Council:

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

End of Consent Calendar

Items Pulled from Consent Calendar

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

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

Council Member Bates received clarification on the timeline and term of the contract and confirmation the contract could be canceled for lack of performance.

Motion/Second: Bates/Chirco

Unanimously Carried: The City Council:

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

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

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

Council and Staff discussed the benefits of upgrading the City's system, security, backups, and cyberpolicy.

Motion/Second: Bates/Nefulda.

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

12. DISCUSSION ITEMS

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

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

City Attorney Daudt summarized the Staff report.

City Manager Simmons spoke to Mr. Koehler, Mr. Noda, and Ms. Noda's work ethic, job performance during a pandemic, and stated they were part of the management team.

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council:

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

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

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

Acting Deputy City Manager Noda summarized the staff report.

Council and Staff discussed the following topics: slowed response for emergency vehicles, Old Town West Striping project and reported slowing of traffic, and clarification this was adoption of a policy for future action if warranted and not a recommendation to install speed humps.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council adopted Resolution No. 2021-18, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING THE LOS ALAMITOS SPEED HUMP POLICY."

13. ADJOURNMENT

The City Council adjourned in memory of longtime resident Carol Sylvia at 6:55 p.m.

Mark Chirco, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 16, 2021

ITEM NUMBER: 11B

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

Presented By: Craig Koehler, Finance Director

Subject: Treasurer's Quarterly Investment Report – June 2021

SUMMARY

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

RECOMMENDATION

Receive and file the Treasurer's Quarterly Investment Report – June 2021.

BACKGROUND/ DISCUSSION

Sound investment practices are essential to the City's fiscal management. The City Treasurer is responsible for managing the City's investment portfolio, focusing first on the safety of investments and then on liquidity and an appropriate rate of return. The investment report and portfolio composition are attached.

FISCAL IMPACT

None.

Submitted by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

Attachments:

- 1. Quarterly Investment Report*
- 2. Pooled Investment Portfolio Holdings*

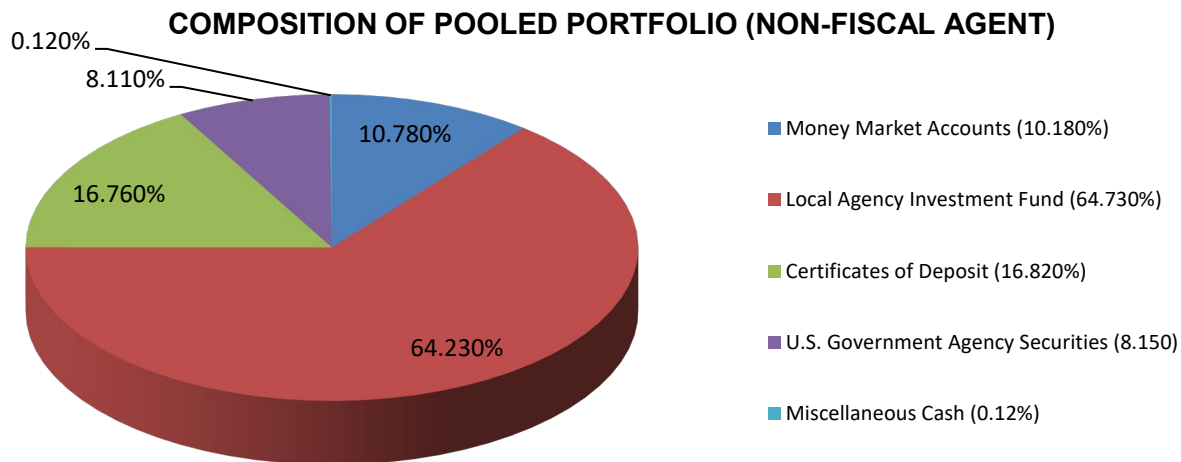


CITY OF LOS ALAMITOS

Quarterly Investment Report

June 30, 2021

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 1,634,880.90	\$ 1,634,880.90
Local Agency Investment Fund (LAIF)	9,743,705.30	9,744,513.74
Certificates of Deposit	2,471,000.00	2,542,866.69
U.S. Government Agency Securities	1,250,000.00	1,246,386.25
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	15,103,086.20	15,172,147.58
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	175.50	175.50
TOTAL INVESTMENTS HELD BY FISCAL AGENT	175.50	175.50
TOTAL CASH & INVESTMENTS	\$ 15,103,261.70	\$ 15,172,323.08



It has been verified that this investment portfolio is in conformity with the City's investment policy which was approved by City Council on 11/16/20. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 0.53 years, and the weighted average yield on cost is 0.717%. The cash held and invested with fiscal agent is subject to the investment provisions of the related trust indenture associated with the bond transaction which generated the cash.

Craig Koehler

Craig Koehler, Finance Director



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
June 30, 2021

DESCRIPTION OF SECURITY	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
<u>MONEY MARKET ACCOUNTS</u>							
US Bank	Varies	Varies	Coll. ¹	Varies	1,634,880.90	0.50%	1,634,880.90
SUBTOTAL MONEY MARKET ACCOUNTS					1,634,880.90		1,634,880.90
LOCAL AGENCY INVESTMENT FUND (LAIF)	Varies	Varies	NR	Varies	9,743,705.30	0.30%	9,744,513.74
<u>CERTIFICATES OF DEPOSIT</u>							
Ally Bank (FDIC Gtd)	3.00%	07/26/21	FDIC	07/26/18	246,000.00	3.00%	247,074.77
Discover Bank (FDIC Gtd)	1.75%	11/02/21	FDIC	11/02/16	248,000.00	1.75%	249,481.06
BMW Bank North America (FDIC Gtd)	3.10%	08/10/22	FDIC	08/10/18	246,000.00	3.10%	254,864.36
Wells Fargo Bank (FDIC Gtd)	3.25%	09/28/22	FDIC	09/28/18	249,000.00	3.25%	259,436.09
Morgan Stanley (FDIC Gtd)	3.20%	05/17/23	FDIC	05/17/18	246,000.00	3.20%	260,990.99
Synchrony Bank (FDIC Gtd)	3.30%	07/20/23	FDIC	07/20/18	246,000.00	3.30%	262,686.18
CitiBank (FDIC Gtd)	3.30%	09/21/23	FDIC	09/21/18	245,000.00	3.30%	262,850.21
Medallion Bank Utah CTF	0.55%	07/30/25	FDIC	07/30/20	249,000.00	0.55%	249,970.85
J P Morgan Chase Bank NA	0.80%	05/28/26	FDIC	05/28/21	248,000.00	0.80%	247,728.19
Texas Exchange Bank SSB	0.80%	06/04/26	FDIC	06/04/21	248,000.00	0.80%	247,783.99
SUBTOTAL CERTIFICATES OF DEPOSIT					2,471,000.00		2,542,866.69
<u>U.S. GOVERNMENT AGENCY SECURITIES</u>							
Federal Home Ln Mtg Corp MTN NTS	0.45%	07/29/24	AAA	07/29/20	750,000.00	0.45%	748,925.25
U. S Treasury Notes	0.50%	03/31/25	AAA	05/26/21	500,000.00	0.50%	497,461.00
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES					1,250,000.00		1,246,386.25
MISCELLANEOUS CASH					3,500.00		3,500.00
TOTAL CUSTODY HOLDINGS					3,721,000.00		3,789,252.94
TOTAL POOLED CASH & INVESTMENTS					15,103,086.20		15,172,147.58

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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 16, 2021

ITEM NUMBER: 11C

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

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Approval of the Request for Proposals (RFP) 2021-09 and Authorization to Bid for Bus Shelter Advertising and Maintenance Services

SUMMARY

This report recommends actions to facilitate the solicitation of bids for contractual services for Bus Shelter Advertising and Maintenance Services.

RECOMMENDATIONS

1. Approve the Request for Proposals (RFP) 2021-09 for Bus Shelter Advertising and Maintenance Services; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

Bus shelters are an amenity provided at transit stops, providing cover from sun or weather, seating, and information about the transit system. The City currently has 19 bus shelter locations operated and maintained by the current contractor, Clear Channel Outdoor Inc. In anticipation of the contract's expiration date on December 31, 2021, staff has prepared the provided RFP that will seek to solicit bids from qualified service providers.

The current agreement with Clear Channel, was initially executed in 2006 – as per the terms of this agreement, Clear Channel installed 19 new bus shelters at no cost to the City. The City has the option to purchase the existing benches from Clear Channel otherwise they will be removed at the end of the contract's term. The City does not intend to purchase the existing shelters, as it will be seeking the installation of new shelters from the awarded Contractor.

The availability of bus shelters with ad boxes within City limits, provides the capability to market City events, display public service announcements and other information provided by partners of the City such as the Orange County Mosquito and Vector Control District, and provide education.

DISCUSSION

The purpose of this Request for Proposal (RFP) is to solicit and select a contractor to provide contract services, which will augment City staff as it relates to bus shelter maintenance and advertising services. Under the direction of the Development Services Department, the selected contractor is expected to provide the described services in a cost-effective, efficient and professional manner, and to provide labor, tools, equipment materials and supplies necessary to complete work in a manner that will meet the City's requirements.

Objectives and Fees

The proposed RFP, will seek the installation of new shelters, routine maintenance of all bus shelter locations, advertising services to the City at no cost, and 10% of the annual gross advertising revenues received by the Contractor for the Bus Shelter Program. In contrast to neighboring cities, the City's existing and previous contracts with Clear Channel have not required an annual payment based on revenue generated. In examining the conduct of neighboring cities, records indicate that imposing this fee is a normal practice.

In their current contracts, the neighboring cities of Cypress and Seal Beach, both impose a required annual payment from the Contractor providing similar bus shelter services - while the City of Cypress only requires 20% the annual gross advertising revenues, the City of Seal Beach imposes an annual fee equal to the greater of either (1) 20% of the gross advertising revenue generated by the shelters; or, (2) an applicable minimum annual guarantee starting at \$43,000.

Shelter Locations

While there are currently 19 identified shelters, 7 locations have been identified to have benches onsite with no shelter in place. Replacing the existing benches with operational bus shelters, will provide an opportunity for additional advertising locations.

EXISTING BUS SHELTER LOCATION
Eastbound Katella SE of Epson Way
Eastbound Katella Avenue SE of Wallingsford Ave
Southbound Los Alamitos Blvd SW of Katella Ave
Southbound Los Alamitos Blvd SW of Farquhar Avenue
Southbound Los Alamitos Blvd SW of Orangewood Ave
Southbound Los Alamitos Blvd SW of Rossmoor Way
Northbound Los Alamitos Blvd NE of Bradbury Ave

Northbound Los Alamitos Blvd NE of Rossmoor Way
Northbound Los Alamitos Blvd NE of Orangewood Ave
Northbound Los Alamitos Blvd SE of Farquhar Ave
Eastbound Katella Avenue SW of Maple St
Eastbound Katella Avenue SE of Noel St
Eastbound Katella Avenue SW of Walker Street
Westbound Katella Avenue NW of Lexington Dr
Westbound Katella Ave NW of Portal Drive
Westbound Katella Ave SW of Walnut St
Northbound Los Alamitos Blvd NE of Katella Ave
Northbound Los Alamitos Blvd NE of Catalina St
Southbound Bloomfield Street SW of Ball Rd

While conducting a survey of shelter locations, staff identified bus stop locations that do not have bus shelters in place. The proposed RFP will include these identified locations as potential shelter locations, dependent on whether accessibility requirements can be met. Those locations include:

PROPOSED SHELTER LOCATION
Southbound Los Alamitos Blvd SW of Catalina St
Eastbound Katella Ave SE of Los Alamitos Blvd
Eastbound Katella Ave SE of Bloomfield St
Eastbound Katella Ave SE of Siboney St
Eastbound Katella Ave SE of Winner Circle
Southbound Bloomfield St SW of San Bonito Ave
Westbound Cerritos NW of Bloomfield St

Shelter Design

The proposed RFP will require each proposer to submit sample shelter designs. As a general guide, the proposers will be asked to provide design of shelters in a brown color such as Sherwin Williams French Roast 6069, with a Spanish style roof and a plate affixed to the roof with the City's name for branding purposes.

Proposed Term and Timeline

Once a contractor is selected, a contract will be established for a term that will run for ten years, with a maximum of two – 5-year extensions. The useful life for bus shelters ranges from 10-12 years. The following is an approximate timeline for awarding of the contract:

DATE	ACTION
08/16/21	City Council Approval of RFP 2021-09
08/18/21 and 08/25/21	Advertise RFP
09/02/21	Bid Opening

10/18/21	City Council Award of Contract
----------	--------------------------------

FISCAL IMPACT

It is anticipated that the City will incur no costs from this service, as it is seeking free City advertising and maintenance in exchange for the Contractor's ability to manage and generate revenue from shelters affixed on City streets.

Submitted by: Ron Noda, Acting Deputy City Manager

Approved by: Chet Simmons, City Manager

Attachment: 1. *RFP 2021-09 Bus Shelter Advertising and Maintenance Services*
 2. *Sample Color for Shelter*

City of Los Alamitos



Request for Proposal (RFP) 2021-09 Bus Shelter Maintenance and Advertising Services

FOR

Development Services Department

Attn: Ron Noda
Acting Deputy City Manager
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 500
(562) 493-1255 Fax
Email: rnoda@cityoflosalamitos.org

Deadline/Bid Opening Date:
Must be received by 2:00pm
Thursday, September 2nd, 2021

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

TABLE OF CONTENTS

REQUEST FOR PROPOSAL (RFP) 2021-09
BUS SHELTER MAINTENANCE AND ADVERTISING SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

NOTICE INVITING SEALED PROPOSALS	A
INTRODUCTION TO BIDDERS	B
SCOPE OF SERVICES	C
PROPOSAL SCHEDULE	D
FORMS.....	E
BUS SHELTER MAINTENANCE AND ADVERTISING SERVICES AGREEMENT.....	F

SECTION A

**REQUEST FOR PROPOSAL (RFP) 2021-09
BUS SHELTER MAINTENANCE AND ADVERTISING SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED PROPOSALS

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, September 2nd, 2021 as follows:

Bus Shelter Maintenance & Advertising Services Proposal

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

The contract will consist of: construct and install new bus shelters, maintain (including regular cleaning) of new shelters, along with the operation of all related lease-advertising, at no cost to the City, as described in the scope of work herein.

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
Ron Noda
Acting Deputy City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

SECTION B

**REQUEST FOR PROPOSAL (RFP) 2021-09
BUS SHELTER MAINTENANCE AND ADVERTISING SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

Two (2) originals 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: Ron Noda
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.

Proposals must be prepared in conformance with INSTRUCTIONS TO PROPOSERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

**“SEALED PROPSAL FOR REQUEST FOR PROPOSAL (RFP) 2021-09 BUS SHELTER
MAINTENANCE AND ADVERTISING SERVICES. DO NOT OPEN WITH REGULAR
MAIL”**

1. REFERENCES AND QUALIFICATION REQUIREMENTS

Contractor must present evidence indicative of its ability to finance, provide, and sustain the specified Mobile Fleet Maintenance Services to the satisfaction of the City. Failure to include any of the following information as requested below may cause proposal to be deemed non-responsive if the City has no prior experience with Contractor.

- a. **Client References:** Contractor shall furnish on a separate sheet of paper a list of three (3) current customers, including company name, street address, telephone number and contact person, for whom contractor has provided similar services. The City intends to contact these customers to determine reliability, Contractor's performance, service and other information.
- b. **General Business Statement:** A statement of all of the important business activities of contractor's major business. This statement should emphasize the required minimum of two (2) consecutive years of recent experience in the provision of the specified maintenance services at similar sized fleet and with similar service levels as those required for this Contract. Contractor shall guarantee that the actual on-site supervisor or foreman shall possess this experience.
- c. **Financial Statement:** Most recent and complete financial statement of Contractor's current assets, liabilities and net worth.
- d. **Credit References:** A minimum of five (5) credit or financial references giving names, street addresses and telephone numbers in each instance.
- e. **Work History:** In addition to **Client References**, list all Contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers in each instance.

2. REQUIREMENT FOR SUPPLEMENTAL INFORMATION

Following the evaluation of proposals, and prior to any consideration of award, the apparent responsible Contractor(s) may be required to provide supplemental information such as the number of employees, types of tools and vehicles used under this Contract. The supplemental information will be used to evaluate the Contractor's ability to fulfill the terms of the Contract, and determine the relative values and benefits of utilizing a Contractor in lieu of City staff.

3. RFP TERMS AND CONDITIONS

- A. This RFP does not commit the City to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the City, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This

RFP and the process it describes are proprietary to the City and are the sole exclusive benefit of the City.

Any response will become the property of the City and, if required by law, may be subject to public disclosure by the City or any authorized agent of the City. Proposers must identify all copyrighted material, trade secrets or other proprietary information that proposers claim are exempt from the California Public Records Act. In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following: “The Proposer will indemnify the City and its officers, employees and agents and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request thereof.” Failure to include such a statement shall constitute a waiver of proposer’s right to exemption from this disclosure.

Exceptions to the terms and conditions of the Bus Shelter Maintenance and Advertising Services Agreement (the “Services Agreement”) (Section F) shall be clearly stated in the proposal. Proposers should also specifically identify any portion of the Services Agreement that the Proposer desires to amend either by addition, deletion or modification. The City shall not consider any such exceptions or amendments to the Services Agreement not included in the proposal.

- B. The City is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.
- C. It shall be the proposer’s responsibility to review and verify the completeness of its proposal. Proposers will not be allowed to alter proposal documents after the date due for submission.

The City may request to inspect properties or contact clients referenced in the proposer’s proposal. The City also reserves the right to conduct investigations with respect to the qualifications of a proposer.

- D. The City reserves the right and option to reject any and all proposals for a reason deemed appropriate by the City, and re-issue the RFP at any time prior to execution of a final contract.

BACKGROUND

The City of Los Alamitos is soliciting Requests for Proposals (RFP) from qualified organizations to construct and install new bus shelters, maintain (including regular cleaning) of new shelters, along with the operation of all related lease-advertising, with a percent of net advertising revenue to the City of Los Alamitos and advertising accessibility at no cost to the City. The selected Contractor will work closely with the Development Services Department and other City staff.

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 bus shelter maintenance, to include the construction and installation of new shelters, along with the operation of a lease-advertising program. This program provides the City the ability to advertise as needed at no cost.

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.

SECTION C
SCOPE OF SERVICES

REQUEST FOR PROPOSAL (RFP) 2021-09
BUS SHELTER MAINTENANCE AND ADVERTISING SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

4. SCOPE OF SERVICES

The Contractor shall construct and maintain new bus shelters and operate a lease-advertising program, as provided in the specifications and in accordance with the tasks and frequencies identified in the Request for Proposal. It is at the City's request discretion, to request the installation of additional shelters at other locations not defined in this RFP.

Unless otherwise specified herein, the Contractor shall provide all supplies, parts, personnel, equipment, tools, materials, supervision, and other items or services necessary to perform the shelter maintenance as defined in this Scope of Work.

Contractor shall construct and maintain, at its sole cost and expense, the New Shelters pursuant to the terms and condition of this Agreement. The location of the New Shelters shall be those locations identified in section 4.2. Locations may be amended, as required, for relocation of New Shelters upon the mutual consent of the City Manager, or his or her designee, and the Contractor. The design of the New Shelters shall strictly conform to the City's request.

The bus shelters shall be resistant to vandalism and weathering. The shelters shall comply with the Americans with Disability Regulations, as well as all other Federal, State and local laws, including, without limitation, the building and electrical codes of the City. Contractor shall only employ or utilize contractors and other workers who are licensed in the State of California to perform the work to which they are assigned.

Advertising on shelters shall be of a reputable character, conform to recognized business standards, and comply with the City standards. No tobacco, political or sexually oriented advertisements will be permitted. At no cost, the City of Los Alamitos reserves the right to place Public Service message on any shelter location.

Contractor is responsible, at its sole cost and expense, for the operation, maintenance, repair, cleaning and services of all New Shelters pursuant to the terms of this Agreement. Contractor shall maintain all New Shelters in a neat and orderly condition at all times. Contractor shall maintain all New Shelters at least once a week, keeping them free of litter, graffiti and debris. Maintenance shall include cleaning the entire structure, as well as sweeping in and around the structure and concrete pad. Trash receptacles shall be emptied and cleaned whenever full, but no less often than twice weekly. In addition, Contractor shall steam clean each New Shelter, including the roofs, at least twice per year or as deemed necessary by the City.

5. CONSTRUCTION AND INSTALLATION OF NEW SHELTERS

Contract shall construct and maintain, at its sole cost and expense, the New Shelters pursuant to the terms of this Agreement.

5.1 Design of Shelter

The design of the New Shelters shall strictly conform to the City's satisfaction. The shelter shall be thirteen (13) feet in length with forty-eight (48) inch advertising boxes. The proposed shall also include a metal bench and a pedestal mounted trash receptacle. The Advertising boxes or kiosks shall be mounted on the New Shelters in a fashion which is consistent with the aesthetics and architecture of the New Shelter. The New Shelters shall be designed and manufactured to resist graffiti and vandalism, as well as to accommodate small width sidewalks, so as not to block the view of adjacent businesses from the street, and to accommodate advertising viewing on wider boulevards. Contractor shall be solely responsible for adherence to patent, copyright, and trademark rights of the manufacturer(s).

4.2 Location of Shelters

The locations of New Shelters shall be those in the following locations:

EXISTING BUS SHELTER LOCATION
Eastbound Katella SE of Epson Way
Eastbound Katella Avenue SE of Wallingsford Ave
Southbound Los Alamitos Blvd SW of Katella Ave
Southbound Los Alamitos Blvd SW of Farquhar Avenue
Southbound Los Alamitos Blvd SW of Orangewood Ave
Southbound Los Alamitos Blvd SW of Rossmoor Way
Northbound Los Alamitos Blvd NE of Bradbury Ave
Northbound Los Alamitos Blvd NE of Rossmoor Way
Northbound Los Alamitos Blvd NE of Orangewood Ave
Northbound Los Alamitos Blvd SE of Farquhar Ave
Eastbound Katella Avenue SW of Maple St
Eastbound Katella Avenue SE of Noel St
Eastbound Katella Avenue SW of Walker Street
Westbound Katella Avenue NW of Lexington Dr
Westbound Katella Ave NW of Portal Drive
Westbound Katella Ave SW of Walnut St
Northbound Los Alamitos Blvd NE of Katella Ave
Northbound Los Alamitos Blvd NE of Catalina St
Southbound Bloomfield Street SW of Ball Rd

PROPOSED SHELTER LOCATION
Southbound Los Alamitos Blvd SW of Catalina St
Eastbound Katella Ave SE of Los Alamitos Blvd
Eastbound Katella Ave SE of Bloomfield St

Eastbound Katella Ave SE of Siboney St
Eastbound Katella Ave SE of Winner Circle
Southbound Bloomfield St SW of San Bonito Ave
Westbound Cerritos NW of Bloomfield St

In addition, locations may be amended, as required, for relocation of New Shelters upon the mutual consent of the City Manager, or his or her designee, and the Contractor. Any shelter structures, and trash receptacles shall be placed in accordance with the Orange County Transpiration Authority requirements.

The City's decision on additional future proposed shelters or trash receptacle sites, shall be final in the event the City and selected Contractor cannot agree on location sites.

4.3 Installation Schedule

Contractor shall order the New Shelters within five (5) business days of the effective date of this Agreement, or of receiving the City's selected design. Contractor shall take delivery of the first New Shelter within sixty (60) days of ordering, and Contractor shall install the first New Shelter within fifteen (15) days from the Contractor's receipt of the first New Shelter from the manufacturer. All New Shelter shall be installed and in operation within ninety (90) days of its receipt of the first New Shelter from the manufacturer. If there is any delay in the ordering or installation of any New Shelter, Contractor shall notify City in writing.

4.4 Build-Out Plan

Contractor shall develop a written built-out plan in compliance with the installation schedule provided in section 4.3. the build-out plan shall specify the timing of installation for each New Shelter, and shall cause the lest disruption in service to transit riders. The City will coordinate removal of existing shelters. The build-out plan shall be submitted to the City within thirty (30) days after the effective date of the Agreement. The plan will be approved by the City Engineer prior to the start of the installation of the New Shelters. If Contractor fails to adhere fails to adhere to the build-out plan mutual approved by the City, and the City has not authorized a deviation for that New Shelter, which authorization shall not be unreasonably withheld, conditioned or delayed, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it agreed that the Contract shall pay to the City, as fixed and liquidated damages,

and not as a penalty, the sum of Twenty-Five Dollars (\$25) per shelter for each calendar day of delay in excess of three (3) for that particular shelter.

4.5 Permit Requirements

As required or necessary, Contractor shall obtain a separate permit from each applicable government entity, including the City, for each New Shelter. The City shall cooperate with the Contractor in its effort to obtain any and all necessary permits. Each such permit shall be valid only for the particular location specified. Each application for a permit to install a New Shelter must be accompanied by a plan showing the proposed location of that New Shelter, as well as such other information as the governmental entity may require. The City Engineer shall specify all permit requirements for the City. Contractor shall pay all fees ordinarily assessed by each governmental entity in connection with the issuance of such permits.

4.6 Restoration of Public and Private Property

With respect to the installation, removal or relocation of any shelter, Contractors shall be responsible, at its sole cost and expense, to repair and restore the City's property and any surrounding private property, including sidewalks, landscaping and other improvements, caused by such activities. Upon termination or expiration of this agreement, Contractors shall be required to restore all such property to its original condition at its sole cost and expense; provided, however that the Contractor shall not be required to remove the below ground portions of any of the New Structures.

6. SHELTER DESIGN REQUIREMENTS

- a. At the time of bid submittal, proposals must include a minimum of three (3) shelter design samples on a 8 ½" x 14" printed document and electronic, identifying all design and built details, including architectural details and aesthetic design. The design of the advertising shelters shall be approved by the City prior to commencement of construction.
 1. For design guidance: as a general guide, the proposers will be asked to provide design of shelters in a brown color such as Sherwin Williams French Roast 6069, with a Spanish style roof and a plate affixed to the roof with the City's name for branding purposes.
- b. The shelter shall comply with the American with Disability Regulations, as well as all other Federal, State and local laws. Contractor will not be required to install sidewalks or curb cuts to comply with the provision. Contractor warrants that all shelters shall meet rigid standards of design and construction so that the shelters are attractive, and safe at all times, as well as in accordance with all pertinent construction codes impacting the State of California. Subject to all appropriate municipal inspections.

- c. All post foundations shall be designed in accordance with the Uniform Building Code, latest edition as adopted by the City.
- d. All shelters shall contain a roof gutter system to prevent dripping of water over the edges.
- e. Trash receptacles shall be integrated into the design of the shelter. The receptacle should be placed peripheral to or in conjunction with the shelter structure. Trash receptacles must be permanently mounted and the style/appearance must be approved by the City prior to installation.

7. OPERATION, REPAIR AND MAINTENANCE

Contractor is responsible, at its sole cost and expense, for the operation, maintenance, repair, cleaning and servicing of all New Shelters.

7.1 Contractor's Basic Obligation

Contractor shall maintain all New Shelters in a neat and orderly condition at all times. All visible rooflines on the shelters, must be maintained to the same standard. Contractor shall be at liberty to enter upon and into the New Shelters at all reasonable times with personnel and all necessary materials, including but not limited to, electric wires, meters, clock work machinery and other items reasonably necessary for making the New Shelters effective. All such work shall be performed at the sole cost, expense and liability of the Contractor.

6.1.1. The selected first shall, at its sole expense, shall maintain shelters, benches and trash receptacles in a neat, attractive, safe and sanitary manner at all times during the term of this agreement, or any extension thereof.

6.1.2. The selected firm shall be responsible for collecting and disposing of refuse from any trash receptacle incorporated into or adjacent to the shelter, each time the structure and/or bench is cleaned or more often if needed. the quality of trash can liners shall of higher quality to prevent liquids from breaking through the liner and leaking onto the sidewalk. The selected firm shall immediately clean the sidewalk if a trash can liner breaks or does not hold its liquid. The exterior and top lid of the trash receptacle shall be wiped own with warm soapy water during each cleaning.

6.1.3. Any damage, defect, defacing, vandalism or wear and tear to any part of the shelter or trash receptacle, shall be maintained, repaired or replaced by the selected Contractor within 48 hours following discovery by the selected Contractor or upon receiving notice.

6.2 Timing of Maintenance

Contractor shall maintain all New Shelters at least twice weekly, keeping them free of litter, graffiti and debris. Maintenance shall include cleaning the entire structure, as well as sweeping in and around the structure and concrete pad. Trash receptacles shall be emptied and cleaned whenever full, but no less often than twice weekly. In addition, Contractor shall steam clean each New Shelter, including the roofs, at least twice per year, or more frequently, if needed. Finally, the paint on each New Shelter shall be touched up as often as needed to eliminate damage and to prevent deterioration, and repainting will occur once during the term of the Agreement.

6.3 On-Call Notification

Contractor shall be on-call twenty-four (24) hours per day, seven (7) days per week to receive notification of maintenance issues and damage to the New Shelters. Notification shall be made possible telephonically and via electronic mail. Notification shall be deemed to occur when a Contractor representative receives information orally via telephonically via electronic mail. Each New Shelter shall contain the conspicuously posted telephone number of the Contractor's maintenance and operation headquarters to which the public may direct complaints.

6.4 Response Times

Contractor shall respond to all complaints and notifications. Contractor will respond to maintenance concerns, and shall repair or replace, at its sole costs and expense, any and all damaged or defaced Shelters, including defacement by graffiti, within twenty-four (24) hours of notification to Contractor. Repairs necessary to ensure public safety (damage indicated by the City to be dangerous) shall be performed within four (4) hours of notification to the Contractor.

6.5 Graffiti

Graffiti shall be treated as a repair issue, therefore Contractor shall perform graffiti abatement on each New Shelter pursuant to section 6.4. Contractor shall utilize those materials that will best deter the prevalence of graffiti.

6.6 Shelter Database and Maintenance Log

Contractor shall maintain written database of the location of each New Shelter, as well as its model and significant site features. Contractor shall also maintain a written log detailing, on a shelter-by-shelter basis, all complaints and notifications received for that shelter, as well as the Contractor's response thereto, and all routine and non-routine maintenance and repair work on that shelter. The log should be provided to the City no less often than quarterly, as determined by the City. In addition, Contractor shall provide a copy of the database and log within two (2) business days of a request by the City.

6.7 Electricity

Contractor shall provide electrified illumination, from dusk to dawn, for each New Shelter, by an interior overhead light fixture and for the interior of each advertising box. Contractors shall pay sums on a timely basis for electrical energy supplied to the New Shelters. Contractor shall defend and indemnify the City, pursuant to the indemnity provisions of this Agreement, for any and all costs, expenses and fees associated with such electrical supply.

6.8 Liquidated Damages

In the event that the Contractor does not respond or maintain the New Shelters within the time required by this Section 6, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the following sums:

6.8.1 First, through Third Violations

Zero dollars (\$0) per shelter, per day (warning only) for normal violations (non-safety related); one hundred (\$100) per shelter, per day for violations involving public safety.

6.8.2 Fourth through Sixth Violations

Twenty-Five dollars (\$25) per shelter, per day for normal violations; two hundred dollar (\$200) per shelter, per day for violations involving public safety.

6.8.3 Seventh through Ninth Violations

Fifty dollars (\$50) per shelter, per day for normal violations; three hundred fifty dollar (\$350) per shelter, per day for violations involving public safety.

6.8.4 Tenth and Subsequent Violations

One Hundred dollars (\$100) per shelter, per day for normal violations; five hundred dollars (\$500) per schedule, per day for normal violation involving public safety.

6.9 Advertising

Contractor may utilize those New Shelters designated as advertising shelters for such purpose pursuant to the following:

6.9.1 Advertising Display Box

Advertising shall be displayed only in the illuminated box area designated for advertising

6.9.2 Advertising Policy

All advertisements shall comply with the following:

6.9.2.1.

No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be offensive or objectionable to the community standards of Los Alamitos.

6.9.2.2.

No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be indecent or vulgar.

6.9.2.3.

No advertisement shall display any work, phrase, symbol or character likely to interfere with, mislead or distract traffic, or conflict with any traffic control device.

6.6.2.4.

No advertisement shall display ads for alcohol, tobacco, cannabis, or any other products or services illegal for sale to minors, including "R" rated movies, within five hundred (500) feet of any school, playground or church.

6.9.3 City Review or Request of Removal

Contractor shall, upon request by the City, transmit to the City color copies of any or all proposed advertisements for review prior to the advertisements being placed in the shelter. If at any time the City determines that an advertisement placed in an advertising bus shelter violates any provisions of this section 6.6, Contractor shall remove such advertisement, at no cost or penalty to the City, within twenty-four (24) hours of receipt of a written request from City. If Contractor fails to remove such advertisement, if it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars (\$100) per day, advertisement for each calendar day that the advertisement remains following notification.

8. CONTRACT TERM

The initial contract/agreement period will be for ten (10) years with the option to extend services by mutual written agreement of the Parties, for a maximum of two – five (5) year extensions. Any changes to service levels will be mutually agreed upon before any extension is authorized. As part of the agreement, the City of Los Alamitos will reserve the right to select or reject employees and sub-contractors providing services.

9. QUALIFICATIONS OF CONTRACTORS

Each contractor shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing fleet maintenance services by the use of its own trained and qualified employees and equipment, material, facilities and supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under this Contract.

10. ENVIRONMENTAL REQUIREMENTS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations. Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this contract, and shall defend, indemnify and hold the City, its officials and employees harmless from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

11. DAMAGE CAUSED BY CONTRACTOR

All damage to any City property caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City:

12. HOURS AND DAYS OF MAINTENANCE SERVICES

1. The selected Contractor shall provide a maintenance schedule for the City's review on a quarterly basis, or as deemed necessary.
2. The selected Contractor shall provide a schedule for the installation of the New Shelters, subject to final approval from the City.

13. CONTRACTOR'S STAFF

The Contractor shall provide sufficient trained personnel to perform all work in accordance with the specifications set forth herein. The City may, at any time, give the Contractor notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the City. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City.

14. DRESS CODE AND APPEARANCE

The Contractor shall require each of its employees to adhere to basic standards of working attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing.

15. CONTRACT ENFORCEMENT

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City, State, and Federal representative(s) in the review and monitoring of Contractor's performance, records and procedures. At the request of the City, the Contractor, or its appropriate representative, shall attend meetings and training sessions, as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures. In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

16. ADDITIONS/DELETIONS TO SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions and/or otherwise modify the Bus Shelter Maintenance and Advertising Services Specifications. Any changes in the Specifications that cause the Contractor to suffer additional expenses will be agreed upon mutually between the City and the Contractor.

17. COMPENSATION TO THE CITY

For allowing the selected firm to install shelters, benches and trash receptacles; for allowing the selected firm to advertise in the shelters. The selected Contractor shall make an annual payment to the City of 10% percent of the annual gross advertising revenues received by the Contractor for this Bus Shelter Program.

18. OWNERSHIP OF SHELTERS

At the end of contract term, the City reverses the right of ownership to all shelters affixed during the term of this agreement at no cost – In the event that the City does not seek to keep ownership of the shelters, the Contractor can acquire the shelters at cost deemed acceptable by the City.

19. STORM WATER QUALITY BEST MANAGEMENT PRACTICES & SELF CERTIFICATION FORM

1. The selected firm shall be responsible for reading, understanding and abiding by the BMP's attached as part of the award package and signing the self-certification statement at the end of the BMP list. The selected firm will not be permitted to commence work until the Self-Certification statement at the end of the MBP list has been signed and approved by the Development Services Department.
2. The selected firm must contain all water within the limits of the work site and shall not allow water runoff to enter the City's storm drain system.

20. TRAFFIC CONTROL

The Contractor shall follow all guidelines and rules in the State of California Traffic Manual

or Watch Book. Any lane closures shall be coordinated prior with the City representative. Lighted sign or arrow boards are required as needed. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area.

**SECTION D
FORMS AND RELATED ATTACHMENTS**

**REQUEST FOR PROPOSAL (RFP) 2021-09
BUS SHELTER MAINTENANCE AND ADVERTISING SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

ATTACHMENT “A”

SCHEDULE OF COMPENSATION TO THE CITY

The selected firm shall pay the City a percentage based fee based on advertising revenues I, in exchange for the firm’s sole exclusive right to advertise in the affixed to City property.

The selected firm’s annual payment schedule will be inserted here prior to the execution of this Agreement.

ATTACHMENT “B”

**STORM WATER QUALITY BEST MANAGEMENT PRACTICES & SELF CERTIFICATION
FORM**

**BMP's CHECKLIST
AND
SELF-CERTIFICATION FORM**

The selected firm shall also be responsible for reading, understanding, and abiding by the BMP's attached as part of the award package and signing the self-certification statement at the end of the BMP list. The Contractor will not be issued a Notice to Proceed until the Self- certification statement at the end of the BMP list has been signed and approved by the Community Development Department.

{Please check and initial all that apply to this project)

Erosion Controls Non Stormwater Management Controls

- EC-1 Scheduling
- EC-2 Preservation of Existing Vegetation
- EC-3 Hydraulic Mulch
- EC-4 Hydroseeding
- EC-5 Soil Binders
- EC-6 Straw Mulch
- EC-7 Geotextiles and Mats
- EC-8 Wood Mulching
- EC-9 Earth Dikes and Drainage Swales
- EC-10 Velocity Dissipation Devices
- EC-11 Slope Drains
- EC-12 Streambank Stabilization
- EC-13 Polyacrylamide

Non-Stormwater Management

- NS-1 Water Conservation Practices
- NS-2 Dewatering Operations
- NS-3 Paving and Grinding Operations
- NS-4 Temporary Stream Crossing
- NS-5 Clear Water Diversion
- NS-6 Illicit Connection/Illegal Discharge Detection and Reporting
- NS-7 Potable Water/Irrigation
- NS-8 Vehicle and Equipment Cleaning
- NS-9 Vehicle and Equipment Fueling
- NS-10 Vehicle and Equipment Maintenance
- NS-11 Pile Driving Operations
- NS-12 Concrete Curing
- NS-13 Concrete Finishing
- NS-14 Material and Equipment Use Over Water
- NS-15 Structure Demolition/Removal Over
- NS-16 Temporary Batch Plants

Sediment Controls Tracking Controls

- SE-1 Silt Fence
- SE-2 Desilting Basin
- SE-3 Sediment Trap
- SE-4 Check Dam
- SE-5 Fiber Rolls
- SE-6 Gravel Bag Berm
- SE-7 Street Sweeping and Vacuuming
- SE-8 Sandbag Barrier
- SE-9 Straw Bale Barrier
- SE-10 Storm Drain Inlet Protection
- SE-11 Chemical Treatment

Tracking Controls

- TC-1 Stabilized Construction Entrance/Exit
- TC-2 Stabilized Construction Roadway
- TC-3 Entrance/Outlet Tire Wash

Waste Management and Materials Wind Erosion Controls

- WM-1 Material Delivery and Storage
- WM-2 Material Use
- WM-3 Stockpile Management
- WM-4 Spill Prevention and Control
- WM-5 Solid Waste Management
- WM-6 Hazardous Waste Management
- WM-7 Contaminated Soil Management
- WM-8 Concrete Waste Management
- WM-9 Sanitary/Septic Waste Management

Wind Erosion Controls

- WE-1 Wind Erosion Control

SELF CERTIFICATION AFFIRMING COMPLIANCE WITH THE STORMWATER CONSTRUCTION BMPs

The undersigned Contractor hereby agrees to comply with the requirements as set forth in the City of Cypress National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Program Local Implementation Plan (LIP) and the County of Orange Drainage Area Management Plan (DAMP) and implement all BMP's, as attached in Attachment B, by said Contractor Failure to implement said BMP's shall make the Contractor responsible for any stormwater or non-stormwater discharges originating from the maintenance project that could result in issuance of a notice of non-compliance, a stop work order, or result in fines or penalties.

Sign and Print Name

Date

SECTION E
BUS SHELTER MAINTENANCE AND ADVERTISING SERVICES AGREEMENT

REQUEST FOR PROPOSAL (RFP) 2021-09
BUS SHELTER MAINTENANCE AND ADVERTISING SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BUS SHELTER MAINTENANCE AND ADVERTISING SERVICES AGREEMENT
[enter name of contractor]

THIS AGREEMENT FOR STREET SWEEPING SERVICES ("Agreement") is made and entered into, to be effective this ____ day of _____ 2021 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and _____, a _____, ("Contractor"). City and Contractor 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 contractor to provide bus shelter maintenance and advertising services.

B. In response to City's formal Request for Proposals No. ____ (RFP), dated _____, 2018, Contractor has submitted to City a written proposal, dated _____, 2020, to provide the desired services.

D. City desires to engage Contractor to provide such bus shelter maintenance and advertising 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 CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the _____ Proposal, dated _____, 2019, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor 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. Contractor 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 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. _____, dated _____; and (3) Contractor's Proposal, Exhibit "A". Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document,

which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2nd) the RFP, and (3rd) Contractor's Proposal.

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. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Contractor performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor 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, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Contractor represents and warrants to City that Contractor 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 Contractor to perform the Project Services. Contractor 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 Contractor'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, Contractor warrants that Contractor (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. Contractor 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. Contractor acknowledges that City may enter into agreements with other Contractors, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor 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. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed _____ Dollars (\$_____). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor 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 Contractor 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 Contractor'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 Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance. Contractor shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Contractor, 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 Contractor (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 Contractor, 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor'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 _____, ending on _____, _____, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

4.1 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: _____. 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 Contractor and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Contractor 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 Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Contractor 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 Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor 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. Contractor shall not contract with any other entity to perform the Project Services without prior written consent of City.

If Contractor is permitted by City to subcontract any part of this Agreement, Contractor 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 Contractor. City will deal directly with and will make all payments to Contractor. 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 Contractor, 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 Contractor or any surety of Contractor 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 Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, 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 Contractor's officers, employees, or agents or in fixing their number, compensation, or hours of service. Contractor 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 Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

4.4.2 Contractor 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 Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Project Services. City shall not be liable for compensation or indemnification to Contractor, 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 Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor 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 Contractor or any officer, employee, representative, agent, subconsultant or subcontractor of Contractor 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, Contractor 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 Contractor 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, Contractor 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. Contractor 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. Contractor 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 Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor 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, Contractor 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 Commercial General Liability Insurance. Contractor 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.

5.2.2 Automobile Liability Insurance. Contractor 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 Contractor 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.

5.2.3 Workers' Compensation Insurance. Contractor 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. Contractor 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. Contractor 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, Contractor shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Contractor provides written verification to the City that Contractor 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 Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor 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 Contractor 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 Contractor, 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 Contractor 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. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor 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 Contractor’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, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Contractor 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, Contractor 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 Contractor may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor 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. Contractor shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Contractor as additional named insureds under the Contractor's insurance policies; or (2) Contractor 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. Contractor 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 Contractor and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Contractor 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 Contractor 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 Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Contractor 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 Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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. Contractor 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 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor 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, Contractor shall defend (at Contractor'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 Contractor, 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 Contractor 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 Contractor.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor'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. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor 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. Contractor 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 Contractor, 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 Contractor 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. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor 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 Contractor fails to secure such assignment, Contractor 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 Contractor, 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 Contractor 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 Contractor. 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 Contractor, 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, Contractor shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Contractor 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 Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Contractor shall not limit Contractor'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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Contractor 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. Contractor 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 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 – _____.

To City:

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

With copy to:

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

To Contractor:

Name of Contractor
Street
City, State, Zip Code
Email

10.2 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.

10.3 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.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the

benefit of the Parties' successors and assignees.

10.5 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.

10.6 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.

10.7 Prevailing Wages. Contractor 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"). Contractor 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, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor 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.

10.8 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: _____

Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Name of Contractor

By: _____
Name
Title

By: _____
Name
Title

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF SERVICES

DATED: _____, 2021



SW 7591
BILTMORE BUFF

SW 6258
TRICORN BLACK

SW 7601
DOCKSIDE BLUE

SW 6069
FRENCH ROAST

SW 6145
THATCH BROWN

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 16, 2021

ITEM NUMBER: 11D

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

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Vehicle & Equipment Purchases via the Sourcewell Competitive Purchasing Program

SUMMARY

This item seeks approval to purchase vehicles and equipment via the Sourcewell Competitive Purchasing Program.

RECOMMENDATIONS

1. Approve the purchase of four (4) vehicles from National Auto Fleet Group via Sourcewell Contract No. 120716-NAF in an amount not to exceed \$144,750.68; and,
2. Approve the purchase of one (1) equipment from CNH Industrial America LLC via Sourcewell Contract No. 032119-CNH-1 in an amount not to exceed \$99,983.70.

BACKGROUND

The City's fleet is currently made up of 29 vehicles assigned to the Public Works Division, Police Department, and the Recreation & Community Services Department. These vehicles range from regular sedans for non-emergency uses by the Police Department to heavy duty trucks primarily utilized by the Public Works Division.

Council adopted Resolution No. 2013-07 (Attachment 1) in 2013 which outlined the Vehicle & Equipment Replacement Policy. The Policy established guidelines for replacement based on a number of factors including, but not limited to, age, mileage, mechanical condition, maintenance costs, etc. The Policy also established targeted replacement cycles for vehicles and equipment. For example, the targeted replacement cycle for a Police Patrol sedan is 4 years and 75,000 miles whereas the targeted replacement cycle for a Police SUV is 5 years and 100,000 miles.

In response to the financial challenges the City has faced, staff has managed to minimize

costs incurred by abstaining from replacing the aging fleet and equipment. While this was needed, it also inadvertently affected the level of service to the community. Excessive costs of maintenance due to the overall condition and age of the current fleet, has exhausted the performance of vehicles as they have aged. The lack of a dependable fleet affects the level of service to the community, from the response time for service calls by the Police Department, to productivity and efficiency during streets, sidewalks, and roadways maintenance projects completed by the Public Works Division.

Sourcewell Competitive Purchasing Program

Sourcewell, formerly known as the National Joint Power Alliance (NJPA), is a national cooperative purchasing agency that facilitates the procurement of goods to members. After 40 years of service, Sourcewell continues to offer contract purchasing solutions to all government agencies, public and private schools/colleges, tribal government and nonprofit organizations. Utilizing Sourcewell's services does not incur any additional costs for the City. Supplemental services that the City may utilize at no additional cost include a review of quotes provide, which will ensure the figures presented accurately reflect the costs described in the awarded contract with Sourcewell.

Under Section 2.60.110 of the Los Alamitos Municipal Code (LAMC), the City's purchasing ordinance allows the City to "piggy back" off another public agency or government entity, which has selected the vendor using competitive bidding procedures substantially the same as or similar to those normally utilized by the city for the acquisition of such materials, supplies, equipment, or services. If such a determination is made, the City Manager or City Council, as applicable, may proceed to purchase the materials, supplies, equipment or services at a price equivalent to that offered to the acquiring agency.

As a member of Sourcewell, the City has the ability to utilize Sourcewell awarded contracts. The City's Sourcewell Membership Identification number is ID#060618-EFM.

DISCUSSION

This report seeks approval for the purchase of three new patrol vehicles for the Police Department and the purchase of a mechanic truck and a backhoe. The Police Department has six patrol vehicles with the most recent addition being a Dodge Durango that was approved by Council in May 2019. The replacement of a mechanic truck and backhoe equipment for the Public Works Division via Sourcewell awarded contracts.

National Auto Fleet Group (NAFG)

Following a competitive bid process in December 2016, out of four bids received for Request for Proposal (RFP#120716), National Auto Fleet Group secured a contract with Sourcewell for the procurement of vehicles, cars, vans, SUVs and light truck with related equipment, accessories and services. NAFG's contract with Sourcewell remains in effect until January 17, 2022.

Staff seeks approval of the purchase of three police units and one public works mechanic truck from NAFG.

CNH Industrial America LLC (Case Construction)

Following a competitive bid process in March 2019, out of 15 bids received for Request for Proposal (RFP#032119), Case Construction (and its authorized vendors) secured a contract with Sourcewell for construction equipment and services. Sonsray Equipment has been identified as an authorized vendor for Case Construction. As an authorized dealer, Sonsray Equipment will serve as the supplier, while adhering to the pricing schedule identified in the RFP documents. At this juncture, Case Construction's contract with Sourcewell remains in effect until May 13, 2023.

Staff seeks approval of the purchase of equipment from Case Construction.

FISCAL IMPACT

The purchase of the following units for the Police Department are from National Auto Fleet Group via Sourcewell Contract No. 120716-NAF.

VEHICLE USE	YEAR	MAKE	MODEL	COST
Patrol Unit	2021	Dodge	Charger	\$31,601.45
Patrol Unit	2021	Dodge	Charger	\$31,601.45
Patrol Unit	2021	Dodge	Durango	\$41,701.61
TOTAL				\$104,904.51

The purchase of the following equipment for the Public Works Division is from Case Construction via Sourcewell Contract No. 032119-CNH-1.

EQUIPMENT TYPE	MODEL	COST
Backhoe	Case 580SN T4F Tractor Loader Backhoe	\$99,983.70

The purchase of the following truck for the Public Work Division is from National Auto Fleet Group via Sourcewell Contract No. 120716-NAF.

VEHICLE USE	YEAR	MAKE	MODEL	REPLACEMENT OF	COST
Mechanic Truck	2022	Ford	Super Duty F-250	1999 Chevy 2500 – Vin No. 1GCGC24R8XR710246	\$39,846.17

In exchange for a discount to the total cost, the currently owned backhoe will be traded at the time of purchase – this action provides a savings of approximately \$12,448.

Other costs associated to the outfitting of the Public Works utility truck includes the following:

VENDOR	DESCRIPTION	COST
Hi-Way Safety	Installation of new arrow board	\$4,953.29
Hi-Way Safety	Installation of light module	\$663.44
Mobile Lift Gate Services	Installation of a lift gate	\$3,782.14
TOTAL		\$9,398.87

In its totality, fiscal year 2021-2022 will see the total fleet purchase cost from the following vendors:

VENDOR	TOTAL COST
National Auto Fleet Group	\$144,750.68
Case Construction	\$99,983.70
TOTAL	\$244,734.38

The total cost to purchase four vehicles and the backhoe equipment requested is \$244,734.38, which will be funded from Fund 50 - Vehicle and Equipment Replacement Fund.

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

Attachments:

1. *National Auto Fleet Group Quote – Pursuit Chargers*
2. *National Auto Fleet Group Quote – Pursuit Durango*
3. *National Auto Fleet Group Quote – 2021 Ford*
4. *Sonsray Equipment Quote – Backhoe*
5. *Outfitting of Utility Truck – pricing*
6. *Sonsray Equipment – Letter - Authorized Dealer for Case Construction*
7. *Vehicle Replacement Policy*



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

August 4, 2021

Ms. Michelle Miller
City of Los Alamitos
3191 Katella Ave
Los Alamitos, Ca 90720
Delivery Via Email

Dear Ms. Miller,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Los Alamitos, new/unused 2021 Dodge Charger Pursuit V-8 RWD and responding to your requirement with the attached specifications for \$ 27,790.00 plus Paint, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One unit MSRP	Selling Price	Total Savings	Extended units (2)	Total Savings
2021 Dodge Charger Pursuit V- 8 RWD	38,135.00	27,790.00	27.13%	55,580.00	20,690.00
Black and White Paint		1,050.00		2,100.00	
Sub Total		28,840.00		57,680.00	
Sales Tax		2,667.70		5,335.40	
Transportation		85.00		170.00	
Tire Tax		8.75		17.50	
Total		31,601.45		63,202.90	

Terms are net 30 days.

Delivery 90-180 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O / 714-264-1867 C





National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

July 20, 2021

Ms. Michelle Miller
City of Los Alamitos
3191 Katella Ave
Los Alamitos, Ca 90720
Delivery Via Email

Dear Ms. Miller,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Los Alamitos, new/unused 2021 Dodge Durango Pursuit V-8 AWD and responding to your requirement with the attached specifications for \$ 37,035.00 plus Paint, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One Unit MSRP	One Unit	Total Savings	Total Savings
2021 Dodge Durangp				
Pursuit V-8 AWD	42,555.00	37,035.00	12.97%	5,520.00
Black and White Paint		1,050.00		
Sub Total		38,085.00		
Sales Tax		3,522.86		
Transportation		85.00		
Tire Tax		8.75		
Total		41,701.61		

Terms are net 30 days.

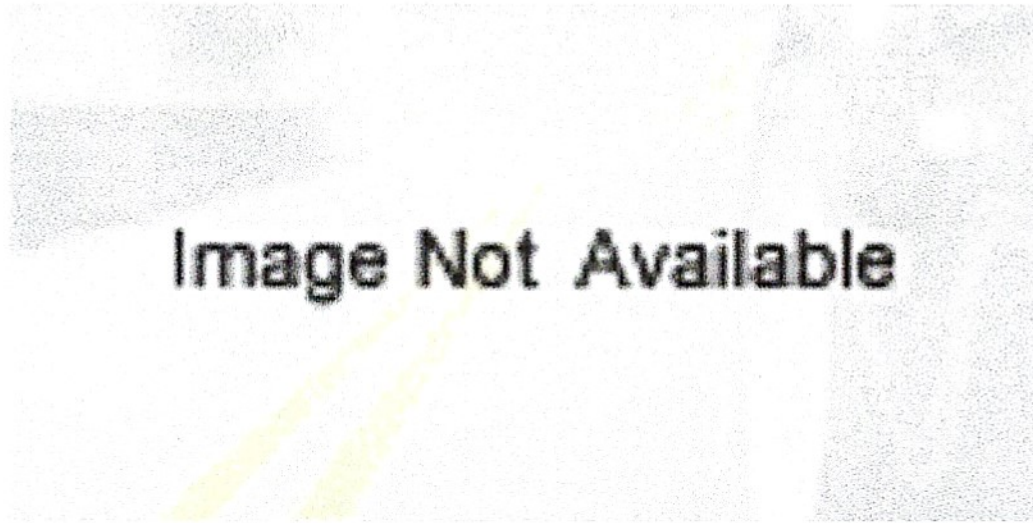
Delivery 90-120 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C



Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete)**Selected Model and Options****MODEL**

CODE	MODEL
WDEE75	2021 Dodge Durango Pursuit AWD

COLORS

CODE	DESCRIPTION
PXJ	DB Black Clearcoat

ENGINE

CODE	DESCRIPTION
EZH	Engine: 5.7L V8 HEMI MDS VVT -inc: 3.09 Rear Axle Ratio, Dual Rear Exhaust w/Bright Tips, 230MM Rear Axle, 800 Amp Maintenance Free Battery, GVWR: 7,100 lbs, Single Speed on Demand Transfer Case

TRANSMISSION

CODE	DESCRIPTION
DFD	Transmission: 8-Speed Automatic (8HP70)

CPOS PKG

CODE	DESCRIPTION
22Z	Quick Order Package 22Z -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Automatic (8HP70)

AXLE RATIO

CODE	DESCRIPTION
DPM	3.09 Rear Axle Ratio

WHEELS

CODE	DESCRIPTION
WBN	Wheels: 18" x 8.0" Black Steel (STD)

TIRES

CODE	DESCRIPTION
TXQ	Tires: 255/60R18 On/Off Road (STD)

PRIMARY PAINT

CODE	DESCRIPTION
PXJ	DB Black Clearcoat

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14280, Data updated Jul 19, 2021 11:02:00 PM PDT

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete)**SEAT TYPE**

CODE	DESCRIPTION
C5X9	Black, Cloth Bucket Seats w/Shift Insert

GVWR

CODE	DESCRIPTION
Z6J	GVWR: 7,100 lbs

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
ADL	Skid Plate Group -inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
LNF	Black Left LED Spot Lamp -inc: LED Spot Lamps
LNA	Black Right LED Spot Lamp -inc: LED Spot Lamps
LNK	LED Spot Lamps

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
XAN	Blind Spot & Cross Path Detection
CW6	Deactivate Rear Doors/Windows
GXF	Entire Fleet Alike Key (FREQ 1) -inc: 8 key FOBs are standard

Options Total

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.45 Rear Axle Ratio (STD)
GVWR: 6,500 lbs (STD)
50 State Emissions
Transmission w/Sequential Shift Control
Full-Time All-Wheel
Engine Oil Cooler
650CCA Maintenance-Free Battery w/Run Down Protection
220 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Police/Fire
1650# Maximum Payload
Front And Rear Anti-Roll Bars
Rear Auto-Leveling Suspension
Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
HD Suspension
Electric Power-Assist Speed-Sensing Steering
24.6 Gal. Fuel Tank
Single Stainless Steel Exhaust
Permanent Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 8.0" Black Steel (STD)
Tires: 255/60R18 On/Off Road (STD)
Wheels w/Chrome Hub Covers
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14280, Data updated Jul 19, 2021 11:02:00 PM PDT

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

Exterior

Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent
Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent
Black Side Windows Trim
Body-Colored Door Handles
Chrome Bodyside Insert and Colored Wheel Well Trim
Body-Colored Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Front License Plate Bracket
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Perimeter/Approach Lights
LED Brakelights
Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off
Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System
Radio: Uconnect 4 w/8.4" Display
Streaming Audio
6 Speakers
GPS Antenna Input
SiriusXM Satellite Radio
Integrated Center Stack Radio
Integrated Voice Command w/Bluetooth
2 LCD Monitors In The Front

Interior

Front Seats w/Power 4-Way Driver Lumbar

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14280, Data updated Jul 19, 2021 11:02:00 PM PDT

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

Interior

12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support

4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat

60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Leather/Metal-Look Steering Wheel

Illuminated Front Cupholder

Rear Cupholder

3 12V DC Power Outlets

Compass

Proximity Key For Doors And Push Button Start

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button

Remote Releases -Inc: Power Fuel

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts

Illuminated Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Leatherette Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents

Full Cloth Headliner

Cloth Bucket Seats w/Shift Insert

Day-Night Auto-Dimming Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Carpet Floor Trim

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14280, Data updated Jul 19, 2021 11:02:00 PM PDT

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete)**Interior**

Full Vinyl/Rubber Floor Covering
Cargo Area Concealed Storage
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows
Google Android Auto
USB Host Flip
Apple CarPlay
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Front Center Armrest w/Storage and Rear Center Armrest
Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
Sentry Key Engine Immobilizer
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
ParkSense with Stop Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14280, Data updated Jul 19, 2021 11:02:00 PM PDT

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

Safety-Interior

Driver Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

ParkView Back-Up Camera

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD

MSRP:\$36,000.00

Interior:Black, Cloth Bucket Seats w/Shift Insert

Exterior 1:DB Black Clearcoat

Exterior 2:No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT

Transmission: 8-Speed Automatic (8HP70)

OPTIONS

CODE	MODEL	MSRP
WDEE75	[Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD	\$36,000.00
OPTIONS		
22Z	Quick Order Package 22Z	\$0.00
ADL	Skid Plate Group	\$295.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert	\$0.00
CW6	Deactivate Rear Doors/Windows	\$75.00
DFD	Transmission: 8-Speed Automatic (8HP70)	\$0.00
DPM	3.09 Rear Axle Ratio	Inc.
EZH	Engine: 5.7L V8 HEMI MDS VVT	\$2,995.00
GXF	Entire Fleet Alike Key (FREQ 1)	\$140.00
LNA	Black Right LED Spot Lamp	\$515.00
LNF	Black Left LED Spot Lamp	\$545.00
LNK	LED Spot Lamps	Inc.
PXJ	DB Black Clearcoat	\$0.00
TXQ	Tires: 255/60R18 On/Off Road	\$0.00
WBN	Wheels: 18" x 8.0" Black Steel	\$0.00
XAN	Blind Spot & Cross Path Detection	\$495.00
Z6J	GVWR: 7,100 lbs	Inc.

SUBTOTAL	\$41,060.00
Adjustments Total	\$0.00
Destination Charge	\$1,495.00
TOTAL PRICE	\$42,555.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14280, Data updated Jul 19, 2021 11:02:00 PM PDT

Vehicle: [Fleet] 2021 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

FUEL ECONOMY

Est City:14 MPG

Est Highway:22 MPG

Est Highway Cruising Range:541.20 mi



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5/19/2021

5/19/2021 Re-Configured

Quote ID: **17030 R1**

Order Cut Off Date: **TBA**

Ms Michelle Muller
city of los alamitos

3191 Katella Avenue

Los Alamitos, California, 90720

Dear Michelle Muller,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box 142" WB, Harbor 8' Trademaster Service Body & Equipment (details enclosed).) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$37,805.00	\$29,385.96	22.270 %	\$8,419.04
Harbor 8' Trademaster Service Body & Equipment (details enclosed).	\$7,078.50	\$7,078.50		
Tax (9.2500 %)		\$3,372.96		
Tire fee		\$8.75		
Total		\$39,846.17		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



255 Voyager Ave
Brea, CA 92821
Phone: 714-996-0411
Fax: 714-996-0695

Sales Quote

Page 1 of 1

Sales Quote SQ53226
Sales Quote Date: 5/19/2021
Inside Sales Rep.: Kimberly Bellamy

Sell

To: NATIONAL AUTO FLEET GROUP - CITY OF LOS ALAMITOS
1330 W. MAIN ST.
ALHAMBRA, CA 91801
626-414-2000

Ship

To: CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS, CA 90720

Tax Ident. Type Legal Entity

Ship Via HARBOR
Terms 2% 10 Days, Net 30
Location BREA
Territory REGION 1

Customer ID FLW01
Dealer Number DEALER # 71E061
SalesPerson JENNIFER
VIN

Harbor Truck Bodies is Not Held Responsible for any items not listed on this order/quote.
Pricing on quote is valid 30 days from sales quote date.

Item No.	Description	Exp. Notes	Unit	Qty.	Unit Price	Net Price
FORD-056-R-SRW	FORD 56" CA REGULAR CAB SRW GAS---		EACH	1		
HT098-1541A	8-FT TRADEMASTER FOR 56CA SRW. VERTICAL SERIES-C/S & S/S W/STAINLESS STEEL POP TOP LIDS. BODY IS APPROX 98"L, 79"W, 49" FLOOR, 41"H, 15"D COMPARTMENTS.		EACH	1	5,858.58	5,858.58
MASTERLOCK-NOTE	Adding MasterLock must take place at the time of order. MasterLock is no longer a retrofittable option and cannot be added or retrofitted once manufacturing begins.		EACH	1		
6SLF00010	8FT SRW TRADEMASTER SHELF UPGRADE PACKAGE 2-34"W SHELVES, 1-42"W DIVIDED SHELF, 2-22"W SHELVES		EACH	1	273.80	273.80
Y08AWHITE	HARBOR WHITE SINGLE STAGE NON CLEAR COAT		EACH	1		
Z08-F/BSL79-08-LED	MOUNT 8-FT FORD (GAS) BODY W/79" W STRAIGHT BUMPER NO RECESS & LED LIGHTS		EACH	1		
M7PRONG	7 PRONG TRAILER CONNECTOR (POLLAK)		EACH	1	152.44	152.44
MBCK-UP-CAM-FORD1	FORD BACKUP CAMERA KIT & PROGRAMMING FOR DEALER CHASSIS WITH ONLY 585 AUDIO PKG. NO 872. (MBCK-UP-CAM-FORD1)		EACH	1	393.68	393.68
MPDI	PDI FOR NEW VEHICLE		EACH	1	225.00	225.00
FREIGHT	Freight		EACH	1	100.00	100.00
FUEL CHARGE	FUEL CHARGE		EACH	1	75.00	75.00

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 7,078.50
Authorized Signature _____
Dealer VIN/VON _____
P.O.# _____

Date _____

Subtotal: 7,078.50
Invoice Discount: 0.00
Total Sales Tax 0.00
Total: 7,078.50

Vehicle Configuration Options

ENGINE

Code	Description
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL, (STD)

TRANSMISSION

Code	Description
44S	TRANSMISSION: TORQSHIFT-G 6-SPD AUTO W/SELECTSHIFT, (STD)

WHEELS

Code	Description
64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)

TIRES

Code	Description
TD8	TIRES: LT245/75RX17E BSW A/S (4), -inc: Spare may not be the same as road tire (STD)

PRIMARY PAINT

Code	Description
Z1	OXFORD WHITE

PAINT SCHEME

Code	Description
___	STANDARD PAINT

SEAT TYPE

Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar

AXLE RATIO

Code	Description
X37	3.73 AXLE RATIO, (STD)

ADDITIONAL EQUIPMENT

Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry,

	Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps and turn signals, Power Front Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock
52B	TRAILER BRAKE CONTROLLER, -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector
66D	PICKUP BOX DELETE, -inc: Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs, GVWR), Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Rear Bumper Delete, Spare Wheel, Tire, Carrier & Jack Delete
512	SPARE TIRE, WHEEL, CARRIER & JACK
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror
OPTION PACKAGE	
Code	Description
600A	ORDER CODE 600A

2022 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 2WD Reg Cab 8' Box 142" WB

WINDOW STICKER

2022 Ford Super Duty F-250 SRW XL 2WD Reg Cab 8' Box 142" WB

CODE	MODEL	MSRP
F2A	2022 Ford Super Duty F-250 SRW XL 2WD Reg Cab 8' Box 142" WB	\$34,700.00
OPTIONS		
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL, (STD)	\$0.00
44S	TRANSMISSION: TORQSHIFT-G 6-SPD AUTO W/SELECTSHIFT, (STD)	\$0.00
64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)	\$0.00
TD8	TIRES: LT245/75RX17E BSW A/S (4), -inc: Spare may not be the same as road tire (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X37	3.73 AXLE RATIO, (STD)	\$0.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps and turn signals, Power Front Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	\$915.00
52B	TRAILER BRAKE CONTROLLER, -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	\$270.00
66D	PICKUP BOX DELETE, -inc: Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs, GVWR), Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Rear Bumper Delete, Spare Wheel, Tire, Carrier & Jack Delete	(\$625.00)
512	SPARE TIRE, WHEEL, CARRIER & JACK	\$295.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)	\$140.00
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror	\$415.00
600A	ORDER CODE 600A	\$0.00

Please note selected options override standard equipment

SUBTOTAL**\$36,110.00**

Advert/ Adjustments

\$0.00

Manufacturer Destination Charge

\$1,695.00

TOTAL PRICE**\$37,805.00**

Est City: N/A MPG

Est Highway: N/A MPG

Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift-G 6-Spd Auto w/SelectShift
3.73 Axle Ratio
GVWR: 10,000 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
157 Amp Alternator
Class V Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
4260# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

EXTERIOR

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments
Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire
Regular Box Style
Steel Spare Wheel
Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window

Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan and Clock
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port
2 LCD Monitors In The Front

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Air Filtration

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Back-Up Camera



WE MOVE MOUNTAINS ©

CALIFORNIA NEVADA OREGON WASHINGTON

CASE
CONSTRUCTION

10950 South Norwalk Blvd. • Santa Fe Springs • CA • 90670 TEL: (562) 903-7377

www.SonsrayMachinery.com

Ship To: CITY OF LOS ALAMITOS
3191 KATELLA AVE.
LOS ALAMITOS CA 90720
Invoice To: CITY OF LOS ALAMITOS
3191 KATELLA AVE.
LOS ALAMITOS CA 90720

Santa Fe Springs
May 26, 2021
LOSAL003

tlucia-0263
562-431-3538
Purchase Order: To Follow
Sales Person: Tony Lucia

Attention: Anthony Vazquez

EQUIPMENT QUOTE/SALES ORDER

CASE 580SN T4F Serial #: T Stock #: 15981737 \$90,336.33

NEW CASE 580SN T4F TRACTOR LOADER BACKHOE
UNIT LIST PRICE \$143,391 LESS 37% CASE SOURCEWELL CONTRACT #32119 DISCOUNT = \$90,336.33
4WHEEL DRIVE Power Shuttle Transmission
BACKHOE CONTROLS -CASE Mechanical Controls
BACKHOE COUPLER-Mechanical Quick Coupler
PERFORMANCE PKG-1-WAY OR 2-WAY AUX & EXTEND A HOE
COLD START/BATTERIES
FRONT BALLAST -Heavy Front Counter Weight Extend a Hoe
FRONT WHEELS-12x16.5, 10PR lug tread / REAR WHEELS -19.5LX24, 10PR STD
LIGHTS -LED Light Package
82" General Purpose Loader Bucket w/ Bolt-On Cutting Edge
OPERATOR'S SEAT-Mech Suspension, Vinyl, w/ armrests
ROLLOVER PROTECTIVE STRUCTURES- Open Canopy, ROPS
STABILIZER PADS -Flip Over/Stabilizer Pads Comb
TELEMATICS ON BOARD --CASE SiteWatch Telematics
TELEMATICS SERVICE -3yr Advanced Tele Subscription

**NOTICE TO
PURCHASER**

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____

Print Name _____ Date _____ Accepted By _____ Date _____

* Required for Delivery

	* Factory Freight	\$3,000.00
3 Year / 3,000 Hour Premier Protection Warranty Zero \$ Deductible		\$2,980.00
	24" Backhoe Bucket	\$1,425.00
	* Pre Delivery Inspect & Test	\$1,350.00
	18" Backhoe Bucket	\$1,300.00
	TOP PIN REWORK HYDRAULIC BREAKER	\$ 599.00
	Exterior Mirror Package	\$ 525.00
	* Delivery Freight	\$ 500.00
	Amber Beacon Light	\$ 425.00
	SMV Sign	\$ 245.00
	* Fill w/ Diesel & DEF	\$ 150.00
TRADE IN 1997 CASE 580L 3728 HRS	Serial # JJG0232727	\$12,448.00
	Net Trade Allowance	(\$12,448.00)
	Quoted Price	\$102,835.33
	Sales Tax 9.25 %	\$9,190.37
	Processing Fee	\$ 399.00
	CA Tire Tax	\$ 7.00
	Cash Due or Finance Amount	\$99,983.70

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonosray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.



Myers and Sons Hi-Way Safety Inc.

Main Office:
13310 5th Street, Chino Ca 91710
Tel (909) 591-1781 Fax (909) 627-0999
Escondido Office:
520 W. Grand Ave, Escondido CA 92025
Tel (760) 745-2250 Fax (760) 745-2094
Sacramento Office:
9510 Jackson Rd. Sacramento Ca 95827
Tel (916) 273-1600 Fax (916) 273-1625

SALES QUOTATION

Original

Quotation No: 30672
Quotation Date: 05/17/2021
Valid Until: 06/17/2021
Customer No: C1939
P.O. No:
Page No: Page 1 of 1

BILL TO

City of Los Alamitos
3191 Katella
Los Alamitos CA 90720-0347

SHIP TO

City of Los Alamitos
3191 Katella
Los Alamitos CA 90720-0347

TOTAL

\$ 4,953.29

Sales Employee: Dave Coutts
Contact Name: Chris Deaton
Telephone: 562-431-3538
Terms: NET 30

Ship Via: Will Call
FOB:

Item No.	Description	Quantity	Unit Price	Total
102362	Labor, Arrow Board Department/Truck Mount	8.00	\$ 75.00	\$ 600.00
102260	Arrow Board, Truck Mount, 90 Degree, Low Profile, 25 LED, 72in x 36in, Black Frame	1.00	\$ 2,941.20	\$ 2,941.20
103297	Truck Mount, Headache Rack, for Arrow Board	1.00	\$ 850.00	\$ 850.00
105071	Beacon, Class 1, Single Strobe, LED, 7970A, Ecco	2.00	\$ 98.00	\$ 196.00
102277	Beacon Bracket, Truck Mounted, Black	2.00	\$ 26.49	\$ 52.98
			Subtotal	\$ 4,640.18
				0.00
			Shipping	0.00
			Tax	\$ 313.11
			Total Order Value	\$ 4,953.29

Signature _____

Date _____

Print Name _____

Authority to Sign:

Any individual signing represents and warrants that he/she of legal age and has the authority and power to sign on thier own behalf or on behalf of thier employer

1. This quotation will be honored for 30 days.
2. All custom orders are non-refundable.
3. Sales terms & conditions apply.

Mobile Lift Gate Service
1728 West Rosecrans Ave.
Gardena, CA 90249 US
+1 3103235841
mobileliftgate@a@gmail.com

INVOICE

BILL TO

City of Alamitos
Public Service Department
Per Anthony 562-666-9466

INVOICE # 4648
DATE 05/20/2021
DUE DATE 06/19/2021
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Job Assessment This quote is for the installation of Tommy Gate Lift gate on 2021 Ford F250.			
Lift Gate Tommy Lift Gate G2-60-1342-TP38 -Platform size: 55" X 38" two- piece Steel Treadplate with 38" loading depth +4" taper. -Load capacity: 1300 lbs.	1	1,603.00	1,603.00T
Installation Installation of new lift gate with side support hardware	1	1,700.00	1,700.00
Warehouse Fee Warehouse Fee	1	95.00	95.00
Shipping	1	220.00	220.00
SUBTOTAL			3,618.00
TAX			164.14
TOTAL			3,782.14
BALANCE DUE			\$3,782.14



Myers and Sons Hi-Way Safety Inc.

Main Office:
13310 5th Street, Chino Ca 91710
Tel (909) 591-1781 Fax (909) 627-0999
Escondido Office:
520 W. Grand Ave, Escondido CA 92025
Tel (760) 745-2250 Fax (760) 745-2094
Sacramento Office:
9510 Jackson Rd. Sacramento Ca 95827
Tel (916) 273-1600 Fax (916) 273-1625

SALES QUOTATION

Original

Quotation No: 30717
Quotation Date: 05/20/2021
Valid Until: 06/20/2021
Customer No: C1939
P.O. No:
Page No: Page 1 of 1

BILL TO

City of Los Alamitos
3191 Katella
Los Alamitos CA 90720-0347

SHIP TO

City of Los Alamitos
3191 Katella
Los Alamitos CA 90720-0347

TOTAL

\$ 663.44

Sales Employee: Dave Coutts
Contact Name: Anthony Vazquez
Telephone: 562-431-3538
Terms: NET 30

Ship Via: Will Call
FOB:

Item No.	Description	Quantity	Unit Price	Total
105739	Light Module, Surface Mount, LED, Dual Color, North American Signal, Amber/Clear	4.00	\$ 64.00	\$ 256.00
101048	Wire, 16-2 Gauge	40.00	\$ 0.12	\$ 4.80
105020	Switch, Rocker, SPST, On-Off, 12V, LED Illuminated, for Hide-A-Way	1.00	\$ 6.89	\$ 6.89
102362	Labor, Arrow Board Department/Truck Mount	5.00	\$ 75.00	\$ 375.00
			Subtotal	\$ 642.69
				0.00
			Shipping	0.00
			Tax	\$ 20.75
			Total Order Value	\$ 663.44

Signature _____

Date _____

Print Name _____

Authority to Sign:

Any individual signing represents and warrants that he/she of legal age and has the authority and power to sign on thier own behalf or on behalf of thier employer

1. This quotation will be honored for 30 days.
2. All custom orders are non-refundable.
3. Sales terms & conditions apply.



Tony Simpson – Government Sales Manager

Racine, WI. 07/28/2021

Subject: Sonsray Machinery

ATTN : Michelle Muller

CNH Industrial America LLC. Home of the Brand Case Construction holds the heavy equipment contract number 032119-CNH With Sourcewell. Sonsray Machinery is our authorized dealer for the City of Los Alamitos, California.



Since 1842, CASE Construction has been helping municipal, state, and provincial governments equip their fleets with reliable machines that feature low cost of ownership and maximum uptime. We work closely through our dealer network to facilitate government agencies with developing bid specifications that ensure your needs are met in a cost-efficient manner.

We hope you will find this information to be helpful and thank you for representing CASE in your area, as we are one of the best in the Industry.

Sincerely,

Tony Simpson

RESOLUTION NO. 2013-07

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS
ALAMITOS, CALIFORNIA, APPROVING THE
VEHICLE/EQUIPMENT REPLACEMENT POLICY**

WHEREAS, the City of Los Alamitos wishes to properly formalize a mechanism for vehicle/equipment replacement and expenditures from the Fleet Maintenance Fund; and,

WHEREAS, Staff has conducted an intensive research to determine the best practical policy that would serve the City of Los Alamitos and was able to develop a policy that incorporates all the City departments' needs for vehicles and equipment; and,

WHEREAS, the policy identifies timely budgeting procedures for all departments, a replacement schedule that is based upon mileage and age, and a spreadsheet for determining internal charge rates; and,

WHEREAS, the policy will provide guidelines for vehicle replacement and allow for improved budgeting and planning with regard to the City's fleet of vehicles.

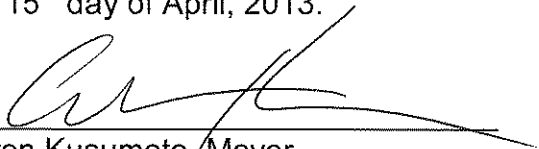
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES RESOLVE AS FOLLOWS:

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

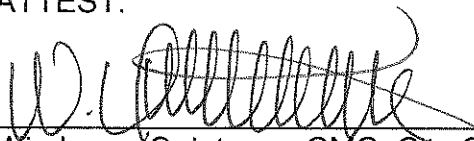
SECTION 2. The City Council hereby approves the attached Vehicle/Equipment Replacement Policy (Exhibit A).

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

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2013.


Warren Kusumoto, Mayor

ATTEST:


Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:



Steve Skolnik, Interim City Attorney

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

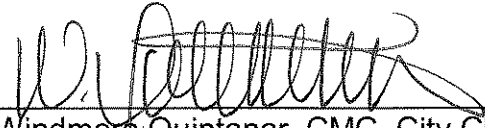
I, Windmera Quintanar, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a meeting of the City Council held on the 15th day of April, 2013, by the following vote to wit:

AYES: COUNCILMEMBERS: Grose, Murphy, Graham-Mejia

NOES: COUNCILMEMBERS: Edgar, Kusumoto

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None



Windmera Quintanar, CMC, City Clerk

CITY OF LOS ALAMITOS FLEET MAINTENANCE DIVISION

Vehicle/Equipment Replacement Guidelines/ Procedures

MISSION

The Public Works Fleet Maintenance Division's mission is to provide and maintain the most appropriate, safe, reliable, and clean vehicles/equipment allowing departments to better serve the residents.

OBJECTIVES

The objective of this vehicle/equipment replacement guideline/procedure is to promote an orderly system of funding, purchasing and managing a standardized fleet replacement process and to plan future departmental transportation requirements.

GENERAL

All City vehicles/equipment acquired and maintained by Public Works Fleet Maintenance Division are recommended for replacement in accordance with this guideline/procedure and all departments are responsible for complying with these guidelines/procedures. Priority will be given to those departments whose services relate to public health, safety, and law enforcement.

As vehicles/equipment reach the targeted mileage and age of replacement criteria, a vehicle/equipment maintenance evaluation will be performed by Public Works Fleet Maintenance Division. If the evaluation proves the vehicle/equipment would be economical to retain for an additional year(s), the vehicle/equipment will be targeted for retention or reassignment.

ACQUISITION

The Public Works Fleet Maintenance Division is responsible for acquiring all City vehicles/equipment with the approval of the City Council. Vehicles/equipment are to be purchased using one of the following criteria:

- Utilizing the "Piggy Back" process whenever possible, as more vehicles can be acquired at lower prices; or

- Request for Proposal (RFP) process as outlined in Section 2.60.030 of the City's Municipal Code; or
- Purchases at an auction (will require City Council pre-approval). The City Council will set a predetermined spending cap. The purchase decision will be made by the Public Works Superintendent.

Before any order is placed, the Public Works Fleet Maintenance Division and the user department will jointly review department requirements and vehicle/equipment specifications. It is the Public Works Fleet Maintenance Division's goal to select the proper vehicle/equipment for the department. Suitability and appropriateness for the job intended, balanced by initial cost, depreciation/resale value, and maintenance repair factors are the primary factors for the review process. Compatibility with the rest of the fleet, fuel economy, safety/repair records, and serviceability are also important considerations.

Once the replacement cycle is complete, the replaced vehicle/equipment is evaluated for reassignment as a "low usage" vehicle to another department or declared surplus and sold at auction.

RETENTION or REASSIGNMENT

In some cases, it may be beneficial to reassign vehicles/equipment to other departments that have "low usage" requirements. These decisions are made on a case by case basis between the Public Works Superintendent and the director of the department to which the vehicle is to re-assigned. The vehicle/equipment must have one third of its life expectancy remaining (years and mileage) and show a direct cost savings to the budget. Exception to this rule is if the vehicle/equipment in question has had major repairs completed within the past 12 months, deeming it reliable for use by the Fleet Maintenance Division.

ADDITIONS TO THE FLEET

Additions are defined as any increase in the total number of vehicles/equipment assigned to a City's department. Additions to the fleet are to be requested by City departments via a Vehicle/Equipment Request Form and approved by the Department Head before submitting to the Public Works Fleet Maintenance Division.

REPLACED VEHICLE/EQUIPMENT

Replaced vehicles/equipment that are not reassigned to another City department are to be declared surplus by the City Council. After the equipment is declared surplus, the Fleet Maintenance Division shall dispose of it in a manner best serving the interest of the City, which include:

- Public auction; or
- Sale or transfer to other governmental entities; or
- Sale or transfer to nonprofit entities

MID-YEAR REQUESTS

If a department desires to add or replace a vehicle/equipment to the fleet, outside of the annual vehicle replacement request process, a completed Vehicle/Equipment Request Form shall be submitted for processing. In addition to the Vehicle/Equipment Request Form, a budget amendment request for funding may be needed. This request is to be submitted by November 1st of that year.

VEHICLE/EQUIPMENT REQUEST CYCLE

The Public Works Fleet Maintenance Division initiates the vehicle/equipment request cycle each year in February when departments are asked to submit requests for additional or replacement vehicles/equipment. Requests are reviewed and prioritized based on the vehicle or equipment's inspection report. Throughout February and March, the Public Works Fleet Maintenance Division works with departments to recommend a vehicle/equipment replacement list based on the strategic budget outlook and the total vehicle/equipment replacement liability. In May, the Public Works Superintendent prepares the annual vehicle/equipment replacement request for budget consideration from City Council.

REPLACEMENT CRITERIA*

Timely replacement ensures that vehicles/equipment are replaced once the life cycle, or economic costs, reach a minimum. The guidelines for vehicles/equipment replacement are, but not limited to:

- Predetermined age and/or mileage
- Mechanical condition
- State of technology
- Availability of replacement parts
- Anticipated depreciation
- Resale value
- Operation costs
- Safety standards
- Departmental needs
- Overall appearance

The Public Works Fleet Maintenance Division recommends replacement of vehicles or equipment based on the above criteria met for each class of vehicle. A technical/maintenance evaluation of requested replacement vehicles/equipment will be performed by Public Works Fleet Maintenance staff before each vehicle/equipment is recommended for replacement. The targeted replacement cycles, in terms of years and miles, are as follows:

<u>DESCRIPTION</u>	<u>AGE/MILES</u>
Law Enforcement	
• Sedan – Patrol	4 yrs./75,000 miles
• SUV – Patrol	5 yrs./100,000 miles
• Detective/Unmarked	5 yrs./75,000 miles
• Motorcycle	4 yrs./75,000 miles
Administrative – Passenger	10 yrs./90,000 miles
Light Duty Trucks	
• Sports Utility	10 yrs./90,000 miles
• Pickup & 4 x 4	10 yrs./95,000 miles
Medium & Heavy Duty Trucks	15 yrs./100,000 miles
Miscellaneous Equipment	
• Trailers	By condition
• Mowers (tractor style)	By condition

*The above vehicle replacement criteria are from Local Agency Surveys and City of Los Alamitos historical data.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 16, 2021

ITEM NUMBER: 11E

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

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Amendment 1 to Professional Services Agreement (PSA) with PlaceWorks for SB2 Planning Grants Program

SUMMARY

A one year extension with PlaceWorks is needed for the City's SB2 Planning Grants Program.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with PlaceWorks for a one year term within the original contract amount of \$160,000, to be reimbursed with grant funding.

BACKGROUND

In 2017, Governor Brown signed Senate Bill 2 (SB 2), referred to as the "Building Homes and Jobs Act." This bill establishes funding dedicated to promoting and facilitating affordable housing development. In November 2019, the City was awarded \$160,000 in grant funding from the State of California Housing and Community Development Department and signed in February 2020.

The purpose of the Los Alamitos' SB2 Planning Grants Program is to adopt a strategic plan to augment the City's Town Center Mixed Use zoning district. This will formalize the direction and planning for the land use, design, circulation, and infrastructure in this area. Although the Strategic Plan would establish targeted goals, it would not be a regulatory document. The Plan provides a vision that will help guide future projects as they were envisioned in the City's General Plan and the 2010 Katella + Los Alamitos Commercial Corridors Plan.

DISCUSSION

On November 6, 2020, the City of Los Alamitos executed a Professional Services Agreement (PSA) with PlaceWorks to assist with the SB2 Planning Grants Program. This Grant provides a strategic plan and an addendum to the General Plan Environmental Impact Report (EIR) for future projects in the Town Center Mixed Use (TCMU) zoning district. The PSA term will end on August 19, 2021 and a contract extension is needed.

As with many other projects over the past year, COVID slowed processes down. The contract between Placeworks and the City of Los Alamitos was originally written with a term span beginning in August 2020 and ending in August 2021. The contract was actually signed in November of 2020, due to insurance coverage issues, and slow contract negotiations. As this project kicked off, City Staff were busily finishing up the City's Active Transportation Plan with another Consultant. Staff were also racing against time to find a consultant for the late-2021-due Housing Element. By the time a willing Housing Element Consultant was found, there was a pressing need for the work of Housing Element to be fast-tracked and it was initiated with accelerated start. Due to these issues, the Town Center Mixed Use Zone project was put on a slower pace, through mutual agreement with the Consultant, and is now up against the end of the original term date. Staff estimates that the Town Center project will end at the latest in January.

FISCAL IMPACT

The SB2 Grant amount of up to \$160,000 will be reimbursed to the City for its funds paid to the Consultant for their services, as they are incurred, quarterly. There is no city match of funds required.

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

*Attachments: 1. Amendment No. 1 – PSA Extension, PlaceWorks
 2. 2020 Professional Services Agreement*

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
City of Los Alamitos and PlaceWorks

This Amendment No.1 to Professional Services Agreement (“Amendment”) is made and entered into on this 16th day of August, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, PlaceWorks, a California S-Corporation, “Firm”.

RECITALS

A. City and Firm entered into that certain Professional Services Agreement to provide Consultant Services for the SB2 Planning Grants Program on November 6, 2020 (“Agreement”), which is incorporated herein by this reference.

B. City and Consultant desire 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 until August 19, 2022.”

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

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

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

“City”

City of Los Alamitos

By: _____
Mark A. Chirco
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

PlaceWorks

By: _____
Alan Loomis
Principal, Urban Design

By: _____
Colin Drukker
Principal, Comprehensive Planning

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 16, 2021

ITEM NUMBER: 11F

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

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Approval of the Request for Proposals (RFP) 2021-08 and Authorization to Bid for Street Sweeping Services

SUMMARY

This report recommends actions to facilitate the solicitation of bids for contractual services for Street Sweeping Services.

RECOMMENDATION

Approve the Request for Proposals (RFP) 2021-08 for Street Sweeping Services and authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City's current street sweeping services are provided by R.F. Dickson via the Solid Waste Services agreement with Consolidated Disposal, dba Republic Services. In anticipation of the Solid Waste contract expiring on December 31, 2021, staff is presenting a Request for Proposals (RFP) that will solely solicit street sweeping services.

As established by Resolution No. 1928, the City's current no parking zones for street sweeping are the following:

AREA	SIDE OF STREET	TIMES PROHIBITED	DAYS PROHIBITED
New Dutch Haven	Both	8am to 11am	Tuesday
Carrier Row	Both	8am to 11am	Tuesday
Apartment Row	North	9am to 12pm	1 st and 3 rd Tuesday
Apartment Row	South	9am to 12pm	2 nd and 4 th Tuesday
Old Town East	North	11am to 2pm	1 st and 3 rd Tuesday
Old Town East	South	11am to 2pm	2 nd and 4 th Tuesday
Old Town West	North	11am to 2pm	1 st and 3 rd Tuesday
Old Town West	South	11am to 2pm	2 nd and 4 th Tuesday

Parkewood	Both	12:30pm to 2pm	Tuesday
Country Square	Both	8am to 8:30am	Friday
College Park North	Both	9am to 12pm	Friday
Greenbrook	Both	9am to 12pm	Friday
Highlands	Both	10am to 1pm	Friday
Old Dutch Haven	Both	11am to 2pm	Friday
Suburbia	Both	11am to 2pm	Friday

DISCUSSION

The purpose of this Request for Proposal (RFP) is to solicit and select a contractor to provide contract services, which will augment City staff as it relates to street sweeping services. Under the direction of the Development Services Department, the selected contractor is expected to provide street sweeping services in a cost-effective, efficient and professional manner, and to provide labor, tools, equipment materials and supplies necessary to complete work in a manner that will meet the City's requirements.

The objectives of the sweeping program include:

1. Establish and adhere to a regular schedule of performance
2. Maintain gutter flow lines free of debris for free flow of water
3. Maintain a state of cleanliness for road safety acceptable to the City and its residents
4. Meet all Federal, State, County and City laws and ordinances
5. Meet South Coast Air Quality Management District (AQMD) requirements
6. Meet all National Pollution Discharge Elimination System (NPDES) requirements to remove and properly dispose of dust, dirt, leaves and other organic and inorganic materials from the City streets prior to such materials entering the City's storm drain system

The services requested by way of this contract includes:

1. Services shall include furnishing all labor equipment, tools, fuel, insurance, supervision, disposal costs and materials, to sweep streets in accordance with the schedule and specifications contained in this document.
2. During the term of the contract, the Contractor shall sweep by machine all City streets including, residential public streets, commercial public streets and all paved public alleys in the City.

Once a contractor is selected, a contract will be established for a term that will run for three years, with a maximum of two – 2-year extensions for a possible total of seven (7) years. The proposed term is aligned with the Waste Hauler contract that is projected to begin in January 2022.

The following is an approximate timeline for awarding of the contract related to Street Sweeping Services:

DATE	ACTION
08/16/21	City Council Approval of RFP 2021-08
08/18/21 and 08/25/21	Advertise RFP
09/02/21	Bid Opening
10/18/21	City Council Award of Contract

FISCAL IMPACT

Though street sweeping services will no longer be a part of the Solid Waste contract, the awarded solid waste service provider will be required to provide an annual payment of \$125,000, that is intended to cover the cost for contracted street sweeping services.

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

Attachments: 1. RFP 2021-08 Street Sweeping Services
 2. Resolution No. 1928

City of Los Alamitos



**Request for Proposal (RFP) 2021-08
STREET SWEEPING SERVICES**

FOR

Development Services Department

Attn: Ron Noda
Acting Deputy City Manager
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 500
(562) 493-1255 Fax
Email: rnoda@cityoflosalamitos.org

DATED: August 16, 2021

Deadline/Bid Opening Date:
Must be received by 2:00pm
Thursday, September 2, 2021

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

TABLE OF CONTENTS

STREET SWEEPING SERVICES REQUEST FOR PROPOSAL (RFP) 2021-08 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

NOTICE INVITING SEALED PROPOSALS.....	A
SCOPE OF SERVICES.....	B
PROPOSAL SCHEDULE.....	C
FORMS/ATTACHMENTS.....	D
STREET SWEEPING SERVICES AGREEMENT.....	E

SECTION A
NOTICE INVITING SEALED BIDS

REQUEST FOR PROPOSAL (RFP) 2021-08
STREET SWEEPING SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**NOTICE INVITING PROPOSALS
CITY OF LOS ALAMITOS
Development Services Department**



NOTICE OF REQUEST FOR PROPOSALS 2021-01

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, September 2nd, 2021, as follows:

STREET SWEEPING SERVICES PROPOSAL

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR STREET SWEEPING SERVICES RFP 2021-08. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of: providing street sweeping services (citywide) in a cost-effective, efficient and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete the work in a manner that will meet the City's requirements.

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
Ron Noda
Acting Deputy City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

**STREET SWEEPING SERVICES
REQUEST FOR PROPOSAL (RFP) 2021-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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.

Selection Process

The purpose of this RFP is to solicit meaningful proposals so that the City may evaluate and solicit, from among a range, of proposals which best meets its needs and requirements. It is further desired that the RFP process will ensure cost competitiveness among Proposers. The City urges all interested Proposers to carefully review the requirements of this RFP. Written proposals containing the requested information will serve as the primary basis for final selection.

Based on staff recommendation, the City Council will consider approval of the street sweeping contract. The City Council may choose to reject all proposals. The City will have the discretion to negotiate with a Service Provider on the total cost for the Service Provider services based upon its fixed fee schedule and the scope of work of the project.

Estimated Timeline

- | | |
|--------------------------------|--|
| • Request for Proposals Issued | Wednesday, August 18 th , 2021 |
| • Deadline for Questions | Thursday, August 26 th at 5:00 pm |
| • Proposals Due | Thursday, September 2 nd at 2pm |
| • City Council Approval | Monday, October 18 th |

Proposal Format

The detailed proposal must include, at a minimum, the following information:

- A. Company Information: A brief description of the Service Provider's firm, including the year the firm was established, the type of organization (partnership, corporation, etc.) and a statement of the firm's qualifications for addressing all of the requirements outlined in this Request for Proposals (RFP).
- B. Scope of Work: Outline expressing the Proposer's understanding of this Request for Proposals and summarizing the approach to fully address the Scope of Work in this RFP.
- C. Personnel Experience: A summary of the qualifications and experience of each member

proposed to provide street sweeping services.

- D. Comparable Projects: A project summary list with descriptions of the proposed team's experience relative to the provision of street sweeping services. Emphasis should be given to work done for commercial and government entities.
- E. References: A list of three (3) references of relevant clients, including a contact person with their current telephone number and email address.
- F. Fees: Complete the Fee Schedule provided in RFP as Section C for street sweeping services rates.
- G. Proposal Submittal Requirements & Inquiries: An electronic copy (word document), an original paper copy proposal including the fee schedule, two (2) paper copies including the fee schedule, must be received at City Hall no later than Thursday, September 2, 2021 at 2pm.
- H. Route Maps: Proposer shall include proposed route maps, which fall in line with the City's current no parking zones per Resolution No. 1928.

REQUIREMENT FOR SUPPLEMENTAL INFORMATION: Following the evaluation of proposals, and prior to any consideration of award, the apparent responsible contractor(s) may be required to provide supplemental information such as the number of employees, types of tools and vehicles used under this Contract. The supplemental information will be used to evaluate the contractors' ability to fulfill the terms of the Contract, and determine the relative values and benefits of utilizing a Contract in lieu of City staff.

Late submittals will not be accepted.

Submissions are to be mailed or hand delivered to:

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

For questions regarding this RFP, please contact:

Michelle Müller
Management Analyst
Development Services
Department
City of Los Alamitos
(562) 357-4511
mmuller@cityoflosalamitos.org

Evaluation Procedure

The City will award a contract to the Service Provider with the most responsive proposal, which best meets the needs of the City. City staff will review each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the Proposer. Staff may conduct interviews if necessary. License status and references will also be verified. The proposal evaluation will focus on the following criteria:

- A. Organization: Does the firm offer the breadth and quality of services required for the types of street sweeping services listed in the scope of work? Does the firm's organizational structure show sufficient depth, capacity for its present and additional workload?
- B. Staff: Do the qualifications of the key personnel assigned to the anticipated projects align with the tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience and professional qualifications for this RFP?
- C. Experience: Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature described in this RFP?
- D. Quality References: Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?
- E. Familiarity with Locality: Is the firm familiar with the City and the Orange County area?
- F. Fee: Are the Respondent's proposed cost listed in the fee schedule to the City for providing the required services reasonable?

Acceptance or Rejection of Proposal

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposals. Additionally, the City may, for any reason decide not to award an Agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate the project deliverables and associated costs.

**STREET SWEEPING SERVICES
REQUEST FOR PROPOSAL (RFP) 2021-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BACKGROUND

The City of Los Alamitos was incorporated in March of 1960. The Armed Forces Reserve Center and Joint Force Training base takes up approximately 48% of the City's 4.07 square miles, with an estimated City population of 11,721.

The purpose of this Street Sweeping Services Agreement is to provide the City of Los Alamitos with the best possible street sweeping services (citywide), 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 maintenance of City streets and alleyways, with sensitivity to the City of Los Alamitos, its residents and visitors.

It is the intent of the City to award a Street Sweeping 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.

PROJECT EXPECTATIONS

This work consists of

The contract will consist of: providing street sweeping services (citywide) in a cost-effective, efficient and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete the work in a manner that will meet the City's requirements, as specified in the Street Sweeping Services Agreement.

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 "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.

**SECTION B
SCOPE OF SERVICES**

**STREET SWEEPING SERVICES
REQUEST FOR PROPOSAL (RFP) 2021-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

1. SCOPE OF SERVICES

The City of Los Alamitos (hereinafter referred to as City) invites written proposals for Street Sweeping Services. The services involve ongoing and regular maintenance of City streets by duly trained and qualified personnel. The contract will include the following provisions as detailed in the Scope of Work.

2. SCOPE OF WORK

The City of Los Alamitos seeks the services of a qualified Contractor to provide street sweeping services in a cost-effective, efficient and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete the work in a manner that will meet the City's requirements.

A. Objectives

The primary objectives of the sweeping program are to:

1. Establish and adhere to a regular schedule of performance
2. Maintain gutter flow lines free of debris for free flow of water
3. Maintain a state of cleanliness for road safety acceptable to the City and its residents.
4. Meet all Federal, State, County and City laws and ordinances
5. Meet South Coast Air Quality Management District (AQMD) requirements
6. Meet all National Pollution Discharge Elimination System (NPDES) requirements to remove and properly dispose of dust, silt, dirt, leaves and other organic and inorganic materials from the City streets prior to such materials entering the City's storm drain system.

B. Services Requested:

1. Services shall include furnishing all labor, equipment, tools, fuel, insurance, supervision, disposal costs and materials (except water), to sweep streets in accordance with the schedule and specifications contained in this document.
2. During the term of the contract, the Contractor shall sweep by machine all residential public streets, commercial public streets and all the paved public alleys in the City, in accordance with the sweeping schedule as established by the City prior to execution of the contract.
3. Commercial and residential streets are defined for the purposes of this contract as all areas of public streets which are paved and which are regularly used for the operation of motor vehicles.

C. Description of Work

1. All City streets shall be swept once a week
2. Services shall include up to six (6) special events a year that will require sweeping beyond the schedule of service mentioned above
3. All neighborhoods shall be swept according to the City of Los Alamitos Resolution No. 1928 Street Sweeping Limited Time Zones, which is defined as the following:

AREA	SIDE OF STREET	TIMES PROHIBITED	DAYS PROHIBITED
New Dutch Haven	Both	8am to 11am	Tuesday
Carrier Row	Both	8am to 11am	Tuesday
Apartment Row	North	9am to 12pm	1 st and 3 rd Tuesday
Apartment Row	South	9am to 12pm	2 nd and 4 th Tuesday
Old Town East	North	11am to 2pm	1 st and 3 rd Tuesday
Old Town East	South	11am to 2pm	2 nd and 4 th Tuesday
Old Town West	North	11am to 2pm	1 st and 3 rd Tuesday
Old Town West	South	11am to 2pm	2 nd and 4 th Tuesday
Parkewood	Both	12:30pm to 2pm	Tuesday
Country Square	Both	8am to 8:30am	Friday
College Park North	Both	9am to 12pm	Friday
Greenbrook	Both	9am to 12pm	Friday
Highlands	Both	10am to 1pm	Friday
Old Dutch Haven	Both	11am to 2pm	Friday
Suburbia	Both	11am to 2pm	Friday

D. Street Sweeping Limited Times Zones – Sweeping Routes

According to the prescribed Street Sweeping limited parking zones, the Proposer shall provide proposed routes for street sweeping. Revisions can be requested at the City's discretion at any time during the term of the contract. The contractor shall submit alternative options for sweeping routes, which includes odd/even street sweeping of residential streets. This arrangement will allow affected home owners to park their vehicles on the opposite side of the street on their designated street sweeping day.

E. Special Requirements

1. The Contractor shall obtain a City of Grand Terrace business license
2. A GPS Navigation System with the ability to track the street sweeping activity and provide a monthly report of the streets serviced
3. Street sweeping services shall not exceed 8 mph on city streets

F. Labor, Equipment and Materials

1. The Contractor shall use and furnish at his/her own expense all labor, equipment, and materials necessary for the satisfactory performance of the works set forth in this contract.
2. The operators shall be competent in all aspects of street sweeper operations. This includes knowledge of all operational aspects of the equipment used, knowledge of the California Vehicle Code, knowledge of standard safety practices, and knowledge of notification procedures should the need arise to contact City personnel.
3. The primary equipment shall be of a recognized make and shall be kept in good and

safe repair and not greater than 10-years old for either the chassis and/or the vacuum system. Semi-annual inspection of all equipment must be conducted with findings from those inspections to be submitted to the City in writing.

The primary equipment shall be of a recognized make and shall be kept in good and safe repair and not greater than 10-years old for either the chassis and/or the vacuum system. Semi-annual inspection of all equipment must be conducted with findings from those inspections to be submitted to the City in writing.

G. Quality Control

1. Sweeping shall be done in a neat, orderly and professional manner. The street sweeper shall leave designated areas of sweeping free of dirt, litter, debris, obstructions, smears and visual dust in accordance with the City's standards of cleanliness.
2. While sweeping shall normally consist of a single pass over an area, the Contractor shall make additional passes or such extra effort as may be required to adequately clean the street. Extra effort shall be required when sweeping equipment leaves a dirt/silt smear in its pathway. Extra effort will be strictly enforced during and after windy conditions and storm weather. This services will incur no additional cost to the City.
3. Items that cannot be swept such as: tree limbs, palm fronds, rocks, trash and debris shall be removed from the sweeping path by the sweeping operator rather than going around it. Larger obstructions such as impaired vertical and/or horizontal clearance by tree limbs, construction or landscaping debris shall be immediately reported to the City when the location cannot be swept.
4. The City Manager or his/her designee shall be the sole judge of the quality of work. In the event that the results of a sweep are considered to be unsatisfactory, the City will notify the Contractor of exact location and description of deficiency. The Contractor shall re-sweep the unsatisfactory area at its own expense, and responses shall be completed within one (1) working day.
5. The Contractor must possess back-up capabilities for instances when sweeping cannot be completed on schedule due to mechanical failure.

H. Emergency Sweeps

Occasional sweeping required by Contractor to include non-hazardous spills, accident clean-ups and unusual conditions, which would require after-hour, weekend and holiday responses. Response to emergency sweeps shall be within two (2) hours of notification by the City. Contractor shall provide City with name and phone number of contact person for after-hour emergency sweeps.

I. Level of Maintenance

All work shall be performed in accordance with the highest maintenance standard.

Standards, schedules, and frequencies may be modified as deemed necessary by the City for the proper maintenance of the sites. Due to various street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have the curb-gutter perimeters of each raised median swept, including turnouts. Street-grade

striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean shall mean minimal debris residual or tailings left on the swept surface following the completion of a pass of the street sweeping machine. No sweeper shall blow debris onto private property. All dust suppression systems shall be as mandated by AQMD.

A significant number of City streets are posted no parking for street sweeping or have alternate side postings during designated hours on various days of the week. Proposer shall adhere to established schedules for sweeping posted streets. The Proposer shall coordinate sweeping operations with Parking Enforcement Officers from the City of Los Alamitos Police Department.

The Proposer is required to correct deficiencies within the time specified by the City. Re-sweeps of the deficient area will be at no additional cost to the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

If, in the judgment of the City, the level of maintenance is less than specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Proposer until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Proposer and the City. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed to City standards.

Proposer shall be required to comply with all NPDES Permit requirements, AQMD requirements (including but not limited to those set out in Attachment C), and all other applicable federal, state, county or city ordinances dealing with sweeping of streets, water quality, air quality, hazardous wastes and rubbish disposal.

J. Term of Contract

Unless earlier terminated as allowed for in the approved Agreement, contract term shall be for a period of three (3) years, unless extended by mutual written agreement of the both Parties, for a maximum of two-2 year extensions. Time is of the essence in the performance of services under the approved Agreement.

K. Supervision of Contract

All work shall meet with the approval of the Development Services Department or its designee. There shall be a minimum of one quarterly meeting with the Proposer and the City representative to determine progress. A status report of activities performed and maintenance issues addressed by the Proposer shall be submitted in writing to the Development Services Department or other assigned City Representative on weekly basis.

L. Provisions for Extras

No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved by the City in writing before the work is commenced. The Proposer will be required in the approved Agreement to provide before and after photographs of

*Request For Proposal 2021-08
STREET SWEEPING SERVICES 2021
City of Los Alamitos*

safety items or emergency repairs required by the City. Documentation of contract compliance may be required at the discretion of the City.

M. Disposal

The collection, transfer, and/or disposal of all debris collected during the course of all street sweeping services as specified in this Proposal and an approved Agreement shall be the responsibility of the Proposer to dispose of in a legal manner that meets all City, State, County of Orange and Federal laws, regulations, or other applicable statutes. The City of Los Alamitos assumes no responsibility for any violations, fines, fees or other liability that may arise from improper debris disposal practices. Disposal at the City yard will not be permitted. The cleaning and maintenance of any street sweeping machine may not take place on City property or public streets.

Contractor shall identify where all refuse and debris collected from sweeping operations will be disposed of. The cost for disposal is not included in the contract cost.

N. Sweeping Practices and Standards of Performance

1. **Areas of Street** – Areas of the street to be swept include curb lines along both sides of the roadway or to the edge of the pavement where no curb exists, along all curbs on raised medians, over all portions of painted median, painted left and right turn pockets, and all intersection turn pockets and arterial intersection center areas and dead spots are to be maintained on the same frequency as the median or intersection for which they are associated and included in the curb mile price. Curb returns (radii) at intersections of arterial and residential streets will be swept along their entire length and free of debris on scheduled arterial sweeping days. Excluded from areas to be swept are those that would cause damage to the equipment used. While Contractor is normally responsible for the 8' strip (sweeper width), curb to curb sweeping, an additional width of street may need to be swept at some locations due to unforeseen circumstances and shall be included within the curb mile price.
2. **Flow of Traffic** – Sweeping shall be accomplished in the same direction as traffic flow at all times during sweeping
3. **Warning Devices** – Vehicles shall be equipped with top-mounted warning lights (rotating or beacon) visible for 360° or comparable traffic safety lights when sweeping. A rear-mounted left/right arrow stick shall be required for arterial and bike lane sweepers.
4. **Sweeping Speed** – Sweeping speed shall be adjusted to street and debris condition with a maximum speed of eight miles per hour (8 MPH). City streets swept while driver exceeds eight miles per hour (8 MPH) will be re-swept in their entirety at Contractor's expense. In addition, a verbal warning will be given for the first violation. A written warning will be given for the second violation, and a "Failure to Perform" notice will be issued upon the third violation.
5. **Notification of Non-sweeping** – Contractor shall provide City representatives on a daily basis (when applicable) with list of all streets not swept when regular sweeping schedule is interrupted for any reason. Contractor shall provide a list of streets that cannot be swept to the City by the end of the workday. The City shall notify the Contractor by phone on

non-sweeping conditions due to inclement weather. The City's notification will serve as a non-sweep day and will not be paid for by the City unless an alternative sweeping schedule is coordinated by the Contractor and is submitted to the City for approval. The daily rate will be calculated by the total annual cost divided by the number of service days.

6. **Holidays and Potential Conflicts with the Waste and Recycling Contractor**

Contractor will observe all City holidays and holidays observed by the City's franchised waste hauler. Approved non-sweep days will not be paid for by the City unless an alternative sweeping schedule is coordinated by the Contractor and is submitted to the City for approval. The daily rate will be calculated by the total annual cost divided by the number of service days. Trash and recycling collection days will take priority over street sweeping days and cannot be both performed on the same day.

O. Water

The successful Proposer shall contact Golden State Water District and/or any other necessary agencies to obtain legal access to water to meet the contract requirements. The Proposer shall be responsible for all costs associated with the access and for the continued use of water provided by the necessary agencies.

P. Records and Schedule

The Proposer shall keep accurate records concerning all of his/her employees or agents and provide the City with names and telephone numbers of emergency contact employees.

The Proposer shall complete a monthly maintenance report indicating work performed and submit this completed report to the Development Services Department, or other assigned City Representative. This report should also contain a description of work performed, including man-hours, equipment, and any additional work, which the Proposer deems to be beyond the scope of the contract. Payment for this work will not be authorized unless the additional work and the cost thereof are first approved by the City.

The Proposer shall utilize the City's established street sweeping routes and schedules for all regularly scheduled street sweeping operations, unless otherwise directed. If at the request of the Proposer or a City department it is necessary to make a revision to any schedule, the City shall provide a modified schedule to the Proposer at a minimum of ten (10) working days prior to the desired effective date of the change. This is intended for long-term schedule changes and not for 'special sweeps' or emergencies. The Development Services Department or other authorized City Representative shall approve any changes. The City reserves the right to approve or deny any requests.

The Proposer shall permit the City to inspect and audit its books and records regarding City-provided services at any time with reasonable notice.

The Contractor shall submit reports and schedules as requested and as outlined below. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or a deduction. Such reports must be detailed, thorough and may include but not be limited to the following:

A. Suggestions for improving problem areas.

B. Reports of work planned.

C. Monthly Maintenance Schedule(s).

1. Notification of change in scheduled work must be received by the City at least 12 hours prior to the scheduled time for work to begin.

D. Accident Reports shall be submitted immediately.

E. Incident Reports shall be submitted monthly with any invoicing.

F. Hazard Reports shall be reported immediately and forms submitted monthly with any mvolcmg.

G. All forms and schedules shall be of a format supplied by or approved by the City.

The Contractor shall adjust work schedule to accommodate all City-observed holidays and during storms and periods of excessive rainfall.

Q. Emergency Services

The Proposer shall provide the City a 24-hour emergency telephone number to contact a Proposer representative authorized to dispatch appropriate equipment and operators when emergency maintenance conditions occur during hours when the Proposer's normal work force is not present in the City of Los Alamitos. The Proposer shall dispatch equipment to said emergency within thirty (30) minutes from receiving notification. Failure to do so will result in a penalty of \$200 per occurrence.

R. Proposer Office

The Proposer is required to maintain an office within a one (1) response time of the City limits, and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and answering service shall be capable of contacting the Proposer. Proposer shall have a maximum response time of thirty (30) minutes to all emergencies. There will be no storage of equipment or materials on City property.

S. Schedules

The Proposer must complete sweeping according to the established schedules and posted parking restrictions, unless otherwise approved by the City. Street sweeping must be at an effectiveness level of 95% or above. The effectiveness level is determined by what percentage of the route is missed on an annual basis, for any reason. An overall annual effectiveness rating of less than 95% for any route is considered unacceptable and may result in non-renewal, reduction in payment or termination of contract if deficiency persists.

1. Annual Schedule

- i. Utilizing route information provided by the City, the Proposer shall provide an annual schedule indicating the time frames and path of travel, as to when items of work shall be accomplished per the performance requirements.
- ii. The Proposer shall complete the schedule for each functional area in a manner which shall correspond to the weekly sweeping schedule.
- iii. The annual schedule shall be submitted for City approval within fifteen (15) calendar days after effective date of the contract.
- iv. The Proposer shall submit revised schedules when actual performance differs substantially from planned performance.

2. Monthly Schedule

- i. Monthly schedule forms shall be provided by the Proposer indicating the major items of work to be performed in accordance with the performance requirements and further delineate the time frames for accomplishment by day of the week and by morning, afternoon and evening.
- ii. The Proposer shall complete the schedule for each item of work and each area of work.
- iii. The initial schedule shall be submitted one week prior to the effective date of the contract. Thereafter, it shall be submitted monthly on the first Monday of the month for City approval, prior to scheduling work for the upcoming month.
- iv. Changes to the schedule shall be received by the Development Services Department or other authorized City Representatives at least twenty-four (24) hours prior to the scheduled time for the work.
- v. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or week.

The Proposer shall adjust his/her schedule to compensate for all holidays and rainy days. Maintenance and litter removal shall be scheduled for all holidays.

T. Performance During Inclement Weather

1. During the periods when inclement weather or Santa Ana wind conditions prevents normal operations, the Proposer shall adjust his/her work force as directed by the City Representative and shall only be paid for sweeping actually done.
2. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
3. The Proposer shall immediately notify the Street Superintendent, Traffic Operations Supervisor or other assigned agent when the work force has been removed from the job site due to inclement weather or other reasons.

3. QUALIFICATIONS OF CONTRACTORS

Each contractor shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing street sweeping services by the use of its own trained and qualified employees and equipment, material, supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under the Contract.

4. REFUSE DISPOSAL

The City shall not be responsible for, or pay the costs of, the disposal of all trash, litter or debris collected (i.e., refuse) by the Contractor.

The Contractor shall maintain logs identifying its Street sweeping collection for annual reporting.

5. ENVIRONMENTAL REQUIREMENTS

Contractors shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractors shall ensure that all personnel whose responsibilities involve cleaning, waste disposal, are trained in Best Management Practices, as set forth in the City's NPDES (National Pollutant Discharge Elimination Program) Permit and Storm Water Management Plan.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this contract, and shall defend, indemnify and hold the City, its officials and employees harmless from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

In preparing the proposal, the contractor shall consider the following conditions pertaining to the completion of the specified maintenance tasks:

- I. The Contractor must conduct all operations in accordance with the City's Stormwater Management Plan.
 - a. No litter, debris, oil, grease, green waste, or other materials and substances may be washed or swept into the street or storm drains.
 - b. All liquids, including but not limited to, rinse water and cleaning agents, must be properly disposed of in compliance with all laws and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain or pave surface where it would be carried to the storm drain system or to a water body.
- II. Every effort must be taken to minimize noise.

6. CHANGES IN SERVICE

In the event that additional services are deemed necessary by the City, at its discretion, increase the Contractor's maintenance service requirements at the affected premises to provide for such additional services. If said additional services and costs related thereto are not otherwise provided for, the Contractor shall be compensated for the newly-developed area(s) based upon the Contract price provided for herein as said payment is applied on a unit cost as specified in the Contractor's proposal.

7. DAMAGED CAUSED BY CONTRACTOR

All damage to City property, including roads in the public right-of-way caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City:

8. HOURS AND DAYS OF MAINTENANCE SERVICES

1. Scheduling of Operations

The Contractor shall perform work in accordance with pre-approved schedule during City business or non-business hours, depending on the needs of the facility where work is performed. Changes in schedule by the City may be made with five (5) business days advance written notice to the Contractor. The Contractor must notify the City's representative(s) of any problems or service interruptions within a minimum of seventy-two (72) hours. Unavoidable service disruptions may be made up subject to the sole discretion of the City's representative(s). Costs associated with services that cannot be made up shall be subject to action provided for herein. Repeated service interruptions without justification or approval of the City's representative(s) shall be subject to action provided for herein.

The Contractor shall provide adequate staffing to perform the required services during the prescribed times. Any changes in the days and hours of service heretofore prescribed shall be subject to approval by the City.

9. SERVICE SCHEDULES

The Contractor shall, within ten (10) working days after the effective date of the Contract, submit a work schedule to the City's representative(s) for review and approval. Said work schedule shall be based on a twelve-month calendar identifying and delineating the time frames for the required work by the day of the week, morning or afternoon.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City's representative(s) for review, and if appropriate, approval, within five (5) working days prior to scheduled time for the work.

At the discretion of the City representative, monthly meetings (or at an increased frequency if deemed necessary by the City) between the Contractor and the City may be scheduled to determine progress and address any changes in schedules, problem areas, etc.

Changes or variations in scheduling may be necessitated by City special events, etc. The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for "Specialty Functions" as set forth herein.

10. CONTRACTOR'S STAFF

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.

The City may, at any time, give the Contractor notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the City or public. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City or public.

The Contractor shall establish an identification system for personnel assigned to the facilities which clearly indicates to City employees and the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges as specified by the City.

The Contractor shall require each of its employees to adhere to basic standards of working attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts must be uniform. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards. The City shall approve the Contractor's uniform.

The City expects the Contractor's staff to turn into City representative(s) all items which have been lost or misplaced by the general public, regardless of perceived value. The Contractor shall communicate this expectation to all employees.

11. DRESS CODE AND APPEARANCE

All Contractor's personnel shall wear uniforms bearing the company name while performing work on this contract. Sufficient changes of clothing shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt and jacket with the company name. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards. Safety vests are not considered part of the uniform, but are required in compliance with Section 4.2. Failure to comply shall result in a deduction of \$100 per occurrence per day per employee.

12. CONTRACT ENFORCEMENT

The Contractor or its authorized representative shall meet on the site at least once a month, or more, at the discretion and convenience of the City, with an authorized representative of the City for a walk-through inspection and to address any problems or other issues. All scheduled and periodic maintenance functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City, State, and Federal representative(s) in the review and monitoring of Contractor's performance, records and procedures.

At the request of the City, the Contractor, or its appropriate representative, shall attend meetings and training sessions, as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

13. TRAFFIC CONTROL

The Contractor shall follow all guidelines and rules in the State of California Traffic Manual or Watch Book. Any lane closures shall be coordinated prior with the City representative. Lighted sign or arrow boards are required as needed.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area.

**SECTION C
PROPOSAL SCHEDULE**

**STREET SWEEPING SERVICES
REQUEST FOR PROPOSAL (RFP) 2021-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**SECTION C
PROPOSAL SCHEDULE**

PROPOSER: _____
(Company Name)

All prices are to include: delivery, personnel, the cost of fuel, the cost of labor and maintenance, and all other charges related to the services provided. Prices are to reflect any additional labor and equipment that may be needed during the high-volume sweeping season in the Spring and in the Fall. Prices are to remain the same for the entire contract period. No travel time of equipment will be allowed.

COMPANY NAME					
CONTRACTOR LICENSE NUMBER		FEDERAL TAX ID NUMBER		YEARS IN BUSINESS	
BILLING ADDRESS		CITY		STATE	ZIP CODE
TELEPHONE		FAX		EMAIL ADDRESS	
CONTACT PERSON		TITLE			

PRIMARY SWEEP VEHICLE INFORMATION

YEAR		MAKE		MODEL	
LICENSE		VEHICLE IDENTIFICATION NUMBER			
COMPLIANCE WITH CA EMISSION STANDARDS ☐ COMPLIANT ☐ NON-COMPLIANT ☐ EXEMPT					

SECONDARY SWEEP VEHICLE INFORMATION

YEAR		MAKE		MODEL	
LICENSE		VEHICLE IDENTIFICATION NUMBER			

COMPLIANCE WITH CA EMISSION STANDARDS
☐ COMPLIANT ☐ NON-COMPLIANT ☐ EXEMPT

STREET SWEEPING SERVICES - Residential Zones (see map)	Estimated Total Quantity	Unit	Unit Price	Total Annual Cost
Sweeper		Approximate Curb Mile		

Residential Total Amount \$ _____

STREET SWEEPING SERVICES – Commercial Zones (see map)	Estimated Total Quantity	Unit	Unit Price	Total Annual Cost
Sweeper		Approximate Curb Mile		

Commercial Total Amount \$ _____

Bid Schedule Total (monthly cost) \$ _____

Bid Schedule Total (in words):

OPTIONAL:

STREET SWEEPING SERVICES Hourly Rate: Sunday through Saturday (On-Call and Special Events as needed)	Estimated Total Quantity	Unit	Unit Price	Total Annual Cost
Sweeper		Approximate Curb Mile		

TOTAL AMOUNT \$_____

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)

SECTION D
FORMS
STREET SWEEPING SERVICES AGREEMENT
REQUEST FOR PROPOSAL (RFP) 2020-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

ATTACHMENT “A”

AQMD RULE 1186.1

Attachment ‘A’: AQMD Rule 1186.1

(Adopted August 18, 2000)(Amended June 4, 2004)
(Amended September 9, 2005)(Amended May 5, 2006)
(Amended June 6, 2008)(Amended January 9, 2009)

RULE 1186.1. LESS-POLLUTING SWEEPERS

(a) Purpose

To reduce air toxic and criteria pollutant emissions, this rule requires certain public and private sweeper fleet operators to acquire and operate alternative-fuel or otherwise less-polluting sweepers when purchasing or leasing these vehicles for sweeping operations undertaken by or for governments or governmental agencies in the jurisdiction of the South Coast Air Quality Management District (District).

(b) Applicability

- (1) This rule applies to any federal, state, county, city or governmental department or agency, any special district such as water, air, sanitation, transit, and school districts, or private individual firm, association, franchise, contractor, user or owner who provides sweeping services to a governmental agency that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, but excluding those vehicles exempt as defined by Rule 1191 paragraph (f)(1).
- (2) Sweepers having a gross vehicle weight of 14,000 pounds or more are subject to this rule.

(c) Definitions

For purposes of this rule, the following definitions shall apply:

- (1) **AFFECTED GOVERNMENTAL AGENCY** means any governmental agency in the District’s jurisdiction that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, or contracts for sweeping services, excluding those exempt as defined by Rule 1191 paragraph (f)(1).
- (2) **ALTERNATIVE-FUEL SWEEPER** means a sweeper with engine(s) that use compressed or liquefied natural gas, liquefied petroleum gas (propane), methanol, electricity, or fuel cells. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of this rule.
- (3) **APPROVED CONTROL DEVICE(S)** is a California Air Resources Board (CARB)-certified exhaust control device(s) that reduces particulates and possibly other precursor emissions. To be considered fitted with approved control device(s), all diesel exhaust from the sweeper, including the auxiliary engine (if applicable) must be vented through such a device(s) that have been certified by CARB at the time of vehicle purchase.

- (4) FLEET OPERATOR is any federal, state, county, city, or governmental department or agency, any special district such as water, air, sanitation, transit, and school districts, or private individual firm, association, franchise, contractor, user or owner who provides sweeping services to a governmental agency that owns or leases 15 or more vehicles, including passenger cars, light-duty trucks, and medium- and heavy-duty on-road vehicles, excluding those exempt as defined by Rule 1191 paragraph (f)(1).
- (5) GOVERNMENTAL AGENCY include any federal, state, regional, county, city, or governmental department and agency, and any special district such as water, air, sanitation, transit, and school districts. See AFFECTED GOVERNMENTAL AGENCY.
- (6) LOW-SULFUR DIESEL FUEL means diesel fuel that has a maximum sulfur content of 15 parts per million (ppm). The use of low-sulfur diesel fuel improves the performance of and may be necessary for the use of advanced exhaust control devices.
- (7) PURCHASE OR LEASE means that a purchase or lease contract has been signed by both parties for a sweeper to be delivered within 1 year of the purchase or lease contract date, which is the date the contract is signed by both parties.
- (8) SWEEPER means any heavy-duty vehicle with a gross vehicle weight of 14,000 pounds or more that is permitted to operate on public roads through California Department of Motor Vehicle registration or the federal government and used for the express purpose of removing material from paved surfaces, by mechanical means through the action of one or more brooms, or by suction through a vacuum or regenerative air system or any combination of the above.
- (9) SWEEPING OPERATIONS means operations to remove material from paved surfaces using sweeper(s), as defined by this rule.

(d) Requirements

For Fleet Operators:

- (1) Beginning July 1, 2002, a fleet operator shall meet the following conditions for each individual purchase or lease of a replacement or additional sweeper:
 - (A) Purchase or lease an alternative-fuel sweeper, OR
 - (B) Provide alternative-fuel sweeping services where required under contract with a government agency, pursuant to subparagraphs (d)(2)(A) and (d)(2)(B).
 - (C) Before July 1, 2010, if the fleet operator has an approved Technical Infeasibility Certification for this individual purchase or lease, as described in subdivision (e),
 - (i) purchase or lease a non-alternative fueled sweeper with all applicable approved control device(s), and
 - (ii) maintain the approved control device(s) per manufacturer's specifications, and

- (iii) if using diesel fuel, fuel the sweeper with low-sulfur diesel fuel only, and
 - (iv) comply with Rule 1186 without invoking the exemption provision in Rule 1186 paragraph (i)(3), unless a demonstration is made to the Executive Officer that for solely technical reasons no certified sweeper, as defined in Rule 1186 paragraph (c)(2), is commercially available.
- (D) Failure to use alternative-fuel sweepers where required under contract with a government agency shall be a violation of this rule for each day that the street sweeping services are provided.

For Affected Governmental Agencies Contracting for Sweeping Services:

- (2) Any affected governmental agency that signs a contract after July 1, 2002 for sweeping services must:
 - (A) Contract for sweeping services that use alternative-fuel sweeper(s),
OR
 - (B) Solicit bids for sweeping operations using alternative-fuel sweepers and if no bids are submitted:
 - (i) Contract for non-alternative fueled sweeper(s) and ensure that the sweeper(s) are only fueled with low-sulfur diesel and outfitted with approved control device(s) that are installed and maintained per the manufacturer's specifications, and
 - (ii) Contract for sweeper(s) that comply with Rule 1186, unless a demonstration is made to the Executive Officer that for solely technical reasons no certified sweeper, as defined in Rule 1186 paragraph (c)(2), is commercially available.
- (3) After January 1, 2003, any renewal or extension option of a contract is considered a new contract that must meet the requirements of paragraph (d)(2).
- (4) Pursuant to paragraph (d)(2), alternative-fuel sweepers shall be used for the entire term of the contract. If alternative-fuel sweepers are not available at the beginning of the contract due to the date of delivery, the affected government agency shall submit a signed and dated Technical Infeasibility Certification Request to the Executive Officer prior to the award of the contract demonstrating the unavailability of alternative-fuel sweeper service for the period of time during which alternative-fuel sweepers are to be delivered.
- (e) Technical Infeasibility Certification Criteria and Procedures
 - (1) Six months prior to the date of purchase or lease of a replacement or additional sweeper, any fleet operator seeking to comply with subdivision (d) without purchasing or leasing an alternate-fuel sweeper [i.e., opting to comply with paragraph (d)(2)], shall demonstrate the technical infeasibility of complying with paragraph (d)(1) requirements by submitting a signed and dated Technical Infeasibility Certification Request to the Executive Officer and attest to the accuracy of all statements therein, that shall include:

- (A) the name and address of the fleet operator; and
 - (B) current sweeper fleet composition, including make, model, and a complete description of the sweepers' dust suppression systems; and
 - (C) demonstration that no alternative-fuel engine and chassis configuration is commercially available from any manufacturer for sweeping operations conducted by the fleet operator (only technical reasons for choosing a given chassis configuration are acceptable), OR
 - (D) demonstration that a fueling station for alternative-fuel sweepers commercially available from any manufacturer for sweeping operations conducted by the fleet operator is not available within five miles of the vehicle storage or maintenance yards.
 - (2) Within 90 calendar days of receipt of a completed Technical Infeasibility Certification Request submitted pursuant to paragraph (e)(1), the Executive Officer will either approve or disapprove the Request, in writing.
 - (3) The Executive Officer shall disapprove a Technical Infeasibility Certification Request if it does not meet the requirements of paragraph (e)(1). If a Technical Infeasibility Certification Request is disapproved by the Executive Officer:
 - (A) The reasons for disapproval shall be given to the applicant in writing.
 - (B) Upon receipt of a notice of a disapproved Technical Infeasibility Certification Request, the fleet operator shall comply with paragraph (d)(1).
 - (C) The fleet operator may resubmit a Technical Infeasibility Certification Request at any time after receiving a disapproval notification, but must still comply with paragraph (d)(1) until such time as the Executive Officer approves a Technical Infeasibility Certification Request under paragraph (e)(1).
 - (4) A Technical Infeasibility Certification Request is subject to plan filing and evaluation fees as described in Rule 306.
- (f) Exemptions
- (1) The provisions of this rule shall not apply to fleets consisting of evaluation/test vehicles, provided by or operated by the vehicle manufacturer or manufacturer representative for testing or evaluation, exclusively.
 - (2) The provisions of subdivision (d) shall not apply to a sweeper purchase by a fleet operator that is solely dedicated to serving governmental agencies that are not subject to this rule, upon demonstration to and approval of the Executive Officer.
- (g) Compliance Auditing and Enforcement
- (1) At the request of the Executive Officer, the fleet operator shall provide the purchase, lease, or contract records for their sweepers to demonstrate compliance with subdivision (d).
 - (2) At the request of the Executive Officer, any fleet operator claiming an exemption under subdivision (f) shall supply proof that their sweeper or fleet

is exempted from this rule.

(h) Severability

If any provision of this rule is held by judicial order to be invalid, or invalid or inapplicable to any person or circumstance, such order shall not affect the validity of the remainder of this rule, or the validity or applicability of such provision to other persons or circumstances. In the event any of the exceptions to this rule is held by judicial order to be invalid, the persons or circumstances covered by the exception shall instead be required to comply with the remainder of this rule.

AQMD Incentive Funding Programs

Summary of Co-funding Sources

<http://www.aqmd.gov/tao/FleetRules/AFVFundingSources.htm>

Mobile Source Emission Reduction Review Committee

<http://www.cleantransportationfunding.org/>

Carl Moyer Memorial Program Incentives for Purchasing Lower-Emission Heavy- Duty Engines (ARB website)

<http://www.arb.ca.gov/msprog/moyer/moyer.htm>

Other Links for Finding Fueling Stations

<http://www.aqmd.gov/tao/FleetRules/Fuelguides.htm>

For more information on the fleet rules, call the FLEET RULE IMPLEMENTATION HOTLINE at (909) 396-3044 or e-mail fleetrules@aqmd.gov.

Source: <http://www.aqmd.gov/tao/FleetRules/1186.1Sweepers/index.htm>

ATTACHMENT “B”

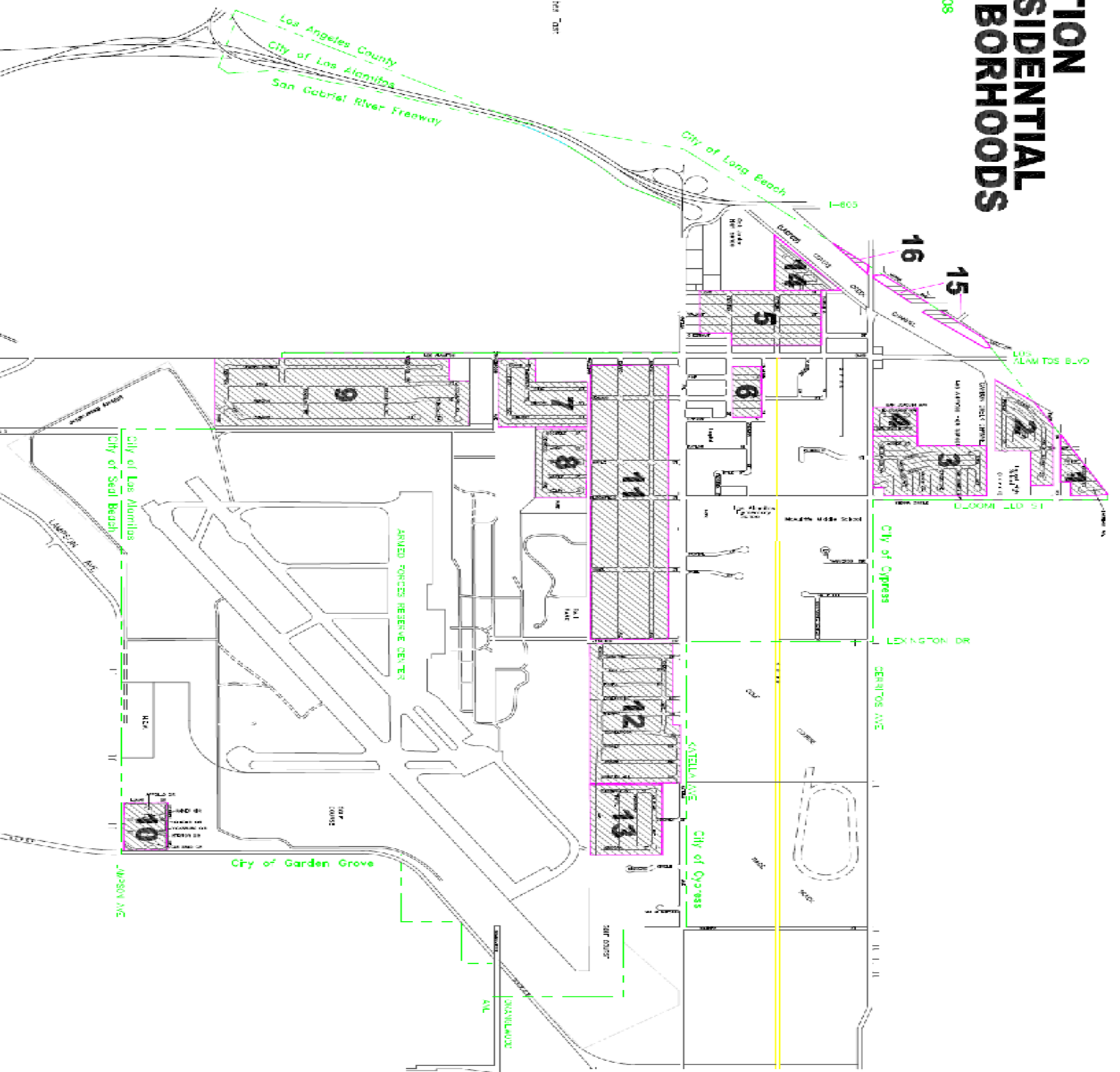
CITY OF LOS ALAMITOS MAP

LOCATION OF RESIDENTIAL NEIGHBORHOODS

City of Los Alamitos
Orange County - California

LEGEND

- City Boundary
- 1 South Side
- 2 College Park North
- 3 Zephyrus
- 4 Woodcreek
- 5 Oak Glen West
- 6 Oak Glen East
- 7 The Dutch Haven
- 8 Saddle Creek
- 9 Lakeside
- 10 Redwood
- 11 Mountain View
- 12 Deer Run
- 13 New Dutch Haven
- 14 Skyway Park
- 15 The Dutch Haven
- 16 The Dutch Haven



ATTACHMENT “C”

PERFORMANCE DEFICIENCY NOTIFICATION

Development Services Department

PERFORMANCE DEFICIENCY NOTIFICATION

Notification to: _____

Date: _____

Time: _____

Method: _____

The following performance deficiency(ies) has been observed and required immediate attention to correct.

Location: _____

Value of Deduction: \$ _____

City Representative will check deficient items and comment (if applicable) below:

- ☐ 1. Performance deficiency up to \$100 per instance. \$ _____
- ☐ 2. Failure to provide adequate equipment. Deduction of up to \$100 per instance/per work day. \$ _____
- ☐ 3. Failure to protect public health and/or correct safety concerns. \$ _____
- ☐ 4. Failure to comply with water restrictions. \$ _____
- ☐ 5. Major sweeping deficiencies. \$ _____
- ☐ 6. Failure to respond within 30 minutes to after-hours emergency page or respond in the field within 1 hour to an after-hours emergency. \$ _____
- ☐ 7. Failure to respond during working hours to a page within 30 minutes. \$ _____
- ☐ 8. Other: \$ _____

Comments: _____

Please initiate the necessary corrective action(s) and notify the City representative when corrective action(s) are completed for re-inspection.

Contractor (Sign & Date)

City Representative (Sign & Date)

ATTACHMENT “D”
STATEMENT REGARDING INSURANCE COVERAGE

STATEMENT REGARDING INSURANCE COVERAGE

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **Section 5** of the Street Sweeping Services Agreement. 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:

SECTION E
STREET SWEEPING SERVICES AGREEMENT

STREET SWEEPING SERVICES
REQUEST FOR PROPOSAL (RFP) 2021-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STREET SWEEPING SERVICES AGREEMENT
[enter name of contractor]

THIS AGREEMENT FOR STREET SWEEPING SERVICES (“Agreement”) is made and entered into, to be effective this ____ day of _____ 2021 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and _____, a _____, (“Contractor”). City and Contractor 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 contractor to provide street sweeping services for City roadways.

B. In response to City’s formal Request for Proposals No. ____ (RFP), dated _____, 2018, Contractor has submitted to City a written proposal, dated ____ __, 2021, to provide the desired street sweeping services.

D. City desires to engage Contractor to provide such street sweeping 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 CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the _____ Proposal, dated _____, 2021, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor 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. Contractor 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 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. ____, dated ____; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document,

which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2nd) the RFP, and (3rd) Contractor's Proposal.

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. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Contractor performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor 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, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Contractor represents and warrants to City that Contractor 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 Contractor to perform the Project Services. Contractor 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 Contractor'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, Contractor warrants that Contractor (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. Contractor 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. Contractor acknowledges that City may enter into agreements with other Contractors, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor 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. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed _____ Dollars (\$_____). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor 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 Contractor 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 Contractor'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 Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance. Contractor shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Contractor, 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 Contractor (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 Contractor, 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of three (3) years, ending on _____, _____, unless extended by mutual written agreement of the Parties for up to two (2) additional two (2) year terms.

4. COORDINATION OF PROJECT SERVICES

4.1 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: _____. 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 Contractor and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Contractor 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 Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Contractor 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 Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor 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. Contractor shall not contract with any other entity to perform the Project Services without prior written consent of City.

If Contractor is permitted by City to subcontract any part of this Agreement, Contractor 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 Contractor. City will deal directly with and will make all payments to Contractor. 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 Contractor, 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 Contractor or any surety of Contractor 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 Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, 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 Contractor's officers, employees, or agents or in fixing their number, compensation, or hours of service. Contractor 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 Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

4.4.2 Contractor 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 Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Project Services. City shall not be liable for compensation or indemnification to Contractor, 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 Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor 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 Contractor or any officer, employee, representative, agent, subconsultant or subcontractor of Contractor 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, Contractor 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 Contractor 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, Contractor 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. Contractor 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. Contractor 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 Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor 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, Contractor 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 Commercial General Liability Insurance. Contractor 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.

5.2.2 Automobile Liability Insurance. Contractor 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 Contractor 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.

5.2.3 Workers' Compensation Insurance. Contractor 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. Contractor 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. Contractor 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, Contractor shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Contractor provides written verification to the City that Contractor 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 Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor 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 Contractor 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 Contractor, 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 Contractor 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. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor 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 Contractor’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, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Contractor 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, Contractor 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 Contractor may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor 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. Contractor shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Contractor as additional named insureds under the Contractor's insurance policies; or (2) Contractor 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. Contractor 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 Contractor and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Contractor 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 Contractor 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 Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Contractor 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 Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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. Contractor 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 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor 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, Contractor shall defend (at Contractor'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 Contractor, 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 Contractor 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 Contractor.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor'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. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor 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. Contractor 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 Contractor, 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 Contractor 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. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor 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 Contractor fails to secure such assignment, Contractor 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 Contractor, 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 Contractor 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 Contractor. 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 Contractor, 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, Contractor shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Contractor 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 Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Contractor shall not limit Contractor'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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Contractor 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. Contractor 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 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 – _____.

To City:

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

With copy to:

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

To Contractor:

Name of Contractor
Street
City, State, Zip Code
Email

10.2 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.

10.3 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.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the

benefit of the Parties' successors and assignees.

10.5 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.

10.6 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.

10.7 Prevailing Wages. Contractor 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"). Contractor 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, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor 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.

10.8 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: _____

Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Name of Contractor

By: _____
Name
Title

By: _____
Name
Title

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF SERVICES

DATED: _____, 2021

RESOLUTION NO. 1928

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LOS ALAMITOS,
ESTABLISHING LIMITED NO PARKING
ZONES FOR STREET SWEEPING AND
REPEALING RESOLUTION NO. 1091**

WHEREAS, Section 10.24.040A of the Los Alamitos Municipal Code provides that the City Council may designate No Parking zones; and,

WHEREAS, by limiting parking the street sweeper can adequately clean the gutters.

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

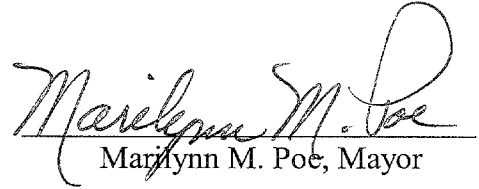
SECTION 1. There shall be no parking on days and times indicated for areas listed below.

AREA	SIDE OF STREET	TIMES PROHIBITED	DAYS PROHIBITED
New Dutch Haven	Both	8:00 a.m. – 11:00 a.m.	Tuesday
Carrier Row	Both	8:00 a.m. – 11:00 a.m.	Tuesday
Apartment Row	North	9:00 a.m. – 12:00 p.m.	1 st & 3 rd Tuesday
Apartment Row	South	9:00 a.m. – 12:00 p.m.	2 nd & 4 th Tuesday
Old Town East	North	11:00 a.m. – 2:00 p.m.	1 st & 3 rd Tuesday
Old Town East	South	11:00 a.m. – 2:00 p.m.	2 nd & 4 th Tuesday
Old Town West	North	11:00 a.m. – 2:00 p.m.	1 st & 3 rd Tuesday
Old Town West	South	11:00 a.m. – 2:00 p.m.	2 nd & 4 th Tuesday
Parkewood	Both	12:30 p.m. – 2:00 p.m.	Tuesday
Country Square	Both	8:00 a.m. – 8:30 a.m.	Friday
College Park North	Both	9:00 a.m. – 12:00 p.m.	Friday
Greenbrook	Both	9:00 a.m. – 12:00 p.m.	Friday
Highlands	Both	10:00 a.m. – 1:00 p.m.	Friday
Old Dutch Haven	Both	11:00 a.m. – 2:00 p.m.	Friday
Suburbia	Both	11:00 a.m. – 2:00 p.m.	Friday

SECTION 2. Resolution No. 1091 is hereby repealed.

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

PASSED, APPROVED AND ADOPTED this 14th day of July 2003.


Marilynn M. Poe, Mayor

ATTEST:


Susan C. Vanderpool, City Clerk

APPROVED AS TO FORM:


Dean Derleth, City Attorney

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

I, Susan C. Vanderpool, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 14th day of July 2003, by the following vote to wit:

AYES:	COUNCILMEMBERS:	Bates, Freeman, Parker, Jempsa & Poe
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None


Susan C. Vanderpool, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 16, 2021

ITEM NUMBER: 11H

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

Presented By: Eric R. Nuñez, Chief of Police

Subject: Authorization to Extend the Agreement for the Red Light Camera Enforcement Program for Five (5) Additional Years

SUMMARY

The Police Department seeks authorization to extend the contract for the red light camera photo enforcement program for an additional five years expiring August 2026.

RECOMMENDATION

Authorize the Mayor to execute the Third Amendment to the agreement with Redflex Traffic Systems, Inc. for a term of five years.

BACKGROUND

The City implemented the red light camera program in 2005 as a public safety measure in response to the community's safety concerns for the Los Alamitos Boulevard/Katella Avenue intersection. Since traditional enforcement efforts were difficult and unsafe given the high volume of vehicles using the intersection, photo enforcement provided a mechanism to increase awareness and provide safe enforcement 24 hours a day, 7 days per week.

For sixteen years, the City has contracted with Redflex Traffic Systems to provide red light photo enforcement services and equipment at two intersections:

1. Los Alamitos Boulevard/Katella Avenue
2. Bloomfield Street/Katella Avenue.

The intersection of Los Alamitos Boulevard/Katella Avenue is consistently ranked amongst the busiest intersections in Orange County, with several million cars traversing this major arterial roadway each year. The number of red light violations at the photo enforced intersections in 2020 was 8,834 and 7,129 red light violations as of July 2021. Having an increase in traffic volume as well as congestion is a contributory factor to deliberately running the red lights.

While traffic volume and related congestion has significantly increased, the City has not experienced an increase in rear-end collisions at the two Red Light Photo Enforcement locations since the implementation of this program. The City's photo enforcement program has helped create a safer driving experience for residents and visitors within the Los Alamitos community, as well as a force multiplier allowing our police officers to focus their efforts elsewhere. The intersection of Bloomfield Street/Katella Avenue continues to be heavily utilized as a school route for children attending Los Alamitos Elementary, McAuliffe Middle and Los Alamitos High School where, in addition to the two (2) crossing guards who cross the students and their parents, the red light camera helps to enforce turning violations, thus keeping our children safe. The positive impact that the red light cameras have on the safety of our children continues to be strongly supported by the Los Alamitos Unified School District Superintendent and Board of Directors.

DISCUSSION

Typical red light traffic collisions, commonly referred to as "Broadside" collisions, are considered the most dangerous type of crash resulting from a traffic violation. Common contributing factors associated with red light violations are volume of traffic, cycle lengths, speed, proximity of other vehicles, and presence of heavy vehicles. Driver frustration, which is common in heavily congested areas, is generally recognized as a cause of red light running. From June 1 of 2019, until May 31, of 2020, we experienced a traffic volume of 14,429,104 vehicles traversing through both intersections. During the period of June 1, 2020 until May 31, 2021, we experienced a traffic volume of 12,640,489 vehicles. Due to the COVID-19 pandemic and less people driving, the traffic volume through these intersections decreased.

The City's agreement with Redflex Traffic Systems, Inc., expires in August of 2021. Traffic collisions at intersections monitored by the Red Light Enforcement cameras have remained low (two in 2019 and two in 2021) while traffic at these same intersections has increased significantly since the inception of the program. The increased traffic adds more congestion to our roadways. Staff is requesting approval of this agreement which includes the same terms for system malfunctions and for downtime, as well as an option to avoid billing during construction periods where the system is not in operation. There would be no additional cost to the City to extend this agreement.

FISCAL IMPACT

Redflex has not requested a fee increase for this amendment. Sufficient funds have been budgeted for Fiscal Year 2021-22 in account number 10-528-5260.

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

- Attachment:*
- 1. Third Amendment to Agreement (2021)*
 - 2. Second Amendment to Agreement (2017)*
 - 3. First Amendment to Agreement (2015)*
 - 4. 2010 Exclusive Agreement*

**THIRD AMENDMENT TO THE EXCLUSIVE AGREEMENT
BETWEEN THE CITY OF LOS ALAMITOS AND
REDFLEX TRAFFIC SYSTEMS INC. FOR TRAFFIC CAMERA SAFETY IMPROVEMENT
PROGRAM**

This Third Amendment (the “Third Amendment”) to the Exclusive Agreement between the City of Los Alamitos and Redflex Traffic Systems, Inc. for the Traffic Camera Safety Improvement Program is made by and between the City of Los Alamitos, California (the “Customer” or the “City”), and Redflex Traffic Systems, Inc. (“Redflex”) (individually referred to as a “Party” and together referred to as the “Parties”). The Effective Date of this Fourth Amendment is August 16th, 2021.

RECITALS

- A. On or about September 1, 2010, Redflex and the City entered into the Exclusive Agreement between the City of Los Alamitos and Redflex Traffic Systems, Inc. for Traffic Camera Safety Improvement Program (the “Original Agreement”);
- B. By letter dated August 3, 2015, the Parties agreed to extend the Original Agreement on a month-to-month basis until the Parties terminated the Original Agreement or entered into an extension of the Original Agreement (the “Letter”);
- C. On or about August 24, 2015, the City approved the First Amendment to the Original Agreement (the “First Amendment”), on July 31, 2017 the City approved the Second Amendment to the Original Agreement (the “Second Amendment”). The First Amendment, the Letter and the Second Amendment together with the Original Agreement, are collectively referred to herein as the “Agreement”;
- D. The Agreement is set to expire on August 24, 2021; and
- E. The Parties now desire to extend the term of the Agreement as set forth below.

NOW THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

- A. **Term of Agreement.** The Parties agree to extend the term, in Section 2 of the Agreement, for an additional five (5) year period commencing on August 25, 2021 and ending on August 24, 2026.
- B. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this Third Amendment, the terms and conditions of the Agreement shall remain in full force and effect. To the extent that this Third Amendment conflicts with the terms of the Agreement, this Third Amendment shall control. Any capitalized terms not defined in this Third Amendment shall have the meanings ascribed to them in the Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF LOS ALAMITOS, CALIFORNIA

By: _____
Name: Mark A Chirco.
Title: Mayor

Attest:

Windmera Quintanar
MMC, City Clerk

Approved as to Form:

Michael S. Daudt
City Attorney

REDFLEX TRAFFIC SYSTEMS, INC.

By: _____
Name: Mark Talbot
Title: President

By: _____
Name: _____
Title: _____

**SECOND AMENDMENT TO THE EXCLUSIVE AGREEMENT BETWEEN THE CITY
OF LOS ALAMITOS AND REDFLEX TRAFFIC SYSTEMS, INC. FOR TRAFFIC
CAMERA SAFETY IMPROVEMENT PROGRAM**

This Second Amendment to the Exclusive Agreement Between the City of Los Alamitos and Redflex Traffic Systems, Inc. for Traffic Camera Safety Improvement Program ("Second Amendment") is executed this 31st day of July, 2017 (the "Execution Date") by and between Redflex Traffic Systems, Inc. ("Redflex") and the City of Los Alamitos, California (the "City") (individually a "Party"; collectively, the "Parties").

RECITALS

- A. On or about September 1, 2010, Redflex and the City entered into the Exclusive Agreement Between the City of Los Alamitos and Redflex Traffic Systems, Inc. for Traffic Camera Safety Improvement Program (the "Original Agreement");
- B. By letter dated August 3, 2015, the Parties agreed to extend the Original Agreement on a month-to-month basis until the Parties terminated the Original Agreement or entered into an extension of the Original Agreement (the "Letter");
- C. On or about August 24, 2015, the City approved the First Amendment to the Exclusive Agreement Between the City of Los Alamitos and Redflex Traffic Systems, Inc. for Traffic Camera Safety Improvement Program ("First Amendment") (together with the Original Agreement and the Letter, the "Agreement");
- D. The Agreement is set to expire on August 24, 2017; and
- E. Redflex and the City desire to extend the term of the Agreement and otherwise modify the Original Agreement as set forth below.

The parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement. The Parties agree to extend the term of the Agreement as outlined in Section 2 of the Original Agreement and previously extended by Section A of the First Amendment, for an additional four (4) years commencing on August 24, 2017 and ending on August 24, 2021.

2. Malfunction Rate. The following language shall be added to the Original Agreement as Section 3.11:

3.11. MALFUNCTION RATE.

3.11.1. If a Redflex System at any Designated Intersection Approach has a Malfunction Rate (as defined below), that is greater than or equal to twenty-one percent (21%) of the total incidents captured by that

Redflex System in a particular month, then Customer shall be entitled to a credit against the Fixed Monthly Fee for the Designated Intersection Approach at issue equal to the Malfunction Rate, and this credit shall only be applied to the month in which the twenty-one percent (21%) or higher Malfunction Rate occurred. For example, if a Redflex System at a Designated Intersection Approach having a \$5,200.00 Fixed Monthly Fee has a thirty-percent (30%) Malfunction Rate for a certain month, then Customer shall be entitled to a credit of \$1,560.00 ($\$5,200.00 \times .30$) for the Designated Intersection Approach for that month.

- 3.11.2. The "Malfunction Rate" shall be determined from the Redflex online Customer Management Report, and shall include rejections caused by one or more components of the Redflex System, including, but not limited to, camera malfunctions or video errors. The Malfunction Rate shall exclude rejections that are not controllable by Redflex or the Redflex System, including, but not limited to: driver obstruction; motor cycle helmet; plate obstruction; vehicle obstruction; extended vehicle; out-of-country and paper plates; emergency vehicles; sun glare; and non-prosecutable violation.
- 3.11.3. Upgrades. Redflex will continue the process of upgrading its curbside Equipment to assure the lowest Malfunction Rate possible.

The addition of Section 3.11 to the Original Agreement shall not become effective until August 24, 2017, and Redflex shall not be obligated to credit the City as provided for under Section 3.11 until after the first full month following August 24, 2017.

3. Downtime. The following language shall be added as Section 5 to Exhibit "C" attached to the Original Agreement:

- 5. In the event that Redflex or Customer discovers any material problem or defect that causes a Redflex System at a Designated Intersection Approach to be down or offline, Redflex shall use its best efforts to cause such problem or defect to be repaired within 48 hours, excluding weekends. This does not include a Redflex System that is down or offline due to a power outage or other causes beyond the reasonable control of Redflex. In the event that the Redflex System is not fully operational within forty-eight (48) hours of the material problem or defect occurring, Redflex shall credit the monthly invoice in the amount of 1/30th of the Fixed Monthly Fee for the downed Designated Intersection Approach for each day the approach is down, including the initial days of nonoperation.

The addition of Section 5 to Exhibit "C" attached to the Original Agreement shall not become effective until August 24, 2017, and Redflex shall not be obligated to credit the City as provided for under Section 5 of Exhibit "C" attached to the Original Agreement until after August 24, 2017.

4. Road Repairs and Construction. Section 3.9 of the Original Agreement is revoked in the entirety and the following substituted in its place:

3.9. ROAD REPAIRS AND CONSTRUCTION PROJECTS. The Customer shall not be responsible for the payment of the monthly fixed fee per Designated Intersection Approach for each Designated Intersection Approach that is rendered inoperable due to road repairs, street improvements, or stop work orders that interrupts, impedes, obstructs or interferes with the successful performance of the Redflex System at the applicable Designated Intersection Approach for a period of fourteen (14) or more calendar days within the same month. This waiver of payment is per Designated Intersection Approach, and in no event shall the waiver of payment for an inoperable Designated Intersection Approach be considered a waiver of payment for any other operational Designated Intersection Approach. The Customer's obligation to pay the monthly fixed fee per Designated Intersection Approach shall resume in the month in which the applicable Designated Intersection Approach resumes operation for at least sixteen (16) calendar days within the same month.

The amendment to Section 3.9 of the Original Agreement does not take effective until August 24, 2017.

5. Termination for Convenience. Section 6.1 of the Original Agreement, as amended by Section B of the First Amendment, is revoked in its entirety and the following substituted in its place:

6.1 TERMINATION OF AGREEMENT

6.1.1 Termination for Cause. Either party shall have the right to terminate this Agreement by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of the Program; (ii) the Supreme Court for the State of California rules that the Citations from the Program are inadmissible in evidence; or (iii) the other Party commits any material breach of any of the provisions of this Agreement. Upon entry of an order restraining or enjoining the operation of the Program by a court of competent jurisdiction, or an order that substantially diminishes the financial value of the program to either party, the Camera Term of the Agreement shall be suspended until the later of the dissolution of the restraint, injunction, or order or the date the restraint, injunction, or order becomes final and not subject to any appeal. Either Party may elect to restart the operation of the Program if the restraint, injunction, or order is dissolved or otherwise rendered unenforceable. The Camera Term of the Agreement shall be extended by the period of time for which the Program was suspended. Either Party shall have the right to remedy or cure the cause for termination or breach within forty-five (45) calendar days

(or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the appropriate Party setting forth in reasonable detail the events of the cause for termination or breach. Termination of this Agreement for cause shall not be enforceable or effective unless the terminating Party mails written notice of termination to the non-terminating Party not less than forty-five (45) calendar days prior to the Agreement termination date and provides to the non-terminating Party the opportunity to remedy or cure the cause of the termination or breach within the forty-five (45) calendar day time period provided herein.

6.1.2 Termination for Convenience. The Parties may terminate this Agreement without cause upon the following conditions:

6.1.2.1 The Customer reserves the right to terminate this Agreement without cause upon thirty (30) days written notice. If the Customer exercises its right to terminate this Agreement in accordance with this paragraph, the Customer shall be obligated to pay Redflex for all services satisfactorily performed in accordance with this Agreement, through and including the initial notice of termination date, but not to exceed the payment according to the rates specified in Exhibit D.

6.1.2.2 Redflex reserves the right to terminate this Agreement without cause upon ninety (90) days written notice to the Customer.

The amendment to Section 6.1 of the Original Agreement as outlined in this Second Amendment is effective immediately.

6. Notices. Section 9 of the Original Agreement is amended to change the notice address for Redflex to the following:

Redflex Traffic Systems, Inc.
Attn: Legal Department
5651 W. Talavi Blvd., Suite 200
Glendale, AZ 85306
Facsimile: (623) 207-2056
Email: legaldepartment@redflex.com

The amendment to Section 9 of the Original Agreement as outlined in this Second Amendment is effective immediately, and all notices shall be served on Redflex at the address listed in this Second Amendment.

7. Pricing Changes. The “Tier 1” Fixed Fee outlined on Exhibit “D” to the Original Agreement for each Designated Intersection Approach existing at the Execution Date of this Second Amendment shall be reduced from the current rate of Four Thousand Five Hundred

Seventy Six Dollars (\$4,576) per Designated Intersection Approach per month (the current rate calculated by multiplying \$4,500 X the CPI as provided for under Exhibit "D") to Three Thousand Two Hundred Dollars (\$3,200) per Designated Intersection Approach per month.

The reduction to the "Tier 1" Fixed Fee as outlined above does not take effect until August 24, 2017, and the current rate per Designated Intersection Approach per month shall apply until August 24, 2017. Other than as expressly stated in this Second Amendment, all other terms of Exhibit "D" attached to the Original Agreement shall remain in full force and effect.

8. Records Retention. Section 3.4 of the Original Agreement shall be deleted in the entirety and the following language substituted in its place:

3.4. RECORDS RETENTION. Redflex shall retain Violations Data in accordance with applicable law.

9. Enforceability of Non-Amended Terms and Conditions. Except as expressly amended in this Second Amendment, the terms and conditions of the Agreement shall remain in full force and effect. To the extent that this Second Amendment conflicts with the terms and conditions of the Agreement, this Second Amendment shall control. Any capitalized terms not defined in the Second Amendment shall have the meanings ascribed to them in the Agreement.

**CITY OF LOS ALAMITOS,
CALIFORNIA**


Bret Plumlee
City Manager

REFLEX TRAFFIC SYSTEMS, INC.


Michael Finn
President and CEO

Attest:


Windmera Quintanar
CMC, City Clerk

Approved as to Form:


Cary S. Reisman
City Attorney

FIRST AMENDMENT TO
EXCLUSIVE AGREEMENT BETWEEN THE CITY OF LOS ALAMITOS
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
TRAFFIC CAMERA SAFETY IMPROVEMENT PROGRAM

This First Amendment (the "First Amendment") to Exclusive Agreement between the City of Los Alamitos and Redflex Traffic Systems Inc. for Traffic Camera Safety Improvement Program is made by and between Redflex Traffic Systems, Inc. ("Redflex") and the City of Los Alamitos, CA (the "City" or the "Customer") (individually the "Party" and collectively referred to as the "Parties"). The Effective Date of this First Amendment is 8/24, 2015 ("Effective Date").

RECITALS

1. The Parties executed the Exclusive Agreement between the City of Los Alamitos and Redflex Traffic Systems Inc. for Traffic Camera Safety Improvement Program on September 1, 2010 (the "Agreement");
2. The Parties desire to extend the Term of the Agreement and modify the Agreement to reflect changes to the Program.

The Parties amend the Agreement as follows:

TERMS AND CONDITIONS

- A. **Term.** As provided in Section 2 of the Agreement, the Parties agree to extend the Camera Term for an additional two (2) years commencing on the Effective Date (the "Extended Term").

- B. **Termination for Convenience.** Section 6.1 is amended in its entirety and shall provide the following:

6.1 **TERMINATION**

6.1.1 **Termination for Cause.** Either Party shall have the right to terminate this Agreement by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of the Program; (ii) the Supreme Court for the State of California rules that the Citations from the Program are inadmissible in evidence; or (iii) the other Party commits any material breach of any of the provisions of this Agreement. Upon entry of an order restraining or enjoining the operation of the Program by a court of competent jurisdiction, or an order that substantially diminishes the financial value of the program to either party, the Camera Term of the Agreement shall be suspended until the later of the dissolution of the restraint, injunction, or order or the date the restraint, injunction, or order becomes final and not subject to any appeal. Either Party may elect to restart the operation of the Program if the restraint, injunction, or order is dissolved or otherwise rendered unenforceable. The Camera Term of the Agreement shall be extended by the period of time for which the Program was suspended. Either Party shall have the right to remedy or cure the cause for termination or breach within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the appropriate Party setting forth in reasonable detail the events of the cause for termination or breach. Termination of this Agreement for cause shall not be enforceable or effective unless the terminating Party mails written notice of termination to the non-terminating Party not less than forty-five (45) calendar days prior to the Agreement termination date and provides to the non-terminating Party the opportunity to remedy or cure the cause of the termination or breach within the forty-five (45) calendar day time period provided herein.

6.1.2 **Termination for Convenience.** The Parties may terminate this Agreement without cause upon the following conditions:

6.1.2.1 The City reserves the right to terminate this Agreement without cause upon thirty (30) days written notice. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall be obligated to pay Redflex for all services satisfactorily performed in accordance with this Agreement, through and

including the initial notice of termination date, but not to exceed the payment according to the rates specified in Exhibit D.

6.1.2.2 Redflex reserves the right to terminate this Agreement without cause upon ninety (90) days written notice to the City.

C. **Redflex Ethics** Section 3.10 is added and shall provide the following:

3.10. **Redflex Ethics.** Redflex agrees that it will comply with all applicable laws relating to its performance under this Agreement, including any applicable federal, state, or local law governing or relating to: a) conflicts of interest; b) providing of gifts or hospitality to government officials or government employees; and c) providing political and charitable contributions, or governing or relating to the ethical conduct of business with government agencies.

3.10.1 Redflex represents and warrants that its performance in connection with this Agreement will be in compliance with Redflex's internal Anti-Bribery and Anti-Corruption Policy and Procedures, a copy of which is available at <http://www.redflex.com/index.php/en/compliance-corner/policy-and-procedures>. Failure by Reflex to comply with the Anti-Bribery and Anti-Corruption Policy and Procedures shall permit to the City, in its sole discretion, to immediately terminate this Agreement.

3.7.2. From time to time, Redflex may choose to modify its own internal Anti-Bribery and Anti-Corruption Policy and Procedures. In each case where the Redflex Anti-Bribery and Anti-Corruption Policy and Procedures are modified, Redflex shall cause a copy of the revised Anti-Bribery and Anti-Corruption Policy and Procedures to be delivered to the City's Project Manager within ten (10) business days, and shall obtain a receipt in writing with the date and time of delivery. The City, in its sole discretion, may elect to reject any and all modifications, other than modifications required by changes in applicable law, made within thirty (30) business days, and shall notify Redflex in writing specifying all modifications rejected. The affected specific provisions in the current Anti-Bribery and Anti-Corruption Policy, or in a successor Anti-Bribery and Anti-Corruption Policy and Procedures document that has not been rejected by the City, shall remain in effect. However, Redflex and the City may negotiate in a timely manner and mutually approve in writing a joint document with alternate language of the specific provision which the City has rejected.

D. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this First Amendment, the Terms and Conditions of the Agreement shall remain in full force and effect. To the extent that this First Amendment conflicts with the terms of the Agreement, this First Amendment shall control.

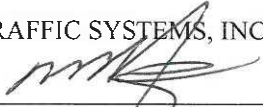
Approved as to form, content and legality:

CITY OF LOS ALAMITOS, CALIFORNIA

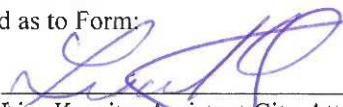
By: 
Name: Bret M. Plumlee, City Manager
Date: 8-24-15

Attest: 
By: Windmera Quintanar, CMC, City Clerk

REFLEX TRAFFIC SYSTEMS, INC.

By: 
Name: Michael R. Finn
Title: CEO and President
Date: 10/1/15

Approved as to Form:

By: 
Lisa Kranitz, Assistant City Attorney

EXCLUSIVE AGREEMENT BETWEEN THE CITY OF LOS ALAMITOS
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
TRAFFIC CAMERA SAFETY IMPROVEMENT PROGRAM

This Agreement (this "Agreement") is made as of this 1st day of September, 2010 by and between Redflex Traffic Systems, Inc., a Delaware Corporation, with offices at 23751 N. 23rd Avenue, Phoenix, Arizona, 85027 ("Redflex"), and The City of Los Alamitos a municipal corporation, with offices at 3201 Katella Avenue, Los Alamitos California 90720 (the "Customer").

RECITALS

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to the Traffic Camera Safety Improvement Program (hereinafter "the Program"); and

WHEREAS, the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that Authorized Employees of the Customer are able to monitor, identify and enforce traffic violations; and

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS.** In this Agreement, the words and phrases below shall have the following meanings:

- 1.1. "Authorized Employee" means the Project Manager or such other individual(s) as the Customer shall designate to review Potential Violations and to authorize the Issuance of Citations in respect thereto,
- 1.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Employee by using the Redflex System.
- 1.3. "Citation" means the notice of a Violation, which is mailed or otherwise delivered by Redflex to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.
- 1.4. "Confidential or Private Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

- 1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
- 1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
- 1.4.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.
- 1.5. "Customer Parties" means the City and the City's employees and agents.
- 1.6. "Intersection Approach" means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by Redflex for the purposes of facilitating the Program by the Customer.
- 1.7. "Designated Intersection Approaches" means the Intersection Approaches as Redflex and the Customer shall mutually agree from time to time. See Exhibit A for the number of approaches.
- 1.8. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Redflex System.
- 1.9. "Enforcement Documentation" means the necessary and appropriate documentation related to the Program, including but not limited to warning letters, citation notices using the specifications of the Judicial Council and the City, a numbering sequence for use on all citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Redflex System), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for applicable court and judicial officers.
- 1.10. "Equipment" means any and all approach cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Program.

- 1.11. "Fine" means a monetary sum assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
- 1.12. "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.13. "Installation Date of the Program" means the date on which Redflex completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the Program.
- 1.14. "Intellectual Property" means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.
- 1.15. "Operational Period" means the period of time during the Term, commencing on the Installation Date, during which the Program is functional in order to permit the issuance of Citations using the Redflex System.
- 1.16. "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.17. "Project Manager" means the project manager appointed by the Customer in accordance with this Agreement, which shall be an Authorized Employee and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Program, and which manager shall have the power and authority to make management decisions relating to the Customer's obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Customer's charter or other organizational documents of the Customer or by the city council or other governing body of the Customer.
- 1.18. "Potential Violation" means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex System with respect to such motor vehicle, which data shall be processed by the Redflex System for the purposes of allowing the Authorized Employee to review such data and determine whether a traffic violation has occurred.
- 1.19. "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer

programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.

- 1.20. "Redflex Marks" means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to the Program at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.
- 1.21. "Redflex Project Manager" means the project manager appointed by Redflex in accordance with this Agreement, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Program, and who shall have the power and authority to make management decisions relating to Redflex's obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 1.22. "Redflex System" means, collectively, the Salus® and/or SMARTeam® System, the SMARTscene® System, and all of the other equipment, applications, cameras, sensors, components, motor vehicles and other tangible and intangible property relating thereto, to enable Redflex to enforce a minimum of one lane of travel at a designated location. The SMARTops® System, the Program, and all of the other equipment, applications, back office processes, servers, off-site backup systems, software and other tangible and intangible property relating thereto.
- 1.23. "Traffic Camera Safety Improvement Program" or "the Program" are interchangeable and synonymous and mean the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.
- 1.24. "Violation Criteria" means the standards and criteria by which Potential Violations will be evaluated by Authorized Employees of the Customer, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities. Should physical criteria change which requires additional modification to the Program or its detection equipment, any costs incurred is the responsibility of the customer.
- 1.25. "Records Retention" means the period of time that Redflex will retain confidential information to include photographic evidence and data associated with the Program.
- 1.26. "SMARTeam® System" means the proprietary software system that controls the systems of Redflex relating to the Program.

- 1.27. "Salus® System" means the proprietary software that controls the systems of Redflex relating to the Program.
 - 1.28. "REDFLEXred® System" means the proprietary digital redlight photo enforcement system of Redflex relating to the Program.
 - 1.29. "SMARTops® System" means the proprietary back-office processes of Redflex relating to the Program.
 - 1.30. "SMARTscene® System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data relating to the Program.
 - 1.31. "Traffic Signal Controller Boxes" means the signal controller interface and vehicle detection owned and operated by the Customer. This includes, but not limited to, the Customer's traffic controller, Customer's vehicle detection equipment, Customer's communication equipment, Customer's controller cabinet, etc.
 - 1.32. "Violation" means any traffic violation authorized for photo enforcement as prohibited by the Vehicle Code or any applicable rule, regulation or law of any other Governmental Authority, including but not limited to operating a motor vehicle contrary to traffic signals, and operating a motor vehicle without displaying a valid license plate or registration.
 - 1.33. "Violations Data" means the images and other Violations data gathered by the Redflex System at the Designated Intersection Approaches.
 - 1.34. "Warning Period" means a period after the Installation Date of the first intersection approach, wherein only warning notices shall be issued, commencing within 3 days after the system has been installed.
2. **TERM.** Each and every installed camera shall have a separate, distinct and independent five (5) year term ("Camera Term") commencing as of the date of the first "Authorized Violation" therefrom and continuing for a period of five (5) years thereafter (the "Initial Camera Term"). Notwithstanding the foregoing, this agreement shall expire automatically five (5) years from its effective date, unless the City Manager provides Redflex with a written notice of the City's election to renew the Agreement for an additional term of two (2) years.
 3. **SERVICES.** Redflex shall provide the Program to the Customer, in each case in accordance with the terms and provisions set forth in this Agreement.
 - 3.1. **INSTALLATION.** With respect to the construction and installation of (1) the Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit B attached hereto.
 - 3.2. **MAINTENANCE.** With respect to the maintenance of the Redflex System at the Designated Intersection Approaches the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit C attached hereto.
 - 3.3. **VIOLATION PROCESSING.** During the Operational Period, Violations shall be processed as follows:
 - 3.3.1. All Violations Data shall be stored on the Redflex System;
 - 3.3.2. The Redflex System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee via the Redflex System;

- 3.3.3. The Redflex System will be accessible by Authorized Staff through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser.
- 3.3.4. Redflex shall provide the Authorized Employee with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches.
- 3.3.5. The Customer shall cause the Authorized Employee to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose, and REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION.
- 3.3.6. With respect to each Authorized Violation, Redflex shall print and mail a Citation within five (5) days after Redflex's receipt of such authorization; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations;
- 3.3.7. Redflex shall provide a toll-free telephone number for the purposes of answering citizen inquiries
- 3.3.8. Redflex shall permit the Authorized Employee to generate reports using the Redflex Standard Report System.
- 3.3.9. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex shall provide, without cost to the Customer, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Customer in such format and for such periods as mutually agreed upon.
- 3.3.10. During the six (6) month period following the Installation Date and/or upon Redflex's receipt of a written request from the Customer at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Customer in prosecuting Violations; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; After the initial 6 month period, expert testimony may be provided on a cost reimbursement basis.
- 3.3.11. During the three (3) month period following the Installation Date, Redflex shall provide such training to Customer personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Customer with respect to the Program.

- 3.4. **Records Retention:** Redflex shall retain confidential information to include photographic evidence and data associated with the Program for a period of up to six (6) months from the date of the violation or until final disposition of the citation, whichever date is later, and destroy the violations date thereafter in a manner that will preserve the confidentiality of any person included in the violations date.
- 3.5. **PROSECUTION AND COLLECTION; COMPENSATION.** The Customer shall diligently prosecute Citations and the collection of all Fines in respect thereof, and Redflex shall have the right to receive, and Customer shall be obligated to pay, the compensation set forth on Exhibit D attached hereto.
- 3.6. **TAXES.** Where required by state statute, ordinance or regulation, Redflex shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, City/Customer agrees to pay any applicable taxes including but not limited to use, property or sales taxes required at the municipal, county, state or any other taxing authority level on all applicable consumer services and materials purchased and/or leased. No charge by the City/Customer shall be made for federal excise taxes and City/Customer agrees to furnish Redflex with an exemption certificate where appropriate for any applicable sales and/or use taxes. [If dealing with New Mexico, Washington, or Ohio, Legal/Finance needs to approve this section in the agreement and amend it according to applicable state law.]
- 3.7. **OTHER RIGHTS AND OBLIGATIONS.** During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Redflex and the Customer shall have the respective rights and obligations set forth on Exhibit E attached hereto.
- 3.8. **CHANGE ORDERS.** The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Redflex, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Customer. Following the Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit D shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 10.

3.9. ROAD REPAIRS AND CONSTRUCTION PROJECTS. The term of an installed camera shall be temporarily suspended as a result of any Customer-authorized road repairs, street improvements or stop work order that interrupts, impedes, obstructs or interferes with the successful performance of the installed camera for a period of fourteen (14) or more calendar days.

4. **LICENSE; RESERVATION OF RIGHTS.**

4.1. License. Subject to the terms and conditions of this Agreement, Redflex hereby grants the Customer, and the Customer hereby accepts from Redflex upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City of Los Alamitos, access and use the Redflex System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Redflex System in connection therewith, (b) disclose to the public (including outside of the City of Los Alamitos that Redflex is providing services to the Customer in connection with Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved in advance by Redflex.

4.2. RESERVATION OF RIGHTS. The Customer hereby acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.

4.3. RESTRICTED USE. The Customer hereby covenants and agrees that it shall not (a) make any modifications to the Redflex System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Redflex therein, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Customer's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Redflex System, the Redflex System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.

4.4. PROTECTION OF RIGHTS. Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any

registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.

- 4.5. INFRINGEMENT. The Customer shall use its reasonable best efforts to give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex. Redflex shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Redflex commences any enforcement action under this Section 4.5, then the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex, and Redflex shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.
- 4.6. INFRINGING USE. The Customer shall give Redflex prompt written notice of any action or claim action or claim, whether threatened or pending, against the Customer alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex in the defense thereof; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Redflex determines, in the exercise of its sole discretion, that an infringement may exist, Redflex shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.
- 4.7. UNAUTHORIZED REFERENCES TO REDFLEX. Customer shall not utilize, make use of and/or make any reference to Redflex, its name or likeness, its affiliated, parent or subsidiary companies or corporations, its logos, insignias, trademarks, trade names, brand, websites, property, assets, products or services, including, but not limited to, the "SMARTcam™ System", "Salus™ System", "REDFLEXred™ System", "REDFLEXspeed™ System", "REDFLEXrail™ System", "REDFLEXstop™ System", "REDFLEXslimline™ System", "SMARTops™ System", "SMARTscene™ System"; "PLATESCAN™ System" and/or and any and all combinations, variants and derivatives thereof, in, on or about, Customer marketing, publicity, media, public relations, advertising, education or training materials, information, data, papers and/or documents, for any reason or purpose, whatsoever, without the prior written approval of Redflex which may be withheld, denied, delayed, rejected and/or refused, by Redflex in its sole, absolute and unilateral discretion.

5. REPRESENTATIONS AND WARRANTIES.

5.1. Redflex Representations and Warranties.

5.1.1. Authority. Redflex hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.1.2. Professional Services. Redflex hereby warrants and represents that any and all services provided by Redflex pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Redflex System, subject to applicable law, in compliance with all specifications provided to Redflex by the Customer.

5.2. Customer Representations and Warranties.

5.2.1. Authority. The Customer hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2. Professional Services. The Customer hereby warrants and represents that any and all services provided by the Customer pursuant to this Agreement shall be performed in a professional and workmanlike manner.

5.3. LIMITED WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDFLEX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDFLEX SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE CUSTOMER'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDFLEX DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION APPROACHES OR THE REDFLEX SYSTEM WILL OPERATE IN THE WAY THE CUSTOMER SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE REDFLEX SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

6. TERMINATION.

6.1. TERMINATION FOR CAUSE: Either party shall have the right to terminate this Agreement by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of the Program; (ii) the Supreme Court for the State of California rules that the Citations from the Program are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Agreement. Either party shall have the right to remedy or cure the cause for termination or breach within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the appropriate party setting forth in reasonable detail the events of the cause for termination or breach. Termination of this Agreement shall not be enforceable or effective unless the terminating

party mails written notice of termination to the non-terminating party not less than forty-five (45) calendar days prior to the Agreement termination date and provides to the non-terminating party the opportunity to remedy or cure the cause of the termination or breach within the forty-five (45) calendar day time period provided herein.

6.2. RIGHTS AND REMEDIES. In connection with any breach and/or termination of this Agreement, Redflex shall have and hereby reserves, in full, all rights and remedies available in law and/or in equity. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.3. PROCEDURES UPON TERMINATION. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Except as set forth in Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.3.1. Redflex shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Program, (ii) promptly deliver to the Customer any and all Proprietary Property of the Customer provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the Customer a final report to the Customer regarding the collection of data and the issuance of Citations in such format and for such periods as the Customer may reasonably request, and which final report Redflex shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to Customer a final invoice stating all fees and charges properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination, and (v) provide such assistance as the Customer may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement. Immediately upon termination Redflex is no longer bound to the Data Retention Requirements for any data and if the customer wishes to obtain the data it must be conveyed at the time of termination. Redflex will transfer the data and relevant information to the city by a mutually agreed upon method. The customer will assume the burden for all costs associated with this task including but not limited to administrative, storage media, storage media authoring devices, and internet bandwidth used for transferring data. Redflex will provide no tools for accessing this data or other guarantees.

6.3.2. The Customer shall (i) immediately cease using the Program, accessing the Redflex System and using any other Intellectual Property of Redflex, (ii) promptly deliver to Redflex any and all Proprietary Property of Redflex provided to the Customer pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination.

6.3.3. Unless the Customer and Redflex have agreed to enter into a new agreement relating to the Program or have agreed to extend the Term of this Agreement, Redflex shall remove any and all Equipment or other materials

of Redflex installed in connection with Redflex's performance of its obligations under this Agreement, including but not limited to housings, poles and camera systems, and Redflex shall restore the Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement.

6.3.4. In addition to any and all other rights and remedies available and/or reserved herein, the Customer shall pay to Redflex a pro rata share of all monies or revenue generated, collected and/or received by Customer after the Agreement termination date that are, in any way, a result of, associated with and/or attributable to, in whole or in part, the products or services rendered to Customer by Redflex.

6.4. **SURVIVAL.** Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (x) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Customer Representations and Warranties), 5.3 (Limited Warranty), 7 (Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Applicable Law), 11.16 (Injunctive Relief; Specific Performance) and 11.18 (Jurisdiction and Venue), and (y) those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

7. **CONFIDENTIALITY.** During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

8. **INDEMNIFICATION AND LIABILITY.**

8.1. **Indemnification by Redflex.** Subject to Section 8.3, Redflex hereby agrees to defend and indemnify the Customer and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them (individually a "Customer Party" and collectively, the "Customer Parties") against, and to protect, save and keep harmless the Customer Parties from, and to pay on behalf of or reimburse the Customer Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits,

judgments, settlements, costs, expenses and disbursements (including reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Redflex contained in this Agreement, or (b) negligence or the willful misconduct of Redflex, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Customer Party.

8.2. Indemnification by Customer. Subject to Section 8.3, the Customer hereby agrees to defend and indemnify Redflex and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them, or any of them (individually a "Redflex Party" and collectively, the "Redflex Parties") against, and to protect, save and keep harmless the Redflex Parties from, and to pay on behalf of or reimburse the Redflex Parties as and when incurred for, any and all Losses which may be imposed on or incurred by any Redflex Party arising out of or in any way related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of the Customer contained in this Agreement, (b) the negligence or willful misconduct of the Customer, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Redflex Party, (c) any claim, action or demand not caused by Redflex's failure to perform its obligations under this Agreement, or (d) any claim, action or demand challenging the Customer's use of the Redflex System or any portion thereof, the validity of the results of the Customer's use of the Redflex System or any portion thereof, or the validity of the Citations issued, prosecuted and collected as a result of the Customer's use of the Redflex System or any portion thereof.

8.3. Indemnification Procedures. In the event any claim, action or demand (a "Claim") in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Indemnified Party shall have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party shall have the right to take over the control of the defense or settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The

Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim, and no party shall have the right enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

8.4. **LIMITED LIABILITY.** Notwithstanding anything contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any special, incidental, indirect, consequential or punitive damages however caused and on any theory of liability arising out of or relating to this Agreement, except and only to the extent expressly authorized for in Provision 11.19 entitled "PREVAILING PARTY" of this Agreement. In the event of any breach of this Agreement, however, the non-breaching party is entitled to recover expectation damages from the breaching party, which are defined as the amounts that non-breaching party would have received under the Agreement had the breaching party fully performed pursuant to the terms and conditions of this Agreement.

9. **NOTICES.** Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

9.1. Notices to Redflex:

Redflex Traffic Systems, Inc.
23751 North 23rd Avenue
Phoenix, AZ 85027
Attention: PROGRAM MANAGEMENT
Facsimile: (623) 207-2050

9.2. Notices to the Customer:

City of Los Alamitos
3201 Katella Avenue
Los Alamitos, CA 90720
Attention: Cassandra Palmer
Facsimile: (562) 431-6499

10. **DISPUTE RESOLUTION.** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 10, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

11. **MISCELLANEOUS.**

11.1. **Assignment.** Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, The Customer hereby acknowledges and agrees that the execution (as outlined in Exhibit F), delivery and performance of Redflex's rights pursuant to this Agreement shall require a significant investment by Redflex, and that in order to finance such investment, Redflex may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The Customer hereby agrees that Redflex shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between Redflex and any such Financial Institution, subject to the Customer's prior written approval, which approval shall not be unreasonably withheld or delayed. The Customer further acknowledges and agrees that in the event that Redflex provides written notice to the Customer that it intends to Transfer all or any of Redflex's rights pursuant to this Agreement, and in the event that the Customer fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from Redflex, for the purposes of this Agreement, the Customer shall be deemed to have consented to and approved such Transfer by Redflex. Notwithstanding the above, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors or assigns.

11.2. **RELATIONSHIP BETWEEN REDFLEX AND THE CUSTOMER.** Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

- 11.3. AUDIT RIGHTS. Each of parties hereto shall have the right to audit to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.
- 11.4. FORCE MAJEURE. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 11.5. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties.
- 11.6. SEVERABILITY. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 11.7. WAIVER. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 11.8. CONSTRUCTION Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.
- 11.9. HEADINGS. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- 11.10. EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and

delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.

- 11.11. COVENANT OF FURTHER ASSURANCES. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.
- 11.12. REMEDIES CUMULATIVE. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- 11.13. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.
- 11.14. COMPLIANCE WITH LAWS. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.
- 11.15. NO THIRD PARTY BENEFIT. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.
- 11.16. INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE. The parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other party, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.
- 11.17. APPLICABLE LAW. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of California, United States.
- 11.18. JURISDICTION AND VENUE. Any conflict, claim or dispute between Redflex and the Customer affecting, arising out of or relating to the subject matter of this Agreement shall be filed only in and litigated solely in the United States District Court for the District of California and both parties specifically agree to be bound by the exclusive jurisdiction and venue thereof.

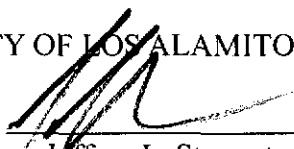
11.19. PREVAILING PARTY. In the event of any conflict, claim or dispute between Redflex and the Customer affecting, arising out of or relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all attorneys' fees, expert fees, and related costs. Attorneys' fees, expert fees, and related costs shall be assessed by a Court and not by a jury and shall be included in any judgment obtained by the prevailing party.

(The remainder of this page is left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

"Customer"

CITY OF LOS ALAMITOS

By: 

Name: Jeffrey L. Stewart

Title: City Manager

"Redflex"

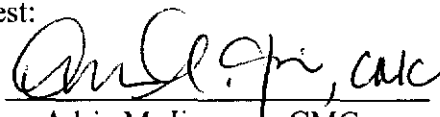
REDFLEX TRAFFIC SYSTEMS, INC.,

By: 

Name: KAREN FINLEY

Title: CEO

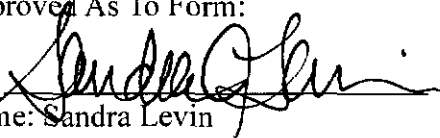
Attest:

By: 

Name: Adria M. Jimenez, CMC

Title: City Clerk

Approved As To Form:

By: 

Name: Sandra Levin

Title: City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

"Customer"

"Redflex"

CITY OF LOS ALAMITOS

REDFLEX TRAFFIC SYSTEMS, INC.,

By: _____
Name: Jeffrey L. Stewart
Title: City Manager

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: Adria M. Jimenez, CMC
Title: City Clerk

Approved As To Form:

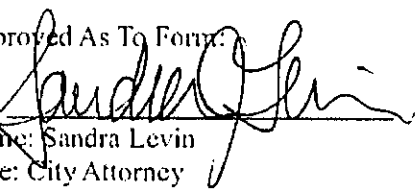
By: 
Name: Sandra Levin
Title: City Attorney

EXHIBIT "A"
Designated Intersection Approaches

The contract is for the implementation of up to 15 intersection approaches. Identification of enforced intersection approaches will be based on mutual agreement between Redflex and the City as warranted by community safety and traffic needs.

City may request in writing that Redflex upgrade the Red Light Cameras further as new technology is available during the term of this Agreement, when mutually agreed by Redflex and the City that the issuance rate would increase as a result of upgrades. The upgrade would be at no cost to the City and would occur within 90 days of the written request.

The City will make all reasonable efforts to provide a list of proposed intersections under consideration prior to formal project kick-off to the designated Redflex project manager.

EXHIBIT "B"
Construction and Installation Obligations

Timeframe for Installation: Fixed Traffic Camera Safety Improvement Program:

Redflex will have each specified approach installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex Traffic Systems and the Customer.

Redflex will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Redflex will use reasonable commercial efforts to install and activate the first specified intersection within sixty (60) days subsequent to formal project kick-off and receipt of the required customer approved program business rules. The Customer agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

In order to provide the Customer with timely completion of the Traffic Camera Safety Improvement Program, Redflex requires that the Customer assist with obtaining timely approval of permit requests. The Customer acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the Customer will provide engineering review(s) of Redflex permit requests and all documentation in a timely manner.

1. Redflex Obligations. Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex's sole expense):
 - 1.1. Appoint the Redflex Project Manager and a project implementation team;
 - 1.2. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from the city traffic engineer;
 - 1.3. Develop and submit to the Customer for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and
 - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with City permit applications.
 - 1.5. Finalize the acquisition of the Approvals;
 - 1.6. Assist the Customer in developing a public awareness strategy, which may include media and educational materials;
 - 1.7. Develop the Violation Criteria in consultation with the Customer;
 - 1.8. Develop the Enforcement Documentation for approval by the Customer, which approval shall not be unreasonably withheld;
 - 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches.
 - 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not

limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;

- 1.11. Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System;
- 1.12. Implement the use of the Redflex System at each of the Designated Intersection Approaches;
- 1.13. Deliver the Materials to the Customer; and
- 1.14. Citation processing and citation issuance/re-issuance for Authorized Violations;
- 1.15. Redflex shall provide training (i) for up to fifteen (15) personnel of the Customer, including but not limited to the persons who Customer shall appoint as Authorized Employees and other persons involved in the administration of the Program, (ii) for up to sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;

Interact with court and judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, and coordination between Redflex, the Customer and (WHERE APPLICABLE juvenile court personnel).

2. CUSTOMER OBLIGATIONS. The Customer shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Customer's sole expense):
 - 2.1.1. Appoint the Project Manager;
 - 2.1.2. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;
 - 2.1.3. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Traffic Camera Safety Improvement Program;
 - 2.1.4. Provide assistance to Redflex in obtaining access to the records data of the Department of Motor Vehicles in Redflex's capacity as an independent contractor to the Customer; and
 - 2.1.5. Assist Redflex in seeking the Approvals
 - 2.1.6. Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Traffic Camera Safety Improvement Program;
 - 2.1.7. Provide reasonable access to the personnel of the Customer and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;

- 2.1.8. Seek approval or amendment of Awareness Strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the Customer will require in order to implement the Awareness Strategy during the period commencing on the date on which Redflex begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
- 2.1.9. Assist Redflex in developing the Violation Criteria; and
- 2.1.10. Seek approval of the Enforcement Documentation.
- 2.1.11. The Customer shall provide on an agreed upon frequency, without cost to Redflex, reports regarding the prosecution of Citations, the collection of fines, fees and other monies and available collision data, in such format and for such periods as Redflex may reasonably request.
- 2.1.12. Yellow Light Timing Review: The Customer is solely responsible for ensuring and determining that the yellow or amber light phase timing at all photo and/or camera enforced intersections is in complete compliance with any and all local, state, municipal and/or federal rules, regulations, codes, laws, guidelines and/or minimum standards.
- 2.1.13. The Customer is responsible for providing on-going adequate electrical power in order to operate the systems.
The Customer will allow Redflex to use existing conduit space as available.
- 2.1.14. The Customer shall be responsible to provide and install LED traffic signal lights (yellow and red) at all photo and/or camera enforced intersections.
- 2.1.15. Customer is responsible for all computer hardware, web browsers and high speed Internet access necessary to operate the systems
- 2.1.16 The Customer shall be solely responsible to provide, fabricate, and install any and all required traffic, camera and/or photo enforcement signage.

EXHIBIT "C"

Maintenance

1. All repair and maintenance of the Traffic Camera Safety Improvement Program and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
2. Redflex shall not open the Traffic Signal Controller Boxes without a representative of city Traffic Engineering present.
3. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
4. Redflex may assign specific personnel to provide follow up assistance to the Customer in the form of the HELPDESK, a designated Customer Service Representative and a Director of Accounts.

EXHIBIT "D"
COMPENSATION & PRICING

PHOTO RED LIGHT CAMERAS:

Commencing on the execution of this agreement Customer shall be obligated to pay Redflex a fixed fee for each existing Designated Intersection Approach:

Tier 1: Fixed Fee of \$4500.00 per month as full remuneration for the continued services at the following approaches:

Katella Avenue / Los Alamitos Blvd – W/B
Katella Avenue / Los Alamitos Blvd – E/B
Katella Avenue / Bloomfield Street – W/B

Note: Where improvements to capture additional lanes are added to any of the above approaches, the Fixed Fee Price will be increased proportionally by mutual agreement between both parties.

Tier 2: New Approaches (Optional):

At the expiration of the Warning Period for each Designated Intersection Approach, Customer shall be obligated to pay Redflex a fixed fee of \$6700.00 per month for each Designated Intersection Approach ("Fixed Fee") as full remuneration for performing all of the services contemplated in this Agreement.

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex construction will be able to utilize existing conduit for installation where space is available. If it is determined that new conduit must be installed the cost of the installation of the same shall be borne by Redflex.
2. Each year, on the anniversary date of the contract, the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.
3. Customer agrees to pay Redflex within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid 60 days from date of invoice.
4. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of the Customer.
5. The on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the Customer
6. The Customer shall require any and all employees who may operate or occupy the Equipped Motor Vehicles to complete a mandatory training program to insure that (a) the Equipped Motor Vehicles are operated in a safe manner and (b) all warnings and instructions that accompany the Equipped Motor Vehicles are understood and heeded.
7. Customer shall be solely responsible for installing required signage. Customer shall be solely responsible for the fabrication of any signage, notices or other postings

required pursuant to any law, rule or regulation of any Governmental Authority ("Signage"), including but not limited to the Vehicle Code, and Customer shall assist in determining the placement of such Signage. Redflex shall submit signage design drawings to the appropriate local authority for approval. Any changes or modifications to signage requirements will be the responsibility of the Customer.

8. Required Credit Card fees will not be considered to be revenue received and are the responsibility of the violator.
9. Roadway/Intersection improvement projects: Customer shall reimburse Redflex the costs of replacing and/or modifying operational system approaches.
10. If a system is deactivated at the Customer's request due to roadway construction, the monthly fee will continue.
11. Relocation of cameras will be mutually agreed upon by the City of Los Alamitos and Redflex, and such relocation will be completed in a timely manner. The City will be liable for relocation costs. Monthly fees for those cameras relocated will continue as per the pricing prior to the relocation.
12. Contractor shall provide, at no cost to City, expert court testimony for use by City in prosecuting Violations. Such request must be made in writing with no less than fourteen (14) calendar day notification prior to court proceeding, when feasible and allowable. Otherwise, any request for testimony made in a reasonable manner and amount of time must be honored by Redflex. City will be provided with a local expert at no cost; however, should City warrant expert court testimony from Redflex Traffic Systems Arizona offices, after exhausting all other options, such expert shall be provided to City on a cost reimbursement basis. Such compensation is to include reasonable travel expenses only to appear at the venue for court testimony.

EXHIBIT "E"
Additional Rights and Obligations

Redflex and the Customer shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the Customer in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Traffic Camera Safety Improvement Program (actual print and production costs are the sole responsibility of the Customer).
2. The Customer shall not access the Redflex System or use the Traffic Camera Safety Improvement Program in any manner other than prescribe by law and which restricts or inhibits any other Person from using the Redflex System or the Traffic Camera Safety Improvement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Traffic Camera Safety Improvement Program, and the Customer shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Customer by means of hacking, password mining or any other method whatsoever, nor shall the Customer cause any other Person to do any of the foregoing.
3. The Customer shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Traffic Camera Safety Improvement Program.
4. Redflex and the Customer shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, Redflex and the Customer shall obey any and all such rules and regulations.
5. The Customer shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the Customer, or any of its employees, contractors or agents.

EXHIBIT "F"

Insurance

1. During the Term, Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:
 - Commercial General Liability Insurance. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, Two Million Dollars (\$2,000,000) Products-Completed Operations Aggregate and Two Million Dollars (\$2,000,000) General Aggregate;
 - Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned, non-owned and hired by Redflex;
 - Professional Liability (Errors and Omissions) Insurance. Redflex will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than Two Million Dollars (\$2,000,000) each and every claim and in the Aggregate; and
 - Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the Labor Code of the State of (insert name), and Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence.
2. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:
 - The Customer Parties shall be named as additional insureds with respect to the Commercial General Liability insurance; and
 - The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the Customer Parties in connection with this Agreement, and any insurance or *self-insurance* maintained by any of the Customer Parties shall be in excess, and not in contribution to, such insurance; and
 - Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Customer Parties, and such insurance policies shall state the such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.
3. With respect to the insurance described in the foregoing Section of this Exhibit E, if any of the Redflex Parties are notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide 30 days written notice thereof to the Customer and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Customer

of the date and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer shall have the right, but not the obligation and exercisable in its sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Customer for such insurance. If the premium costs advanced by the Customer for such insurance exceed any amounts due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Customer upon receipt of written notice thereof.

4. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Customer prior to Redflex commencing any work pursuant to the terms of this Agreement.

EXHIBIT "G"
FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent Form, dated _____, 2010, is entered into by and between the City of Los Alamitos (the "City") and Redflex Traffic Systems, Inc., ("Redflex"), with reference to the Agreement between the City of Los Alamitos and Redflex Traffic Systems, Inc. for a Traffic Camera Safety Improvement Program, dated as of _____, by and between the City and Redflex (the "Agreement").

1. Redflex has entered into a Credit Agreement, dated as of _____, 2009 ("the Credit Agreement"), with _____ ("the Creditor") pursuant to which the Creditor has provided certain working capital to Redflex. Such working capital is needed by Redflex to perform its obligations to the City under the Agreement.

2. Pursuant to the Credit Agreement, Redflex granted to the Creditor a security interest in all of Redflex's personal property relevant to and associated with the Agreement with the City as collateral for the payment and performance of Redflex's obligations to the Creditor under the Credit Agreement. Such security interest applies to and covers all of Redflex's contract rights, including, without limitation, all of Redflex's rights and interests under the Agreement.

3. Redflex shall not, by virtue of the Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Creditor has not assumed any liability or obligation of Redflex under the Agreement.

4. The City hereby acknowledges notice of, approves and consents, in full, to Redflex's grant of the aforementioned security interest in favor of the Creditor in all of Redflex's rights and interests under the Agreement pursuant to the Credit Agreement.

5. The City further acknowledges and agrees that this Acknowledgement and Consent Form shall be binding upon the City and shall inure to the benefit of the successors and permitted assigns of the Creditor, and to any replacement lenders, banks and/or financial institutions which refinance Redflex's obligations to the Creditor under the Credit Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and Redflex have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written. Approved as to form, content and legality:

The City: City of Los Alamitos By: _____ Name: _____ Title: _____	Redflex: REDFLEX TRAFFIC SYSTEMS, INC., a Delaware Corporation By: _____ Name: _____ Title: _____
--	--

(The remainder of this page is left intentionally blank)

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 16, 2021

TEM NUMBER: 11H

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

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

**Subject: Award of Bid for Cerritos Avenue Guardrail Improvements
Project (CIP No. 20/21-04)**

SUMMARY

On April 21, 2021 construction bids were publicly opened for the Cerritos Avenue Guardrail Improvements Project (CIP No. 20/21-04). A total of one bid was received with the total bid amount of \$48,560.00. Staff is recommending that the City Council award the bid and increase the budget for this emergency project.

RECOMMENDATIONS

1. Award construction for the Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04) in the amount of \$48,560 to Peterson-Chase General Engineering Construction, Inc.; and,
2. Authorize the Mayor to execute the contract with Peterson-Chase General Engineering Construction, Inc. for the project; and
3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the increased contingency reserve of \$4,856.00; and
4. Appropriate \$35,536.27 to the Cerritos Avenue Guardrail Repair account, Measure M – Fund 26- Line Item #26.570.5501.1621.

BACKGROUND

The City of Los Alamitos proposes to repair the damaged Cerritos Avenue Bridge that was hit with the resulting impact damaging the concrete support for the guard rail.

A vehicle damaged the concrete support and the attached guardrail during an accident. The City's Public Works went out to fortify the guardrail temporarily but the permanent

concrete bridge work requires special licensing limiting the amount of available contractors. One bid, submitted by Peterson-Chase Engineering Construction, Inc., was received and opened on April 21, 2021.

DISCUSSION

Based upon the importance of the project due to safety, staff is recommending proceeding with the repair project and accepting the bid. Staff is also recommending that Council authorize an increase of the budget for the project.

The following is an estimated timeline for the project:

- 08/16/21 Award of Contract
- 09/06/21 Start of construction
- 10/04/21 End of construction

FISCAL IMPACT

The estimated total project amount is broken down below.

\$48,560.00 – Bid from Peterson-Chase General Engineering Construction, Inc.

\$4,856.00 – (Added 10% Contingency for Construction)

\$14,400.00 – Design Cost of Project Plans and Specs

\$5,000.00 – Estimated Inspection Cost

Estimated Total Cost = \$72,816.00

 (37,279.73) Less Insurance Payout

 \$35,536.27 Funds Needed

The estimated total cost of the project is \$72,816.00. The City received an insurance payout of \$37,279.73. Deducting that amount from the estimated total cost comes to the amount of \$35,536.27. Staff is requesting this funding be appropriated from Measure M – Fund 26.

Submitted by: Chris Kelley, City Engineer

Reveiwed by: Ron Noda, Acting Deputy City Manager

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

- Attachments:*
1. *Articles of Agreement for CIP No. 20/21-04*
 2. *Bid Breakdown – CIP No. 20/21-04*
 3. *Bid and Specs for CIP No. 20/21-04*
 4. *Plans for CIP No. 20/21-04*

ARTICLES OF AGREEMENT

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

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS SPECIFICATION NO. CIP 20/21-04, (“AGREEMENT”) is made and entered into for the above-stated project this 16th of August, 2021, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and PETERSON-CHASE GENERAL ENGINEERING CONSTRUCTION INC., a California corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

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

ARTICLE II: Scope of Work

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

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

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

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Forty Eight Thousand, Five Hundred Sixty, and Zero Cents (\$48,560.00), unless specifically approved in advance and in writing by GENCY.

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

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

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

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

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights 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: Greg Chase

CITY OF LOS ALAMITOS

PETERSON-CHASE GENERAL ENGINEERING
CONSTRUCTION, INC.

3191 Katella Avenue

16351 Construction Circle West

Los Alamitos, CA 90720

Irvine, CA 92606

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:

Peterson-Chase General Engineering Construction, Inc.

Greg Chase, President
Contractor's License No. 615876

Subscribed and sworn to this _____ day of _____, 2021.

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Mark Chirco, Mayor
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Peterson-Chase General Engineering Construction Inc. as CONTRACTOR, a contract for the above-stated project;

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of Forty Eight Thousand, Five Hundred Sixty, and Zero Cents (\$48,560.00), which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 2021.

Contractor*

Greg Chase
Peterson-Chase General Engineering Construction, Inc.
16351 Construction Circle West
Irvine, CA 92606
(949) 252-0441
dick@petersonchase.com

Surety*

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

Subscribed and sworn to this ____ day of _____, 2021.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS that Peterson-Chase General Engineering Construction Inc., hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of Forty Eight Thousand, Five Hundred Sixty, and Zero Cents (\$48,560.00), 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: CERRITOS AVENUE GUARDRAIL IMPROVEMENTS SPECIFICATION NO. CIP 20/21-04, which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 2021.

Contractor*	Greg Chase, President Peterson-Chase General Engineering Construction, Inc. 16351 Construction Circle West Irvine, CA 92606 (949) 252-0441 dick@petersonchase.com	SURETY*.....
-------------	--	--------------

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

Subscribed and sworn to this ____ day of _____, 2021.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

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

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Peterson-Chase General Engineering Construction, Inc., as CONTRACTOR, a contract for the above-stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum Twenty Four Thousand, Two Hundred Eighty and Zero Cents (\$24,280.00), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2021.

Contractor*

Greg Chase, President
Peterson-Chase General Engineering Construction, Inc.
16351 Construction Circle West Irvine, CA 92606
Anaheim, CA 92806
(949) 252-0441

SURETY*

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

Subscribed and sworn to this day of....., 2021

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

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

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

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

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

Peterson-Chase General Engineering Construction, Inc.
(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

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

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: _____

Policy Number: _____

Effective Date: _____

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

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

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

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

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **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

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

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license 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
CERRITOS AVENUE GUARDRAIL IMPVOEMENTS
SPECIFICATION NO. CIP 20/21-04

BID OPENING: April 21, 2021 AT 11:00 AM

				Peterson-Chase General Engineering Construction, Inc.	
ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST
1	Mobilization	1	LS	2,700.00	\$2,700.00
2	Traffic Control	1	LS	10,500.00	\$10,500.00
3	Sawcut, Remove, and dispose of Existing Concrete per Plan	1	LS	3,000.00	\$3,000.00
4	Construct Join Seal (MR 1/2-inch)	6	LF	260.00	\$1,560.00
5	Construct Structural Concrete	1	CY	2,900.00	\$2,900.00
6	Remove, Furnish, and Install Rail Section with End Post and Base Plate	1	LS	11,500.00	\$11,500.00
7	Remove, Furnish, and Install Midwest Guardrail System per Caltrans Std Plan RSP A77L2 and A77N4	13	LF	1,000.00	\$13,000.00
8	Remove, Furnish, and Install Guardrail Post per Detail B and C	1	EA	1,000.00	\$1,000.00
9	Project Information Sign	1	EA	2,400.00	\$2,400.00
		TOTAL			\$48,560.00

PROJECT TOTAL

\$48,560.00

**CITY OF LOS ALAMITOS
CERRITOS AVENUE GUARDRAIL IMPVOEMENTS
SPECIFICATION NO. CIP 20/21-04**

BID OPENING: April 21, 2021 AT 11:00 AM

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

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

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

MARCH 2021

NOTICE TO THE BIDDERS:

1. Contract bid documents: \$15 at counter or \$25 if purchased by mail (Prepaid amount/non-refundable).
 2. Bid bond required – 10% of bid amount to be submitted with bid.
 3. Bids must be received by 11:00 a.m. on the 21st day of April, 2021
-

This page is intentionally left blank.



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

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

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

A handwritten signature in blue ink that reads "Fredrick E. Wickman". The signature is written in a cursive style with a horizontal line underneath the name.

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

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

This page is intentionally left blank.



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

SECTION

NOTICE INVITING SEALED BIDS.....	A
INSTRUCTIONS TO BIDDERS	B
PROPOSAL INFORMATION AND DOCUMENTS.....	C
CONTRACT INFORMATION AND DOCUMENTS.....	D
STANDARD SPECIFICATIONS	E
SPECIAL PROVISIONS.....	F
SPECIAL PROVISIONS – SIGNING, STRPING AND PAVEMENT MARKERS	G
STANDARD PLANS	APPENDIX – PART 1

This page is intentionally left blank.



SECTION A

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

NOTICE INVITING SEALED BIDS

This page is intentionally left blank.

NOTICE INVITING SEALED BIDS

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

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, **3191 Katella Avenue, Los Alamitos, CA 90720** up to the hour of 11:00 a.m., on the 21st day of April, 2021. The bids will be publicly opened and read at 11:00 a.m. on the 21st day of April, 2021 in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to repair the bridge rail and deck of the Cerritos Avenue bridges over Coyote Creek Channel. Existing curbs and private facilities will be protected in place within the limits of the project unless otherwise shown.

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

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

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

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

DO NOT OPEN WITH REGULAR MAIL”

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 11:00 a.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety

insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

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

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

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

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

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

If you have any questions, please submit them to Maria Enciso by email, MEnciso@cityoflosalamitos.org, or contact *Chris Kelley*, at (562) 431-3538 extension 110.

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

SECTION B

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

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

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

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

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

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

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

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

B1.07 ADDENDA

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

B1.08 BID PRICES

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

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

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

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

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

B1.09 TAXES

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

B1.10 RECOGNITION OF BONDING COMPANIES

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

B1.11 QUALIFICATION OF BIDDERS

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

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

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

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

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

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

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

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

B1.13 PROPOSAL GUARANTEE

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

B1.14 MODIFICATION OF PROPOSAL

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

B1.15 WITHDRAWAL OF PROPOSAL

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

B1.16 POSTPONEMENT OF BID OPENING

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

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

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

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

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

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

PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

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

BID PROPOSAL

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

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

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

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

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

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

BID SCHEDULE

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

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

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

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

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

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

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

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

BID SCHEDULE

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Sawcut, Remove, and Dispose of Existing Concrete per Plan	1	LS	\$	\$
4	Construct Joint Seal (MR ½-Inch)	6	LF	\$	\$
5	Construct Structural Concrete	1	CY	\$	\$
6	Remove, Furnish, and Install Rail Section with End Post and Base Plate	1	LS	\$	\$
7	Remove, Furnish, and Install Midwest Guardrail System per Caltrans Std Plan RSP A77L2 and A77N4	13	LF	\$	\$
8	Remove, Furnish, and Install Guardrail Post per Detail B and C	1	EA	\$	\$
9	Project Information Sign	1	EA		
Total					

Bid Schedule Total \$ _____

Bid Schedule Total (in words): _____

It is the City's intention to award the project to the lowest responsible bidder for Bid Schedule. 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.

(Company Name of Bidder)

(Date)

BID BOND

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

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this__ day of _____., 2021.

PRINCIPAL*

SURETY*

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

Subscribed and sworn to this_____ day of _____, 2021.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

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

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION

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

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ FAX: _____

E-mail: _____

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

License Expiration Date: _____

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

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

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

Prior Disqualification

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

Violations of Federal or State Law

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

Yes / No: _____ Federal / State: _____

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

Have the penalties been paid? Yes / No: _____

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

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

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

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

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

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

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

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

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

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

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

Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

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

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

SECTION D

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

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

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

ARTICLES OF AGREEMENT

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

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

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

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

ARTICLE II: Scope of Work

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

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

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

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

ARTICLE III: Compensation

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

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

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

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

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

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

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

CONTRACTOR:

Contractor’s Business Name

Contractor’s Sign Name, Title

Contractor’s License No. XXXXXX

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

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

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

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

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

Contractor*

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

Surety*

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

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

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

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

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

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

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

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

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

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

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

Contractor* Name, Title of Signer

SURETY*.....

Contractor's Business Name

.....

Mailing Street Address

.....

City, State, Zip Code

.....

Telephone #

.....

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

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

NOTARY PUBLIC.....(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

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

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

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

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

....., 20__.

Contractor*

Contractor's Signer's Name, Title

Contractor's Business Name

Mailing Street Address

City, State, Zip Code

Telephone #

SURETY*

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

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

NOTARY PUBLIC.....

.....(SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

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

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

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

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

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

By: _____
(Signature)
(Title)

Attest:
By: _____
(Signature)

(Title)

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

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

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

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

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

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

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

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

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

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

Public Contract Code § 20103.5:

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

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E

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

STANDARD SPECIFICATION

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

0-1 STANDARD SPECIFICATIONS

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

0-2 NUMBERING OF SECTIONS

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

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 TERMS AND DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which Los Alamitos City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-6 and 6-6.1; and (3) days determined to be non-working in accordance with Section 6-3 “Time of Completion”.

1-3.3 INSTITUTIONS

Add the following:

AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

Contract Agreement (in duplicate)
Faithful Performance Bond (in duplicate)

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

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

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

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

The City of Los Alamitos proposes to remove and replace the damaged sections of guardrail, bridge rail post, PCC bridge deck, and the rail section with end post.

2-2 PERMITS

Replace first paragraph with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, City of Long Beach, County, State, and Federal permits.

2-3 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents". Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

3-5 INSPECTION

Add the following:

The Agency shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The Contractor shall reimburse the Agency, at rates established by the Agency, for any additional inspection, including inspection on legal holidays.

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

The Contractor shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

The Contractor shall maintain clear access for bicycle and pedestrian traffic along the existing trail below the bridge structure during construction of the project. The trail shall be protected from debris from construction activities. Any debris that may fall on the trail shall be removed immediately and disposed of in the manner required herein.

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

Add the following to Subsection 3-12.6:

3-12.6.1 General

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

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

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Contractor shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the *California Storm Water Best Management Practices Handbook* dated January 2015, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/>. The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per the Agency's Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the Agency's rainy season shall include but not be limited to those appropriate for wet weather conditions.

3-12.6.5 PAYMENT

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

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

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

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

Add the following subsection to Subsection 3-13:

3-13.4 General Guaranty

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

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

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

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

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

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

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

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5-4.2 GENERAL LIABILITY INSURANCE

Replace Section 5-4.2 with the following:

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

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

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

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

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

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

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

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

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

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

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

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

5-4.3 WORKERS' COMPENSATION INSURANCE

Replace Section 5-4.3 with the following:

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

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

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

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

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

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

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

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

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

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

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

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

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

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

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

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

5-7 SAFETY

Add the following:

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

Add the following Section 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

Work specified in this section includes providing all materials and performing all operations to fabricate, install, modify and/or relocate Project Information Signs, and as specified in these Special Provisions.

Submit a shop drawings for all sign panels, and the Manufacturer's data for the Sign Panels.

MATERIALS

A. Project Information Signs shall be constructed per Caltrans specifications for aluminum single sheet and laminated panel signs.

B. Sign Posts shall be constructed of wood and shall conform to the provisions of section 56-2.02B, Caltrans.

C. Mounting Hardware shall be furnished by the Contractor and shall conform to the provisions of section 56-2.02D, Caltrans.

D. To properly provide for changing traffic conditions, the Contractor shall be prepared to furnish or short notice (within 48 hours) additional sign panels, posts and mounting hardware. The Contractor shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

INSTALLATION

A. For this contract, **One (1) Project Information shall be installed**, relocated or modified as directed by the City Engineer and shall conform to the provisions of sections 56-2.03, and 56-2.04, Caltrans.

B. All signs shall have breakaway features as detailed in Standard Plan RS2, "Roadside Sign Details," Caltrans.

C. Signs to be removed and/or relocated as directed by the City Engineer shall be installed at the new location on the same day said sign is removed from its previous location.

D. The location of each sign shall be as directed by the City Engineer or his designee.

Project information sign should be installed in a way to have bottom of sign at least 7 feet above the ground.

The project information signs shall be erected five (5) working days prior to the start of work.

The sign shall show the project name, funding source, and City logo. The sign shall list the names of the City Manager, City Council, Director of Development Services, and City Engineer. Contractor shall submit a mock-up to the City for review prior to manufacturing sign. The Contractor shall revise all misspellings and any other corrections on the sign at no extra cost to the City.

Upon completion of the project, City shall keep all of the Project Information Signs.

Measurement and payment for **Project Information Sign** shall be at the unit bid price per **each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of these items and no additional compensation will be allowed therefore.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

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

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsections:

6-3.3 WORKING DAY

Add the following:

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL

NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Replace Section 6-4.4 with the following:

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

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

6-9 LIQUIDATED DAMAGES

Replace Section 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

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

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 402-5.

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 402-5. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-10 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-10 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-11 or other duties required by the Contract Documents.

6-10.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency's staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the Contractor's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the Agency's final decision.

6-10.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-11 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-11 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-11 shall not supersede the specific notice and protest requirements of Subsection 2-9 "Changed Conditions" and Subsection 6-3.2 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-11 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

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

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

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

7-3.3 DELIVERED MATERIALS

Replace Section 7-3.3 with the following:

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

7-3.4 Mobilization

Replace Section 7-3.4 with the following:

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

Contractor shall provide traffic control per California Temporary Traffic Control Handbook.

Contractor must maintain access for visitors to the properties. One driveway must always remain open and accessible. The cost for traffic control shall will be paid per a separate lump sum bid item.

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

of work. 80% of the bid price for Mobilization will be disbursed at completion of Mobilization and 20% will be disbursed at completion of Demobilization.

SECTION F

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

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General.

Add the following:

The same brand, type, and source of cement and aggregate shall be used for all portland cement concrete.

Fly ash shall not be used.

201-1.2 Materials.

201-1.2.4 Chemical Admixtures.

Add the following:

1. Retarding Densifier. The material shall be of the hydroxylated carboxylic acid type in liquid form and shall not entrain air or cause foaming. The retarding densifier shall be used in strict compliance with the printed recommendations of the manufacturer. There shall be no reduction in the cement content of the concrete mix because of the addition of the retarding densifier.

The admixture shall be such that its addition to the concrete mix will:

- a. Decrease drying shrinkage;
- b. Increase compressive strength for all concrete strength for all concrete ages from 3 days to 1 year;
- c. Increase flexural strengths, modulus of elasticity and abrasion resistance;
- d. Increase the slump and placement workability;
- e. Retard the initial set and increase the density; and
- f. Shall contain no calcium or tri-ethanolamine.

At the discretion of the Engineer, the Contractor may be required to submit proof that the admixture he proposed to use meets the foregoing requirements. Such proof shall be in the form of comparative tests of plain and admixture containing mixes performed by an acceptable local laboratory with testing based on use of the project materials and in accordance with the requirements of ASTM C 157. An approved admixture conforming to these requirements is plastiment retarding densifier in liquid form.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General.

Add the following:

Contractor shall submit materials to Engineer for approval.

201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant).

Replace the first paragraph with the following:

Type A Sealant shall be two component silicone sealant and shall be furnished and placed in accordance with Specifications for "Two Component, Machine Mixed, Type A Sealant" (State Specification 8030-61J-01). Submit two samples to the Engineer for approval.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds

201-4.1.1 General.

Add the following:

Concrete curing compound shall be Type 1-D.

Add the following Section 218 Concrete and Masonry Structures:

SECTION 218 – CONCRETE AND MASONRY STRUCTURES

218-1 EPOXY ADHESIVE FOR BONDING FRESHLY MIXED CONCRETE TO HARDENED CONCRETE

Epoxy Adhesive for Bonding Freshly Mixed Concrete to Hardened Concrete Epoxy adhesive for bonding freshly mixed concrete to hardened concrete must comply with ASTM C881/C881M, Type V, Grade 2, Class B or C.

Use Class B whenever the surface temperature is from 40 to 60 degrees F or if a faster cure is required. Use Class C whenever the surface temperature is above 60 degrees F.

218-2 MORTAR

Mortar must contain only enough water to allow placing and packing. Mortar must have:

- 1 part by volume of cement
- 3 parts by volume of clean sand

218-3 RAIL SECTION

Structural shapes, plates, bars, and bolts must comply with section 55-1.02 of the State Standard Specifications. Structural tubing steel must comply with ASTM A500/A500M or A501.

Workmanship for steel components and hardware must be equivalent to good commercial practice. Edges, bolt holes, and surfaces must be free of torn metal, burrs, sharp edges, and protrusions.

Fabricate the metal work in the shop. Do not punch, cut, or weld in the field.

218-4 ANCHOR BOLTS

Anchor bolts must comply with ASTM A307.

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-3 STRUCTURE EXCAVATION AND BACKFILL

300-1.1 General.

Add the following:

Bid items containing removal of portions of bridge or rail shall include removing and disposing of all damaged portions of the bridge within the project area.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES

303-1.1 General.

Add the following:

When a roughened concrete surface is shown on the plans, the existing concrete surface shall be roughened to a full amplitude of approximately 1/4 inch by abrasive blasting, water blasting, or mechanical equipment.

303-1.3 Forms.

Add the following:

All formwork shall be overhung from the Coyote Creek Bridge. No supports shall be placed on the Coyote Creek Bike Path or the Coyote Creek Channel. Adequate vertical clearance shall be maintained on the bike path.

303-1.12 Payment.

Add the following:

Measurement and payment for concrete surface preparation shall be included in the price bid for Construct Structural Concrete and no additional payment shall be allowed therefor.

Measurement and payment for Epoxy Adhesive for Bonding Freshly Mixed Concrete to Hardened Concrete shall be included in the price bid for Construct Structural Concrete and no additional payment shall be allowed therefor.

Payment for all formwork is included in the price paid for Construct Structural Concrete and no separate payment will be allowed.

Add the following Subsection 303-1.13:

303-1.13 Mortar

Clean concrete areas to be in contact with mortar of loose or foreign material that would prevent bonding between the mortar and the concrete surfaces. Flush the concrete areas

with water and allow them to dry to a surface-dry condition immediately before placing the mortar.

Do not load mortar until 72 hours after placement unless authorized.

303-1.13.1 Measurement and Payment

Measurement and payment for installing mortar shall be included in the price bid for Remove, Furnish, and Install Rail Section with End Post and Base Plate and no additional payment shall be allowed therefor.

SECTION 304 – METAL FABRICATON AND CONSTRUCTION

304-1 STRUCTURAL STEEL

304-1.7 Bearings and Anchorage

Add the following:

Measurement and payment for installing anchor bolts shall be included in the price bid for Remove, Furnish, and Install Rail Section with End Post and Base Plate and no additional payment shall be allowed therefor.

Measurement and payment for installing base plate shall be included in the price bid for Remove, Furnish, and Install Rail Section with End Post and Base Plate and no additional payment shall be allowed therefor.

304-2 METAL HAND RAILINGS.

304-2.1 General.

Add the following:

Replacement of rail section and rail end post shall be in accordance with Caltrans Standard Specification, Section 83-11, Existing Railings and Barriers.

304-2.4 Measurement and Payment

Add the following:

Measurement and payment for Remove, Furnish, and Install Rail Section with End Post and Base Plate shall be at the contract unit price bid per lump sum, as shown on the Bid Schedule, and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including rail, end post, base plate, mortar, anchor bolts, and replacement of guard chains between rail section end post and guardrail end post to accomplish the work as specified herein, and no additional compensation will be allowed therefor.

PART 4 – EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION

401-1 GENERAL

Replace the second paragraph with the following:

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

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

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

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

400-3 PAYMENT

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

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

SECTION 401 – REMOVAL

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

401-3.1 Concrete Pavement.

Replace this section with the following:

Concrete bridge deck shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of 1 inch. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat straight lines for the purpose of removing the damaged pavement areas.

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

Replace this section with the following:

Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1 inch. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

402 UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

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

Construction Contractor shall contact all utility companies (e.g. gas company, electric company, telephone company, cable company, water company, and refuse collectors) at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

Additionally, the Contractor shall also notify local entities of his/her schedule fourteen (14) days prior to commencing work, including, local law enforcement agencies, the Post Office, Public Schools, and Bus Companies.

No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number.

402-1.1.2 ACCURACY OF UTILITIES INFORMATION

The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The Contractor shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the Contractor shall make repairs under the provisions for changes and extra work contained in **SECTION 3 – CONTROL OF THE WORK** of the SSPWC Standard Specification.

402-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 402-2:

“if located in accordance with 402-1”.

402-4 RELOCATION

Replace the second sentence of the fourth paragraph with the following:

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction.

402-5 DELAYS DUE TO UTILITY CONFLICTS

Delete the last paragraph of this section.

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

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

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

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

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

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

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

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

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

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

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

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

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

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

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

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

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

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

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

601-1.3 Measurement and Payment.

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

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

PART 9 – GUARDRAIL CONSTRUCTION METHODS

SECTION 901 – GUARDRAIL CONSTRUCTION METHODS

901-1 General.

Work performed under this section shall be done in accordance with Caltrans Standard Plan A77L2, A77S1, A77N4 and Standard Specification section 83, "Railings and Barriers".

901-2 Scope.

The scope of work under this section includes but is not limited to the removal of the existing damaged or conflicting metal beam guardrail and construction of Midwest Guardrail system.

The exposed bolt threads on guardrail beyond the nut that are more than 0.5 inch must be cut off.

901-2 Payment.

Payment for **Remove, Furnish and Install Midwest Guardrail System per Caltrans Standard Plan RSP A77L2 and A77N4** shall be at the contract unit price bid per linear foot, as shown on the Bid Schedule, and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, to accomplish the work as specified herein, and no additional compensation will be allowed therefor.

Payment for **Remove, Furnish and Install Guardrail Post per Detail B and C** shall be at the contract unit price bid per each, as shown on the Bid Schedule, and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including replacement of anchor bolts, and no additional compensation will be allowed therefor.

APPENDIX – PART 1

Standard Plans

UTILITY CONTACTS:

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

ABBREVIATIONS

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

AGENCIES TO BE NOTIFIED:

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

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

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

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

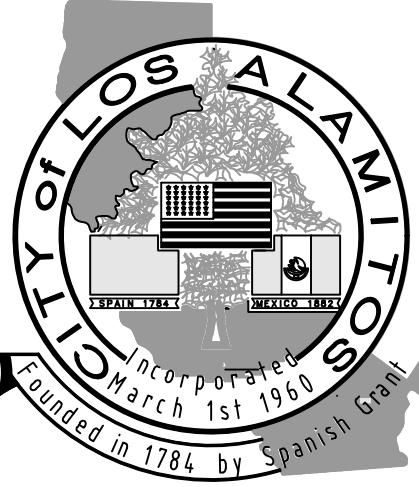
5. ROSSMOOR/LOS ALAMITOS
AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
6. LOS ALAMITOS UNIFIED SCHOOL
DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700

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

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

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

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

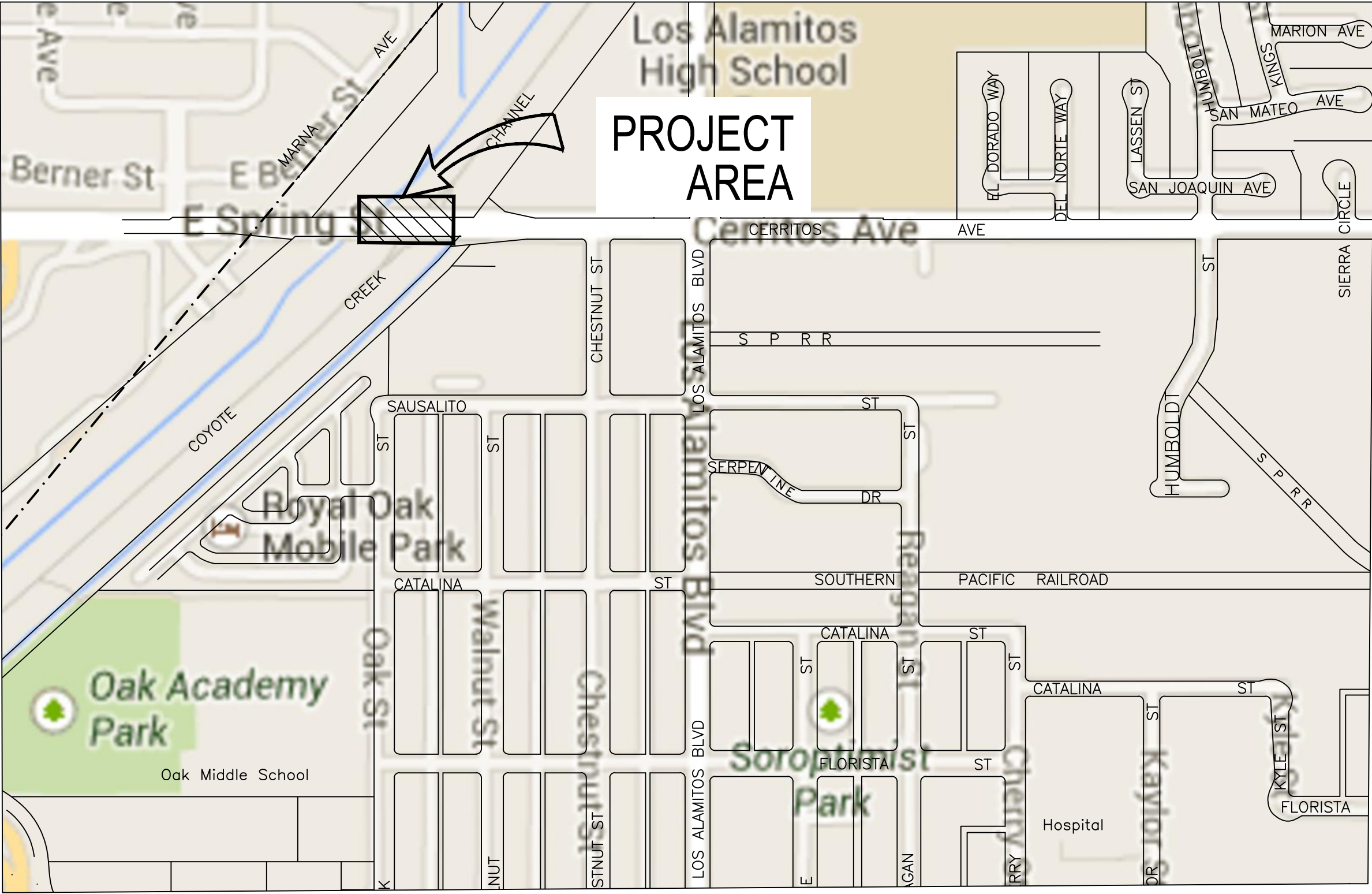


CITY OF LOS ALAMITOS

DEVELOPMENT SERVICES DEPARTMENT

LOS ALAMITOS
GUARDRAIL IMPROVEMENTS

CERRITOS AVE
CIP 20/21-04



VICINITY MAP

SCALE : N.T.S.

SHEET SCHEDULE

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2	GUARDRAIL IMPROVEMENT - PLAN
3	BRIDGE RAIL IMPROVEMENTS - DETAILS

GENERAL NOTES:

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



Know what's below.
Call before you dig.

REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

APP'VD



DRAWN BY BR
CHECKED BY FW,GG
DESIGNED BY BR,GG

APPROVED
City Engineer

DATE

3/23/2021
3/23/2021
3/23/2021

Date

CITY OF LOS ALAMITOS
PUBLIC SERVICES DEPARTMENT

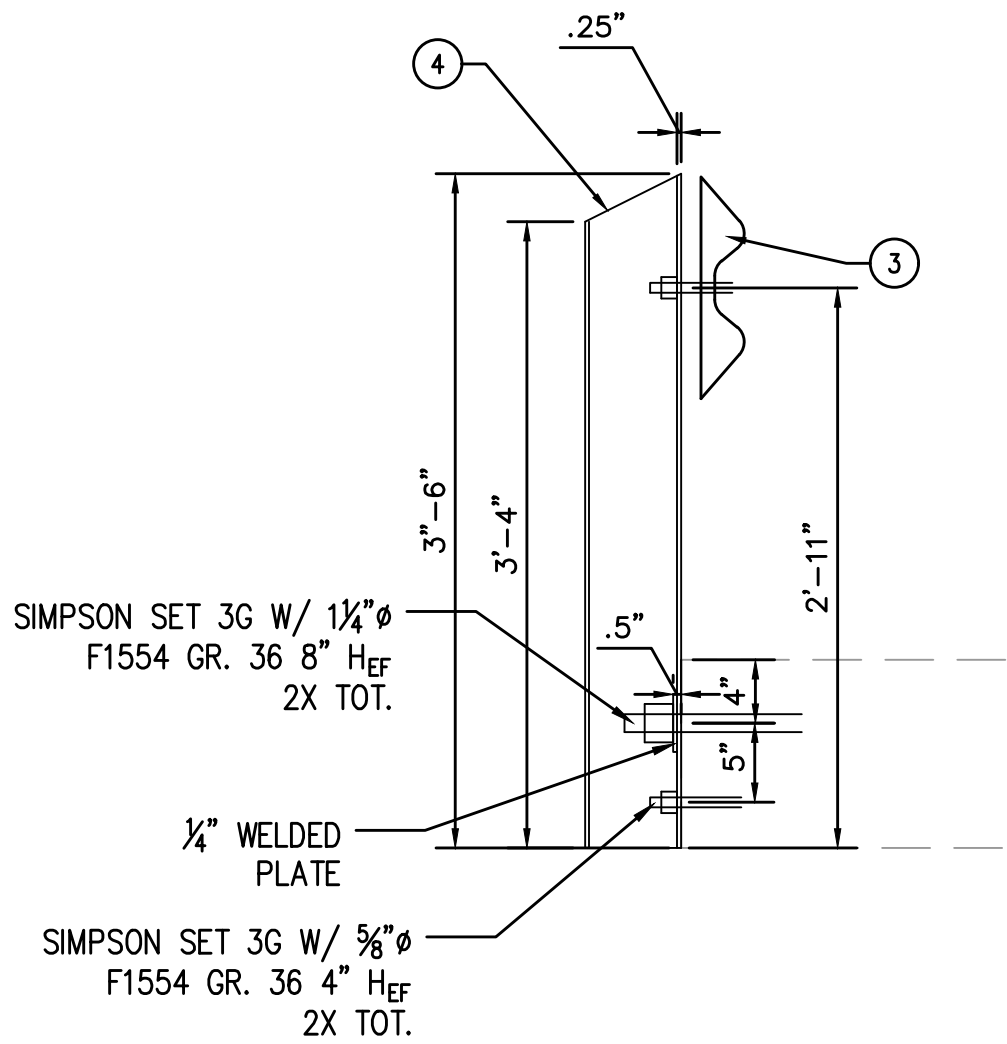
TITLE SHEET

NOTE:

1. POST POSITION MAY BE ADJUSTED TO AVOID CONFLICT WITH EXISTING BRIDGE REBAR
2. CONTRACTOR MUST TAKE NECESSARY PRECAUTION TO AVOID CONFLICTS WITH EXISTING BRIDGE REBAR
3. SEE SHEET 3 FOR BRIDGE REPAIR DETAILS

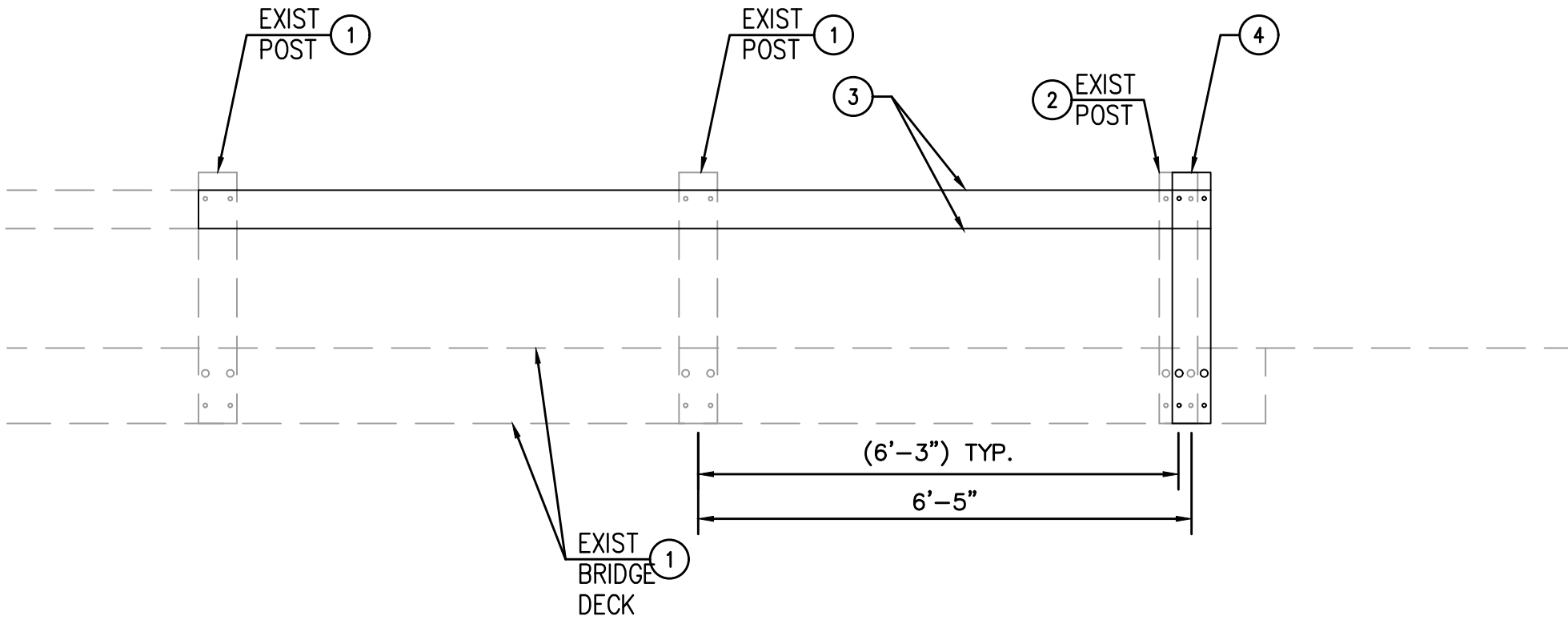
CONSTRUCTION NOTES:

- ① PROTECT
- ② REMOVE
- ③ REMOVE AND INSTALL EXISTING GUARDRAIL IN KIND
- ④ REMOVE AND INSTALL GUARDRAIL POST IN KIND PER DETAIL-B & C HEREON
- ⑤ RESET METAL CHAINS BETWEEN BRIDGE RAIL AND GUARD RAIL POST PER DETAIL A



POST CONSTRUCTION DETAIL-B

NTS



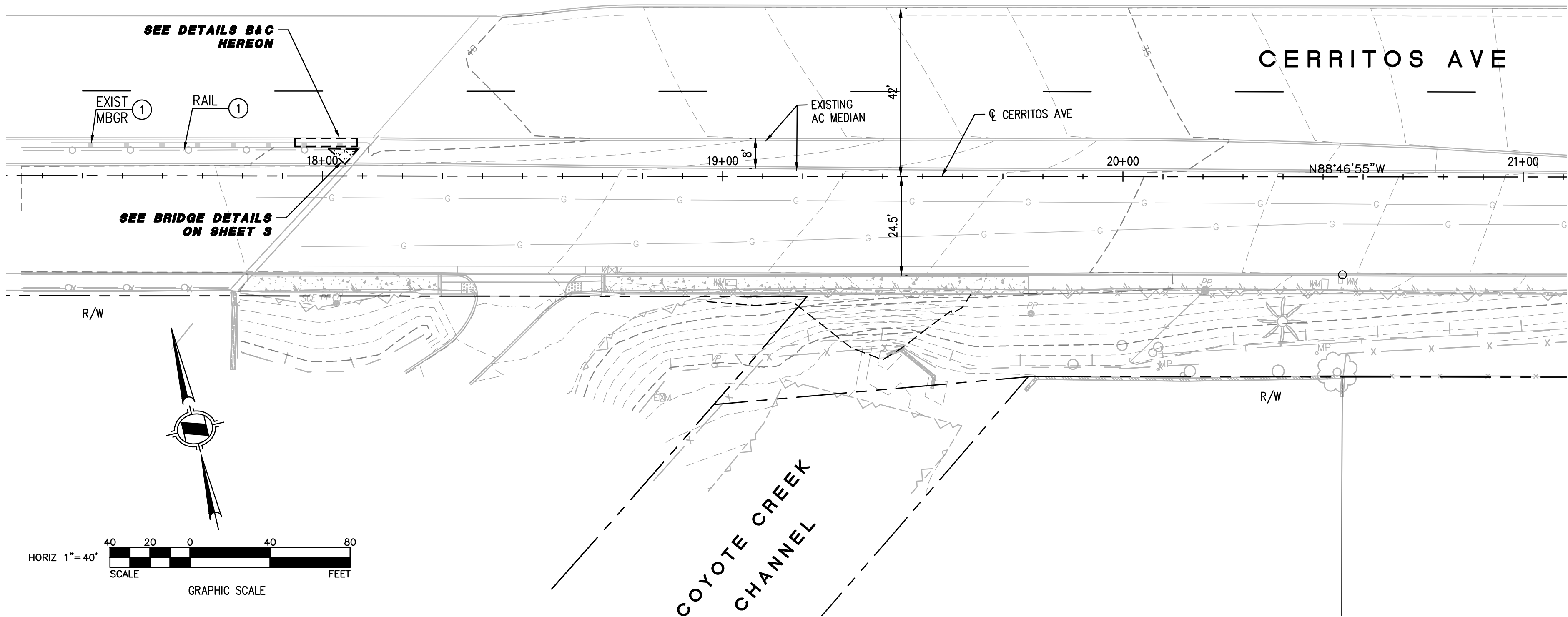
POST POSITION DETAIL-C

NTS



DETAIL-A

NTS

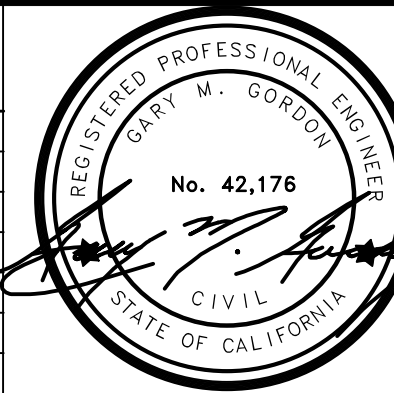


REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APPV'D



DRAWN BY	BR
CHECKED BY	FW,GG
DESIGNED BY	BR,GG

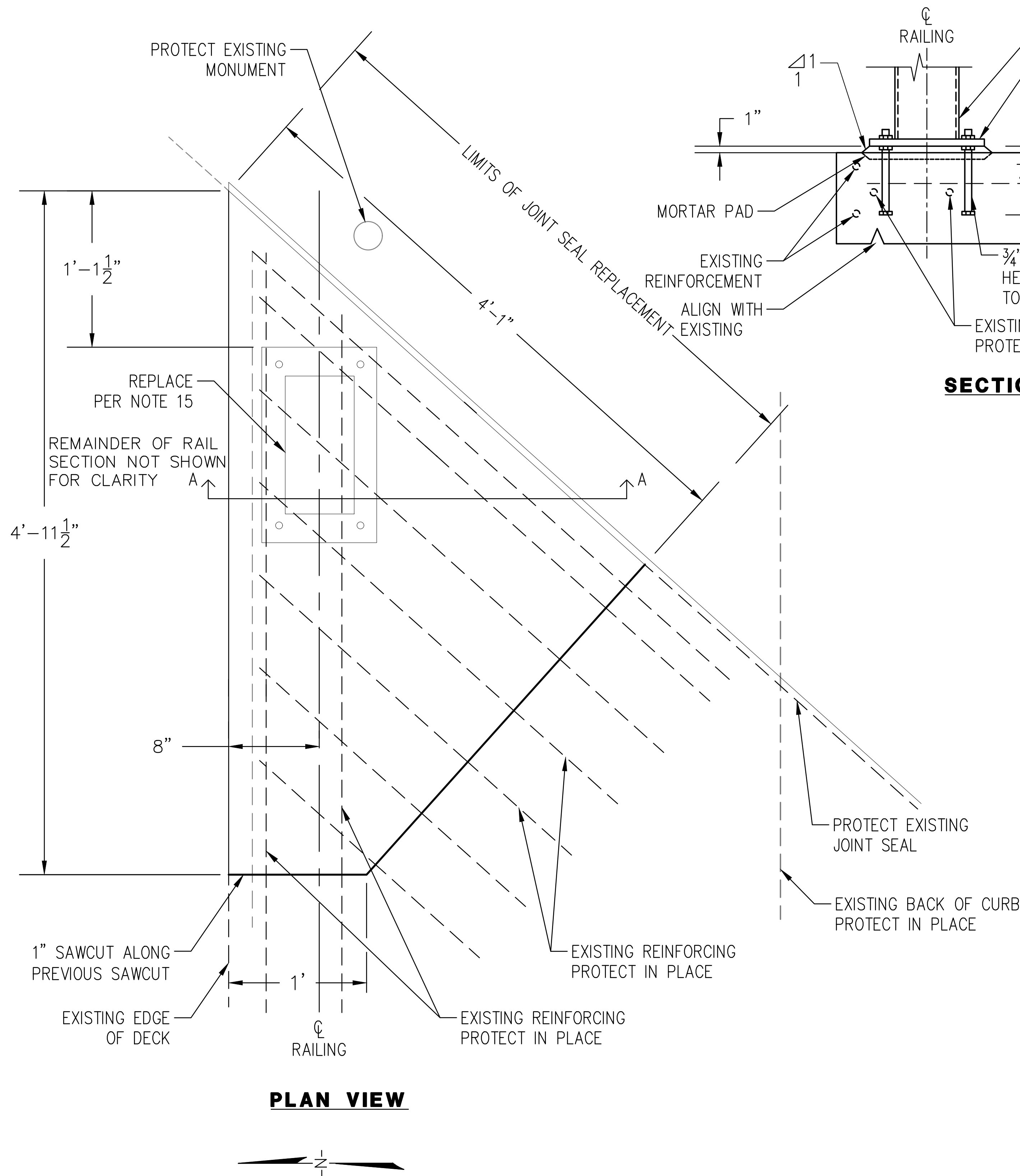
APPROVED	Date
City Engineer	

DATE

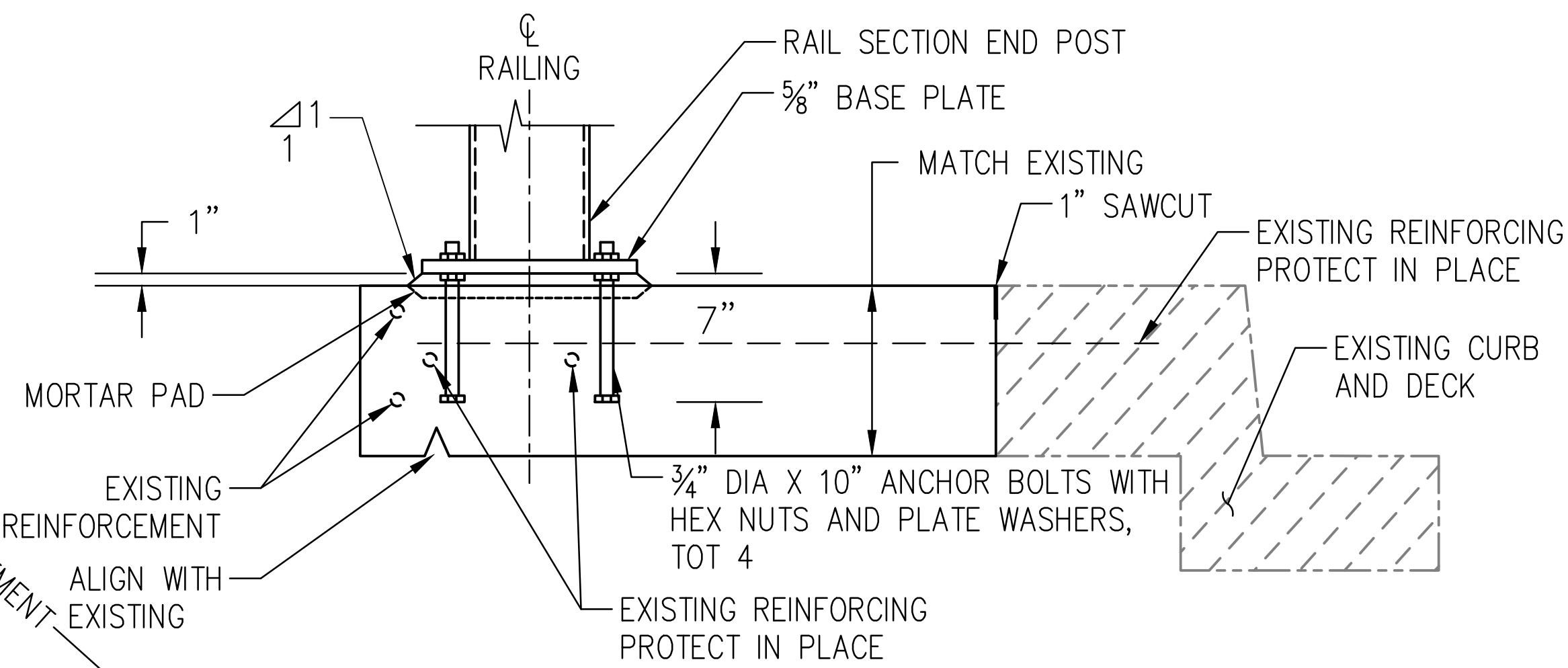
3/24/2021
3/24/2021
3/24/2021

CITY OF LOS ALAMITOS
PUBLIC SERVICES DEPARTMENT

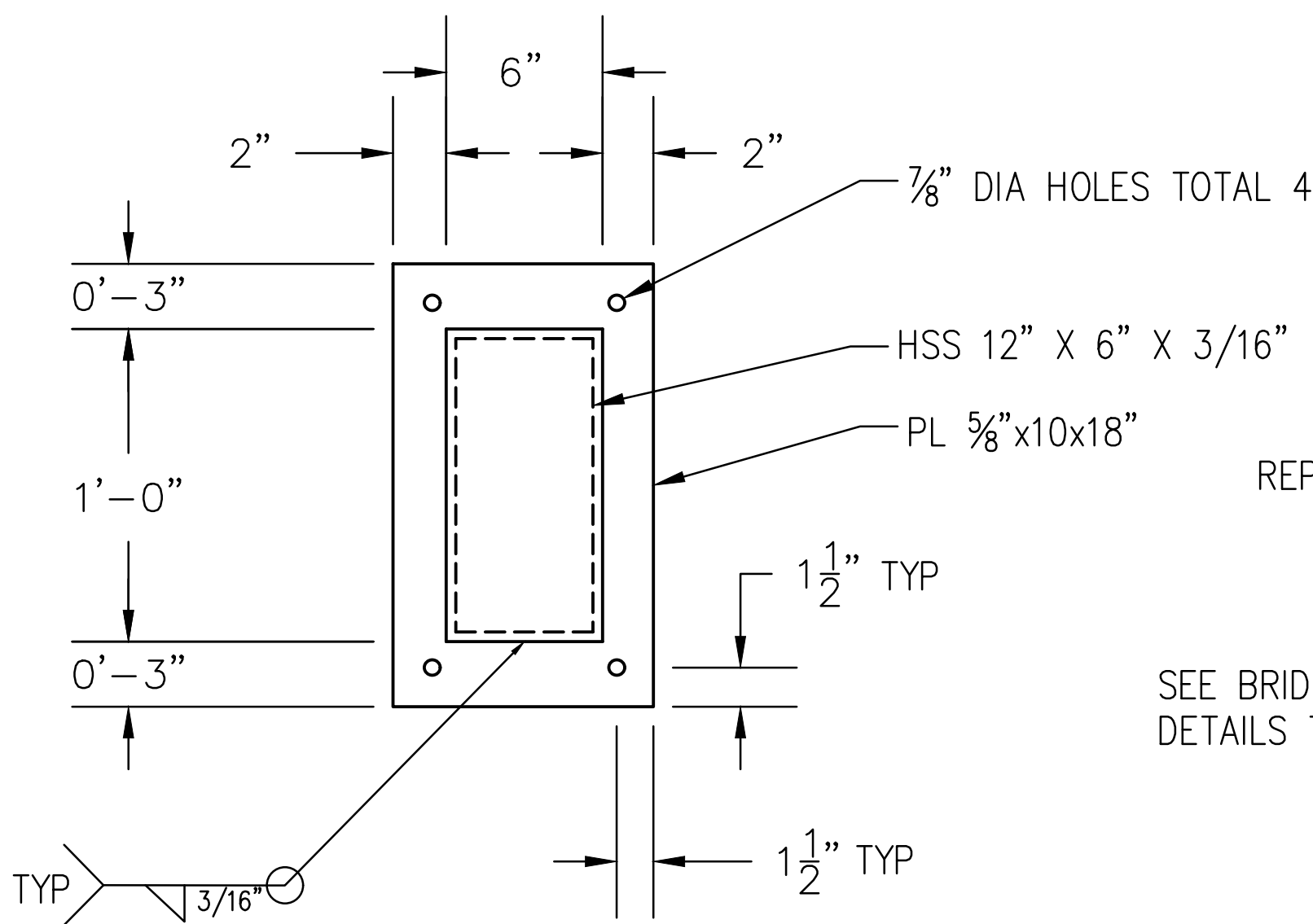
GUARDRAIL IMPROVEMENTS
GUARDRAIL IMPROVEMENT PLAN



PLAN VIEW



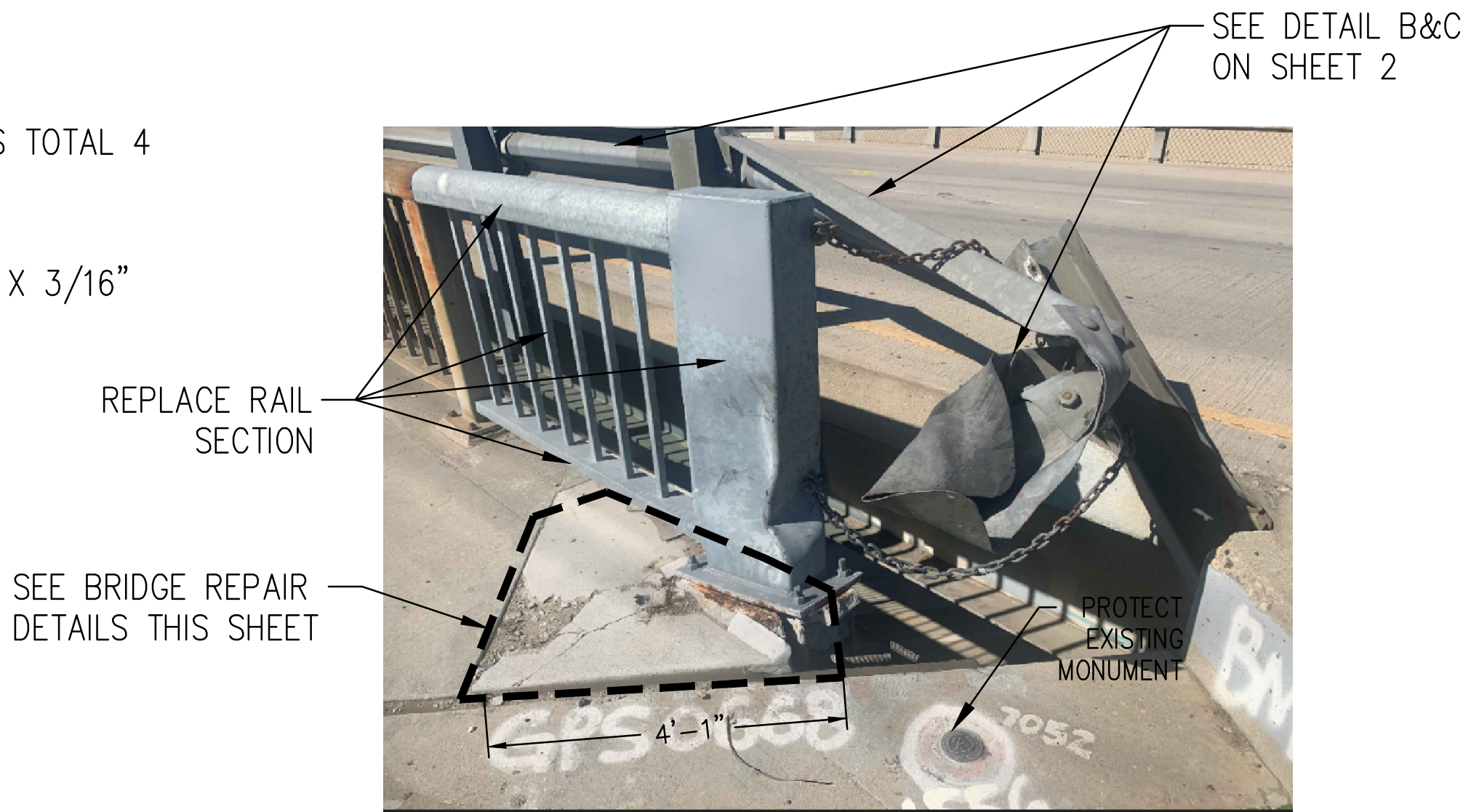
SECTION A-A



BASE PLATE DETAIL

NOTES

1. $f'_c = 3,600$ PSI
2. $f_y = 60$ KSI (REINFORCING STEEL)
3. $f_y = 36$ KSI (STEEL ANCHOR PLATE, POST AND PICKETS)
4. ASTM A307 3/4" HEADED ANCHOR BOLTS
5. SAWCUT EXISTING CONCRETE TO A DEPTH OF 1-INCH
6. REMOVE EXISTING CONCRETE, PRESERVING AND STRAIGHTENING EXISTING REBAR
7. BRIDGE PORTION REMOVAL MUST BE IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATION, SECTION 60-2.02, BRIDGE REMOVAL.
8. EXPOSE AGGREGATE AT EXISTING CONCRETE FACE
9. SAND BLAST EXISTING REINFORCEMENT
10. FORM REPLACEMENT CONCRETE
11. EPOXY FACE OF ROUGHENED CONCRETE
12. SET TEMPLATE FOR RAILING POST BOLTS
13. PLACE NEW CONCRETE IMMEDIATELY AFTER EPOXY OF ROUGHENED CONCRETE
14. CONTRACTOR SHALL FIELD VERIFY ALL CONTROLLING DIMENSIONS PRIOR TO ORDERING OR FABRICATING ANY MATERIALS
15. INSTALL REPLACEMENT RAIL SECTION TO MATCH EXISTING IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATION, SECTION 83-11, EXISTING RAILINGS AND BARRIERS



BRIDGE REPAIR DETAILS

SCALE: 2"=1'-0"



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APPV'D	



WILLDAN Engineering		DATE
DRAWN BY	BR	3/23/2021
CHECKED BY	FW,GG	3/23/2021
DESIGNED BY	BR,GG	3/23/2021
APPROVED		Date
City Engineer		

CITY OF LOS ALAMITOS	
PUBLIC SERVICES DEPARTMENT	
BRIDGE RAIL IMPROVEMENTS	
DETAILS	

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 16, 2021

ITEM NUMBER: 11A

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

**Presented By: Police Chief Eric R. Nuñez
Captain Wayne Byerley, Support Services**

**Subject: Lease of Twelve Automated License Plate Reader (ALPR)
Cameras for a One Year Pilot Program**

SUMMARY

Since 2019, the City of Los Alamitos has seen a significant increase in property crimes including catalytic converter and auto thefts. As a result, the Los Alamitos Police Department began looking at ways to improve its technology based investigative capabilities via an ALPR program.

RECOMMENDATIONS

1. Enter into a one-year agreement with Flock Safety to lease twelve ALPRs for a cost of \$33,000; and,
2. Station ALPRs at various entry and exit points in the City of Los Alamitos; and,
3. Direct the Police Department to evaluate the effectiveness of the program after one year and report findings and recommendations back to the Mayor and City Council.

BACKGROUND

ALPR technology has significantly improved over the past several years. License plate information and vehicle specific data collected, when mined for investigative purposes, has proven invaluable when attempting to identify suspects, witnesses, vehicles associated with AMBER and SILVER Alerts, missing persons, and the efficient monitoring of registered sex offenders. ALPR's also enhance productivity and improve officer safety. Several local police agencies utilizing ALPR's have reported their use has proven to be an invaluable resource.

ALPR's are incredibly effective considering vehicle information (partial or full license plate, make, model, color, etc.) is captured and processed within seconds. Officers are

immediately notified if the vehicle information matches our predetermined criteria such as stolen or other potential applications previously noted. Officers would receive these alerts via their Department issued iPhones or on their in-car computer terminals. West-Comm Dispatch could also receive notifications and alert our Officers via radio.

Flock Safety presented staff with a best-practice plan to deploy ALPR's in the City, provide Officers with access to their proprietary data collection, secure storage, and data mining technologies; offer training and customer support, warranty all products; all as part of a one year no obligation lease agreement.

All Flock ALPR's operate standalone and are solar powered, unlike other ALPR systems that require a wired connection for power and data transfer. This combined with their ALPR multi-lane coverage capabilities and proprietary machine learning models, we concluded Flock Safety qualifies as a sole-source provider.

DISCUSSION

Some distinguishing features of the Flock Safety product is that they charge a flat rate of \$2500 annually per camera. Each camera can easily mount to existing infrastructure. Flock Safety includes poles as needed for ALPR's that cannot be mounted to existing stanchions. Flock Safety ALPR's blend well with existing signage and are environmentally friendly.

Flock Safety ALPR's operate on a 100% cloud-based Criminal Justice Information Services (CJIS compliant) platform, thus removing the need for costly in-house servers. The Flock Safety lease takes the burden of equipment maintenance and upgrades from the City, thus resulting in no additional work for our personnel or unforeseen costs.

Flock Safety ALPR's are utilized by over 600 law enforcement agencies across the nation. Flock ALPR's are deployed by local law enforcement in Huntington Beach, Fullerton, Stanton, Placentia, and Lake Forest. All of these agencies reported great success with Flock, with each noting ease of use for officers, timely and effective suspect vehicle alerts, and prompt and responsive support from Flock. All agencies report they are adding additional ALPR's to their current programs.

ALPR data will be managed in accordance with current law and Department policy. Ultimately, the Support Services Captain will maintain administrative rights to ensure access to data is within policy, as well as all applicable laws regarding audits and data management are strictly followed.

Approval and implementation of this pilot program will serve as a force multiplier, giving our Officers and Detectives a modern technologically proven and sound tool to effectively combat crime. The ability to confirm vehicle information, paired with date, time and location information, is an invaluable investigative tool regardless of the nexus to the case being investigated. The City of Los Alamitos is also home to the Joint Forces Training Base. Like all military bases, the police department having jurisdiction must remain hyper-vigilant in patrols and utilize all resources to protect these high-profile facilities.

ALPR's will bolster our efforts to provide base security allowing Officer's to get real-time notifications on suspicious vehicles in the area. Use of ALPR's is a law enforcement best-practice.

FISCAL IMPACT

Each ALPR camera cost \$2,500 annually. There is a one-time implementation fee of \$250 per ALPR camera. The total cost of the pilot program is \$33,000. Funding will be from Special Revenue Fund 51, Police Capital, account 51-525-5420.

Submitted by: Eric R. Nuñez, Chief of Police

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

Attachments: 1. Professional Services Agreement with Flock

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: City of Los Alamitos	Contact Name: Wayne Byerley
Address: 3191 Katella Ave Los Alamitos, CA. 90720	Phone: 714-336-5533 E-Mail: wbyerley@cityoflosalamitos.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 Months Renewal Term: 12 Months	Billing Term: Annual payment due Net 30 per terms and conditions
--	--

Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera	\$2,500.00	12	\$30,000.00
Implementation Fee (Public)	\$250.00	12	\$3,000.00

Year 1 Total **\$33,000.00**

flock safety

Recurring Total: 30000

Special terms:

- ◆ None

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: Name: Title:_ Date:	By: Name: Title:_ Date:

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

flock safety

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, except as otherwise required by law, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the FlockSystem on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1. “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.
- 1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.
- 1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.
- 1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.
- 1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
- 1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

flock safety

1.7 “**Hardware**” shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 “**Flock Services or Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

1.13 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 “**Support Services**” shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services makes available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. **WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE.** To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

flock safety

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location and positioning of each Unit, Agency will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations

flock safety

and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of cameramounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work, the “**Agency Installation Obligations**” include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance

flock safety

services (“*On-Site Services*”) in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety’s products or services to its customers, (b) the competitive strength of, or market for, Flock Safety’s products or services, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. Although Flock has no obligation to monitor Agency’s use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform

flock safety

hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process including without limitation responding to requests for records in accordance with the California Public Records Act, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain – at the Disclosing Party's sole cost and expense – a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search

flock safety

access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the “**Initial Fees**”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

5.4 No-Fee Term Access. Subject to Flock’s record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days (“**No Fee Term**”) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock’s complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of

flock safety

the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock's own convenience, within a commercially reasonable period upon termination. Advance written notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond

flock safety

Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF CALIFORNIA.

7.5 Insurance. Flock agrees to maintain insurance that meets the following requirements:

Without limiting Flock's indemnification of AGENCY, and prior to commencement of the Installation Services, Flock shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to AGENCY.

General liability insurance. Flock shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard TSO "insured contract" language will not be accepted.

Automobile liability insurance. Flock shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Flock arising out of or in connection with the Installation Services and Flock Services to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Flock shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Flock shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Prior to commencement of the Installation Services, Flock shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. Flock shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's Risk Manager prior to commencement of the Installation Services. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Flock shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Installation Services or Flock Services hereunder by Flock, his agents, representatives, employees or

flock safety

subconsultants.

Primary/noncontributing. Coverage provided by Flock shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications 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 Flock or AGENCY will withhold amounts sufficient to pay premium from Flock payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Flock or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Flock hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Flock acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform Flock of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. 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 as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Flock maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Flock. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Flock agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Flock's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability

flock safety

exclusions.

Pass through clause. Flock agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Flock, provide the same minimum insurance coverage and endorsements required of Flock. Flock 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. Flock agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Flock ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Flock, the AGENCY and Flock may renegotiate Flock's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. Flock shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from Flock's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Flock shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Installation Services and Flock Services.

Before Flock retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, Flock must:

- A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to AGENCY;
- B. Present to the AGENCY the form of subcontract that will be used with the subcontractor for AGENCY's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Paragraph 8.4 of this AGREEMENT and must specifically name the AGENCY as an indemnified party; and
- C. Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming the AGENCY as an additional insured as required by this AGREEMENT, unless such requirement is waived in writing by the AGENCY Risk Manager

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

flock safety

DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO TORT CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING FROM OR PERTAINING TO THE PROVISION OF SERVICES UNDER THIS AGREEMENT. OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF CALIFORNIA.

8.2 Additional No-Fee Term Requirements. WITH THE EXCPTION OF TORT CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING FROM OR PERTAINING TO THE PROVISION OF SERVICES UNDER THIS AGREEMENT, IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE Except for Flock's willful acts.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, Agency's breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement. Flock hereby agrees to indemnify and hold harmless Agency against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from Flock's negligent acts or omissions in performance of this Agreement or provision of the Services, Hardware, or Software, including any claim that such actions violate any applicable law or third party right.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with its record retention schedules. Should Flock be legally compelled to produce the Agency Data and Non-Agency End User Data and Agency has retained such data, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting

flock safety

terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of California will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Orange County, California by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 16, 2021

ITEM NUMBER: 12B

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

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Temporary Use Permit Fee Waiver for Use of Shipping Containers to Serve as a Church Food Pantry

SUMMARY

A request for a Temporary Use Permit (TUP) fee waiver for shipping containers to be used as a Church Food Pantry to distribute food primarily to the homeless (requestor: Barbara Farrell, Community Congregational Church).

RECOMMENDATIONS

1. Discuss the request submitted by Barbara Farrell on behalf of Community Congregational Church; and,
2. Provide direction to Staff for this Temporary Use Permit Fee Waiver through a minute action of the City Council.

BACKGROUND

Staff has received an application for a one-year Temporary Use Permit (TUP 21-03) for shipping containers to be used as a Church Food Pantry to distribute food and charitable donations of diapers, wipes, baby food, formula and children's clothing to people in need. The distribution takes place on the 3rd Saturday of the month from 9:00 a.m. to 1:00 p.m. and serves approximately 60 families, and is distributed by church volunteers.

The Permit fee of \$926.00 would be assessed at the initial start of the TUP.. The applicant has requested a fee waiver for the permit fee. The City's Municipal Code Section 17.30.040.A.6 states that, "As a matter of policy, the Council may waive certain fees for nonprofit organizations". Therefore, the request is being forwarded to Council for consideration.

FISCAL IMPACT

A multi-day Temporary Use Permit fee is \$926.00.

Submitted by: Tom Oliver, Associate Planner

Reviewed by: Ron Noda, Acting Deputy City Manager

Approved by: Chet Simmons, City Manager

Attachment: 1. Request Letter from Community Congregational Church

06/30/2021

Honorable Mayor Chirco, Mayor Pro Tem Hasselbrink and Council Members:

Community Congregational United Church of Christ has been hosting a food pantry through Judy's Kitchen, our volunteers, with food from the Orange County Food Bank through Peoples Homeless Task Force Orange County since the beginning of the pandemic. We are also collaborating with Transitions in Motherhood, a 501c3 with an all volunteer work force, who gets donations of diapers, wipes, baby food, formula and children's clothing and some toys for new mothers and mothers and families of young children. These charitable donations are distributed on the 3rd week of every month.

We have been able to store our donations, which we replenish after each Giving Saturday, in the Church Fellowship Hall. The Church is looking to open up the Church and other buildings to the congregation and several recovery groups as soon as we can. To do that we must find storage for the charitable donations.

The church has undesignated/ unused parking slots behind the Fellowship Hall that will fit the containers.

We have been serving the seniors at Klein Manor, low income senior housing. There are about 30-40 seniors who come every month.

Transitions in Motherhood is serving 40-50 families and women with young children who are food insecure and need clothing, wipes, diapers, baby food, formula and pantry staples for the family.

In addition, 10-20 individuals who are homeless and /or are food insecure come for the pantry staples.

All in all, we serve about 100 needy people from Los Alamitos every time we host Giving Saturday.

We are trying very hard to raise the funds to purchase the containers to serve our City's needy residents. The containers will cost @\$10,000.

I am asking that the City of Los Alamitos waive the temporary use fee of \$926 to help us serve the City's needy.



Thank you for your kind consideration,
Barbara Farrell
CCUCC Treasurer