

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, October 18, 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.

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

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

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

4. PLEDGE OF ALLEGIANCE

Council Member Bates will lead the Pledge of Allegiance.

5. INVOCATION

Council Member Nefulda will give the Invocation.

6. PRESENTATION

- A. **Presentation of Certificates of Recognition to Los Alamitos Tribe U14 Rugby Boys Club in Recognition of Winning the Southern California Youth Rugby Championship (SCYR)**
- B. **Presentation of a Proclamation in Recognition of “Code Enforcement Officer Appreciation Month” to City of Los Alamitos Code Enforcement Officers Javier Marquez, Jonathon Jennings, Riley Hill, and Herbert Manansala**
- C. **Presentation of a Proclamation to Guy and Miriam McAllister of All American Sign Co., Inc. in Recognition of “Small Business Saturday”**

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 September 8, 2021 to October 6, 2021, in the amount of \$1,918,782.71

ROLL CALL

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

11. CONSENT CALENDAR

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

- A. Approval of Minutes (City Clerk)**
Approve the City Council Regular Minutes of September 20, 2021 and Special Minutes of October 11, 2021.

- B. Adopt Ordinance No. 2021-03 – Single Family Residential Parking Requirement (Development Services)**
At its regular meeting of September 20, 2021, the City Council introduced for first reading Ordinance Number 2021-03. This document would adopt a Zoning Ordinance Amendment (ZOA 21-02) amending Table 3-05 of Section 17.22.030 of the Los Alamitos Municipal Code. The proposed Ordinance would limit parking requirements for single family dwelling units to two enclosed garage spaces in any zone.

Recommendation: Adopt Ordinance No. 2021-03, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 17.22.030, TABLE 3-05 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE PARKING STANDARDS FOR SINGLE FAMILY RESIDENTIAL UNITS (ZOA 21-02) (CITYWIDE) (CITY INITIATED).”

- C. Amendment No. 1 to Professional Services Agreement with Bordin Semmer LLP for Defense Counsel (Administration)**
The purpose of this report is to seek approval to amend the Professional Services Agreement with Bordin Semmer LLP, extending the term to October 18, 2023 for as-needed outside legal defense counsel.

Recommendation: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Bordin Semmer LLP, extending the term to October 18, 2023 for as needed outside legal defense counsel.

- D. Amendment No. 3 to Professional Services Agreement with AdminSure Inc. for Claims Administration Services (Administration)**
The purpose of this report is to seek approval of the third amendment of the Professional Services Agreement with AdminSure Inc., to extend the term of the agreement to October 18, 2026 and to adjust the related fee schedule.

Recommendation: Authorize the Mayor to execute Amendment No. 3 to the Professional Services Agreement with AdminSure Inc., extending the term to October 18, 2026 and adjusting the related fee schedule.

- E. Acceptance of Street Dedications Along Briggeman Drive and Serpentine Drive at 10650 Los Alamitos Boulevard for Street Purposes (Development Services)**
Approval to record 10 feet of street dedication along Briggeman Drive and 4 feet of street dedication along Serpentine Drive at two driveways, from Sukima Hospitality Group, LLC, property located at 10650 Los Alamitos Boulevard, which is ready for submission to the County Recorder’s Office.

Recommendation:

1. Adopt Resolution No. 2021-22, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ACCEPTING 10 FEET OF STREET DEDICATION ALONG BRIGGEMAN DRIVE AND 4 FEET OF STREET DEDICATION ALONG SERPENTINE DRIVE AT TWO DRIVEWAYS FROM SUKIMA HOSPITALITY GROUP, LLC, PROPERTY LOCATED AT 10650 LOS ALAMITOS BOULEVARD."
2. Direct the City Clerk to record the street dedication by submitting maps to the County of Orange Recorder's Office.

F. Award of Plans and Specifications for the Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01)

(Development Services)

This report recommends award of a bid to begin facilitating the construction of the Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01). This project will install new arterial signs at traffic signals citywide. The previous Arterial Street Sign Replacement Project (CIP No. 19/20-04) in 2020 installed signs along Los Alamitos Boulevard from Cerritos Avenue to Bradbury Road.

Recommendation:

1. Award construction for the Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01) in the amount of \$31,140.00 to Yunex Traffic; and,
2. Authorize the Mayor to execute the contract with Yunex Traffic for the project; and,
3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$3,140.00.

G. Approval of Professional Services Agreement with Charles Abbott Associates for Electronic Plan Check System and Customer Portal for the Building and Safety Division

(Development Services)

This item seeks approval of Professional Services Agreement (PSA) with Charles Abbott Associates (CAA) to provide electronic plan check services and customer portal for the Building & Safety Division.

Recommendation: Authorize the Mayor to execute the Professional Services Agreement with Charles Abbott Associates for electronic plan check services and customer portal via the City Tech Solutions (CTS) Pro Software for a term of two years in the amount of \$31,000.

H. Approval of the Request for Proposals (RFP) 2021-10 for the purchase of one (1) Mobile Performance Stage (Development Services)

This report seeks approval to facilitate the solicitation of bids for the purchase and delivery of one (1) Mobile Performance Stage.

Recommendation:

1. Approve the Request for Proposals (RFP) 2021-10 for the purchase and delivery of one (1) Mobile Performance Stage; and,
2. Authorize Staff to advertise and solicit bid proposals.

12. ORDINANCE

A. Ordinance No. 2021-04 – Purchasing Ordinance Amendment (Finance)

At its August 23, 2021 Special Meeting, the Budget Standing Committee considered a proposed amendment to Chapter 2.60 (Purchasing System) of the Los Alamitos Municipal Code. At that time, the Budget Standing Committee directed staff to return with a revised ordinance establishing: (1) a \$50,000 threshold for the “formal” procedure for purchase of supplies and equipment; and, (2) a \$50,000 limit on the City Manager’s contract authority for personal, professional, and consulting services. Ordinance No. 2021-04, attached to this report, incorporates the directed changes.

This report recommends approval of Ordinance No. 2021-04 amending Los Alamitos Municipal Code Chapter 2.60 (Purchasing System). The proposed Ordinance would increase the monetary thresholds for formal, open market, and City department contract procedures for the purchase of supplies and equipment, increase the City Manager’s contract authority for the acquisition of personal, professional, consulting or other services, and make other revisions intended to streamline the procurement process and provide anticipated gains in efficiency.

Recommendation:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2021-04; and,
2. City Attorney Daudt to read title of Ordinance No. 2021-04, entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 2.60 (PURCHASING SYSTEM) OF THE LOS ALAMITOS MUNICIPAL CODE.”

13. DISCUSSION ITEM

A. Establishment of a 501(c)(3) non-profit City of Los Alamitos Foundation (Recreation)

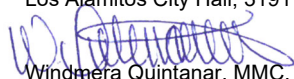
This agenda item provides an opportunity to discuss the possibility of creating a 501(c)(3) non-profit City of Los Alamitos Foundation.

Recommendation:

1. Review and discuss the intent of establishing a City Foundation; and,
2. Provide direction to Staff regarding establishing a City Foundation.

14. 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.



Windra Quintanar, MMC, City Clerk
Dated: October 14, 2021

CITY OF LOS ALAMITOS

A/P Warrants

October 18, 2021

To Ratify

Pages:

1-5	\$	282,756.17	Warrant	09/08/2021
6-9	\$	120,642.10	Warrant	09/22/2021
10	\$	145,384.38	Advanced Warrant	09/27/2021
11-17	\$	790,859.33	Warrant	10/06/2021
18	\$	9,794.23	October Retirees	10/01/2021
19	\$	162,494.58	Payroll	09/17/2021
20	\$	152,983.95	Benefits & Withholdings	09/17/2021
21	\$	165,309.28	Payroll	10/01/2021
22	\$	88,558.69	Benefits & Withholdings	10/01/2021
Grand Total	\$	<u>1,918,782.71</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from September 8, 2021 to October 6, 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 6th day of October, 2021

WARRANT 09/08/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERICAN RENTALS	CONCRETE/TRAILER-10361 HUM	GENERAL FUND	STREET MAINTENANCE	234.34
			TOTAL:	234.34
ARMY R GONZALEZ	LOS AL ISLAND PROJECT- STA	GENERAL FUND	STREET MAINTENANCE	191.63
			TOTAL:	191.63
ERIC ARROYO	BACKGROUND- J. KIM & K. HUB	GENERAL FUND	NON-DEPARTMENTAL	1,275.00
	BACKGROUND: D. KIM	GENERAL FUND	NON-DEPARTMENTAL	1,200.00
			TOTAL:	2,475.00
ARTESIA SAWDUST PRODUCTS, INC.	WOOD CHIPS FOR STANSBURY P	GENERAL FUND	PARK MAINTENANCE	438.88
			TOTAL:	438.88
THE BANK OF NEW YORK MELLON TRUST CO.	TRUSTEE FEES	LAUREL PARK DEBT S	NON-DEPARTMENTAL	1,325.00
			TOTAL:	1,325.00
BEE REMOVERS	BEE REMOVER- 07/13/21	GENERAL FUND	STREET MAINTENANCE	140.00
			TOTAL:	140.00
CA ASSOC. OF CODE ENFORCE OFFICERS	PROF. MEMBERSHIP DUES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	95.00
			TOTAL:	95.00
JHM SUPPLY, INC.	IRRIGATION REPAIRS	GENERAL FUND	STREET MAINTENANCE	20.59
	IRRIGATION HARD WATER PUMP	GENERAL FUND	STREET MAINTENANCE	75.23
	IRRIGATION SUPPLIES	GENERAL FUND	PARK MAINTENANCE	458.87
			TOTAL:	554.69
CARTRIDGE WORLD OF LOS ALAMITOS	DELL TONER	GENERAL FUND	PLANNING	294.96
			TOTAL:	294.96
CHARLES ABBOTT ASSOCIATES, INC.	WOMP SVCS 07/21-R. BEIKER	GENERAL FUND	NON-DEPARTMENTAL	580.00
	PROF. SVCS- L. ROSEBERRY O	GENERAL FUND	COMMUNITY DEVELOP ADMIN	2,660.00
	BUILDING & SAFETY SVC- 07/	GENERAL FUND	BUILDING INSPECTION	24,792.58
	WOMP INSPECTIONS 07/21-J.	GENERAL FUND	NPDOS	184.00
			TOTAL:	28,216.58
CORA CONSTRUCTORS, INC.	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	4,496.31
	TENLEY PUMP	BUILDING IMPROVEME	CAPITAL PROJECTS	89,326.17
			TOTAL:	85,429.86
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTATIVE MAINT. 06/202	GENERAL FUND	STREET MAINTENANCE	1,470.00
	PREV. MAINT. - JULY 2021	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	2,940.00
DELL MARKETING L.P.	LATITUDE 6411	GENERAL FUND	PLANNING	4,584.17
	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE			2,793.61
	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE			22,362.00
	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE			19,040.31
			TOTAL:	49,180.09
ENTERPRISE FH TRUST	LEASE- 20 FORD TRAN	GARAGE FUND	GARAGE	700.89
	LEASE- 20 FORD F-15	GARAGE FUND	GARAGE	519.04
			TOTAL:	1,227.93
THE FAMILY PLUMBER	CLOGGED TOILET FOR COMM CE	GENERAL FUND	BUILDING MAINTENANCE	207.00
			TOTAL:	207.00

WARRANT 09/08/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SALES / QUARTERMASTER	UNIFORM SHIRT- CAPTAIN BYE	GENERAL FUND	POLICE ADMINISTRATION	€0.24
			TOTAL:	€0.24
GANAHL LUMBER COMPANY	SUPPLIES- STREET WORK	GENERAL FUND	STREET MAINTENANCE	27.06
	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	127.52
	GANAHL LUMBER COMPANY	GENERAL FUND	STREET MAINTENANCE	40.40
	IRRIGATION SUPPLIES	GENERAL FUND	STREET MAINTENANCE	32.63
	SHOP SUPPLIES	GARAGE FUND	GARAGE	53.65
			TOTAL:	281.26
GEORGE ANDREW NACIE	FOUR LADS FROM LIVERPOOL	GENERAL FUND	SPECIAL EVENTS	1,500.00
			TOTAL:	1,500.00
GEORGE HILLS COMPANY, INC.	ADMIN FEES & CLAIM MGMT 08	GENERAL FUND	NON-DEPARTMENTAL	983.33
			TOTAL:	983.33
HARRY'S PLUMBING AND DRAINS, INC.	COTTONWOOD PARK RESTROOMS	GENERAL FUND	PARK MAINTENANCE	120.00
			TOTAL:	120.00
PACIFIC SECURED EQUITIES, INC.	WC TPA SVCS. SEPT 2021	SELF INSURANCE TRU	INSURANCE	1,125.00
			TOTAL:	1,125.00
LIEBERT CASSIDY WHITMORE	LAW SVCS . FOA NEGOTIATIONS	GENERAL FUND	NON-DEPARTMENTAL	390.00
			TOTAL:	390.00
MICHAEL BALLIET CONSULTING, LLC	SOLID WASTE FRANCHISE	GENERAL FUND	NON-DEPARTMENTAL	3,162.50
	SOLID WASTE FRANCHISE	GENERAL FUND	NON-DEPARTMENTAL	4,785.00
			TOTAL:	7,947.50
MISC. VENDOR	ASHLEY HEITZEL:REFUND	GENERAL FUND	NON-DEPARTMENTAL	211.00
	BARBARA FARRELL:REFUND	GENERAL FUND	NON-DEPARTMENTAL	526.00
	JOSEPH MEDICI	GENERAL FUND	PATROL	9.34
	NELSON RAMIREZ	GENERAL FUND	PATROL	8.69
	HANNAH ORTIZ:REFUND	GENERAL FUND	COMMUNITY OUTREACH	59.61
			TOTAL:	1,213.64
NATIONAL DEMOGRAPHICS, INC.	REDISTRICTING PROCESS- CON	GENERAL FUND	ADMINISTRATION	3,000.00
			TOTAL:	3,000.00
NEWPORT EXTERMINATING	EXTERIOR SPRAY	GENERAL FUND	BUILDING MAINTENANCE	175.00
	BAIT STATIONS REFILLED	GENERAL FUND	BUILDING MAINTENANCE	60.00
	BAIT STATIONS REFILLED	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
COMMUNITY MEDIA CORP.	PUBLIC NOTICE- ORD 2021-01	GENERAL FUND	CITY COUNCIL	198.00
	108314 STREET NAME CHANGE	GENERAL FUND	COMMUNITY DEVELOPMENT	420.00
	PUBLIC NOTICE- 109119	GENERAL FUND	PLANNING	270.00
	PUBLIC NOTICE 109120	GENERAL FUND	PLANNING	385.00
	PUBLIC NOTICE 109121	GENERAL FUND	PLANNING	270.00
	108620 NIB ARTERIAL SNS	MEASURE M	CAPITAL PROJECTS	950.00
			TOTAL:	2,480.00
NORM'S AUTOMOTIVE CENTER, INC.	PD SVCS- 2018 TAHOE	GARAGE FUND	GARAGE	147.66
	OIL CHANGE - 2017 DURANGO	GARAGE FUND	GARAGE	45.58
	PD DODGE DURANGO 20217 RE	GARAGE FUND	GARAGE	577.59
	PW A/C UNIT REPAIR 2013 PD	GARAGE FUND	GARAGE	1,119.69

WARRANT 09/08/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ORANGE CO CHIEFS OF POLICE & SHERIFF'S	ORANGE CO CHIEFS OF POLICE GENERAL FUND		POLICE ADMINISTRATION	1,893.73
	TOTAL:			1,893.73
	ORANGE CO CHIEFS OF POLICE GENERAL FUND		POLICE ADMINISTRATION	250.00
	TOTAL:			250.00
ORANGE COUNTY HEALTH CARE AGENCY	HAZ MAT DISCLOSURE FEES	GENERAL FUND	BUILDING MAINTENANCE	224.00
	TOTAL:			224.00
ORANGE COUNTY JUMPERS LLC	INFLATABLES FOR STREET FAL GENERAL FUND		SPECIAL EVENTS	1,868.00
	TOTAL:			1,868.00
PLACEWORKS, INC.	PROF SVCS-GENERAL PLAN 07/ GENERAL FUND		CAPITAL PROJECTS	12,174.95
	TOTAL:			12,174.95
PRINIMASTERS	20- FY 211/22 BUDGET BOOKS GENERAL FUND		FINANCE	502.55
	TOTAL:			502.55
RIO MONDO COMMUNITY COLLEGE DISTRICT	FIELD TRAINING COURSE	GENERAL FUND	POLICE ADMINISTRATION	89.00
	TOTAL:			89.00
KOSS CREATIONS	GENERAL FUND		SPECIAL EVENTS	9,600.00
	GENERAL FUND		SPECIAL EVENTS	2,600.00
	TOTAL:			12,100.00
SCIENITIA CONSULTING GROUP, INC.	IT SVCS - SEPT. 2021	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		5,871.00
	BACKUP SERVER - AUG 2021	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		170.75
	CLOUD BACKUP - AUG 2021	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		38.50
	BACKUP STORAGE - AUG 2021	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		500.00
	EXTRA HRS. AUG. 2021	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		2,541.35
	SENTINEL ONE CONTROL	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		314.34
	TOTAL:			9,843.84
	MULCH FOR ISLAND PROJECT	GENERAL FUND	STREET MAINTENANCE	329.53
	NEW SIDEWALK FOUR ON HURBO	GENERAL FUND	STREET MAINTENANCE	81.39
	BASE FOR CONCRETE SIDEWALK	GENERAL FUND	STREET MAINTENANCE	33.45
SOCAL AUTO & TRUCK PARTS INC.	EXTRA CONCRETE - BILLING E	GENERAL FUND	STREET MAINTENANCE	23.99
	LOS AL ISLAND PROJECT- MUL	GENERAL FUND	STREET MAINTENANCE	424.41
	LOS AL ISLAND PROJECT: MUL	GENERAL FUND	STREET MAINTENANCE	212.21
	LOS AL ISLAND PROJECT: DLA	GENERAL FUND	STREET MAINTENANCE	139.45
	TOTAL:			1,206.45
SOUTH COAST A.O.M.D.	PD OIL CHANGE SUPPLIES	GARAGE FUND	GARAGE	236.34
	HEADLIGHTS FOR PD UNIT	GARAGE FUND	GARAGE	11.26
	COLLANT RESTOCK	GARAGE FUND	GARAGE	32.29
	FOR NEW BACK HOE	GARAGE FUND	GARAGE	34.46
	TOTAL:			314.34
SOUTHERN CALIFORNIA EDISON	ANNUAL FEES- ICE	GENERAL FUND	STREET MAINTENANCE	440.15
	FLAT FEE -LAST YEAR EMISSI	GENERAL FUND	STREET MAINTENANCE	142.59
	TOTAL:			582.74
SOUTHERN CALIFORNIA EDISON	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	STREET MAINTENANCE	234.26
	TRAFFIC SIGNS/ ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	15,564.70
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	PARK MAINTENANCE	39.39
	SOUTHERN CALIFORNIA EDISON	GENERAL FUND	PARK MAINTENANCE	156.06
	PARKS	GENERAL FUND	PARK MAINTENANCE	307.08

WARRANT 09/08/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	262.96
			TOTAL:	16,564.45
SOUTHERN CALIFORNIA GAS	3191 KATELIA AVE	GENERAL FUND	BUILDING MAINTENANCE	91.57
	3614 FENLEY DR.	GENERAL FUND	BUILDING MAINTENANCE	14.30
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	52.93
			TOTAL:	158.80
SOUTHERN CALIFORNIA EDISON	PUMP STATION	GENERAL FUND	BUILDING MAINTENANCE	34.52
	CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	5,527.13
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	5,389.54
			TOTAL:	10,951.19
THE SHAMROCK COMPANIES	SPRAY PAINT	GENERAL FUND	STREET MAINTENANCE	40.73
	CONCRETE GRINDER DRUM	GARAGE FUND	GARAGE	1,390.62
			TOTAL:	1,431.35
TIFFANY R DAVILA	FACE PAINTING FOR WEEK LOS	GENERAL FUND	SPECIAL EVENTS	1,060.00
			TOTAL:	1,060.00
TIME WARNER CABLE	FIBER INTERNET	GENERAL FUND	ADMINISTRATION	1,734.00
	CITY HALL PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	473.42
			TOTAL:	2,207.42
ROBERT BANDURRAGA	GIANT GAMES FOR WEEK OF 10	GENERAL FUND	SPECIAL EVENTS	550.00
			TOTAL:	550.00
ULINE, INC.	MESSAGE BOARDS FOR PARKS	GENERAL FUND	PARK MAINTENANCE	2,153.47
			TOTAL:	2,153.47
VERIZON WIRELESS	MDC 1-8; 07/11/21-08/10/21	GENERAL FUND	PATROL	304.08
	PD JETPACK; 07/11/21-08/10	GENERAL FUND	PATROL	76.02
	14- CELL; 07/11/21-08/10/2	GENERAL FUND	PATROL	428.68
	CREDIT; 07/11/21-08/10/21	GENERAL FUND	PATROL	0.20-
	3-DETECT; 07/11/21-08/10/2	GENERAL FUND	INVESTIGATION	91.86
	CLO CHARGE; 07/11/21-08/10	GENERAL FUND	COMMUNITY OUTREACH	40.62
	VERIZON WIRELESS	GENERAL FUND	EMERGENCY PREPAREDNESS	162.71
	VERIZON WIRELESS	GENERAL FUND	NEIGHBORHOOD PRESERVAT	30.02
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	243.72
			TOTAL:	1,377.51
VOYAGER FLEET SYSTEMS, INC.	VOYAGER FLEET SYSTEMS, INC	GENERAL FUND	GARAGE	1,724.11
	fuel tax credit	GARAGE FUND	GARAGE	72.26-
	VOYAGER FLEET SYSTEMS, INC	GENERAL FUND	GARAGE	5,348.77
	fuel tax credit	GARAGE FUND	GARAGE	223.02-
	FUEL	GARAGE FUND	GARAGE	6,813.55
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	281.37-
			TOTAL:	13,309.78
MAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	95.67
			TOTAL:	95.67

WARRANT 09/08/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	117,200.19		
25	BUILDING IMPROVEMENT	89,526.17		
26	MEASURE M	950.00		
31	LAUREL PARK DEBT SERVICE	1,325.00		
50	GARAGE FUND	18,190.05		
53	TECHNOLOGY REPLACEMENT	54,039.76		
54	SELF INSURANCE TRUST	1,125.00		

	GRAND TOTAL:	282,756.17		

WARRANT 05/22/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	SECURITY FR HEALTH/ PEI EX	GENERAL FUND	SPECIAL EVENTS	300.00
	SECURITY FOR STREET FAIR	GENERAL FUND	SPECIAL EVENTS	1,120.00
			TOTAL:	1,420.00
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS-120 HAS 08	GENERAL FUND	TRAFFIC	2,649.60
			TOTAL:	2,649.60
ANDERSON ELECTRICAL & LIGHTING SERVICE	OAK FIELD ELECTRICAL MAINT	GENERAL FUND	SPORTS	120.00
	MCANULIFFE FIELD ELECTRICAL	GENERAL FUND	SPORTS	3,570.00
			TOTAL:	3,690.00
ANIMAL PEST MANAGEMENT SERVICES	GORHER CONTROL- AUG 2021	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
ASCAP	ANNUAL SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRATION	367.00
			TOTAL:	367.00
BORDIN SEMER, LLP	NEW YORK MARINE CLAIM #3	SELF INSURANCE TRU	INSURANCE	1,537.50
	NEW YORK MARINE CLAIM #8	SELF INSURANCE TRU	INSURANCE	3,187.00
			TOTAL:	4,694.50
BRENT ARNOLD	ATTENDED FTO TRAINING	GENERAL FUND	POLICE ADMINISTRATION	62.81
			TOTAL:	62.81
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	2 BLOOD DRAWS- 08/3021	GENERAL FUND	PATROL	259.08
CANON FINANCIAL SERVICES, INC.	METER CHARGES 07/21 & 08/2	GENERAL FUND	RECREATION ADMINISTRATION	254.64
			TOTAL:	254.64
CARD INTEGRATORS CORPORATION	PRINT SERVICE - CUSTOM PRO	GENERAL FUND	CITY COUNCIL	240.90
	CARD INTEGRATORS CORPORATION	GENERAL FUND	POLICE ADMINISTRATION	11.85
			TOTAL:	252.75
COUNTY OF ORANGE TREASURER-IAA	OCATS- 08/2021	GENERAL FUND	COMMUNICATIONS TECHNOLOGY	1,273.33
			TOTAL:	1,273.33
EVAN FLYNN	ATTENDED ICI HOMICIDE TRAINING	GENERAL FUND	POLICE ADMINISTRATION	536.82
			TOTAL:	536.82
CABDI FOX	LINE DANCE WITH FOX 08/04	GENERAL FUND	SPECIAL CLASSES	17.50
	LINE DANCE WITH FOX 08/11	GENERAL FUND	SPECIAL CLASSES	14.00
	LINE DANCE WITH FOX 08/18	GENERAL FUND	SPECIAL CLASSES	10.50
	LINE DANCE WITH FOX 08/25	GENERAL FUND	SPECIAL CLASSES	14.00
	LINE DANCE WITH FOX 08/18	GENERAL FUND	SPECIAL CLASSES	10.50
FRONTIER COMMUNICATIONS	PHONE LINE FOR JAIL ALARM	GENERAL FUND	COMMUNICATIONS TECHNOLOGY	240.23
			TOTAL:	240.23
GALLS / QUARTERMASTER	BULLETPROOF VEST - MORGAN	GENERAL FUND	PATROL	774.66
	UNIFORMS FOR G. IAVASCI	GENERAL FUND	RECORDS	112.33
	UNIFORMS FOR G. IAVASCI	GENERAL FUND	RECORDS	21.81
	UNIFORMS FOR CLO H. ORTIZ	GENERAL FUND	COMMUNITY OUTREACH	63.56
	UNIFORMS FOR CLO H. ORTIZ	GENERAL FUND	COMMUNITY OUTREACH	36.34
			TOTAL:	1,008.70

WARRANT 09/22/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PRIMARY & MULTI-SPECIALTY CLINICS	PRIMARY & MULTI-SPECIALTY	GENERAL FUND	NON-DEPARTMENTAL	365.00
			TOTAL:	365.00
HINDERLITER, DE LLAMAS & ASSOCIATES	1 QTR 2021 & AUDIT SERVICE	GENERAL FUND	FINANCE	1,128.54
			TOTAL:	1,128.54
JARED E. LLOYD	HOME COURT EDGE 08/06	GENERAL FUND	SPORTS	16.00
	HOME COURT EDGE 08/26	GENERAL FUND	SPORTS	48.00
			TOTAL:	64.00
KEVIN STEINHAUSER	FTO TRAINING	GENERAL FUND	POLICE ADMINISTRATION	48.80
			TOTAL:	48.80
KONICA MINOLTA PREMIER	COPIER LEASE- ADMIN FRONT	GENERAL FUND	FINANCE	503.09
	COPIER LEASE- FINANCE	GENERAL FUND	FINANCE	545.37
			TOTAL:	1,048.46
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE	GENERAL FUND	POLICE ADMINISTRATION	189.74
			TOTAL:	189.74
YING LIU	PORTRAIT WORKSHOP 08/07	GENERAL FUND	SPECIAL CLASSES	87.75
	PORTRAIT WORKSHOP 08/14	GENERAL FUND	SPECIAL CLASSES	40.76
	PORTRAIT WORKSHOP 08/28	GENERAL FUND	SPECIAL CLASSES	68.25
			TOTAL:	204.75
LARRY YEE	ADULT SOCCER REFERESS FEES	GENERAL FUND	SPORTS	1,204.00
			TOTAL:	1,204.00
LOS ALAMITOS AREA CHAMBER OF COMMERCE	ATTENDING-CHET, CHELSI, WI	GENERAL FUND	CITY COUNCIL	150.00
	ATTENDING-ROB	GENERAL FUND	CITY COUNCIL	50.00
	ATTENDING-EMELINE	GENERAL FUND	CITY COUNCIL	50.00
			TOTAL:	250.00
MANHATTAN SUTCHING COMPANY, INC.	CITY HALL STAFF POLOS	GENERAL FUND	COMMUNITY DEVEL ADMIN	523.67
			TOTAL:	523.67
MIKE RAHAUGES SHOOTING ENTERPRISES	16 PISTOL RANGE @ \$23 EACH	GENERAL FUND	PATROL	362.00
			TOTAL:	362.00
MISC. VENDOR	TAMMY CARLSON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	30.00
	INGRID GUNTER-PALSGROV	GENERAL FUND	NON-DEPARTMENTAL	205.00
	TONYA HORTUA	GENERAL FUND	NON-DEPARTMENTAL	98.00
	RUI HALINOWSKI	GENERAL FUND	NON-DEPARTMENTAL	13.00
	JENNIFER OROZCO	GENERAL FUND	NON-DEPARTMENTAL	165.00
	DIANA SILVA	GENERAL FUND	NON-DEPARTMENTAL	93.00
	LOS ALAMITOS MUSEUM	GENERAL FUND	CITY COUNCIL	80.00
	ERIKA HALBERG	GENERAL FUND	SPECIAL EVENTS	152.03
			TOTAL:	836.03
NELSON RAMIREZ	DRUG & ALCOHOL ENFOR. TRAI	GENERAL FUND	POLICE ADMINISTRATION	44.48
	BASIC TRAFFIC COLLISION TR	GENERAL FUND	POLICE ADMINISTRATION	45.52
			TOTAL:	90.00
COMMUNITY MEDIA CORP.	PUBLIC NOTICE (DR ZOA 21-0	GENERAL FUND	CITY COUNCIL	465.00
	103881 RFP 21-XX BUS SHEL	GENERAL FUND	PUBLIC WORKS ADMIN	300.00
	103802 RFP 21-XX STREET SW	GENERAL FUND	PUBLIC WORKS ADMIN	300.00

WARRANT 05/22/2021

VENDOR SORI KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
NORTH STAR LAND CARE	LANDSCAPE MAINT - AUG 2021	GENERAL FUND	PARK MAINTENANCE	1,065.00
			TOTAL:	7,079.66
			TOTAL:	7,079.66
OUR LOS AL	OUR LOS AL- AUGUST 2021	GENERAL FUND	CITY COUNCIL	416.67
	OUR LOS AL- SEPT. 2021	GENERAL FUND	CITY COUNCIL	416.67
	OUR LOS AL- SEPT. 2021	GENERAL FUND	CITY COUNCIL	833.33
	OUR LOS AL- AUGUST 2021	GENERAL FUND	LOS ALAMITOS IV	833.33
	OUR LOS AL- AUGUST 2021	LOS ALAMITOS IV	LOS ALAMITOS IV	833.33
	OUR LOS AL- SEPT. 2021	LOS ALAMITOS IV	LOS ALAMITOS IV	833.33
			TOTAL:	4,166.66
PACIFIC TELMANAGEMENT SERVICES	POLICE PAY PHONE-08/2021	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
			TOTAL:	43.00
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	969.87
			TOTAL:	969.87
PRINTMASTERS	CITY LOS AL TAX DOLLAR BAN	GENERAL FUND	STREET MAINTENANCE	120.18
			TOTAL:	120.18
PRO FORCE LAW ENFORCEMENT	LO MAGPUL 30RD MAGAZINE	GENERAL FUND	PATROL	159.63
			TOTAL:	159.63
REDTLEX TRAFFIC SYSTEMS, INC.	COMM. LIGHTS- AT&T	GENERAL FUND	TRAFFIC	9,206.16
			TOTAL:	9,206.16
REFRIGERATION UNLIMITED, INC.	COMMUNITY CENTER- CONTR. S	GENERAL FUND	BUILDING MAINTENANCE	200.00
			TOTAL:	200.00
SUSAN SAXE-CLIFFORD, PH.D.	PSYCHOLOGICAL EVAL.- D.KIM	GENERAL FUND	NON-DEPARTMENTAL	450.00
			TOTAL:	450.00
CHERYL J. SCHNITZER	LINE DANC (BEG/INT) 07/12	GENERAL FUND	SPECIAL CLASSES	42.25
			TOTAL:	42.25
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGNS/ ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	15,701.24
	PARKS	GENERAL FUND	PARK MAINTENANCE	137.95
	MCALIFFE PARK	GENERAL FUND	PARK MAINTENANCE	336.81
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	67.94
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	6,194.55
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	5,995.65
			TOTAL:	28,434.14
SPOI LIGHTING SUPPLIES, INC.	LIGHTING- CITY BUILDINGS	GENERAL FUND	BUILDING MAINTENANCE	580.07
			TOTAL:	580.07
ST. OF CALIFORNIA DEPT. OF JUSTICE	EMPLOYEE FINGERPRINTS (7)	GENERAL FUND	NON-DEPARTMENTAL	224.00
			TOTAL:	224.00
NANCY K. BOHL INCORPORATED	CONTRACT SERVICES- 08/2021	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
WEST PUBLISHING CORPORATION	DETECTIVES SOFTWARE- 08/20	GENERAL FUND	INVESTIGATION	252.78
			TOTAL:	252.78

WARRANT 09/23/2021

VENDOR SORI KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TIME WARNER CABLE	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	79.98
			TOTAL:	79.98
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 NEW TICKET CHARGES	GENERAL FUND	STREET MAINTENANCE	54.55
	CA LSA01 BILLABLE TICKETS- GENERAL FUND		STREET MAINTENANCE	15.68
			TOTAL:	70.23
V & V MANUFACTURING, INC.	DETECTIVE FLYNN FLAT BADGE	GENERAL FUND	POLICE ADMINISTRATION	107.27
	DETECTIVE GUTIERREZ-FLAT B	GENERAL FUND	POLICE ADMINISTRATION	98.27
			TOTAL:	205.54
ANY, INC.	PRINTING -FALL 2021 BROCHU	GENERAL FUND	RECREATION ADMINISTRATION	5,156.60
			TOTAL:	5,156.60
MICHELE M. WILKOSZ	ADV. GUITAR 08/09	GENERAL FUND	SPECIAL CLASSES	13.65
	ADV. GUITAR 08/16	GENERAL FUND	SPECIAL CLASSES	13.65
	ADV. GUITAR 08/23	GENERAL FUND	SPECIAL CLASSES	13.65
	ADV. GUITAR 08/30	GENERAL FUND	SPECIAL CLASSES	19.50
			TOTAL:	60.45
WILLDAN ENGINEERING	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	6,000.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	8,799.50
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	3,769.25
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	2,728.00
	SUBURBIA STREET PROJ. SBI	GAS TAX	CAPITAL PROJECTS	390.00
			TOTAL:	21,686.75
WOODBUFF, SPRADLIN & SMARI	GERNAL ADV. - AUGUST 2021	GENERAL FUND	CITY ATTORNEY	12,829.20
	PROSECUTOR SVCS- AUGUST 20	GENERAL FUND	CITY ATTORNEY	3,199.00
			TOTAL:	16,028.20

FUND TOTALS	
10	GENERAL FUND 113,890.94
20	GAS TAX 390.00
28	LOS ALAMITOS TV 1,666.66
54	SELF INSURANCE TRUST 4,694.50
GRAND TOTAL: 120,642.10	

ADVANCED WARRANT 09/27/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
THE BANK OF NEW YORK MELLON TRUST CO.	THE BANK OF NEW YORK MELLON LAUREL PARK DEBT S NON-DEPARTMENTAL			€5,384.38
	THE BANK OF NEW YORK MELLON LAUREL PARK DEBT S NON-DEPARTMENTAL			80,000.00
	TOTAL:			145,384.38

===== FUND TOTALS =====	
31 LAUREL PARK DEBT SERVICE	145,384.38
GRAND TOTAL:	145,384.38

WARRANT 10/06/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ABSOLUTE SIGN, INC	WILL CALL LOGO STENCIL	GENERAL FUND	STREET MAINTENANCE	245.82
			TOTAL:	245.82
ADMINISURE	WC ADMIN & STORAGE 06/2021 SELF INSURANCE TRU INSURANCE			513.49
	WC ADMIN & STORAGE 07/2021 SELF INSURANCE TRU INSURANCE			649.63
	WC ADMIN & STORAGE 08/2021 SELF INSURANCE TRU INSURANCE			643.63
			TOTAL:	1,806.75
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 54 HRS 07/	GENERAL FUND	TRAFFIC	1,152.32
			TOTAL:	1,152.32
AMERICAN RENTALS	CONCRETE REPAIR 10651 CHES	GENERAL FUND	STREET MAINTENANCE	214.77
			TOTAL:	214.77
ASAP DOOR INC		GENERAL FUND	BUILDING MAINTENANCE	4,636.00
			TOTAL:	4,636.00
BARBARA BANNERMAN	YOGA WITH BARBARA	GENERAL FUND	SPECIAL CLASSES	261.56
			TOTAL:	261.56
BEE REMOVERS	BEE REMOVAL	GENERAL FUND	STREET MAINTENANCE	165.00
			TOTAL:	165.00
BIG TOP RENTALS	STREET FAIR EQUIPMENT	GENERAL FUND	SPECIAL EVENTS	3,890.34
			TOTAL:	3,890.34
CAMERON WELDING	WELDING AND SHOP SUPPLIES	GARAGE FUND	GARAGE	176.86
			TOTAL:	176.86
CANTINE LEARNING ACADEMY LLC	PUPPY TEAM HANNERS	GENERAL FUND	SPECIAL CLASSES	131.55
	BASIC HANNERS 1	GENERAL FUND	SPECIAL CLASSES	359.76
	BASIC HANNERS 1	GENERAL FUND	SPECIAL CLASSES	263.50
			TOTAL:	754.81
CANON FINANCIAL SERVICES, INC.	METER USAGE 08/21 & CONTRA	GENERAL FUND	RECREATION ADMINISTRATION	417.01
			TOTAL:	417.01
JHM SUPPLY, INC.	SPRINKLER HEADS/ NOZZLES	GENERAL FUND	STREET MAINTENANCE	1,313.69
	ISLAND PROJECT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	476.27
	KATELLA ISLAND OT PROJECT	GENERAL FUND	STREET MAINTENANCE	76.69
	KATELLA ISLAND PROJECT	GENERAL FUND	STREET MAINTENANCE	112.60
	KATELLA ISLAND PROJECT SUP	GENERAL FUND	STREET MAINTENANCE	173.13
	IRRIGATION HARD WATER PUMP	GENERAL FUND	PARK MAINTENANCE	587.24
			TOTAL:	2,739.62
CHARLES ABBOTT ASSOCIATES, INC.	PROF. SVCS. 06/21	GENERAL FUND	COMMUNITY DEVELOPMENT ADMIN	2,800.00
	BUILDING & SAFETY SVCS. 08	GENERAL FUND	BUILDING INSPECTION	19,940.76
	NPDES INSPECTION- A. CHRIS	GENERAL FUND	NPDES	184.00
			TOTAL:	22,924.76
CHRISTOPHER MATHIEU	RACE LOS AL ANNOUNCER	GENERAL FUND	SPECIAL EVENTS	1,000.00
			TOTAL:	1,000.00
CITY OF CYPRESS	WCJP- FY 21/22 2ND INSTALL	GENERAL FUND	COMMUNICATIONS TECHNOLOGY	175,988.34
			TOTAL:	175,988.34

WARRANT 10/06/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CIVICPLUS. LLC	HR PLATFORM APPLICATION TR AMERICAN RESCUE PL INVALID DEPARTMENT		TOTAL:	8,541.75
				8,541.75
COUNTY OF ORANGE TREASURER-TAX	OC AFIS - 09/2021	GENERAL FUND	COMMUNICATIONS TECHNOL	453.00
			TOTAL:	453.00
COUNTY OF ORANGE	CLOSE OUT CASES AGREEMENT	CORONAVIRUS RELIEF	INVALID DEPARTMENT	11,876.81
	CLOSE OUT SUBRECIPIENT	CORONAVIRUS RELIEF	INVALID DEPARTMENT	37,000.00
			TOTAL:	48,876.81
CROSSSTOWN ELECTRICAL & DATA, INC.	ADJUSTED SENSITIVITY	GENERAL FUND	STREET MAINTENANCE	50.50
	REPLACE CONDUIT/ STOP SIGN	GENERAL FUND	STREET MAINTENANCE	127.80
	RE-ROUTED STREET LIGHTS	GENERAL FUND	STREET MAINTENANCE	117.00
			TOTAL:	303.30
CROWN TROPHY	RACE LOSAL MEDALS	GENERAL FUND	SPECIAL EVENTS	951.56
			TOTAL:	951.56
DANIELS TIRE SERVICE	PD DEPARTMENT TIRES	GARAGE FUND	GARAGE	759.78
			TOTAL:	759.78
DARSHINI AITHAL	VIRTUAL ART CAMP BEG.	GENERAL FUND	SPECIAL CLASSES	236.60
	CARTOONING/ CHARACTER CAMP	GENERAL FUND	SPECIAL CLASSES	343.20
			TOTAL:	589.80
DATA TICKET, INC.	JULY 2021 CITATIONS/PROCES	GENERAL FUND	TRAFFIC	308.07
			TOTAL:	308.07
DEANGELO GOSSETT	EXPENSE REIMB. TRAINING -8	GENERAL FUND	POLICE ADMINISTRATION	72.55
			TOTAL:	72.55
EMPLOYMENT DEVELOPMENT DEPT.	EMPLOYMENT DEVELOPMENT DEP SELF INSURANCE TRU	INSURANCE	TOTAL:	589.80
				589.80
ENTERPRISE FM TRUST	LEASE CHARGE FORD TRAN 8/2	GARAGE FUND	GARAGE	708.89
	LEASE CHARGE FORD F-15 8/2	GARAGE FUND	GARAGE	513.04
			TOTAL:	1,227.93
ZWING	STAKES FOR NEWLY PLANTED T	GENERAL FUND	STREET MAINTENANCE	151.69
	SPRINKLER HEADS/ SUPPLIES	GENERAL FUND	STREET MAINTENANCE	907.27
			TOTAL:	1,058.96
CARRI FOX	LINE DANCE 09/01	GENERAL FUND	SPECIAL CLASSES	7.00
	LINE DANCE 09/08	GENERAL FUND	SPECIAL CLASSES	10.50
	LINE DANCE 09/19	GENERAL FUND	SPECIAL CLASSES	14.00
	LINE DANCE 09/22	GENERAL FUND	SPECIAL CLASSES	28.00
			TOTAL:	59.50
GANRAHL LUMBER COMPANY	GRAFTITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	62.60
	SUPPLIES FOR STREET REPAIR	GENERAL FUND	STREET MAINTENANCE	60.11
	GRAFTITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	134.83
	STREET MAINTENANCE SUPPLIE	GENERAL FUND	STREET MAINTENANCE	38.80
	BUILDING MAINTENANCE SUPPL	GENERAL FUND	BUILDING MAINTENANCE	32.51
	BUILDING MAINT. SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	29.02
	MAINTENANCE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	92.53
	COLD ASPHALT- WATER LEAK P	GENERAL FUND	BUILDING MAINTENANCE	544.25

WARRANT 10/06/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GEORGE HILLS COMPANY, INC.	STREET FAIR SUPPLIES	GENERAL FUND	SPECIAL EVENTS	6.00
	STREET FAIR SUPPLIES	GENERAL FUND	SPECIAL EVENTS	15.82
	TOTAL:			1,003.66
SOGOV, INC.	ADMIN FEES/ CLAIM MGMT 05/	GENERAL FUND	NON-DEPARTMENTAL	1,233.33
	GO REQUEST AND GO ENFORCE	GENERAL FUND	COMMUNITY DEVELOPMENT	1,233.33
	TOTAL:			2,466.66
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	3,342.09
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	1,107.92
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	1,056.17
HDL COREN & CONE	2020-2021 ACER STATISTICAL	GENERAL FUND	FINANCE	795.00
	TOTAL:			795.00
JACK CRISWOLD	CPR ADULT CHILD AND INFANT	GENERAL FUND	SPECIAL CLASSES	61.10
	FIRST AID	GENERAL FUND	SPECIAL CLASSES	73.45
	TOTAL:			134.55
HI-WAY SAFETY, INC.	STOP SIGNS OLD TOWN WEST	GENERAL FUND	STREET MAINTENANCE	2,706.70
	NO PARKING SIGNS CONSTRUCT	GENERAL FUND	STREET MAINTENANCE	205.73
	NO PARKING SIGNS	GENERAL FUND	STREET MAINTENANCE	311.24
JARED S. LLOYD	HOME COURT EDGE BASKETBALL	GENERAL FUND	SPORTS	814.40
	TOTAL:			814.40
PACIFIC SECURED EQUITIES, INC.	WC IPA SVCS. OCT-2021	SELF INSURANCE IRV	INSURANCE	1,125.00
	TOTAL:			1,125.00
JAN BAIKIN	SILVER SENIOR FITNESS 09/2	GENERAL FUND	SPECIAL CLASSES	19.50
	SILVER SENIOR FITNESS 09/2	GENERAL FUND	SPECIAL CLASSES	13.00
	FIT FOR YOU WORKOUT 9/23	GENERAL FUND	SPECIAL CLASSES	6.50
JOHNATHAN KROK	FIT FOR YOU WORKOUT	GENERAL FUND	SPECIAL CLASSES	321.75
	FIT FOR YOU WORKOUT	GENERAL FUND	SPECIAL CLASSES	653.58
	TOTAL:			1,014.00
KESTER CORPORATION	SUPERVISOR LEADERSHIP EXPE	GENERAL FUND	POLICE ADMINISTRATION	96.40
	SUPERVISOR LEADERSHIP EXPE	GENERAL FUND	POLICE ADMINISTRATION	125.24
	TOTAL:			221.64
KEVIN GARRETT	SUPPLIES/ REPAID	GENERAL FUND	STREET MAINTENANCE	36.53
	TOTAL:			36.53
KEVIN GARRETT	PEE WEE TENNIS TUESDAY	GENERAL FUND	SPECIAL CLASSES	396.76
	YOUTH BEG. TENNIS TUESDAY	GENERAL FUND	SPECIAL CLASSES	818.05
	YOUTH BEG. TENNIS WEDNESDA	GENERAL FUND	SPECIAL CLASSES	365.95
KEVIN GARRETT	ADULT BEG. TENNIS WEDNESDA	GENERAL FUND	SPECIAL CLASSES	324.35
	YOUTH BEG. TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	413.40
	YOUTH INTERM TENNIS THURSD	GENERAL FUND	SPECIAL CLASSES	324.36
KEVIN GARRETT	PEE WEE TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	323.70
	YOUTH BEG. TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	365.95
	YOUTH INTERM TENNIS SATURD	GENERAL FUND	SPECIAL CLASSES	460.85

WARRANT 10/06/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KIMBERLY ESKOND	PARENT & ME CREATIVE MOVEM	GENERAL FUND	SPECIAL CLASSES	224.90
	PARENT & ME CREATIVE MOVEM	GENERAL FUND	SPECIAL CLASSES	161.20
	PARENT & ME CREATIVE MOVEM	GENERAL FUND	SPECIAL CLASSES	165.75
	BALLET, TAP AND JAZZ	GENERAL FUND	SPECIAL CLASSES	198.90
	BALLET, TAP AND JAZZ	GENERAL FUND	SPECIAL CLASSES	222.95
	BALLET, TAP AND JAZZ	GENERAL FUND	SPECIAL CLASSES	220.35
	FROZEN PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	99.45
	FROZEN PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	196.95
	FROZEN PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	555.75
	BEGINNING BALLET	GENERAL FUND	SPECIAL CLASSES	99.45
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	220.35
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	165.10
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	95.95
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	337.35
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	196.95
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	220.35
	POP STAR HIP HOP	GENERAL FUND	SPECIAL CLASSES	161.20
			TOTAL:	3,542.50
LEADSONLINE LLC	LEADSONLINE PRG -DETECTIVE	GENERAL FUND	INVESTIGATION	1,881.00
			TOTAL:	1,881.00
LISA DILLON	MEETINGS/REP GRANT WRITING	GENERAL FUND	COMMUNITY DEVEL ADMIN	850.00
	MEETINGS/ REP GRANT WRITIN	GENERAL FUND	COMMUNITY DEVEL ADMIN	950.00
			TOTAL:	1,800.00
LOWE'S	PRESCHOOL LIGHTING SUPPLIE	GENERAL FUND	BUILDING MAINTENANCE	28.58
	MAINTENANCE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	31.44
			TOTAL:	60.02
MAD SCIENCE OF W. ORANGE COUNTY	LITTLE SCIENCE PRESCHOOL 1	GENERAL FUND	SPECIAL CLASSES	962.66
	NASA SPACE ACADEMY	GENERAL FUND	SPECIAL CLASSES	707.85
	ROLLERCOASTER ROBOTICS	GENERAL FUND	SPECIAL CLASSES	988.00
			TOTAL:	2,688.40
MISC. VENDOR	SAMANTHA AILA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	230.00
	NAJMA ALIQUARAB:REFUND	GENERAL FUND	NON-DEPARTMENTAL	238.00
	HELEN BUTAPEICH:REFUND	GENERAL FUND	NON-DEPARTMENTAL	125.00
	DAVID BUTTERTHORTH:REFUND	GENERAL FUND	NON-DEPARTMENTAL	48.00
	CINDY JEN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	144.00
	CINDY JEN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
	HEATHER HOGAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	96.00
	RON KIRKPATRICK:REFUND	GENERAL FUND	NON-DEPARTMENTAL	40.00
	ANITA DIANA RAMALINGAM	GENERAL FUND	NON-DEPARTMENTAL	138.00
	BRENDA SCHVANEVELDT	GENERAL FUND	NON-DEPARTMENTAL	8.00
	DIANA VALENZUELA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	297.00
	YEN NGUYEN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	485.00
	A LA WAFFLE:REIMB	GENERAL FUND	SPECIAL EVENTS	291.00
	ANGELINA'S FAMOUS PIZZA:RE	GENERAL FUND	SPECIAL EVENTS	268.00
	DOMINOS PIZZA:REIMB	GENERAL FUND	SPECIAL EVENTS	103.95
	FB OF SOUTHERN CALIFORNIA:	GENERAL FUND	SPECIAL EVENTS	253.00
	JIMMY JOHNS:REIMB	GENERAL FUND	SPECIAL EVENTS	284.00
	TACO SURF CANTINA INC:REIM	GENERAL FUND	SPECIAL EVENTS	293.00
	TEOFILO COFFEE COMPANY:REI	GENERAL FUND	SPECIAL EVENTS	256.00

WARRANT 10/06/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
EDDIE CHENG CORPORATIO	EDDIE CHENG CORPORATION:RE	GENERAL FUND	SPECIAL EVENTS	258.00
			TOTAL:	3,867.95
MIKE PLANT & ASSOCIATES, INC.	BANNER FOR BIKES & BITES	GENERAL FUND	SPECIAL EVENTS	229.24
	BANNER FOR STREET FAIR	GENERAL FUND	SPECIAL EVENTS	2,163.13
			TOTAL:	2,392.37
MUSCO SPORTS LIGHTING, LLC	CONTROL-LINK SYSTEM	GENERAL FUND	SPORTS	12,814.88
			TOTAL:	12,814.88
NESTOR RODRIGUEZ	EXPENSE REIMBURSEMENT 09/3	GENERAL FUND	POLICE ADMINISTRATION	67.05
			TOTAL:	67.05
COMMUNITY MEDIA CORP.	RACE LOS AL/ STREET FAIR A	GENERAL FUND	SPECIAL EVENTS	650.00
			TOTAL:	650.00
NORM'S AUTO COLLISION CENTER, INC.	PW TRUCK DOOR REPAIR	CARPACE FUND	CARPACE	1,565.20
			TOTAL:	1,565.20
NORTH STAR LAND CARE	LANDSCAPE SVCS- 4TH OF JUL	GENERAL FUND	PARK MAINTENANCE	6,300.00
	LANDSCAPE MAINT.. 09/2021	GENERAL FUND	PARK MAINTENANCE	7,079.66
			TOTAL:	13,379.66
ONYX PAVING COMPANY INC	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	7,066.34
	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	7,432.38
	SUBURBIA STREET PROJECT	GAS TAX	CAPITAL PROJECTS	157,324.75
	GAX TAX	GAS TAX	CAPITAL PROJECTS	148,647.64
			TOTAL:	290,673.77
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,111.95
			TOTAL:	1,111.95
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK LITTLE CO	GENERAL FUND	PARK MAINTENANCE	525.00
			TOTAL:	525.00
PLACEWORKS, INC.	PROF. SVCS	GENERAL FUND	CAPITAL PROJECTS	4,670.60
	PROF. SVCS- GENERAL PLAN	GENERAL FUND	CAPITAL PROJECTS	27,796.34
			TOTAL:	32,466.94
POWERTRIP RENTALS, LLC	EQUIP. SERVE LOS AL 2021	GENERAL FUND	SPECIAL EVENTS	1,132.80
			TOTAL:	1,132.80
MULTI SERVICE TECHNOLOGY SOLUTIONS, IN		GENERAL FUND	PARK MAINTENANCE	235.24
			TOTAL:	239.24
RICHARD ALLEN CHUNG	SCREEN FOR MUSIC & MOVIE	GENERAL FUND	SPECIAL EVENTS	4,098.00
			TOTAL:	4,098.00
MCKENZIE RICKS	BEG. COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	206.70
			TOTAL:	206.70
ROBERT PETERSON	RACE LOS AL PROMOTION	GENERAL FUND	SPECIAL EVENTS	600.00
			TOTAL:	600.00
CHERYL J. SCHWITZER	LINE DANCING 05/13/21	GENERAL FUND	SPECIAL CLASSES	101.40
	LINE DANCING 05/20/21	GENERAL FUND	SPECIAL CLASSES	50.70

WARRANT 10/06/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SIR SPEEDY	BUSINESS CARDS- C. WILSON	GENERAL FUND	ADMINISTRATION	152.10
			TOTAL:	
			ADMINISTRATION	51.35
			TOTAL:	51.35
SITONE LANDSCAPE SUPPLY HOLDING, LLC	BACK FILL FOR CONCRETE PRO	GENERAL FUND	STREET MAINTENANCE	20.89
	PLANTS - LOS AL ISLANDS	GENERAL FUND	STREET MAINTENANCE	139.45
	SAFETY SUN HAT	GENERAL FUND	STREET MAINTENANCE	12.24
			TOTAL:	172.58
SOCAL AUTO & TRUCK PARTS INC.	PD UNIT 48-3 BULBS	GARAGE FUND	GARAGE	15.61
	FUSES FOR CARS	GARAGE FUND	GARAGE	45.47
	SHOP SUPPLIES	GARAGE FUND	GARAGE	4.08
	UNIT 48-1 OIL CHANGE	GARAGE FUND	GARAGE	119.59
	BATTERY TESTER	GARAGE FUND	GARAGE	237.05
	CODE ENFOR. TRUCK OIL CHAN	GARAGE FUND	GARAGE	27.10
			TOTAL:	448.90
SONSRAY MACHINERY		GARAGE FUND	GARAGE	59,983.70
			TOTAL:	59,983.70
ST. OF CALIFORNIA DEPT. OF JUSTICE	FINGERPRINTING (6) 06/2021	GENERAL FUND	NON-DEPARTMENTAL	256.00
			TOTAL:	256.00
SWANK MOTION PICTURES, INC.	REMEMBER THE TITANS	GENERAL FUND	SPECIAL EVENTS	395.00
	ZOOTOPIA- FILM AND FOOD FE	GENERAL FUND	SPECIAL EVENTS	395.00
	SPIDER MAN- FILM AND FOOD	GENERAL FUND	SPECIAL EVENTS	435.00
			TOTAL:	1,225.00
SANGEETA SWENDSON	HARRY POTTER AND HOGWARTS	GENERAL FUND	SPECIAL CLASSES	801.45
			TOTAL:	801.45
TIME WARNER CABLE	CABLE SVCS.	GENERAL FUND	ADMINISTRATION	66.29
	TIME WARNER CABLE	GENERAL FUND	COMMUNICATIONS TECHNOL	135.72
			TOTAL:	202.01
TRAUMA INTERVENTION PROGRAMS, INC.	TRAUMA SUPPORT SVCS FY 21/	GENERAL FUND	PATROL	1,509.60
			TOTAL:	1,509.60
VERIZON WIRELESS	MDC 1-8 7/11/21-8/10/21	GENERAL FUND	PATROL	304.08
	PD JETPACK 1c2 7/11/21-8/1	GENERAL FUND	DAIRPOL	76.03
	14-CELL PHONES 7/11/21-8/1	GENERAL FUND	PATROL	427.84
	3- DETECT. PHONES 7/11/21-	GENERAL FUND	INVESTIGATION	91.68
	CLO CHARGE 7/11/21-8/10/21	GENERAL FUND	COMMUNITY OUTREACH	40.56
			TOTAL:	940.18
MICHELE M. WILKOSZ	ADV. GUITAR 09/06/21	GENERAL FUND	SPECIAL CLASSES	11.70
	ADV. GUITAR 09/13/21	GENERAL FUND	SPECIAL CLASSES	17.65
	ADV. GUITAR 09/20/21	GENERAL FUND	SPECIAL CLASSES	23.40
			TOTAL:	52.65
POLLY WONACK	NEEDLECRAFTS	GENERAL FUND	SPECIAL CLASSES	200.85
			TOTAL:	200.85

WARRANT 10/06/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	319,376.46		
20	GAS TAX	305,972.39		
50	GARAGE FUND	104,576.37		
54	SELF INSURANCE TRUST	3,515.55		
55	CORONAVIRUS RELIEF FUND	48,876.81		
56	AMERICAN RESCUE PLAN ACT	8,541.75		
GRAND TOTAL:		790,859.33		

Retirees Medical Reimbursement

Date: October 01, 2021

Number of Transactions: 17

Total Batch: \$9,794.23

Payroll 09/17/2021

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	\$17,748.39	\$13,180.39	\$0.00	\$502.30	\$4,065.70	\$2,389.86	\$2,895.02	\$12,463.51	
10-512 Finance	\$8,011.96	\$4,732.40	\$84.36	\$2,073.00	\$1,122.20	\$675.84	\$811.59	\$6,524.53	
10-521 Police Administration	\$21,443.40	\$15,084.50	\$0.00	\$2,787.50	\$3,561.40	\$3,545.70	\$3,219.49	\$14,678.21	
10-522 Police- Patrol	\$74,026.93	\$49,843.35	\$15,486.63	\$5,200.65	\$3,496.30	\$11,271.03	\$12,146.26	\$50,609.64	
10-523 Police- Investigation	\$17,649.81	\$10,750.25	\$4,462.15	\$694.45	\$1,742.96	\$3,704.75	\$3,090.60	\$10,854.46	
10-524 Police- Records	\$4,956.72	\$3,636.50	\$0.00	\$25.31	\$1,294.91	\$350.54	\$681.74	\$3,924.44	
10-526 Police- Community Outreach	\$2,149.00	\$1,566.45	\$0.00	\$292.05	\$290.50	\$165.25	\$346.86	\$1,636.89	
10-528 Police- Traffic	\$1,881.85	\$0.00	\$0.00	\$0.00	\$1,881.85	\$90.57	\$69.84	\$1,721.44	
10-529 Police- Emergency Preparedness	\$2,640.00	\$0.00	\$0.00	\$0.00	\$2,640.00	\$0.00	\$702.63	\$1,937.37	
10-531 Development Services- Administration	\$10,923.36	\$7,752.44	\$399.36	\$1,018.56	\$1,753.00	\$1,404.14	\$2,210.75	\$7,308.47	
10-532 Development Services- Planning	\$4,972.90	\$2,763.60	\$0.00	\$0.00	\$2,209.30	\$616.64	\$620.49	\$3,735.77	
10-533 Development Services- Neighborhood Preservation	\$2,616.02	\$0.00	\$0.00	\$57.08	\$2,558.94	\$88.10	\$235.32	\$2,282.60	
10-542 Development Services- Street Maintenance	\$10,705.20	\$7,213.70	\$919.90	\$582.90	\$1,988.80	\$1,827.15	\$1,235.68	\$7,642.37	
10-543 Development Services- Park Maintenance	\$3,586.32	\$2,156.70	\$369.72	\$0.00	\$1,059.90	\$562.68	\$339.20	\$2,684.44	
10-544 Development Services- Facility Maintenance	\$3,789.64	\$1,591.20	\$318.24	\$265.20	\$1,615.00	\$318.69	\$366.26	\$3,104.69	
10-551 Recreation Administration	\$16,051.89	\$12,092.79	\$0.00	\$634.40	\$3,324.70	\$2,638.51	\$2,147.79	\$11,265.59	
10-556 Recreation- Sports	\$21,733.20	\$0.00	\$0.00	\$0.00	\$21,733.20	\$815.03	\$1,650.56	\$19,267.61	
TOTALS	\$225,809.79	\$133,287.47	\$22,040.26	\$14,143.40	\$56,338.66	\$30,531.73	\$32,783.48	\$162,494.58	

REGULAR INFEUT: 102 MANUAL INFEUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 101

BENEFITS & WITHHOLDINGS

	Employee	Employer
Fed Taxes	\$27,769.33	\$3,070.87
State Taxes	\$8,085.02	
ICMA	\$2,286.73	
LosAl Police Reserves	\$20.00	
PD Association	\$1,459.97	
LosAl Employees Assoc	\$320.00	
Nationwide - Full Time	\$1,889.32	
Nationwide - PT	\$2,437.36	\$1,218.68
PERS Deferred Comp	\$1,305.98	
PERS	\$38,820.87	\$24,077.41
AFLAC	\$0.00	
PERS Medical	\$61,263.01	
Delta Dental PPO	\$4,196.70	
Delta Dental HMO	\$365.66	
VSP Vision	\$843.80	
Standard Self Admin	\$1,497.30	
Standard Life Optional	\$422.90	
TOTALS	\$152,983.95	\$28,366.96

DEDUCTION GRAND TOTALS

	ABBY	EMPLOYEE
I-125	\$571.00	
I-129	\$398.47	
AFLPT	\$65.89	
CLOAN	\$200.56	
DCICM	\$2,138.28	
DCNW	\$1,889.32	
DCPRS	\$1,225.76	
DPFO1		\$286.55
DPFO2		\$222.65
DPFO3		\$667.90
DWMO1		\$8.11
DWMO3		\$108.15
DISAF	\$15.74	
DCLIC	\$148.45	
DCLPE	\$80.22	
LARAD	\$20.00	
LAEAD	\$320.00	
LIFE	\$190.62	
A LTD	\$91.60	
MDINS	\$5,738.43	
PRSEB	\$481.97	\$17,686.19
PRC2R	\$14.28	
PEPME	\$2,049.82	
PEPME		\$2,333.76
PEPSE	\$4,451.08	
PEPSR		\$4,466.18
POAS	\$1,459.97	
PRM8	\$1,650.48	
PRSMR		\$6,163.56
PRSSR	\$2,218.01	
PRSB4	\$2,028.76	
PRSAF	\$1,126.72	
PRM4	\$696.70	
PRMAF	\$1,218.68	
RT-PT	\$40.92	
SURVI		\$1,218.68
VISI1		\$79.80
VISI2		\$45.78
VISI3		\$123.48

Payroll 10/01/2021

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	\$18,421.88	\$15,135.06	\$0.00	\$502.30	\$2,784.52	\$2,410.24	\$2,972.32	\$13,039.32	
10-512 Finance	\$9,716.36	\$8,901.40	\$84.36	\$140.60	\$590.00	\$937.12	\$928.30	\$7,950.94	
10-521 Police Administration	\$22,110.00	\$21,549.40	\$0.00	\$90.60	\$470.00	\$3,545.70	\$3,429.63	\$15,134.67	
10-522 Police- Patrol	\$66,408.49	\$50,393.86	\$8,053.43	\$4,650.14	\$3,311.06	\$11,721.03	\$11,295.44	\$43,392.02	
10-523 Police- Investigation	\$17,393.18	\$12,038.40	\$4,205.52	\$0.00	\$1,149.26	\$3,704.75	\$3,076.98	\$10,611.45	
10-524 Police- Records	\$6,012.05	\$3,192.80	\$0.00	\$963.20	\$1,856.05	\$387.86	\$786.39	\$4,837.80	
10-526 Police- Community Outreach	\$2,149.01	\$2,057.63	\$0.00	\$66.38	\$25.00	\$165.25	\$346.86	\$1,636.90	
10-528 Police- Traffic	\$1,977.85	\$0.00	\$0.00	\$0.00	\$1,977.85	\$94.17	\$77.89	\$1,805.79	
10-529 Police- Emergency Preparedness	\$2,190.00	\$0.00	\$0.00	\$0.00	\$2,190.00	\$0.00	\$554.54	\$1,635.46	
10-531 Development Services- Administration	\$12,933.60	\$9,969.24	\$0.00	\$2,404.36	\$560.00	\$1,392.01	\$2,942.01	\$8,599.58	
10-532 Development Services- Planning	\$5,526.28	\$2,763.60	\$236.88	\$394.80	\$2,131.00	\$627.39	\$721.48	\$4,177.41	
10-533 Development Services- Neighborhood Preservation	\$2,684.78	\$0.00	\$0.00	\$0.00	\$2,684.78	\$100.68	\$226.19	\$2,357.91	
10-542 Development Services- Street Maintenance	\$12,817.65	\$8,586.20	\$3,047.25	\$324.20	\$860.00	\$1,827.15	\$1,694.02	\$9,346.48	
10-543 Development Services- Park Maintenance	\$4,233.33	\$2,464.80	\$1,016.73	\$0.00	\$751.80	\$562.68	\$460.04	\$3,210.61	
10-544 Development Services- Facility Maintenance	\$4,373.26	\$4,044.80	\$278.46	\$0.00	\$50.00	\$399.76	\$351.69	\$3,621.81	
10-551 Recreation Administration	\$19,609.89	\$17,864.80	\$0.00	\$0.00	\$1,745.09	\$3,616.93	\$2,523.83	\$13,469.13	
10-556 Recreation- Sports	\$22,414.65	\$0.00	\$0.00	\$139.88	\$22,274.77	\$840.56	\$1,944.64	\$19,629.45	
TOTALS	\$231,895.46	\$159,885.19	\$16,922.63	\$9,676.46	\$45,411.18	\$32,290.53	\$34,295.65	\$165,309.28	

REGULAR INPUT: 97 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 96

BENEFITS & WITHHOLDINGS

	Employee	Employer
Fed Taxes	\$28,903.55	\$3,152.48
State Taxes	\$8,546.61	
ICMA	\$3,561.73	
LosAl Police Reserves	\$20.00	
PD Association	\$1,459.97	
LosAl Employees Assoc	\$320.00	
Nationwide - Full Time	\$1,889.32	
Nationwide - PT	\$2,548.82	\$1,274.41
PERS Deferred Comp	\$1,305.98	
PERS	\$39,839.45	\$15,225.40
PERS	\$163.26	
AFLAC		
PERS Medical		
Delta Dental PPO		
Delta Dental HMO		
VSP Vision		
Standard Self Admin		
Standard Life Optional		
TOTALS	\$98,558.69	\$42,250.88
		\$29,040.94

DEDUCTION GRAND TOTALS

DESC	EARNINGS		DEDUCTIONS		DESC	TAXES	
	HRS	AMOUNT	ABBY	EMPLOYEE		EMPLOYER	EMPLOYEE
REG	3,948.17	\$159,885.19	I-125	\$558.87	FED W/H		\$22,598.59
PTRG	1,695.75	\$32,907.92	I-129	\$398.47	ST WH CA		\$8,546.61
PHEO	56.51	\$1,977.85	AFLEPT	\$65.89	MEDI		\$3,150.45
OT	108.00	\$4,663.68	CLOAN	\$200.56			
OTS	150.81	\$11,751.35	DCICM	\$3,413.28			
CTOT	8.00	\$507.60	DCNW	\$1,889.32			
CAR	0.00	\$950.00	DCPRS	\$1,225.76			
CELL	0.00	\$910.00	DPO1				
CERT	0.00	\$45.09	DPO2				
MEDR	0.00	\$4,550.00	DPO3				
SPAS	0.00	\$601.92	DDM1				
SPSK	0.00	\$340.40	DDM03				
OCWD	0.00	\$250.00	DISAF	\$15.74			
OCWE	0.00	\$160.00	DCLIC	\$148.45			
UNIF	0.00	\$125.00	DCLPE	\$80.22			
UN12	0.00	\$125.00	LARAD	\$20.00			
EAU	36.00	\$1,682.28	LAEAD	\$320.00			
EAA	48.00	\$-	LIFE	\$190.62			
COMA	65.00	\$-	A LTD	\$91.60			
FLHO	1.00	\$30.20	MDINS	\$5,738.43			
SICK	31.25	\$980.02	PRSB8	\$481.97			
VAC	110.33	\$4,634.36	PRC2R	\$14.28			
POST4	0.00	\$55.00	PEPME	\$2,396.48			
POST5	0.00	\$200.00	PEPMR				
POST6	0.00	\$150.00	PEPSE				
POST7	0.00	\$1,487.68	PEFSR	\$4,451.08			
POST8	0.00	\$575.12	POAS	\$1,459.97			
POVA	40.00	\$2,349.60	PRM8	\$1,650.48			
			PRSMR				
			PRSSR				
			PRSB4	\$2,218.01			
			PRSAF	\$2,028.76			
			PRMB4	\$1,222.72			
			PRNAF	\$696.70			
			RT-FT	\$1,269.16			
			SURVI	\$43.71			
			VISI1	\$79.80			
			VISI2	\$45.78			
			VISI3	\$123.48			

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – September 20, 2021

1. CALL TO ORDER

The City Council met in Regular Session at 5:06 p.m., Monday, September 20, 2021, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Chirco.

2. ROLL CALL

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

Absent: Council Members: Mayor Chirco

Present: Staff: Chet Simmons, City Manager
Wayne Byerley, Police Captain
Michael Daudt, City Attorney
Chris Kelley, City Engineer
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Acting Deputy City Manager
Eric R. Nunez, Police Chief
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Executive Coordinator

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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager
Authority: Government Code Section 54957

City Attorney Daudt read the items aloud.

RECESS

The City Council recessed into Closed Session at 5:07 p.m.

RECONVENE

The City Council reconvened in Regular Session at 6:19 p.m.

City Attorney Daudt stated there was no reportable action.

4. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Hasselbrink led the Pledge of Allegiance.

5. INVOCATION

Council Member Doby gave the Invocation.

6. PRESENTATION

A. Presentation of MADD Awards by Police Chief Eric Nunez to Officer DeAngelo Gossett (2019) and Detective Evan Flynn (2020)

Chief Nunez and Mayor Chirco presented Certificates to Officer Gossett and Detective Flynn.

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.

Ron Bengochea, Veteran, spoke in favor of item 11C.

Jody Roubanis, PTA member, spoke regarding Walk and Bike to School Day on October 6, 2021.

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 Human Relations Commission, two Orange County Mosquito and Vector Control District Board Meetings, and gave recommendations for Maley and Hassett, CPA, and Queen Massage. She thanked Staff for resolving a field usage issue and encouraged residents to thank uniformed personnel for their service.

Council Member Nefulda spoke regarding attendance at the West-Comm Board meeting, 911 Remembrance Ceremony and Serve Los Al Event, and the Street

Fair. He thanked Development Services Director Noda for his quick response to a citizens concern.

Council Member Bates spoke regarding attendance at the 911 Remembrance Ceremony and Serve Los Al event, Race Los Al and the Street Fair. He spoke regarding the Revenue and Taxation Committee discussions on property tax distribution and advised he would be attending the League of California Cities Annual Conference in Sacramento.

Mayor Pro Tem Hasselbrink spoke regarding attendance at the Casa Youth Shelters Poker Tournament and the upcoming Pacific Airshow in Huntington Beach.

Mayor Chirco spoke regarding attendance at the Orange County Sanitation District Board Meeting, Orange County Mayors' Breakfast with Supervisor Katrina, concerns regarding SB9 passage, Supervisor Foley's parade for Olympic athletes in her district, 911 Remembrance Ceremony and Serve Los Al Event, Glow in the Dark Run, Race Los Al, and the Street Fair.

9. ITEMS FROM THE CITY MANAGER

City Manager Simmons asked for and received a summary of the Week of Los Al Events from Recreation and Community Services Director Noda.

10. WARRANTS

Council Member Bates asked and received clarification on the following items:

- Page 2, Contract Instructor amount was for year to date
- Page 7, Bus transportation charge was for summer youth programs
- Page 7, Life Chubby is software for the preschool program check in
- Page 11, City of Brea/Communications technology is for countywide scheduling software

Motion/Second: Bates/Hasselbrink

Unanimously Carried: The City Council ratified the Warrants for the period from August 6, 2021 to September 3, 2021, in the amount of \$1,130,292.53.

ROLL CALL

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

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.

Mayor Pro Tem Hasselbrink spoke regarding item 11C.

Council Member Bates spoke regarding items 11B, 11D, 11F, and 11G.

Mayor Chirco received clarification that he may vote on the minutes in which he was absent if he had reviewed the meeting and minutes before hand.

Motion/Second: Doby/Bates

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

A. Approval of Minutes (City Clerk)

The City Council approved the City Council Special and Regular Minutes of August 16, 2021 and Special Minutes of August 17, 2021.

B. Mutual Aid Memorandum of Agreement (MOA) with County of Orange for COVID-19 Vaccination Effort (Police)

As a Mutual Aid responding agency with the County of Orange, the City of Los Alamitos incurred expenses related to the staffing of the COVID-19 Vaccination Points of Dispensing (POD) sites. Staff recommends approval of the Memorandum of Agreement (MOA) to assist in the recovery of these expenses.

Council Member Bates inquired to the amount that could be recouped.

City Manager Simmons advised this would be for reimbursement for City staffing of the vaccine Points of Destruction (PODS) with potential reimbursement of up to \$9,000.

The City Council:

1. Authorized the City Manager to execute a Mutual Aid Memorandum of Agreement (MOA) with the County of Orange; and,
2. Adopted Resolution No. 2021-19, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A MUTUAL AID AGREEMENT WITH THE COUNTY OF ORANGE FOR THE COVID-19 VACCINATION EFFORT".

C. Support of a Veteran's Cemetery at Gypsum Canyon in Anaheim Hills (Administration)

This item would allow Council to express formal support of the Orange County Veterans Cemetery in Anaheim Hills.

Mayor Pro Tem Hasselbrink provided a brief background on the item and stated support for the item. Council also stated their support.

The City Council adopted Resolution No. 2021-20, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DECLARING SUPPORT FOR THE ORANGE COUNTY VETERANS CEMETERY IN ANAHEIM HILLS".

D. Approval of three (3) Open-Ended (Equity) Lease Rate Agreements with Enterprise Management Inc., via the Sourcewell Competitive Purchasing Program (Development Services)

This report seeks approval of three (3) vehicle lease agreements with Enterprise Fleet Management Inc. (EFM), via the Sourcewell Competitive Purchasing Program (Contract #060618-EFM).

Council Member Bates and Staff discussed the City's Vehicle Replacement Program.

The City Council authorized the City Manager to lease three (3) fleet vehicles pursuant to the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) via the Sourcewell Competitive Purchasing Program for a Total Capitalized Vehicle Cost of \$79,319.02.

E. Notice of Completion (NOC) for the Fenley Drive Storm Drain Pump Station Project (CIP No. 19/20-01) (Development Services)

The Fenley Drive Storm Drain Pump Station Project (CIP No. 19/20-01) has been completed. The work included installation of two new pumps, rehabbing a block wall, and miscellaneous electrical work.

The City Council:

1. Accepted as complete the construction for the Fenley Drive Storm Drain Pump Station Project (CIP No. 19/20-01) to Cora Constructors, Inc.; and,
2. Directed the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorized Staff to release the 5% retention to the contractor, in the amount of \$14,381.81 thirty-five (35) days after recordation of the Notice of Completion.

F. Change of Street Name from Los Alamitos H.S. to Griffins Way (Development Services)

Consideration of renaming and replacing the overhead street name sign at Los Alamitos H.S., along Cerritos Avenue, to be renamed to Griffins Way.

City Council and Staff discussed the importance of receiving a request from the School Board to change the street name, Mayor Pro Tem Hasselbrink clarified she had requested the item, and the timing of the name change with the arterial street name project.

The City Council:

1. Adopted Resolution No. 2021-21, entitled, "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ORDERING A STREET NAME CHANGE FOR THE DRIVEWAY OF LOS ALAMITOS H.S. TO GRIFFINS WAY"; and,
2. Directed Staff to receive confirmation in writing from the Los Alamitos Unified School District for support of the change of street name.
3. Directed the City Clerk to provide copies of the adopted Resolution No. 2021-21 to the Orange County Board of Supervisors and to the Orange County Clerk; and,
4. Directed the City Clerk to provide a copy of the adopted Resolution No. 2021-21 to the County Surveyor of Orange County; and,
5. Directed the City Clerk to notify all emergency service providers of the street name change as approved; and,
6. Directed the City Engineer to cause the street name change to be reflected by appropriate signage.

G. Approve and Authorize the Joint Agreement for 800MHz Countywide Emergency Communications System (Development Services)

The 800 MHz Governance Committee has been working on re-drafting the 800 MHz Joint Agreement. After two years of work and input from project teams and executive stakeholders, the Governance Committee approved the new Joint Agreement, authorizing the Sheriff to present to the Orange County Board of Supervisors for approval. The new Joint Agreement was subsequently approved by the Orange County Board of Supervisors on June 22, 2021. The next step is for the Partnering Agencies to seek approval and adoption of the 800 MHz Joint Agreement. The new Joint Agreement provides improved guidelines for the enhanced operations and fiscal management of the 800 MHz Countywide Coordinated Communications System (CCCS). The new agreement also establishes Governance Committee Bylaws.

City Council and Staff clarified this item was not to upgrade the system but to modify the cost sharing of the agreement.

The City Council authorized the Mayor to execute the Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System.

12. PUBLIC HEARING

A. Ordinance No. 2021-03 – Single Family Residential Parking Requirement (Development Services)

During its August 25, 2021 meeting, the Planning Commission recommended approval of Zoning Ordinance Amendment (ZOA 20-02) amending Table 3-05 of Section 17.22.030 of the Los Alamitos Municipal Code. The proposed Ordinance would limit parking requirements for single family dwelling units to two enclosed garage spaces in any zone.

Director Noda summarized the staff report and answered questions from the City Council.

Mayor Chirco opened the Public Hearing. There being no one present wishing to speak, Mayor Chirco closed the Public Hearing.

City Council and Staff discussed the following:

- Definition of a bedroom
- Parking for multifamily housing
- Concerns regarding pending legislation SB9 and SB10
- New standards for parking would only be triggered if a remodel occurs
- Previous requirements for parking and additions
- Inability to require parking for Accessory Dwelling Units (ADU)
- Caution to avoid characterization of the composition of households when dealing with zoning and to focus on bedroom count

Motion/Second: Bates/Hasselbrink

Unanimously Carried: The City Council:

1. Introduced for first reading, read by title only, and waived further reading of Ordinance No. 2021-03, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2021-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 17.22.030, TABLE 3-05 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE PARKING STANDARDS FOR SINGLE FAMILY RESIDENTIAL UNITS (ZOA 21-02) (CITYWIDE) (CITY INITIATED)."

13. DISCUSSION ITEM

A. Economic Development Programs (Development Services)

City Council is presented with several economic development programs to assist with the economic recovery and build relationships with Los Alamitos businesses.

Development Services Director Noda summarized the staff report and gave a PowerPoint presentation.

City Council and Staff discussed the following:

- Request for specific project details to come back to Council
- Potential to coordinate delivered meals to parklet events
- Parklet can be moved to any location
- Estimated cost for Los Al Bucks accounts for all Bucks being cashed in
- Concern for administrative overview requirements of the Los Al Bucks program
- Possibility of a digital certificate or debit card
- Requirement for businesses to sign up for the Los Al Bucks program
- Clarification this program is funded by American Rescue Plan Act (ARPA) and not the City's general fund

Motion/Second: Doby/Chirco

Unanimously Carried: The City Council:

1. Discussed the economic development programs; and,
2. Authorized Staff to utilize American Rescue Plan Act (ARPA) for the proposed economic development programs.

14. ADJOURNMENT

The City Council adjourned at 7:53 p.m. in honor of Karl Stewart.

Mark Chirco, Mayor

Windmera Quintanar, MMC, City Clerk

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

SPECIAL MEETING – October 11, 2021

1. CALL TO ORDER

The City Council met in Special Session at 6:05 p.m., Monday, October 11, 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,

Absent: Council Members: Mayor Chirco

Present: Staff: Chet Simmons, City Manager
Wayne Byerley, Police Captain
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Michelle Muller, Management Analyst
Emeline Noda, Recreation and Community Services Director
Ron Noda, Acting Deputy City Manager
Eric R. Nunez, Police Chief
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Executive Coordinator

3. SPECIAL ORDERS OF THE DAY

A. Launch of Los Al Bucks Program (Development Services)

City Council is presented with the economic development program, Los Al Bucks, which is intended to promote shopping local and creating community connectivity.

Mayor Chirco opened the item for public comment. There being no one there wishing to speak, Mayor Chirco closed the item for public comment.

Development Services Director Noda summarized the staff report.

City Council and Staff discussed the following:

- Exclusion of the “4th Corner” as those business are part of the County of Orange
- Possibility of including non-profits
- Emphasis that program is funded by American Rescue Plan Act (ARPA) and not the City’s general fund
- Confirmation that businesses need to sign up to participate and acknowledge the terms of the agreement

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

1. Discussed Los Al Bucks; and,
2. Authorized staff to launch the Los Al Bucks program.

B. Selection of a Firm for Integrated Waste Management Services (RFP 2021-07) (Development Services)

This report recommends selection of a firm to provide Integrated Waste Management Services (RFP 2021-07).

Mayor Chirco opened the item for public comment and, with Council consensus, extended the Public Comment time from three minutes to five minutes.

David Marquez, Teamsters Local 396 Union Steward, spoke in favor of Republic Services. He indicated he has been a driver in Los Alamitos for over 15.5 years and had experience servicing the City's residents, business, and apartment buildings. He stated Republic Services felt like a part of the community and requested the Council consider keeping Republic Services as the City's waste hauler.

Manuel Gouveia, Municipal Manager for Republic Services, spoke regarding his involvement in the City of Los Alamitos and requested the Council consider negotiating with Republic as well. He expressed concern the proposed vendor may not be able to meet employee demand, carts/bins supply, compliance with SB1383, and sustaining the proposed rates. He stated Republic Services was a community partner that knew the streets of Los Alamitos and has the proper equipment to continue service. He requested Council enter into negotiations with Republic Services as well to ensure healthy competition and the best service for the City.

Isabella Rios, Republic Services, provided her background working with waste franchise agreements for the County of Orange. She stated compliance with SB1383 will be a challenging task for the entire industry with financial impacts and commended Staff on its outreach and education. She stated the median rate from all bidders in Orange County was \$24.32 and questioned the proposed bidder's rate of \$12.99.

Kori DeLeon spoke regarding financial solvency and the negative reviews Universal Waste Systems had online. She stated the importance of having a corporate partner to help businesses and residents navigate compliance issues. She stated support for Los Al Bucks. She spoke in favor of Republic Services as a corporate partner and the sponsorships provided to many City events. She spoke in favor of Republic Services customer service and community involvement and asked Council to factor these assets into its

decision.

Jackie Caplan Wiggins, Vice President of Freida's, spoke in favor of continuing service with Republic Services. She spoke in favor of Mr. Gouveia's service and responsiveness. She stated concern for the impact a change in waste hauler would have for her business including changing over bins and locks and time constraints. She stated support for continuing service with Republic Services.

Mark Blacdeburn, President of Universal Waste Systems, stated his company had worked hard to put together the proposal and introduced his sons and rout supervisors present that would be handling the Los Alamitos franchise if awarded. He advised the company had an excellent outreach team that would go through City to ensure the equipment and customers were ready for the transition. He stated the City would not be let down.

George Briggeman, Valley Vista Service, gave a brief background on his involvement with Los Alamitos. He questioned the low rates and stated concern the rates would be inflated after franchise award and advised he would lock in his rate for five years. He indicated the proposed rate was not sustainable when taken into account street sweeping and administrative fees and cautioned the commercial businesses would be subsidizing the rate. He advised Council to lock in the proposed rate and to forge the CPI. He advised his rate was sustainable.

Mayor Chirco closed the item for public comment.

Development Services Director Noda summarized the Staff report and answered questions from the City Council. He advised consultant Mike Balliet and Management Analyst Michelle Muller were available for questions as well.

Council Member Bates advised he had served on the Waste Hauler Selection Committee. He stated he believed Universal Waste could do the job and offered low competitive rates. He stated the operation was large enough to get the job done and believed it was a positive indication that the President and Vice President of the company were present. He stated Universal had a great safety record, experience in transitioning, the rate would be a financial benefit for Los Alamitos, and an excellent track record from references checked. He believed this was the best choice for Los Alamitos and felt the City would benefit from the competitive proposal.

City Council, Staff, and Mike Balliet discussed the following:

- Council Member Bates had not scored the proposers to avoid the perception of a conflict of interest as he would be voting on the item before Council and did not want to prejudice his vote

- Concern regarding the low rate
- Potential to negotiate with top proposers and interview with Council
- Support for the process and the Committee that had already reviewed the RFPs
- Clarification Ware Disposal was the lowest bidder and there were concerns regarding sustainability of their rates
- Process to review the rates included a matrix that incorporated services levels and new programs
- 88% of the Franchise Agreement is commercial customers with a very small residential aspect
- Universal Waste proposed an aggressive rate for the City possibly to obtain a franchise in Orange County
- Universal Waste provided a low competitive rate, but not so low that the work could not be performed
- Universal Waste owns its own facilities and has brand new mac trucks in its inventory
- Poor service levels with Republic Service prior to Mr. Gouveia's management of the franchise agreement
- Republic Services proposal would cost \$1.7million more per year
- Reassurance that the Committee had done a lot of research and asked a lot of question to provide this package and pricing to the Council tonight
- Clarification regarding exclusive and non-exclusive agreements
- Commercial rate is competitive allowing for a lower residential rate
- Support for locking in the rates during negotiations
- Universal has inventory of trucks and bins at their facilities that would allow for a timely transition
- Online reviews for Republic also had one star and were not an accurate factor
- Reference were contacted for Universal including City contacts, multifamily properties, and members in the construction trade and as a whole rated amount the highest
- Confident that the Universal could meet SB1382 compliance and brief explanation on the ORX equipment
- Support for ensuring compliance of RFP requirements (i.e. timely delivery of bins, mandate requirements) are integrated in the franchise agreement
- Clarification that review of the proposals was done in line with RFP requirements which did not include a factor for contract managers
- Support for Mr. Gouveia and the service he has provided
- Rate increases are built into the franchise agreement and usually based off of Consumer Price Index (CPI)

Mr. Baldeburn spoke regarding the guaranteed delivery he had received for the manufacturing of bins to ensure a timely transition and advised of reconditioned bin backup if needed. He spoke to the company's outreach team and advised every customer would be visited to ensure service levels

were met. He advised the proposed rate took into account the City as a whole and he'd be willing to guarantee the rate for two years. He stated he had provided a competitive sustainable rate and the company did not raise rates if it wasn't necessary. Universal Waste was looking to partner with the City long term and looked forward to being a part of the community. He believed the location of Universal's facilities would benefit the City and was confident he would meet diversion compliance required by SB 1383.

Motion: Hasselbrink

Motion died for lack of a Second: To negotiate with the recommended vendor, Universal Waste, and the incumbent, Republic Services.

Motion/Second: Bates/Nefulda

Motion Carried 4/1 (Hasselbrink voted no): The City Council:

1. Selected Universal Waste Systems to provide the City's Integrated Waste Management Services; and,
2. Authorized Staff to negotiate the terms of the agreement with Universal Waste Systems for the City Council's future consideration.

4. ADJOURNMENT

The City Council adjourned at 6:38 p.m.

Mark Chirco, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 18, 2021

ITEM NUMBER: 11B

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

**Presented By: Ron Noda, Acting Deputy City Manager
Michael Daudt, City Attorney**

**Subject: Adopt Ordinance No. 2021-03 – Single Family Residential
Parking Requirement**

SUMMARY

At its regular meeting of September 20, 2021, the City Council introduced for first reading Ordinance Number 2021-03. This document would adopt a Zoning Ordinance Amendment (ZOA 21-02) amending Table 3-05 of Section 17.22.030 of the Los Alamitos Municipal Code. The proposed Ordinance would limit parking requirements for single family dwelling units to two enclosed garage spaces in any zone.

RECOMMENDATION

Adopt Ordinance No. 2021-03, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 17.22.030, TABLE 3-05 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE PARKING STANDARDS FOR SINGLE FAMILY RESIDENTIAL UNITS (ZOA 21-02) (CITYWIDE) (CITY INITIATED).”

BACKGROUND

On November 18, 2019, the City Council approved Zoning Ordinance Amendment (ZOA) 17-04, a comprehensive update of Title 16 (Subdivisions) and Title 17 (Zoning) and the Los Alamitos Municipal Code (LAMC). This 2019 Code Update made off-street parking requirements for single-family dwelling uniform across all residential zones. Currently, Table 3-05 of Section 17.22.030 of the LAMC requires “2 covered spaces for each dwelling unit for units with up to 4 bedrooms. For units with 5 or more bedrooms, 3 covered spaces.”

On June 23, 2021, the Planning Commission initiated a Zoning Ordinance Amendment by recommending to the City Council that the parking requirements for single-family dwellings in all residential zoning districts be reduced to a maximum of two (2) covered parking spaces per dwelling, irrespective of total bedroom count. On September 20,

2021, the City Council conducted a first reading of the proposed Ordinance. Tonight, this item, through the attached draft ordinance, is recommended for City Council adoption.

DISCUSSION

If approved by the City Council, proposed Ordinance No. 2021-03, would amend Table 3-05 of LAMC § 17.22.030 to read as follows:

Table 3-05: Parking Requirements by Use

Use Classification	Required Parking Spaces
RESIDENTIAL	
Single-Family Dwelling	2 covered spaces

NOTICE

A Notice of Public Hearing for this item was posted at City Hall on September 8, 2021 and published in the News Enterprise on September 8, 2021 as a 1/8th of a page notice.

FISCAL IMPACT

None.

Submitted by: Michael Daudt, City Attorney
Reviewed by: Ron Noda, Acting Deputy City Manager
Approved by: Chet Simmons, City Manager

Attachment: 1. Ordinance No. 2021-03

ORDINANCE NO. 2021-03**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 17.22.030, TABLE 3-05 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING PARKING REQUIREMENTS FOR SINGLE FAMILY DWELLING UNITS (ZOA 21-02) (CITY INITIATED)**

WHEREAS, on November 18, 2019, the City Council approved Zoning Ordinance Amendment (ZOA) 17-04, a comprehensive update of Title 16 (Subdivisions) and Title 17 (Zoning) and the Los Alamitos Municipal Code (LAMC) ("2019 Code Update"); and,

WHEREAS, prior to the 2019 Code Update the off-street parking requirements for single family dwelling units varied between the R-1, R-2 and R-3 residential zoning districts; and,

WHEREAS, the 2019 Code Update made off-street parking requirements for single family dwelling units uniform across all residential zones; and,

WHEREAS, as modified by the 2019 Code Update Table 3-05 of Section 17.22.030 of the LAMC requires "2 covered spaces for each dwelling unit for units with up to 4 bedrooms. For units with 5 or more bedrooms, 3 covered spaces"; and,

WHEREAS, on June 23, 2021, the Planning Commission expressed concern that the Table 3-05 parking requirements are inconsistent with the direction provided by the Planning Commission to staff and the City's planning consultant during the 2019 Code Update drafting phase. Therefore, the Planning Commission initiated ZOA 21-02 and directed staff to return with a resolution recommending the parking requirements for single family dwelling units in all residential zoning districts be reduced to a maximum of two (2) covered parking spaces per dwelling, irrespective of total bedroom count; and,

WHEREAS, on August 25, 2021, the Planning Commission opened a duly noticed Public Hearing concerning this proposed code amendment, and recommended City Council approval of this Ordinance; and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning the proposed code amendment on September 16, 2021; and,

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

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

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

herein by reference.

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

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

ZOA 21-02 does not conflict with any of the actions, goals, objectives, or policies of the General Plan and will not create any inconsistencies with the Zoning Code. This Ordinance provides for consistent application of the City's parking requirements for single-family dwelling units in all zoning districts and irrespective of total bedroom count.

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

ZOA 21-02 will enhance the public convenience, health, interest, safety, and welfare of the City by enacting an easily understood and universally applied parking requirements for single-family dwelling units in all zoning districts and irrespective of total bedroom count.

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

ZOA 21-02 makes textual revisions to the Zoning Code that will not result in any physical change to the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b) (3) – the project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

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

ZOA 21-02 is internally consistent with other applicable provisions of the Zoning Code.

SECTION 3. Table 3-05 (Parking Requirements by Use) of Section 17.22.030 (Required Parking Spaces) of Division 3 (Site Planning and General Development Standards) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended

to restate the required parking spaces for single-family dwellings as follows:

Use Classification	Required Parking Spaces
RESIDENTIAL	
Single-Family Dwelling	2 covered spaces

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 18th day of October, 2021.

Mark A. Chirco, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2020-03 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 20th day of September, 2021 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 18th day of October, 2021, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 18, 2021

ITEM NUMBER: 11C

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

Presented By: Chelsi A. Wilson, Administrative Services Manager

Subject: Amendment No. 1 to Professional Services Agreement with Bordin Semmer LLP for Defense Counsel

SUMMARY

The purpose of this report is to seek approval to amend the Professional Services Agreement with Bordin Semmer LLP, extending the term to October 18, 2023 for as-needed outside legal defense counsel.

RECOMMENDATIONS

Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Bordin Semmer LLP, extending the term to October 18, 2023 for as needed outside legal defense counsel.

BACKGROUND

George Hills, our third-party liability claims administrator, recommended the City retain Bordin Martorell LLP in 2017. On April 17, 2017 the City entered into a Professional Services Agreement with Bordin Martorell LLP. Bordin Martorell LLP has since changed its name to Bordin Semmer LLP. Staff is seeking approval to extend the agreement with Bordin Semmer LLP to represent the City in various claims or lawsuits.

DISCUSSION

The City recommends that the agreement be extended through October 18, 2023. The law firm of Bordin Semmer LLP, formally Borden Martorell LLP, are competent defense counsel who have been successful in working with the City of Los Alamitos and George Hills in the past.

Joshua Bordin-Wosk's practice is focused on government entity defense. Throughout his years as a litigator, he has represented various counties, cities, and school districts in Southern California. Staff recommends that the agreement be extended through October 18, 2023. There is no rate change request at this time.

FISCAL IMPACT

Sufficient funds for third-party claims administration have been included within the Fiscal Year 2021-22 Budget.

Submitted by: Chelsi A. Wilson, Administrative Services Manager

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

*Attachments: 1. Amendment No. 1 Bordin Semmer LLP
2. Professional Services Agreement Bordin Semmer LLP*

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
City of Los Alamitos / Bordin Semmer LLP

This Amendment No. 1 to Professional Services Agreement (“Amendment”) is made and entered into on this 18 day of October, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, Bordin Semmer LLP, a Firm,

RECITALS

A. City and Firm entered into that certain Professional Services Agreement for Defense Services on August 20, 2018 (“Agreement”), which is incorporated herein by this reference.

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

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

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

“3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period beginning on August 20, 2018 and ending on October 18, 2023, unless extended by mutual written agreement of the Parties.”

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 Chirco
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

Bordin Semmer LLP

By: _____
Joshua Bordin-Wosk

PROFESSIONAL SERVICES AGREEMENT
City of Los Alamitos / Bordin Semmer LLP

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this 20th day of August 2018 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and Bordin Semmer LLP, a Firm, ("Consultant"). City and Firm are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that it requires the services of a qualified firm to provide Defense of City against various claims filed against the City by individuals and/or entities ("Project").

B. Firm has submitted to City a written proposal, dated August 7, 2018, to provide Defense Services for the Project.

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

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

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

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the Firms Proposed Retainer Agreement Proposal, dated August 7, 2018, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed One-Hundred-Thousand Dollars (\$100,000.00). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of August 20, 2018 ending on August 20, 2020, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly

employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are

cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

8.6 Termination for Default of Firm.

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

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

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

10. MISCELLANEOUS PROVISIONS

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

10.2 Patent and Copyright Infringement.

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

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

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

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

To City:

Bret M. Plumlee, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
bplumlee@cityoflosalamitos.org

With copy to:

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

To Firm:

Bordin Semmer LLP
Joshua Bordin-Wosk
6100 Center Drive, Suite 1100
Los Angeles, CA 90045
jbordinwosk@bordinsemmer.com

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

or their respective successors, assigns, or grantees.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

"City"

City of Los Alamitos

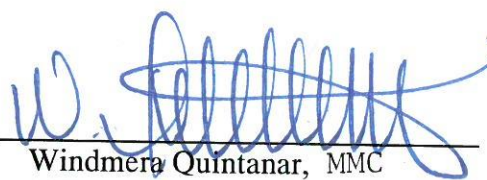
By: 
Warren Kusumoto, Mayor Pro Tem
for Troy D. Edgar, Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By: 
Michael S. Daudt
City Attorney

ATTEST:

By: 
Windmer Quintanar, MMC
City Clerk

"Firm"

Bordin Semmer LLP

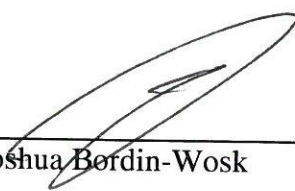
By: 
Joshua Bordin-Wosk

EXHIBIT "A"

FIRM'S PROPOSAL/ SCOPE OF SERVICES

DATED: August 20, 2018

RETAINER AND DEPOSIT AGREEMENT

This Agreement is entered into by and between the City of Los Alamitos (hereinafter referred to as "Client") and Bordin Semmer, a Limited Liability Partnership (hereinafter referred to as "Attorney").

Client hereby retains Attorney with respect to providing Defense services and related services.

Client agrees to pay Attorney for all services rendered by Attorney or their agent(s) on behalf of Client, as well as for all costs and out-of-pocket expenses incurred by Attorney or their agent(s) on behalf of Client. Attorney's fees will be billed monthly with fees charged on an hourly basis at a rate of \$185.00 per hour.

Fees shall be for services rendered by Attorney for Client including, but not limited to: preparation, review and revision of documents and pleadings, attending depositions, court appearances, consultations, conferences, negotiations, research, telephone calls, correspondence, travel time and all other services which in the judgment of Attorney are necessary, proper, convenient or required for the prosecution, defense, representation, disposition or disposal of the matter for which Attorney is herein retained.

Client grants to Attorney the authority to perform services on their behalf, and to do all things which Attorney, in its discretion, may deem necessary, appropriate or advisable including, but not limited to: advising, consulting, negotiating, instituting, defending or maintaining lawsuit(s), action(s) or any other legal proceeding(s), and negotiating settlement.

Attorney reserves the right to request Client's advance deposit and/or direct payment of any cost item. Any direct cost item in an amount greater than \$500.00 will require Client's authorization before being incurred. Costs and out-of-pocket expenses include but are not limited to: filing fees, investigators, accountants, consultants and other expert fees, document duplication, long distance telephone calls, travel and parking costs, messenger services and postage. Costs for court reporting services will be billed directly by the reporter as may be designated by Attorney, which vendors are third-party beneficiaries under this Agreement. The same billing arrangements and related third-party beneficiary status shall also apply to videographer's services billed directly to the Client by the videographer. Client agrees that all amounts due to Client upon settlement or judgment shall be paid after all related vendor invoices have been submitted to Attorney and paid.

Each month Attorney will send Client a statement of charges for legal services and costs advanced. Attorney will make every effort to fully describe each service performed and cost item advanced. Attorney's minimum time charges reflected on Client's monthly statements shall be one-tenth of an hour. The ending balance ("balance due") on each statement will show the legal services and the cost advances charged by Attorney. Monies

owed by Client to Attorney are due within thirty (30) days of mailing of Attorney's statement.

Client's obligation to pay is not contingent upon results as results may vary given the strength of the case and quality of adverse counsel. Client understands and hereby acknowledges that Attorney has made no guarantees, warranties or predictions regarding the outcome, success or results of any proceedings relating hereto, whether brought by Attorney or defended by Attorney, and all discussions involving Attorney's representation of Client herein is a matter of Attorney's opinion only based upon the facts as stated by Client to Attorney. Neither has Attorney made any representation as to the total amount of fees, costs and out-of-pocket expenses that will be incurred as those figures will necessarily depend on the time that is required to be devoted to the matter, which may also be affected by the tactics and actions taken by the opposing party. Client acknowledges that fees and costs as well as estimates thereof may be affected considerably by the approach others take to the matter such as indulging in excessive discovery, filing unnecessary or inappropriate motions, seeking continuances, or failure to comply with discovery, as well as many other factors. Client also acknowledges Attorney's disclosure to Client of the possibility that Client may be required to reimburse the opposing party's attorneys' fees and costs, or a portion thereof, in the event the dispute and related litigation is resolved in favor of the opposing party, as well as court-ordered sanctions resulting from motions brought or defended on Client's behalf. Under such circumstances, Client shall be solely responsible for payment of the Attorney's fees, costs and/or sanctions so awarded, if any.

Both Attorney and Client agree to use their best efforts in furthering the purposes of this Agreement. Client shall always have the right to discharge Attorney and to employ other counsel. Attorney shall also have the option to withdraw from this Agreement at any time if: (1) the financial obligations set forth above are not met by Client, (2) Client has misrepresented or failed to disclose material fact(s) to Attorney, (3) Client fails to be present when required, or (4) Client in any other manner impairs or adversely affects the representation of Client by Attorney. In the event that any of the aforesaid events occur, Client and Attorney agree to execute a Substitution of Attorney at the other's request.

Absent further instruction from Client, Attorney will maintain Client's files relative to this matter for a period of six (6) months following conclusion of Attorney's services hereunder, at which time the files may be disposed of without further notice to Client. Client may ask that its files be forwarded to Client at any time prior to the six (6) month anniversary or thereafter if they have not already been disposed of.

Each party who executes this Agreement thereby represents that he/she has the authority to enter into this Agreement and bind the parties hereto. Any controversy between the parties regarding the construction or application of this Agreement, and all claims for damages or other relief based upon or pertaining to this Agreement or its breach, including without limitation disputes concerning fees, costs, malpractice and professional misconduct, or any combination thereof, shall be submitted to binding arbitration without right of appeal (except as specifically

provided by law) upon the written request of either party, with all proceedings conducted pursuant to the California Arbitration Act, California Code of Civil Procedure sections 1280 et. seq., before one neutral arbitrator. The arbitrator must be either an attorney licensed in the State of California with at least fifteen (15) years of litigation experience or a retired judge and in either event affiliated with either Judicate West or Judicial Arbitration and Mediation Services ("JAMS") facility located in Los Angeles, California. In the event the parties for whatever reason fail to reach an agreement on a designated arbitrator within the ten-day period immediately following mutual acknowledgment to arbitrate or the entry of a court order compelling arbitration, whichever first occurs, the selection may be made immediately thereafter by JAMS' administrative office which shall unilaterally select a panel member with a minimum of 15 years litigation experience or whom shall be a retired judge. Discovery under the arbitrator's own rules shall not apply unless both parties so agree in writing. Each party agrees to pay in advance its share of the arbitration costs, including the arbitrator's fees (collectively the "arbitration fees"). In any such arbitration, the arbitrator must award the prevailing party his arbitration fees. The arbitrator is without discretion and must award these fees. Should the arbitrator fail to do so, the Los Angeles County Superior Courts are empowered to review both the facts and the law as to the arbitrator's denial of arbitration fees to the prevailing party. For the purposes of this section, prevailing party is the party which makes positive net recovery in any amount.

Client initials _____

This Agreement supersedes all other agreements, whether oral or in writing, between Client and Attorney pertaining to the scope of services described herein. No representations, promises or agreements, whether oral or in writing, have been made or will be binding on either party, unless expressly set forth herein. Any modification of this Agreement or waiver of any of the terms or conditions hereof will be effective only if in writing signed by both parties.

In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

All questions with respect to the construction or interpretation of this Agreement and/or the rights and liabilities of the parties hereto shall be governed by the laws of the State of California with venue proper only in the County of Los Angeles.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the respective parties hereto including, without limitation, any partnerships, corporations or other entities in which the parties hereto may have a controlling interest or position.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 18, 2021

ITEM NUMBER: 11D

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

Presented By: Chelsi A. Wilson, Administrative Services Manager

Subject: Amendment No. 3 to Professional Services Agreement with AdminSure Inc. for Claims Administration Services

SUMMARY

The purpose of this report is to seek approval of the third amendment of the Professional Services Agreement with AdminSure Inc., to extend the term of the agreement to October 18, 2026 and to adjust the related fee schedule.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 3 to the Professional Services Agreement with AdminSure Inc., extending the term to October 18, 2026 and adjusting the related fee schedule.

BACKGROUND

In May 2014 the City entered into a Professional Services Agreement with AdminSure to provide third-party claims administration services. Amendment No 1 extended the original agreement through June 30, 2018 and increased the rate from \$93 to \$102 per open claim per month. Amendment No. 2 extended the term to June 30, 2021 and did not request an increase to AdminSure's rate and fee structure.

DISCUSSION

In order to ensure continuity of administering current claims, staff recommends that current agreement be extended through October 18, 2026.

The proposed rate structure will hold the current fee of \$102 per month/per open claim in place until reaching the fourth year of the agreement in October 2024. At that point, the fees per month/per open claim would increase to \$132. In the fifth and final year of the agreement, the rate would increase to \$136 per month/per open claim.

This fee increase remains competitive and is in line with industry standards and will not go into effect until year four of the new amendment. Staff continues to be satisfied with the services and responsiveness of the vendor.

FISCAL IMPACT

Sufficient funds for third-party claims administration have been included within the Fiscal Year 2021-22 Budget.

Submitted by: Chelsi A. Wilson, Administrative Services Manager

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by:

*Attachments: 1. Amendment No. 3 AdminSure Inc.
2. Professional Services AdminSure Inc.*

**AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT
City of Los Alamitos and AdminSure Inc.**

This Amendment No. 3 to Professional Services Agreement (“Amendment”) is made and entered into on this 18th day of October, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, AdminSure Inc., a California Corporation, (“AdminSure”).

RECITALS

A. City and AdminSure Inc. entered into that certain Professional Services Agreement for Workers Compensation Administration services on May 1, 2014 (“Original Agreement”), which is incorporated herein by this reference.

B. The Original Agreement was subsequently amended by that certain Amendment Number One dated July 31, 2017 which extended the term of the agreement through June 30, 2018 and increased the rate from \$93 to \$102 per open claim per month.

C. Amendment Number Two dated April 5, 2018 which extended the term of the agreement through June 30, 2021.

D. The Original Agreement, Amendment Number One, and Amendment Number Two are incorporated herein by this reference and are referred to herein collectively as the “Agreement”.

E. City and Consultant desire to amend the Agreement to extend its term to October 18, 2026, and update the fee schedule subject to the terms and provisions of this Amendment.

NOW, THEREFORE, City and Consultant 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 “Expiration Date”: October 18, 2026

Section 16 of the Agreement is hereby amended to remove reference to Cary S. Reisman, City Attorney and instead provide for a courtesy copy of any and all required notices to:

Michael S. Daudt, City Attorney
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
Telephone: (714) 558-7000
Facsimile: (714) 835-7787

2. Paragraph 12 of Exhibit “A” to the Agreement is hereby amended as follows:

For the three contract years extending from the date of this Amendment, October 18, 2021 through October 17, 2024, City shall pay AdminSure \$102 per open claim per month for Claims Administration Services rendered under the Agreement.

For the fourth contract year extending from the date of this Amendment, October 18, 2024 through October 17, 2025, City shall pay AdminSure \$132 per open claim per month for Claims Administration Services rendered under the Agreement.

For the fifth contract year extending from the date of this Amendment, October 18, 2025 through October 18, 2026, City shall pay AdminSure \$136 per open claim per month for Claims Administration Services rendered under the Agreement.

3. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.
4. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

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

[SIGNATURES PROVIDED ON THE NEXT PAGE]

“City”

City of Los Alamitos

By: _____
Mark Chirco
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

AdminSure Inc.

By: _____
Althia Vargas-Flores
President

By: _____
Alicia Anthony
Vice President

**PROFESSIONAL SERVICES AGREEMENT FOR WORKERS' COMPENSATION
ADMINISTRATION**
(City of Los Alamitos/AdminSure Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City"), and AdminSure, Inc., a California Corporation ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: administration of City's Workers' Compensation Self-Insurance Program ("Program").
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's proposed Service Agreement attached hereto as Exhibit A ("Service Agreement") and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in paragraph 12 of the Service Agreement, Exhibit A.
- 3.3 "Commencement Date": May 1, 2014.
- 3.4 "Expiration Date": June 30, 2017.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. Until this Agreement has been approved or ratified by the City Council of City, the total compensation and costs payable to Consultant under this Agreement exceed the sum of ten thousand Dollars (\$10,000.00) unless specifically approved in advance and in writing by City. In the event that the City Council fails to approve or ratify this Agreement, it may be unilaterally cancelled by Consultant.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Alithia Vargas-Flores shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of

receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or

expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay the premium(s) thereon at Consultant's expense.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. INCORPORATION BY REFERENCE

The following paragraphs of the Service Agreement are specifically incorporated herein by this reference: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14. This agreement shall be interpreted in such a manner that it is consistent with the Service Agreement. In the event of any irreconcilable conflict between the terms of this Agreement and the Service Agreement, the terms of this Agreement shall prevail.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing):

If to City:
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: Bret Plumlee, City Manager
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Consultant:
AdminSure Inc.
1470 South Valley Vista Drive, Suite 230
Diamond Bar, CA 91765
Attn: Alithia Vargas, Flores, Vice President
Telephone: (909) 396-5814
Facsimile: (909) 978-1131

With courtesy copy to:
Cary S. Reisman, City Attorney
Wallin, Kress, Reisman & Kranitz, LLP
2800 28th Street, Suite 315
Santa Monica, CA 90405-6201

Telephone: (310) 450-9582
Facsimile: (320) 450-0506

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

- 17.1. City may terminate this Agreement for any reason on sixty calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to

the waiver.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Los Alamitos

By: [Signature]
Bret M. Plumlee, City Manager

Date: 5-8-14

"Consultant"
AdminSure Inc.

By: [Signature]
Gary Lee, President

Date: 5-8-2014

By: [Signature]
Alithia Vargas-Flores, Vice President

Date: 5/8/14

Attest:

By: [Signature]
Windmera Quintanar, CMC, City Clerk

Date: 5-8-14

Approved as to form:

By: [Signature]
Cary S. Reisman, City Attorney

EXHIBIT A
SCOPE OF WORK

WORKERS' COMPENSATION ADMINISTRATION

SERVICE AGREEMENT

THIS AGREEMENT is entered into this day of , 2014, between the City of Los Alamitos, hereinafter referred to as the "Client," and AdminSure Inc., a California Corporation, hereinafter referred to as the "Administrator."

WHEREAS, the Client has undertaken to self-insure their Workers' Compensation obligation; and

WHEREAS, the Administrator is engaged in the business of administering Workers' Compensation Self-Insurance Programs; and

WHEREAS, the Client desires to retain the services of the Administrator to administer a Workers' Compensation Self-Insurance Program, hereinafter referred to as the "Program," for the Client;

NOW, THEREFORE, the Client hereby retains the services of the Administrator and the Administrator agrees to perform the services for the Client under the terms and conditions of this Agreement.

TERMS AND CONDITIONS

1. TERM: This Agreement shall become effective May 1, 2014 and shall continue unless terminated by the cancellation provision set forth herein.

2. PERIODIC MEETINGS: The Administrator shall meet with the Client and staff periodically to:

- A. Assist in developing internal procedures.
- B. Provide orientation and training to personnel involved in the administration of the Program.
- C. Discuss specific claims and general trends in the Program.

3. ADVISORY SERVICES: The Administrator shall provide the Client information regarding the adoption, amendment or repeal of all Statutes, Rules and Regulations, et cetera, which may directly affect the Program.

4. REQUIRED FORMS: The Administrator shall provide the Client with all forms required by the State in connection with the Program.

5. COMPLIANCE WITH LAW: The Administrator shall administer the Program in full compliance with all laws, rules and regulations governing Workers' Compensation and Self-Insurance.

6. CLAIMS ADMINISTRATION: The Administrator shall comply with all performance standards of the Client's excess insurer. The Administrator shall also comply with the Administrator's Workers' Compensation Claims Administration Standards, but under no circumstances are they to be construed as having precedence over the performance standards of the Client's excess insurer. The Administrator shall also have the authority and responsibility to provide claims administration services, which include:

- A. Establishing an electronic claim file and computer database record upon receipt of an injury report.
- B. Setting and updating reserves.
- C. Initiating and maintaining contact with injured workers or their attorneys.
- D. Arranging for investigation.
- E. Determining compensability.
- F. Preparing and issuing benefit notices, if applicable.
- G. Arranging for medical treatment and medical services from clinics, facilities, pharmacies, hospitals, specialists, and other vendors as necessary.
- H. Performing all utilization review services through MedReview, communicating decisions to approve, modify, delay or deny medical treatment in accordance with State law.
- I. Monitoring disability status by reviewing medical reports and contacting doctors for updates.
- J. Auditing and reviewing all medical bills through MedReview and paying all properly adjusted medical bills in a timely and accurate manner.
- K. Paying mileage or medical reimbursements to injured workers.
- L. Paying temporary disability compensation when appropriate to do so or advising the Client of the need to adjust payroll records when salary continuation is applicable.

- M. Arranging medical exams in conformance with State law to determine whether an injured worker's medical condition is permanent and stationary (reached Maximum Medical Improvement/MMI) and what, if any, permanent disability exists.
- N. Paying the permanent disability compensation in accordance with the law.
- O. Arranging for attorney representation of the Client whenever the need arises.
- P. Monitoring attorneys and assisting them in preparing cases.
- Q. Auditing and paying legal expenses.
- R. Arranging for vocational rehabilitation services when appropriate, monitoring vocational rehabilitation consultants and assisting them as necessary.
- S. Auditing and paying vocational rehabilitation expenses.
- T. Attending all hearings that are required by law.
- U. Preparing and issuing Vocational Rehabilitation/Supplemental Job Displacement Benefits (SJDB) notices.
- V. Preparing and issuing the permanent disability compensation notices.
- W. Pursuing subrogation when there is a viable third party.
- X. Notifying the Client and excess insurers of all claims which exceed or may exceed the self-insurance retention; maintaining a liaison among the Client and their excess insurers on matters affecting the handling of such claims and arranging for reimbursement to the Client of losses in excess of its self-insurance retention.
- Y. Obtaining settlement authority and negotiating settlement on appropriate claims.
- Z. Closing claim files when appropriate to do so.

7. OBLIGATIONS OF THE CLIENT: The Client shall:

- A. Submit all reports of work injury to the Administrator in a timely manner not to exceed two business days of the Client's knowledge of the injury.
- B. Respond to the Administrator's requests for information and authority within five days of such requests.
- C. Provide information that is accurate and is in a form specified by the Administrator.

- D. Grant settlement authority to the Administrator in advance of WCAB, Rehabilitation, and legal hearings, or be available by phone or in person during same.

8. CHECKING ACCOUNT: The client and the Administrator agree that:

- A. The Client shall establish and maintain a checking account from which all Workers' Compensation benefits and expenses are to be paid.
- B. The Administrator shall prepare checks and issue those checks directly to payees without delay.
- C. The Administrator shall sign checks with a facsimile signature or manually.
- D. The Administrator shall secure checks in a locked area accessible to a limited number of personnel.
- E. The Client shall maintain an adequate balance in their checking account to meet all Workers' Compensation obligations without delay.
- F. The checking account may be used to pay penalties in which case the Administrator shall reimburse the Client within fifteen (15) working days for any amount of the penalty which the Administrator caused.

9. ELECTRONIC DATA PROCESSING: The Administrator shall provide the Client with electronic data processing services that will allow for the production of loss experience and transaction reports within ten (10) days following the close of each calendar month.

10. REGULATORY REPORTING: The Administrator shall prepare all reports required by State and Federal regulatory agencies (if any) in connection with the Program, including the Self-Insurer's Annual Report required by the Department of Self-Insurance Plans.

11. RECORDS: The Administrator shall establish and maintain electronic claim files, claim logs, transaction documents and all other records associated with the Program. These records shall be the property of the Client. Unless this Agreement is cancelled, closed hard files, if any, shall be stored by the Administrator for five (5) years and shall thereafter become the responsibility of the Client. Upon cancellation of this Agreement,

the Client shall be responsible for maintaining and storing all data, records, et cetera. The Administrator shall not dispose of or destroy hard files without the prior, written authorization of the Client.

12. CONSIDERATION: The Client shall pay the Administrator as follows: A one-time, at-cost data conversion fee reimbursement and at-cost reimbursements for the pick-up, delivery, and storage of hard claim files.

For the first year, May 1, 2014 through June 30, 2015, of this Agreement, the Client shall pay the Administrator \$96 per open claim per month for Claims Administration Services rendered under this Agreement.

For the second year, July 1, 2015 through June 30, 2016, of this Agreement, the Client shall pay the Administrator \$98 per open claim per month for Claims Administration Services rendered under this Agreement.

For the third year, July 1, 2016 through June 30, 2017, of this Agreement, the Client shall pay the Administrator \$99 per open claim per month for Claims Administration Services rendered under this Agreement.

Subsequent annual terms from July 1 to June 30 may be mutually agreed upon between the parties. The Administrator may adjust the Claims Administration Service fee with prior approval from the Client. The Agreement shall automatically renew from year to year subject to termination by either party during the life of the Agreement upon sixty (60) days written notice.

The Client shall allow the Administrator to perform all Bill Review Services through MedReview. Bill review fees are \$9 per bill and Preferred Provider Organization (PPO) fees shall not exceed 23% of savings when applicable.

The Client shall allow the Administrator to perform all Utilization Review Services through MedReview. Utilization review fees are \$85 flat fee per Request for Authorization (RFA) Decision. Physician fees are billed separately at \$200 per hour in 10-minute increments.

13. ALLOCATED EXPENSES: The Client shall pay for field investigation, defense attorneys, legal costs, remote photocopy, engineering experts, accident reconstruction experts, process servers, messenger service, court reporters, vocational rehabilitation consultants, structured settlement consultants, translators, and any other vendor necessary to administer claim files.

14. PENALTIES: The Administrator shall be responsible for paying or appealing penalties that are caused by the Administrator. The Administrator shall not be responsible for penalties that are caused by the Client or any third parties.

15. INDEMNIFICATION: The Administrator shall indemnify, hold harmless, and defend the Client from all claims, legal actions, losses, expenses, injuries, or damages arising out of the Administrator's negligence or intentional wrongdoing incident to the performance of this Agreement.

16. INSURANCE: The Administrator shall:

- A. Maintain in force at all times General and Professional Liability Insurance in the amount of one million (\$1,000,000) dollars.
- B. Maintain in force at all times a Fidelity Bond in the amount of one million (\$1,000,000) dollars.
- C. Maintain in force at all times Workers' Compensation Insurance for employees of the Administrator, as required by law.
- D. Notify the Client in writing sixty (60) days prior to any cancellation or reduction in the above coverages.
- E. Maintain evidence of the above coverages on file with the Client throughout the term of this Agreement.

17. NOTICES: All notices, demands, requests, or approvals which are required under this Agreement, or which either the Client or the Administrator may desire to serve upon the other, shall be in writing and shall be conclusively deemed served when delivered personally, or forty-eight (48) hours after the deposit thereof in the United States Mail with postage pre-paid.

18. CANCELLATION: This Agreement may be cancelled by the Client, or the Administrator, giving to the other, in writing, notice of its intention to cancel this Agreement at least sixty (60) days prior to the date of termination. Upon the date of termination of this Agreement, or the date on which records are transferred to another custodian, whichever occurs first, the Administrator shall no longer have the authority or responsibility to administer claims or perform any service on behalf of the Client.

19. PARTIAL INVALIDITY: If any provision of this Agreement is held by a competent court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

20. GOVERNING LAW: The validity of this Agreement and of any of its terms and provisions shall be interpreted pursuant to the Laws of the State of California.

21. INTERPRETATION: The terms and conditions of this Agreement shall be construed pursuant to their plain, ordinary meaning and shall not be interpreted against the maker.

22. ASSIGNMENT: The Administrator shall not assign, sublet, transfer by operation of law, or otherwise any or all of its rights, burdens, duties, or obligations of this Agreement without the prior, written consent of the Client.

23. CONFLICT OF INTEREST: The Administrator shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this Agreement. If the Administrator receives compensation from the Client for services not included in this Agreement, the Administrator shall disclose such fees received on an annual basis to the Client. Such disclosure shall be in the form of a letter and shall be received by the Client on or before July 15th of each year.

24. ENTIRE CONTRACT: This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. Subsequent modifications shall be made in writing with the agreement of the parties.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 18, 2021

ITEM NUMBER: 11E

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

**Via: Ron Noda, Development Services Director
Chris Kelley, City Engineer**

**Subject: Acceptance of Street Dedications along Briggeman Drive and
Serpentine Drive at 10650 Los Alamitos Boulevard for Street
Purposes**

SUMMARY

Approval to record 10 feet of street dedication along Briggeman Drive and 4 feet of street dedication along Serpentine Drive at two driveways, from Sukima Hospitality Group, LLC, property located at 10650 Los Alamitos Boulevard, which is ready for submission to the County Recorder's Office.

RECOMMENDATION

1. Adopt Resolution No. 2021-22, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ACCEPTING 10 FEET OF STREET DEDICATION ALONG BRIGGEMAN DRIVE AND 4 FEET OF STREET DEDICATION ALONG SERPENTINE DRIVE AT TWO DRIVEWAYS FROM SUKIMA HOSPITALITY GROUP, LLC, PROPERTY LOCATED AT 10650 LOS ALAMITOS BOULEVARD."
2. Direct the City Clerk to record the street dedication by submitting maps to the County of Orange Recorder's Office.

BACKGROUND

On February 8, 2016 the Planning Commission adopted Resolution No. 16-12 conditionally approving the site plan for construction of a hotel on an existing parcel located at 10650 Los Alamitos Boulevard which is in the Commercial/Industrial Zoning District.

DISCUSSION

Recording of the maps to dedicate 10 feet for street purposes on Briggeman Drive and 4 feet at the driveway location was a requirement of the Conditions of Approval contained in Planning Commission Resolution No. 16-12. The 10 feet of street on Briggeman Drive was due to the widening of the street. The 4 feet dedication is to provide pedestrian access across the driveway on Serpentine Drive. The applicant has prepared the dedication maps for the proposed site and has submitted it to the City for approval and recording.

The City Engineer has reviewed the submitted street dedication maps and all associated documentation and is satisfied with the Conditions of Approval for the subject property.

FISCAL IMPACT

None.

Submitted by: Chris Kelley, City Engineer

Reviewed by: Ron Noda, Development Services Director

Approved by: Chet Simmons, City Manager

Attachment: 1. *Resolution No. 2021-22*
 2. *Easement Deed*

RESOLUTION NO. 2021-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ACCEPTING 10 FEET OF STREET DEDICATION ALONG BRIGGEMAN DRIVE AND 4 FEET OF STREET DEDICATION ALONG SERPENTINE DRIVE AT TWO DRIVEWAYS FROM SUKIMA HOSPITALITY GROUP, LLC, PROPERTY LOCATED AT 10650 LOS ALAMITOS BOULEVARD

WHEREAS, on February 08, 2016 the Planning Commission of the City of Los Alamitos adopted Resolution No. 16-12 conditionally approving the site plan for construction of a hotel on an existing parcel located at 10650 Los Alamitos Boulevard which is in the Commercial/Industrial Zoning District; and,

WHEREAS, all necessary documentation associated with this site has been reviewed by the City Engineer; and,

WHEREAS, Resolution No. 16-12 required the 10-foot street dedication along Briggeman Drive located at 10650 Los Alamitos Boulevard, attached and incorporated as Exhibits A and B. The 4-foot dedication along Serpentine Drive is to provide pedestrian access across the driveway. The proposed dedications are substantially in compliance with the relevant Conditions of Approval.

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 of the City of Los Alamitos, California, hereby accepts the 10 feet of street dedication along Briggeman Drive and the 4 feet of dedication along Serpentine Drive located at 10650 Los Alamitos Boulevard.

SECTION 3. The attached Legal Descriptions of Street Dedication Portion of APN 242-243-03 are incorporated as Exhibits A and B.

SECTION 4. The City Clerk shall record the Street Dedication located at 10650 Los Alamitos Boulevard with the Orange County Recorder's Office.

SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 18th day of October, 2021.

Mark Chirco, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution No. 2021-22 was adopted at a regular meeting of the City Council held on the 18th day of October, 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

A.P.N. 242-243-03

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Also known as 10650 Los Alamitos Boulevard, Los Alamitos, CA 90720

THIS IS TO CERTIFY THAT THIS DOCUMENT IS PRESENTED FOR RECORDING
BY THE CITY OF LOS ALAMITOS UNDER GOVERNMENT CODE 27383 AND IS
ALSO EXEMPT FROM PAYMENT OF DOCUMENTARY TRANSFER TAX

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SUKIMA HOSPITALITY GROUP LLC, a California Limited Liability

Company FORMED do hereby GRANT to the

CITY OF LOS ALAMITOS, A MUNICIPAL CORPORATION

A DEDICATION IN THE CITY OF LOS ALAMITOS, COUNTY OF ORANGE, STATE OF CALIFORNIA AS
DESCRIBED IN THE ATTACHED EXHIBIT "A" AND SHOWN IN THE ATTACHED EXHIBIT "B."

Sukima Hospitality Group, Authorized Signatory

Kishor Narasimhan 9/21/2021
Signature Date
KISHOR NARASIMHAN President

Signature Date

ALL SIGNATURES MUST BE NOTARIZED.
ATTACH ACKNOWLEDGMENT(S) AS REQUIRED.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

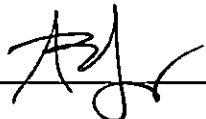
On September 21, 2021 before me, Anna Jiang, Notary Public
(Here insert name and title of the officer)

personally appeared Kishor Narsai,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

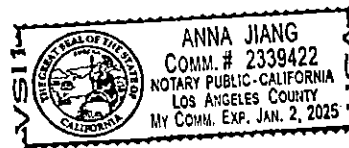
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature



(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Easement Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date NA

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☒ Corporate Officer
President; Sukima Hospitality
Group
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Parcel "A"

A strip of land for public street, sidewalk, & utility purposes, being a portion of that certain real property in the City of Los Alamitos, County of Orange, State of California, the limits of which are more particularly described as follows:

BEGINNING at the northeast corner of Lot 1 as shown on a map filed in Book 50, Page 28 of Parcel Maps, in the Office of the County Recorder of said County, said POINT OF BEGINNING lying on the southerly Right-of-Way line of Briggeman Drive (having a half-width of 25.00');

Thence leaving said southerly Right-of-Way line of Briggeman Drive on a course bearing South 00°12'18" West, a distance of 10.00 feet;

Thence North 89°46'57" West along a course parallel with, and 35.00' southerly of, the centerline of said Briggeman Drive, a distance of 233.75 feet;

Thence South 45°13'03" West, a distance of 5.66 feet;

Thence North 89°46'57" West along a course parallel with, and 39.00' southerly of, said centerline of Briggeman Drive, a distance of 29.31 feet;

Thence North 44°46'57" West, a distance of 5.66 feet;

Thence North 89°46'57" West along a course parallel with, and 35.00' southerly of, said centerline of Briggeman Drive, a distance of 125.23 feet;

Thence South 41°50'51" West, a distance of 28.01 feet to the easterly Right-of-Way line of Los Alamitos Boulevard (having a half-width of 60.00');

Thence North 00°12'40" East along said easterly Right-of-Way line of Los Alamitos Boulevard, a distance of 12.94 feet;

Thence North 41°50'51" East continuing along said easterly Right-of-Way line of Los Alamitos Blvd., a distance of 24.08 feet to said southerly Right-of-Way line of Briggeman Ave. (having a half-width of 25.00');

Thence South 89°46'57" East along said southerly Right-of-Way line of Briggeman Drive (having a half-width of 25.00'), a distance of 398.90 feet back to the POINT OF BEGINNING;

Containing approximately 4,333.08 SF (0.100 AC) as shown on Exhibit "B" attached thereto and by this reference made a part thereof.



SCOTT E. OHANA, L.S. NO. 7526
EXPIRATION DATE: DECEMBER 31, 2021

5/5/21

DATE



Gil Zulueta Mendoza Associates, Inc.
6185 Magnolia Avenue, #129
Riverside, CA 92506
P 951.286.9520 F 815.425.8582
gil@qzmassociates.com

10650 LOS ALAMITOS BOULEVARD
PUBLIC DEDICATION
EXHIBIT A - LEGAL DESCRIPTION

Sheet
1 of 3

Parcel "B"

A strip of land for public street, sidewalk, & utility purposes, being a portion of that certain real property in the City of Los Alamitos, County of Orange, State of California, the limits of which are more particularly described as follows:

BEGINNING at the southeast corner of Lot 1 as shown on a map filed in Book 50, Page 28 of Parcel Maps, in the Office of the County Recorder of said County, said POINT OF BEGINNING lying on the northerly Right-of-Way line of Serpentine Drive (having a half-width of 25.00');

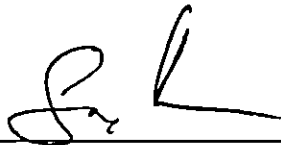
Thence North 89°46'57" West along said northerly Right-of-Way line of Serpentine Drive, a distance of 35.16 feet;

Thence leaving said northerly Right-of-Way line of Serpentine Dr. on a course bearing North 45°13'03" East, a distance of 5.66 feet;

Thence South 89°46'57" East along a course parallel with, and 29.00' northerly of, the centerline of said Serpentine Drive, a distance of 31.16 feet to the east line of said Lot 1;

Thence South 00°12'18" West along said east line of Lot 1, a distance of 4.00 feet back to the POINT OF BEGINNING;

Containing approximately 132.66 SF (0.003 AC) as shown on Exhibit "B" attached thereto and by this reference made a part thereof.



5/5/21

SCOTT E. OHANA, L.S. NO. 7526
EXPIRATION DATE: DECEMBER 31, 2021

DATE



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Riverside, CA 92506
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10650 LOS ALAMITOS BOULEVARD
PUBLIC DEDICATION
EXHIBIT A - LEGAL DESCRIPTION

Sheet
2 of 3

Parcel "C"

A strip of land for public street, sidewalk, & utility purposes, being a portion of that certain real property in the City of Los Alamitos, County of Orange, State of California, the limits of which are more particularly described as follows:

COMMENCING at the southwest corner of Lot 1 as shown on a map filed in Book 50, Page 28 of Parcel Maps, in the Office of the County Recorder of said County, said POINT OF COMMENCEMENT lying on the northerly Right-of-Way line of Serpentine Drive (having a half-width of 25.00');

Thence South 89°46'57" East along said northerly Right-of-Way line of Serpentine Drive, a distance of 105.84 feet to the POINT OF BEGINNING;

Thence leaving said northerly Right-of-Way line of Serpentine Drive on a course bearing North 45°13'03" East, a distance of 5.66 feet;

Thence South 89°46'57" East along a course parallel with, and 29.00' northerly of, the centerline of said Serpentine Drive, a distance of 24.13 feet to the beginning of a curve concave to the south and having a radius of 104.00 feet;

Thence 5.25 feet east along said curve parallel with, and 29.00' northerly of, said centerline of Serpentine Drive, through a delta angle of 02°53'42";

Thence South 44°46'57" East, a distance of 6.12 feet to a point on a non-tangent curve lying on said northerly Right-of-Way line of Serpentine Drive, a radial to which bears North 05°42'53" East, said curve being concave to the south and having a radius of 100.00 feet;

Thence 9.60 feet west along said non-tangent curve on said northerly Right-of-Way line of Serpentine Drive, through a delta angle of 05°30'04";

Thence North 89°46'57" West along said northerly Right-of-Way line of Serpentine Drive, a distance of 28.13 feet back to the POINT OF BEGINNING;

Containing approximately 134.14 SF (0.003 AC) as shown on Exhibit "B" attached thereto and by this reference made a part thereof.



5/5/21

SCOTT E. OHANA, L.S. NO. 7526
EXPIRATION DATE: DECEMBER 31, 2021

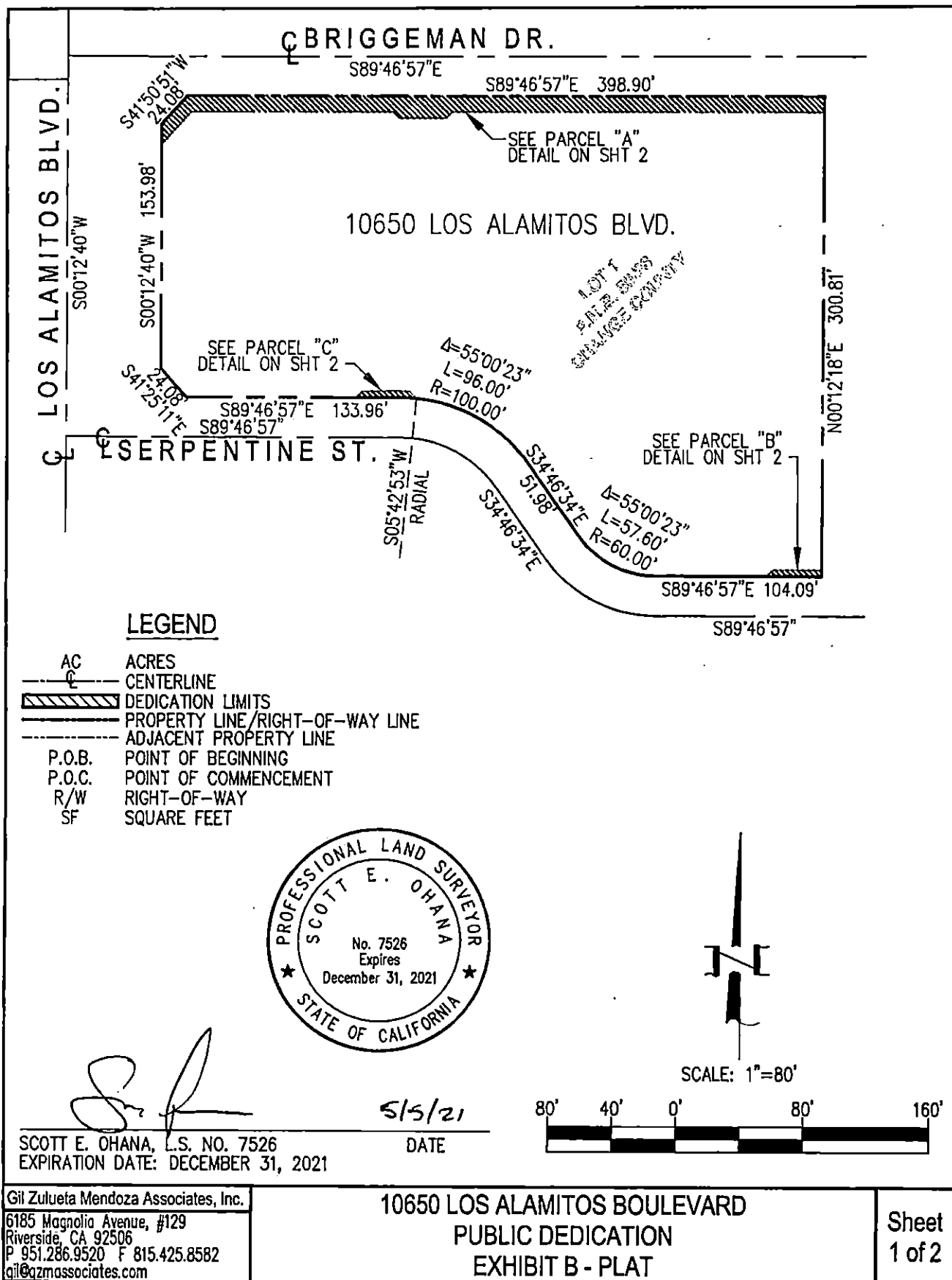
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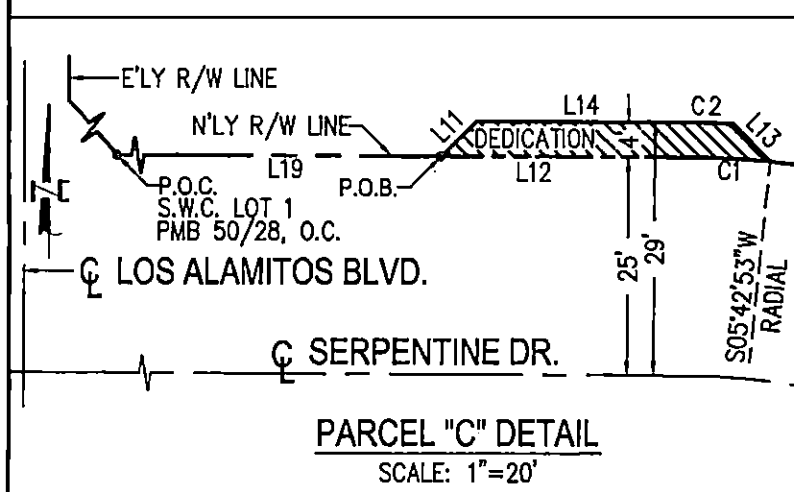
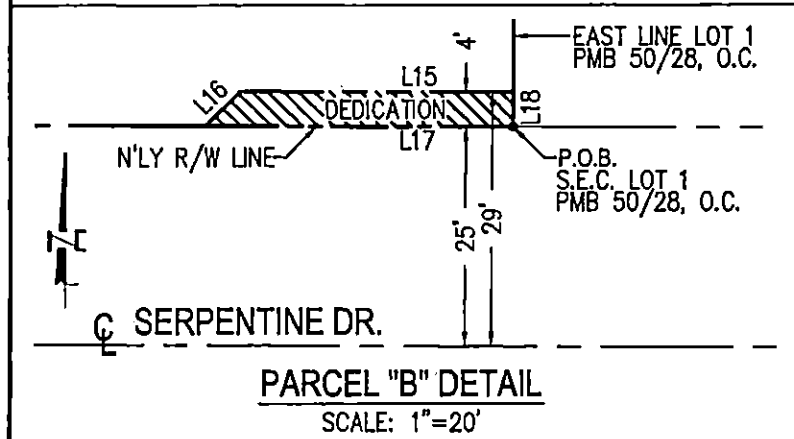
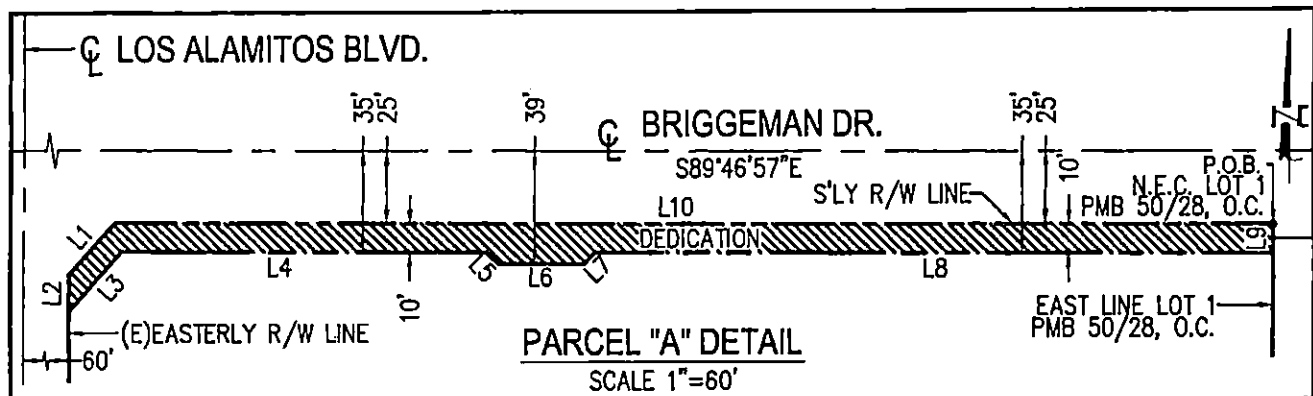


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10650 LOS ALAMITOS BOULEVARD
PUBLIC DEDICATION
EXHIBIT A - LEGAL DESCRIPTION

Sheet
3 of 3





CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	9.60'	100.00'	05°30'04"
C2	5.25'	104.00'	02°53'42"

LINE TABLE		
LINE	LENGTH	BEARING
L1	24.08'	S 41°50'51" W
L2	12.94'	S 00°12'40" W
L3	28.01'	N 41°50'51" E
L4	125.23'	S 89°46'57" E
L5	5.66'	S 44°46'57" E
L6	29.31'	S 89°46'57" E
L7	5.66'	N 45°13'03" E
L8	233.75'	S 89°46'57" E
L9	10.00'	N 00°12'18" E
L10	398.90'	N 89°46'57" W
L11	5.66'	S 45°13'03" W
L12	28.13'	S 89°46'57" E
L13	6.12'	N 44°46'57" W
L14	24.13'	N 89°46'57" W
L15	31.16'	N 89°46'57" W
L16	5.66'	S 45°13'03" W
L17	35.16'	S 89°46'57" E
L18	4.00'	N 00°12'18" E
L19	105.84'	S 89°46'57" E



LEGEND

AC	ACRES
☐	CENTERLINE
▨	DEDICATION LIMITS
---	PROPERTY LINE/RIGHT-OF-WAY LINE
---	ADJACENT PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
SF	SQUARE FEET

Scott E. Ohana

SCOTT E. OHANA, L.S. NO. 7526
EXPIRATION DATE: DECEMBER 31, 2021

5/5/21

DATE

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10650 LOS ALAMITOS BOULEVARD
PUBLIC DEDICATION
EXHIBIT B - PLAT

Sheet
2 of 2

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 18, 2021

ITEM NUMBER: 11F

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 Plans and Specifications for the Arterial Overhead
Street Name Sign Replacement Project (CIP No. 21/22-01)**

SUMMARY

This report recommends award of a bid to begin facilitating the construction of the Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01). This project will install new arterial signs at traffic signals citywide. The previous Arterial Street Sign Replacement Project (CIP No. 19/20-04) in 2020 installed signs along Los Alamitos Boulevard from Cerritos Avenue to Bradbury Road.

RECOMMENDATION

1. Award construction for the Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01) in the amount of \$31,140.00 to Yunex Traffic; and,
2. Authorize the Mayor to execute the contract with Yunex Traffic for the project; and,
3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$3,140.00.

BACKGROUND

The City of Los Alamitos proposes to replace all the aging traffic signal overhead arterial street name signs. Last year in 2020, as part of the first phase, arterial signs were installed along Los Alamitos Boulevard from Katella Avenue to Cerritos Avenue (CIP No. 19/20-04). As part of the second and final phase (CIP No. 21/22-01), this project will install new arterial signs at traffic signals for the remainder of the city along Ball Road, Cerritos Avenue, and Katella Avenue. The new street sign will include the City Logo and spell out City of Los Alamitos on the bottom per Attachment 1.

DISCUSSION

Project Bid Results

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

Bids for the Arterial Overhead Street Name Sign Replacement Project (CIP No. 21/22-01), were publicly opened on September 1st, 2021 at 11:00 am. From the seven (7) total bids received, it was determined by Staff that the lowest responsible bid submitted was from Yunex Traffic with the total bid amount of \$31,140.00. The bid results are provided below:

Yunex Traffic	\$ 31,140.00
Belco Elecnor Group	\$ 34,120.00
PTM General Engineering Services, Inc.	\$ 38,889.00
Crosstown Electrical & Data, Inc.	\$ 41,769.00
CalProMax Engineering, Inc.	\$ 43,735.00
JFL Electric Inc.	\$ 46,049.00
Sterndahl Enterprises Inc.	\$ 61,000.00
Average	\$ 42,386.00

The following represents an approximate timeline for the completion of the project which consists of: replace all the aging traffic signal overhead arterial street name signs along Ball Road, Cerritos Avenue, and Katella Avenue for the improvement project:

- 10/18/2021 Award of Contract
- 11/29/2021 Start of construction
- 12/17/2021 End of construction

FISCAL IMPACT

Total cost for the projects is estimated to be \$50,000. The construction budget for the project was bid at \$31,140.00 with an additional \$18,860.00 for contingency, advertisement, construction management and inspection.

Available funding for the projects is provided by Measure M in the amount of \$50,000.

Submitted by: Chris Kelley, City Engineer

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

Attachments:

- 1. Articles of Agreement for CIP No. 21/22-01*
- 2. Bid Breakdown – Arterial Overhead Street Name Sign Replacement*
- 3. Bids and Specifications for CIP No. 21/22-01, Exhibit A, Griffins Way Street Name Change*
- 4. Plans for CIP No. 21/22-01*
- 5. Addendum 1 for CIP 21/22-01*



ARTICLES OF AGREEMENT

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

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01, (“AGREEMENT”) is made and entered into for the above-stated project this 18th October 2021, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and YUNEX LLC, a California corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

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

ARTICLE II: Scope of Work

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

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

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

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Thirty One Thousand, One Hundred Forty, and Zero Cents (\$31,140.00), unless specifically approved in advance and in writing by AGENCY.

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

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

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: Marc Buncher

CITY OF LOS ALAMITOS

YUNEX LLC (a Siemens Business)

3191 Katella Avenue

2250 Business Way

Los Alamitos, CA 90720

Riverside, CA 92501

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 inu

.....re 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 _____.

aCONTRACTOR:

Yunex LLC (a Siemens Business)

Marc Buncher, CEO
Contractor's License No. 1080007

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

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

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Yunex LLC (a Siemens Business) 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 Thirty One Thousand, One Hundred Forty, and Zero Cents (\$31,140.00), 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*

Marc Buncher
Yunex LLC (a Siemens Business)
2250 Business Way
Riverside, CA 92501
(951) 784-6600
michael.hutchens@siemens.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

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

KNOW ALL PERSONS BY THESE PRESENTS that Yunex LLC (a Siemens business), 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 Thirty One Thousand, One Hundred Forty, and Zero Cents (\$31,140.00), 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: ARTERIAL OVEHEAD STREET NAME REPLACEMENT PROJECT SPECIFICATION NO. CIP 21/22-01, which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 2021.

Contractor* Marc Buncher
 Yunex LLC (a Siemens Business)
 2250 Business Way
 Riverside, CA 92501
 (949) 784-660
 michael.hutchens@siemens.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)

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

SECTION D – Page 14
CONTRACT INFORMATION AND DOCUMENT

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: _____

Yunex LLC
(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

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

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

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

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license 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
ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT
SPECIFICATION NO. CIP 21/22-01

BID OPENING: SEPTEMBER 1, 2021 AT 11AM

Attachment 2

				YUNEX TRAFFIC		BELCO ELECNOR GROUP		PTM GNEERAL ENGINEERING SERVICES, INC.		CROSSTOWN ELECTRICAL & DATA, INC.		CALPROMAX ENGINEERING, INC.	
ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Remove and replace existing overhead street name sign with new non-illuminated retro-reflective street name sign per plan	33	EA	930.00	\$30,690.00	1,020.00	\$33,660.00	1151.00	\$37,983.00	1,235.00	\$40,755.00	1,295.00	\$42,735.00
2	Remove Existing Overhead Street Name Sign and Replace with City Furnished Non-Illuminated Retro-Reflective Street Name Sign per Plan	2	EA	225.00	\$450.00	230.00	\$460.00	453.00	\$906.00	507.00	\$1,014.00	500.00	\$1,000.00
TOTAL					\$31,140.00		\$34,120.00		\$38,889.00		\$41,769.00		\$43,735.00

SCHEDULE A	TOTAL	\$31,140.00	\$34,120.00	\$38,889.00	\$41,769.00	\$43,735.00
PROJECT TOTAL		\$31,140.00	\$34,120.00	\$38,889.00	\$41,769.00	\$43,735.00

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

BID OPENING: SEPTEMBER 1, 2021 AT 11AM

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

JULY 2021

NOTICE TO THE BIDDERS:

1. **Contract bid documents: \$15 at counter or \$25 if purchased by mail (Prepaid amount/non-refundable).**
 2. **Bid bond required – 10% of bid amount to be submitted with bid.**
 3. **Bids must be received by 11 a.m. on the 1st day of September 2021**
-

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

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

Willdan Engineering
2401 East Katella Avenue, Suite 300
Anaheim, Ca 92806
(714) 978-8200



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

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

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SPECIFICATION NO. CIP 21/22-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A

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

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

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

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, **3191 Katella Avenue, Los Alamitos, CA 90720** up to the hour of 11:00 a.m., **on the 1st day of September 2021**. The bids will be publicly opened and read at 11:00 a.m. **on the 1st day of September 2021**, in the Los Alamitos City Hall Council Chambers.

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

Copies of the plans, specifications, and contract documents are available from the City of Los Alamitos, **3191 Katella Avenue, Los Alamitos, CA 90720** upon payment of a **\$15.00 non-refundable fee if picked up, or payment of a \$25.00 non-refundable fee if mailed**. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A or C-45 contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

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

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

**“SEALED BID FOR ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT
PROJECT,
SPECIFICATION NO. CIP 21/22-01**

DO NOT OPEN WITH REGULAR MAIL”

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 11:00 a.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of \$43,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

The Agency reserves the right to reject any and all bids.

If you have any questions, please contact *Chris Kelley*, at (562) 431-3538 extension 301.

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

SECTION B

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

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute said work to completion before the expiration of **10 WORKING DAYS**. Contractor shall have sixty (60) calendar days for procurement time after the date in the Notice to Procure. No work shall be done until after procurement period ends. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Dave Hunt, City of Los Alamitos, (562)-431-3538, ext. 110.

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

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

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

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

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

B1.07 ADDENDA

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

B1.08 BID PRICES

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

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

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

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

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

B1.09 TAXES

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

B1.10 RECOGNITION OF BONDING COMPANIES

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

B1.11 QUALIFICATION OF BIDDERS

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

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

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

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

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

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

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

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

B1.13 PROPOSAL GUARANTEE

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

B1.14 MODIFICATION OF PROPOSAL

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

B1.15 WITHDRAWAL OF PROPOSAL

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

B1.16 POSTPONEMENT OF BID OPENING

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

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

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

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

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

PROPOSAL INFORMATION AND DOCUMENTS

- **BID PROPOSAL**
- **BID SCHEDULE**
- **BID BOND**
- **BID GUARANTEE**
- **BIDDER INFORMATION**
- **EXPERIENCE STATEMENT**
- **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**

BID PROPOSAL

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

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, and STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidence of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE

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

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

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

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: _____
CONTRACTOR'S LICENSE NO.: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
DATE: _____

BID SCHEDULE (Continued)

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

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BID SCHEDULES

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

Bid Schedule Total \$_____

Bid Schedule Total (in words):

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

(Company Name of Bidder)

(Date)

BID BOND

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

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 2021.

PRINCIPAL*

SURETY*

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

Subscribed and sworn to this day of....., 2021.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

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

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Los Alamitos in the amount of

_____ Dollars (\$_____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Los Alamitos provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION

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

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ FAX: _____

E-mail: _____

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

License Expiration Date: _____

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

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

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

Prior Disqualification

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

Violations of Federal or State Law

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

Yes / No: _____ Federal / State: _____

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

Have the penalties been paid? Yes / No: _____

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

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

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

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

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

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

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

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

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

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

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

SECTION D

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

CONTRACT INFORMATION AND DOCUMENTS

- **CONTRACT AGREEMENT**
- **PAYMENT BOND**
- **FAITHFUL PERFORMANCE BOND**
- **MAINTENANCE BOND**
- **NON-COLLUSION AFFIDAVIT**
- **WORKER'S COMPENSATION INSURANCE CERTIFICATE**
- **INSURANCE ENDORSEMENT**
- **STATEMENT RE INSURANCE COVERAGE**
- **STATEMENT RE THE CONTRACTOR'S LICENSING LAWS**

ARTICLES OF AGREEMENT

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

THIS ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT, SPECIFICATION NO. CIP 21/22-01 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ___ day of Month, 20XX (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____(State) _____(corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

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

ARTICLE II: Scope of Work

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

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

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

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

ARTICLE III: Compensation

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

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: CHRIS KELLEY

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

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

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

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

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

CONTRACTOR:

Contractor's Business Name

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

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

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Mayor
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

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

Contractor*

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

Surety*

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

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

NOTARY PUBLIC.....

..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS That Contractor's Business Name, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and , a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT, SPECIFICATION NO. CIP 21/22-01 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

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

Contractor* Name, Title of Signer _____

SURETY* _____

Contractor's Business Name _____

Mailing Street Address _____

City, State, Zip Code _____

Telephone # _____

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

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

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty

percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

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

_____, 20_.

Contractor*

Contractor's Signer's Name, Title

Contractor's Business Name

Mailing Street Address

City, State, Zip Code

Telephone #

SURETY*

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

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

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____ Contractor's Business Name .
(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

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

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

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

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E

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

E-STANDARD SPECIFICATION

STANDARD SPECIFICATIONS

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

0-1 STANDARD SPECIFICATIONS

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

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC. The Special Provisions stated below will be numbered as Sections 700 through 799. Subsections of architectural work may be numbered according to the Construction Specifications Institute (“CSI”) format.

0-3 AMENDMENTS AND MODIFICATIONS

The following sections of the SSPWC are amended as provided herein. In the event of any inconsistencies between the amendments outlined herein and the SSPWC, these amendments shall control.

1-2 DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

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

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 GENERAL

Delete the third paragraph and replace with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

Contract Agreement (in duplicate)

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

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

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

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

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

2-2 PERMITS

Delete the first paragraph and replace with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

2-3 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left

in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes “the Project was constructed in conformance with the Contract Documents”. Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Delete the first paragraph and replace with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

3-5 INSPECTION

Add the following:

The Agency shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The Contractor shall reimburse the Agency, at rates established by the Agency, for any additional inspection, including inspection on legal holidays.

3-10 SURVEY

3-10.1 GENERAL

Add the following:

The Contractor shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

3-12 WORK SITE MAINTENANCE

3-12.2 AIR POLLUTION CONTROL

Add the following Subsection:

3-12.2.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

Add the following to Subsection 7-8.6:

3-12.6.1 General

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

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

3-12.6.3 SWPPP Preparation

Contractor shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the *California Storm Water Best Management Practices Handbook* dated January 2015, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/>. The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per the Agency's Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the Agency's rainy season shall include but not be limited to those appropriate for wet weather conditions.

3-12.6.5 PAYMENT

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

3-13 COMPLETION AND ACCEPTANCE

3-13.3 WARRANTY

Add the following:

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days

after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

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

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

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

3-13.4 General Guaranty

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

SECTION 4 – CONTROL OF MATERIAL

4-1 GENERAL

Add the following:

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

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

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

4-4 TEST OF MATERIALS

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

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

4-6 TRADE NAMES

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

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 4:00 p.m. and 7:30 a.m. Such costs will include but will not necessarily be limited

to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The Agency shall deduct all such charges from payments due the Contractor.

5-4.2 GENERAL LIABILITY INSURANCE

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

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

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

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

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

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

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

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

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

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

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

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

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

5-4.3 WORKERS' COMPENSATION INSURANCE

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

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

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

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

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

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

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

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

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

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

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

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

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

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

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement.

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

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

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

5-7 SAFETY

Add the following:

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK

Add the following:

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

6-2 PROSECUTION OF WORK

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

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsections:

6-3.3 WORKING DAY

Add the following:

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

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

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable,

how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-4.4 WRITTEN NOTICE AND REPORT

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

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

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

6-9 LIQUIDATED DAMAGES

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

6-9 FORFEITURE DUE TO DELAY

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

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

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

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

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

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

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

6-12 DISPUTES AND CLAIMS

6-12.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any “decision” purportedly made pursuant to this Subsection 6-12 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-12.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency’s staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the Contractor’s request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor’s request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty-eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer’s decision on the dispute or claim shall be the Agency’s final decision.

6-12.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract, except for claims that have been released by execution of the “Release on Contract” as provided in Subsection 9-4, shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301- 393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except those references therein to the “State Contract Act” shall be construed to mean “applicable law” and “Public Agency”, or “Department” shall be construed to mean “Agency” as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-13 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 2-9 "Changed Conditions" and Subsection 6-3.2 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 - PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

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

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

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

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

7-3.3 DELIVERED MATERIALS

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

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

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PART 4 - PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Delete the second paragraph and replace with the following:

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

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

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

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

403-3 PAYMENT

Add the following:

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

402 UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

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

Construction Contractor shall contact all utility companies (e.g., gas company, electric company, telephone company, cable company, water company, refuse collectors, and Los Angeles County Department of Public Works) at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

Additionally, the Contractor shall also notify local entities of his/her schedule fourteen (14) days prior to commencing work, including, local law enforcement agencies, the Post Office, Public Schools, and Bus Companies.

No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number.

402-1.1.2 ACCURACY OF UTILITIES INFORMATION

The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The Contractor shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations, and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the Contractor shall make repairs under the provisions for changes and extra work contained in **SECTION 3 – CONTROL OF THE WORK** of the SSPWC Standard Specification.

402-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 402-2: “if located in accordance with 402-1”.

402-4 RELOCATION

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

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction.

402-5 DELAYS DUE TO UTILITY CONFLICTS

Delete the last paragraph of this section.

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PART 6 - ACCESS

600 ACCESS

600-1 General

Add the following:

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

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

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

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

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

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

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

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and

dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

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

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

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

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

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

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

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

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

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

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

0-1 STANDARD SPECIFICATIONS

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

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

PART 7 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 700 – MATERIALS

SECTION 701 - CONSTRUCTION

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

All equipment, materials, and components for replacement of overhead street name signs shall conform to the 2018 Caltrans Revised Standard Plans and Revised Standard Specifications, Section 86, "Electrical Work" and Section 87 "Electrical Systems" unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 87 – ELECTRICAL SYSTEMS

87-1 GENERAL

87-1.03 Construction.

87-1.03A General.

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

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

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

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

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

Add the following:

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

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

APPENDIX - PART 1

Standard Plans

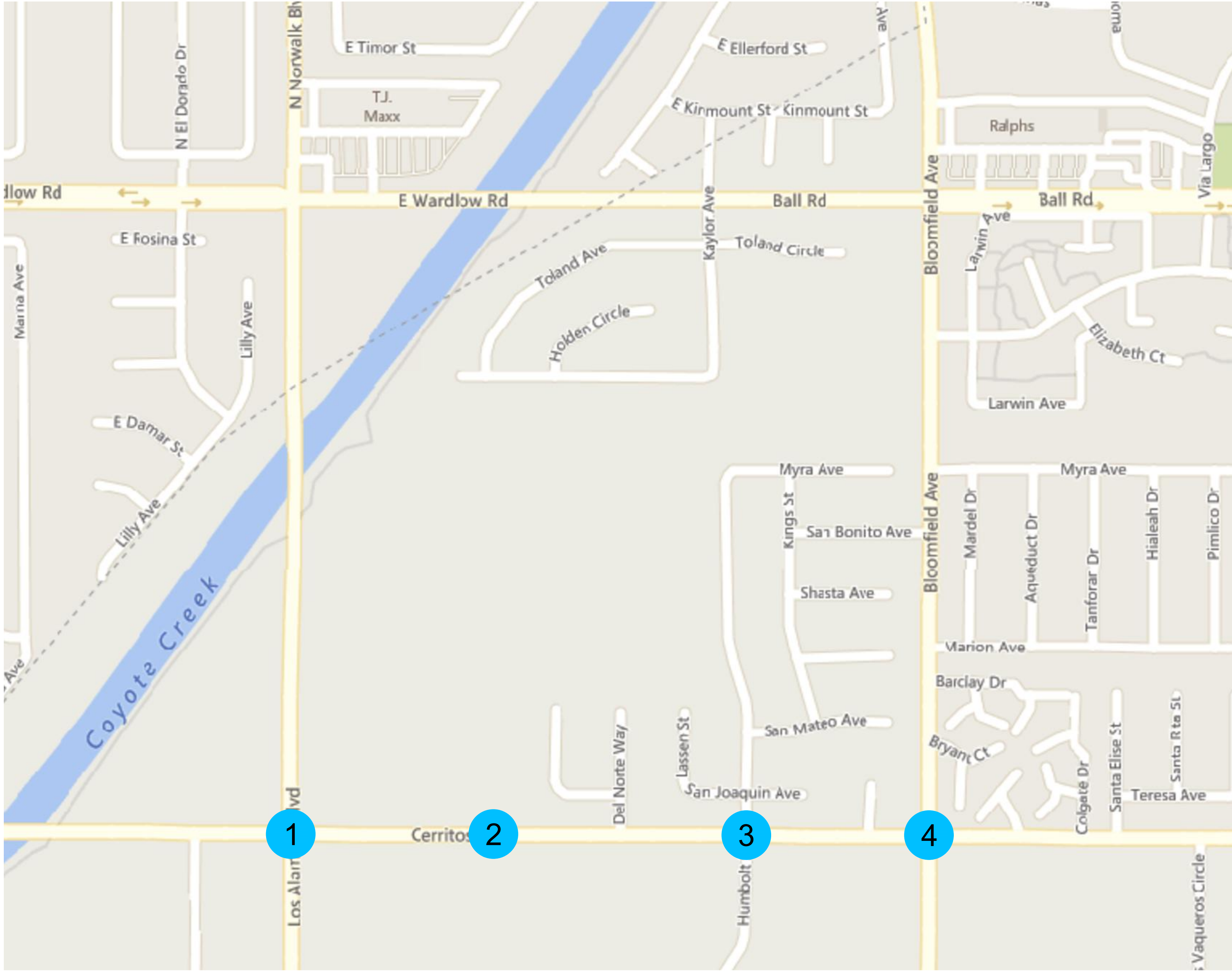


SIGN DETAIL TABLE					
ITEM	FONT	SIZE	COLOR	BACKGROUND	MATERIAL
STREET NAME	CENTURY GOTHIC	8"UC/6"LC	WHITE	SULTAN BLUE PANTONE 288C 3630-157	ALUM. PANEL WITH 3M DG3 REFLECTIVE SHEETING
SUFFIX	CENTURY GOTHIC	8"UC/6"LC	WHITE		
"CITY OF LOS ALAMITOS"	CENTURY GOTHIC	2"	WHITE		
CITY LOGO	N/A	8" TALL	N/A		

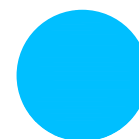
NOTE: ALL OVERHEAD STREET NAME SIGNS SHALL BE REFLECTORIZED.

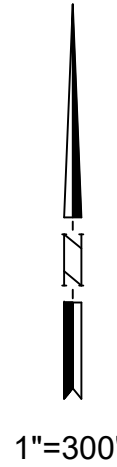


CITY OF LOS ALAMITOS
OVERHEAD STREET NAME SIGN
STANDARD DETAIL



LEGEND

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



2

TABLE 1

SIGN QUANTITY

No.	Primary Street	Number of Signs	Secondary Street	Number of Signs
1	Los Alamitos Blvd	0**	Cerritos Ave	2
2	Cerritos Ave	0	Griffins Way →	1
			← Griffins Way	1
3	Cerritos Ave	0	Humbolt St	2
4	Cerritos Ave	2	Bloomfield St	2
	TOTAL	2	TOTAL	8
			TOTAL FOR SEGMENT	10

** TWO (2) CITY FURNISHED LOS ALAMITOS BLVD OVERHEAD SNS TO BE INSTALLED AT INTERSECTION. CONTACT CITY ENGINEER FOR PICK UP LOCATION.

1 STREET NAME CHANGE FROM LOS ALAMITOS H.S. TO Griffins Way

2 SIGN QUANTITIES CORRECTED



DETAIL "A"

TABLE 2

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

NOTE: ALL OVERHEAD STREET NAME SIGNS SHALL BE REFLECTORIZED.

UTILITY CONTACTS:

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

ABBREVIATIONS

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

AGENCIES TO BE NOTIFIED:

1. CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100

2. LOS ALAMITOS POLICE DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255

3. ORANGE COUNTY FIRE DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026

4. LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547

5. ROSSMOOR/LOS ALAMITOS AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
6. LOS ALAMITOS UNIFIED SCHOOL DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700

7. OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912

8. CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700

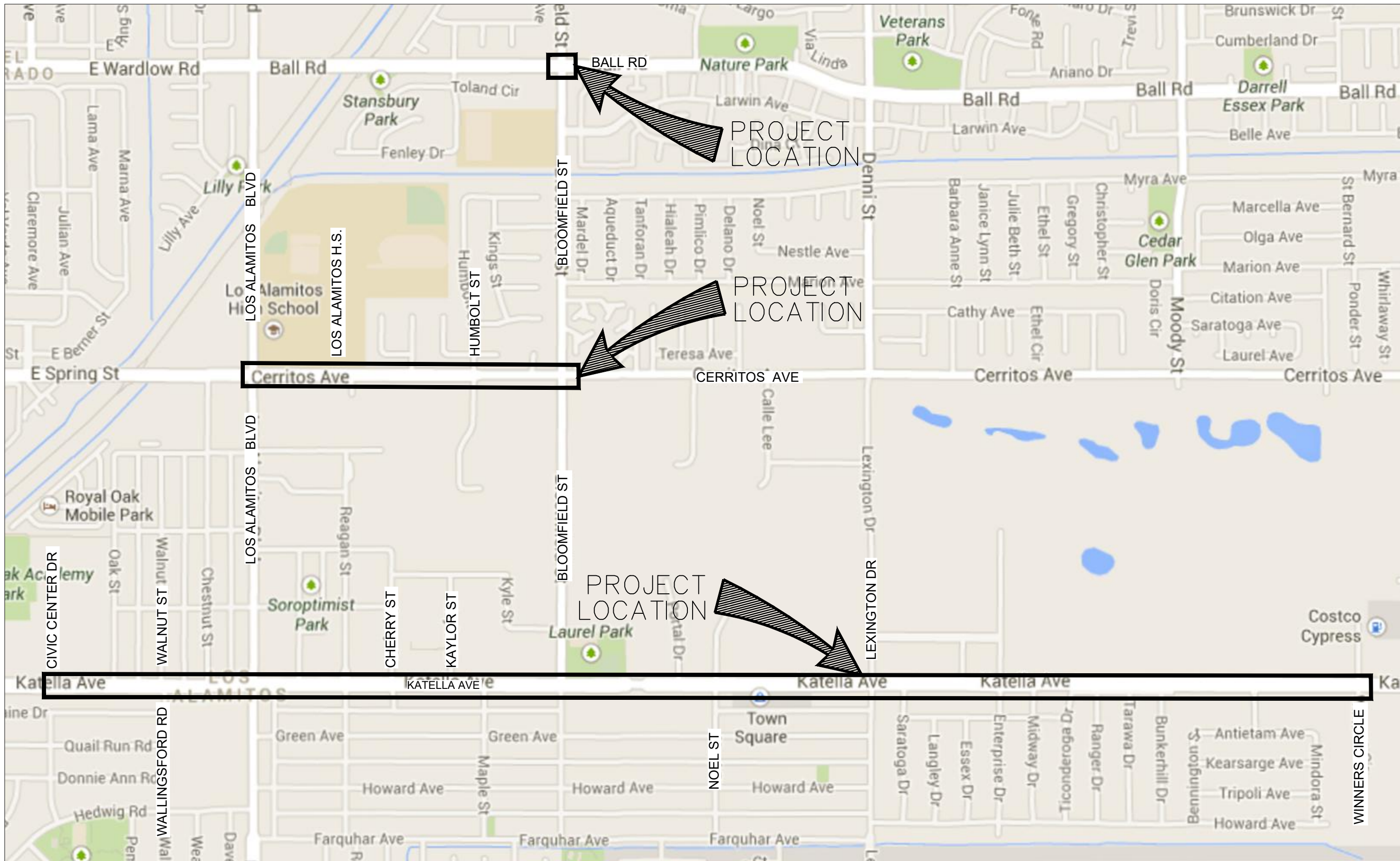
9. CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383

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



CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

ARTERIAL OVERHEAD STREET NAME
SIGN REPLACEMENT PROJECT
PROJECT NO. CIP



VICINITY MAP

SCALE : N.T.S.

SHEET SCHEDULE

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2 - 4	STREET NAME SIGN REPLACEMENT PLAN

GENERAL NOTES:

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



REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

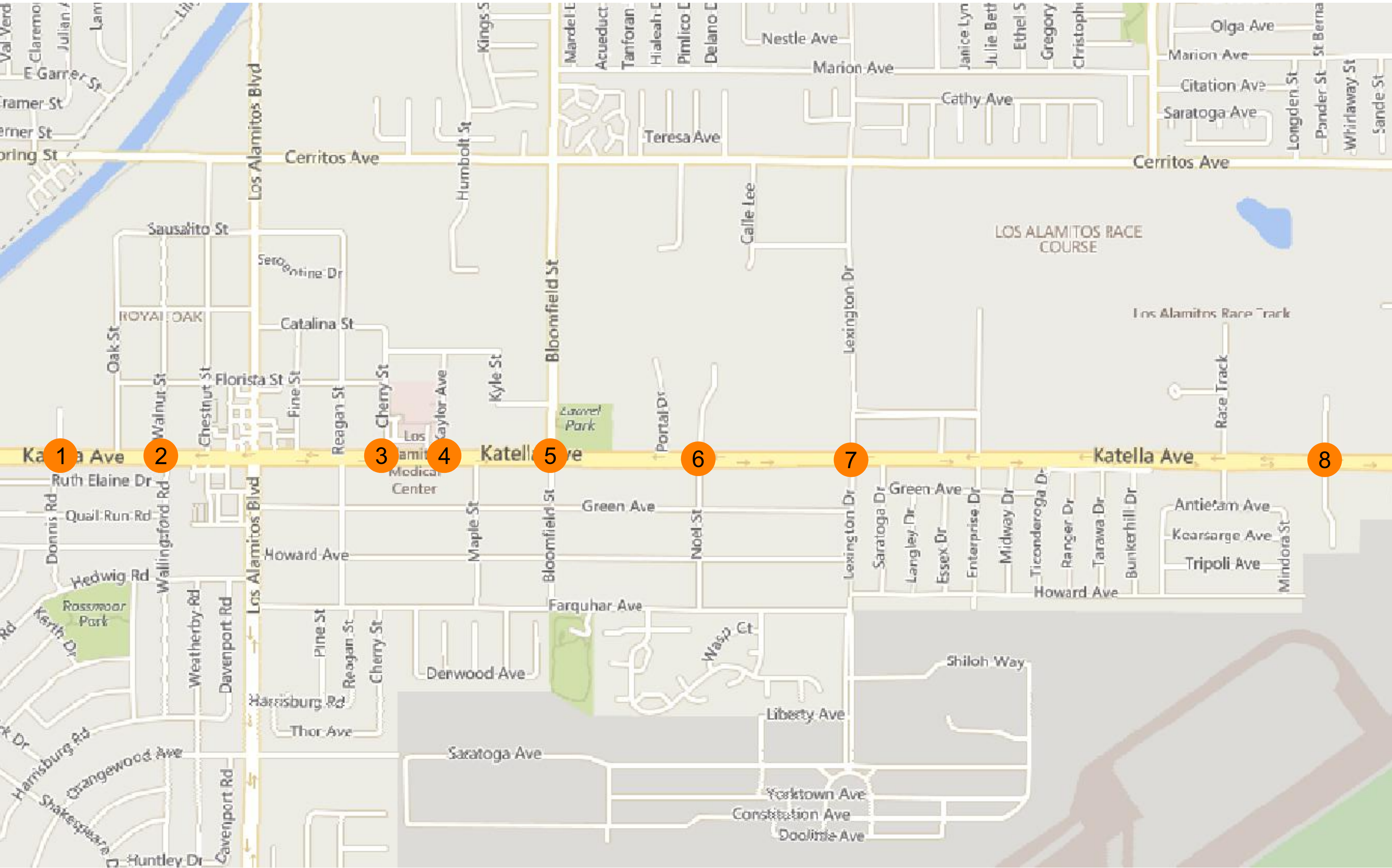
APPV'D



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

CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

ARTERIAL OVERHEAD STREET NAME SIGN
REPLACEMENT PROJECT



LEGEND

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

TABLE 2

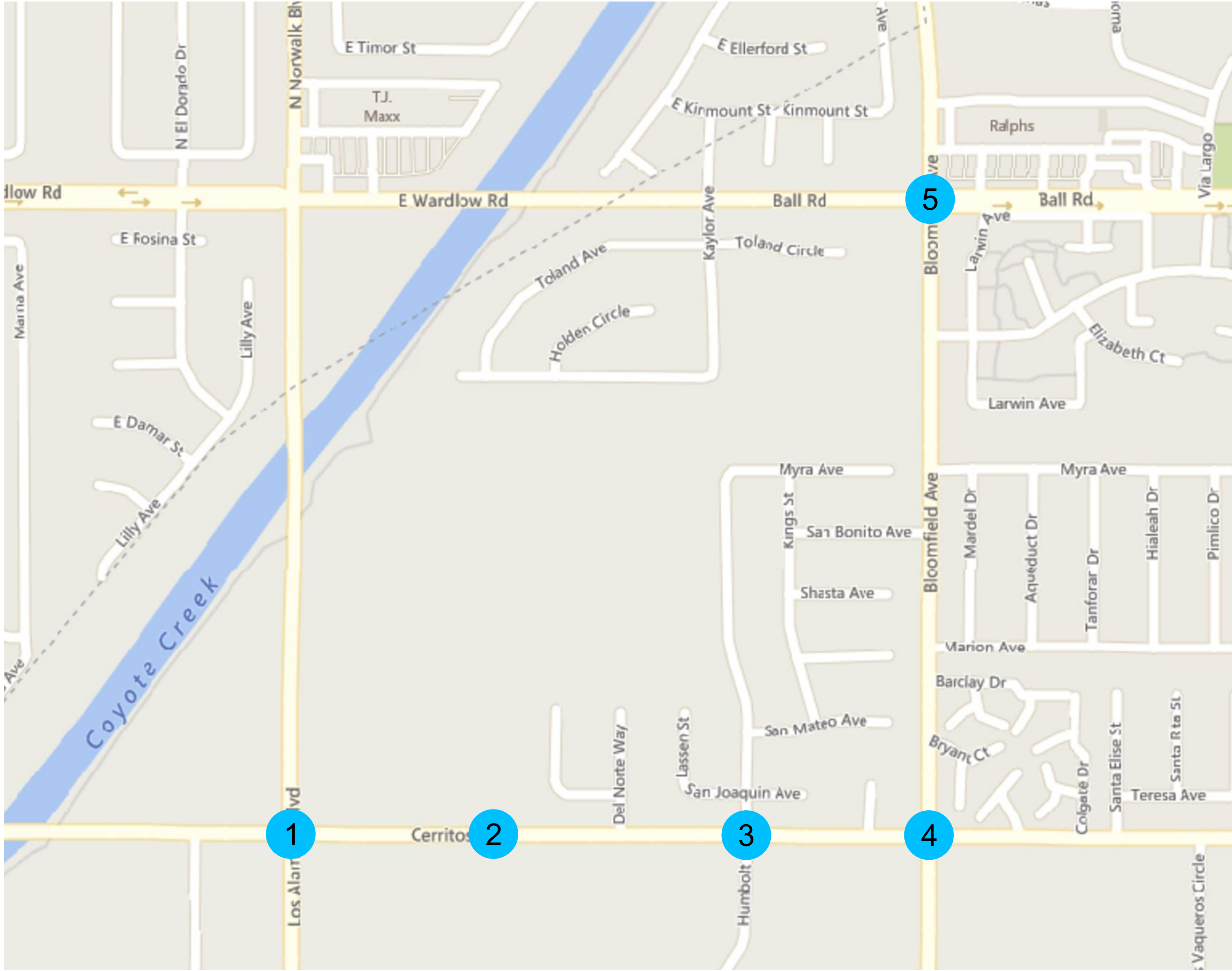
SIGN DETAIL					
FONT		SIZE	COLOR	BACKGROUND	MATERIAL
STREET NAME	CENTURY GOTHIC	8"UC/6"LC	WHITE	SULTAN BLUE PANTONE 288C 3630-157	ALUM. PANEL WITH 3M DG3 REFLECTIVE SHEETING
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"CITY OF LOS ALAMITOS"	CENTURY GOTHIC	2"	WHITE		
CITY LOGO	N/A	8" TALL	N/A		

NOTE: ALL OVERHEAD STREET NAME SIGNS SHALL BE REFLECTORIZED.

TABLE 1

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





LEGEND

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

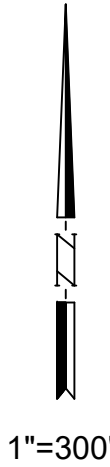


TABLE 1

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

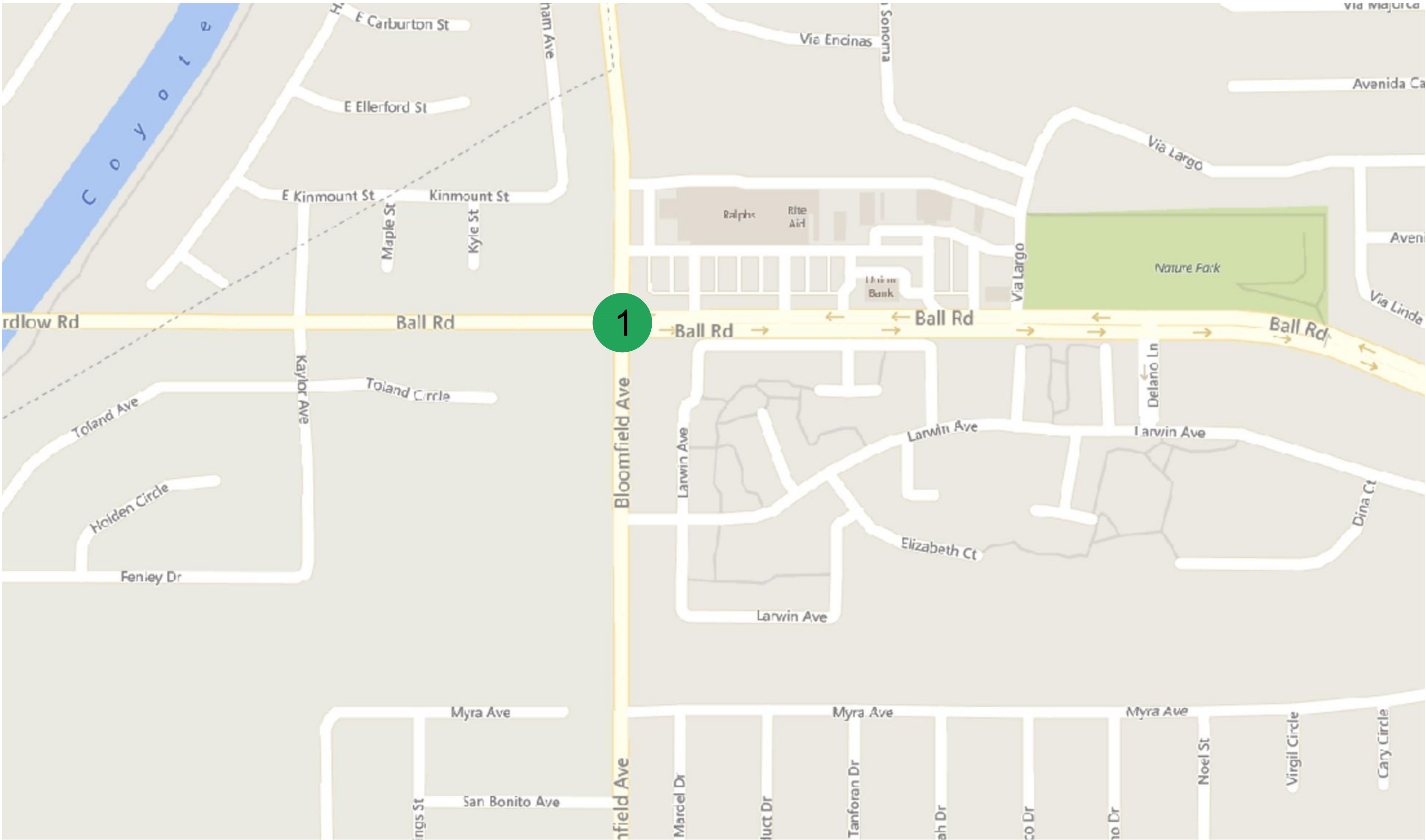


DETAIL "A"

TABLE 2

SIGN DETAIL					
FONT		SIZE	COLOR	BACKGROUND	MATERIAL
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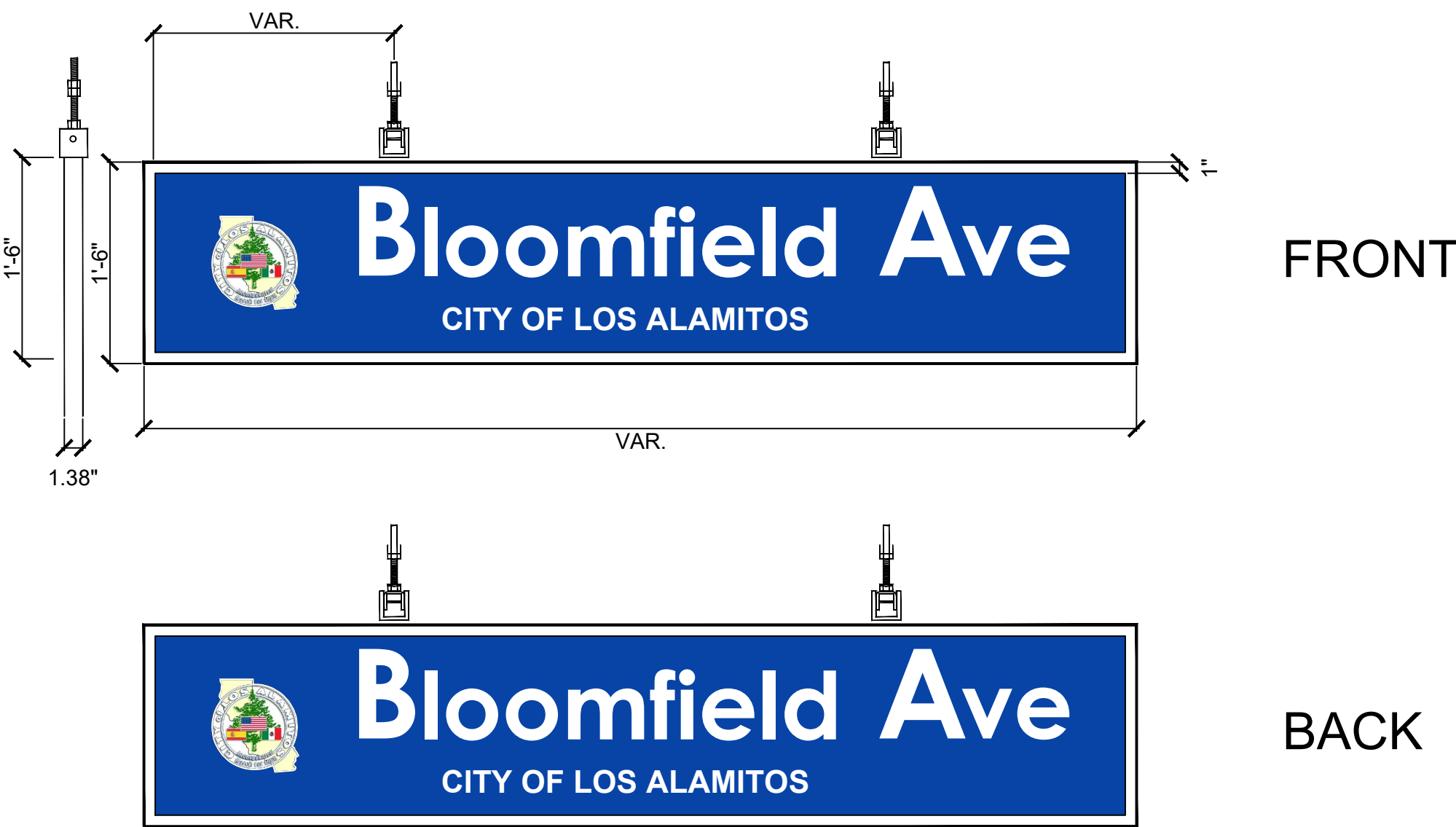


LEGEND

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

TABLE 1

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



DETAIL "A"

TABLE 2

SIGN DETAIL					
FONT		SIZE	COLOR	BACKGROUND	MATERIAL
STREET NAME	CENTURY GOTHIC	8"UC/6"LC	WHITE	SULTAN BLUE PANTONE 288C 3630-157	ALUM. PANEL WITH 3M DG3 REFLECTIVE SHEETING
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ADDENDUM NUMBER 1

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

To all bidders under specifications for Request for Bids for the Construction of **ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT, CIP NO. 21/22-01**, which are to be received by the City of Los Alamitos, until 11:00 A.M. on Wednesday, September 01, 2021:

The intent of this Addendum No. 1 is to revise the contract documents with the attached Addendum 1.

Attached is the revised plan set and bid schedule for the project. Below is a summary of changes.

PLAN SET

Sheet 1:

- CIP no. was corrected from 19/20-04
- Revision Note was edited at the bottom of sheet.

Sheet 2:

- Table 1. No.1 Katella Ave at Civic Center Dr was removed from the project.
- Table 1 was renumbered.
- Map was renumbered.
- Table 1. No. 3 (after renumbering) Katella Ave at Cherry St. Katella Ave changed from 1 to 0 signs.
- Total Quantities were tabulated at the bottom of Table 1.

Sheet 3:

- Table 1. No. 5 Bloomfield St at Ball Rd was removed from sheet 3, since it had its own sheet (Sheet 4).
- No. 5 was removed from Map
- Table 1. No.1 Note was added regarding Contractor to install City Furnished SNS for Los Alamitos Blvd, Contact City Engineer for Pick up location.
- Table 1. No. 2 Cerritos Ave at Los Alamitos H.S. Cerritos Ave changed from 1 to 0 signs.
- Total Quantities were tabulated at the bottom of Table 1.

Sheet 4:

- Total Quantities were corrected and tabulated at the bottom of Table 1.

BID SCHEDULE

- Item 1 Estimated quantity changed from 37 to 33
- Item 2 was added to bid schedule for the installation of the City Furnished SNS.

Date: August 25th, 2021

BY ORDER OF THE CITY OF LOS ALAMITOS

By 

Chris C. Kelley, P.E.
City Engineer
City of Los Alamitos

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
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AGENCIES TO BE NOTIFIED:

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3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100

2. LOS ALAMITOS POLICE DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255

3. ORANGE COUNTY FIRE DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026

4. LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547

5. ROSSMOOR/LOS ALAMITOS AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
6. LOS ALAMITOS UNIFIED SCHOOL DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700

7. OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912

8. CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700

9. CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383

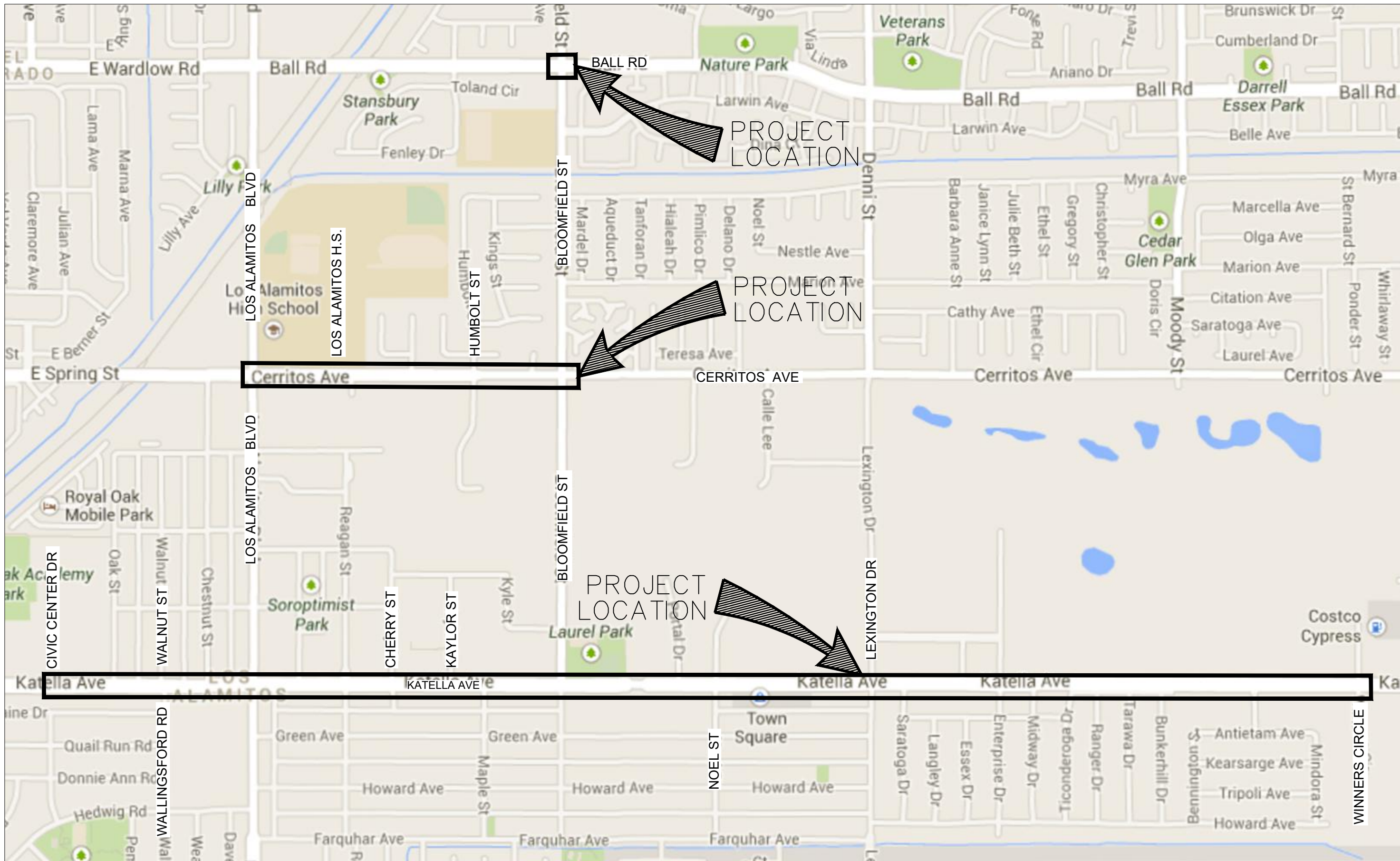
10. ROSSMOOR COMMUNITY SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR, CA 90720
(562) 431-0525



CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

ARTERIAL OVERHEAD STREET NAME
SIGN REPLACEMENT PROJECT

PROJECT NO. CIP 21/22-01



VICINITY MAP

SCALE : N.T.S.

SHEET SCHEDULE

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2-4	STREET NAME SIGN REPLACEMENT PLAN

GENERAL NOTES:

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



REVISIONS

NUMBER	DATE	INITIALS	DESCRIPTION
1	8/25/2021	MO	KATELLA AVE AT CIVIC CENTER DR REMOVED, TABLES ADJUSTED, CORRECTED SIGN QUANTITIES, & CORRECTED CIP NUMBER

REFERENCES

APPV'D



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

CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

ARTERIAL OVERHEAD STREET NAME SIGN
REPLACEMENT PROJECT

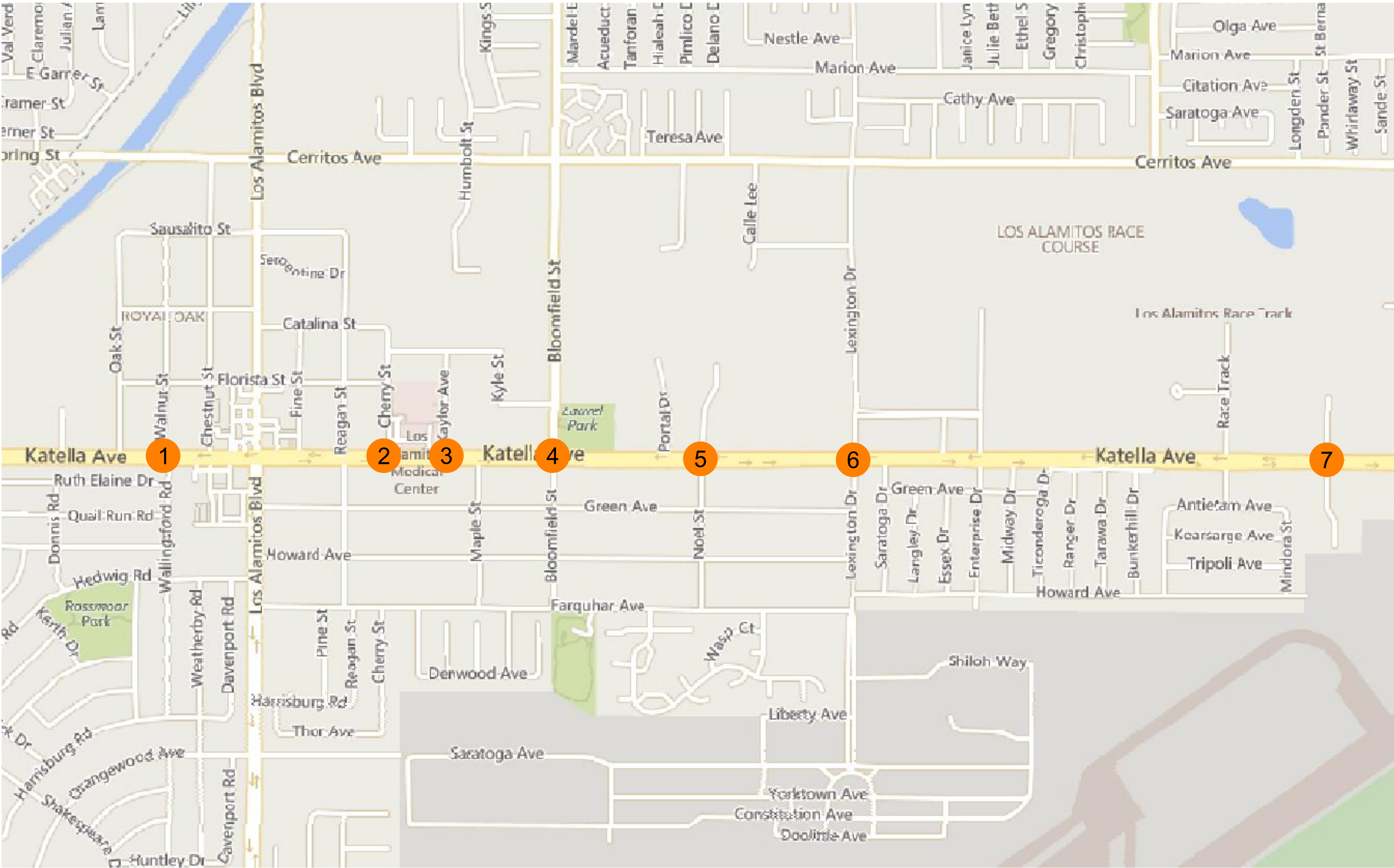


TABLE 1

SIGN QUANTITY				
No.	Primary Street	Number of Signs	Secondary Street	Number of Signs
1	Katella Ave	0	Walnut St ➡	1
			⬅ Wallingsford Rd	1
			⬅ Walnut St	1
2	Katella Ave	0	Wallingsford Rd ➡	1
			Cherry St ➡	1
3	Katella Ave	1	⬅ Cherry St	1
			Kaylor St ➡	1
4	Katella Ave	2	⬅ Kaylor St	1
			Bloomfield St	2
5	Katella Ave	2	Noel St	2
6	Katella Ave	2	Lexington Dr	2
7	Katella Ave	1	Winners Circle	1
TOTAL		8	TOTAL	13
			TOTAL FOR SEGMENT	21

1 KATELLA AVE AT CIVIC CENTER DR REMOVED, TABLE RENUMBERED, CORRECTED SIGN QUANTITIES.

LEGEND

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

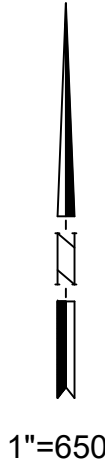
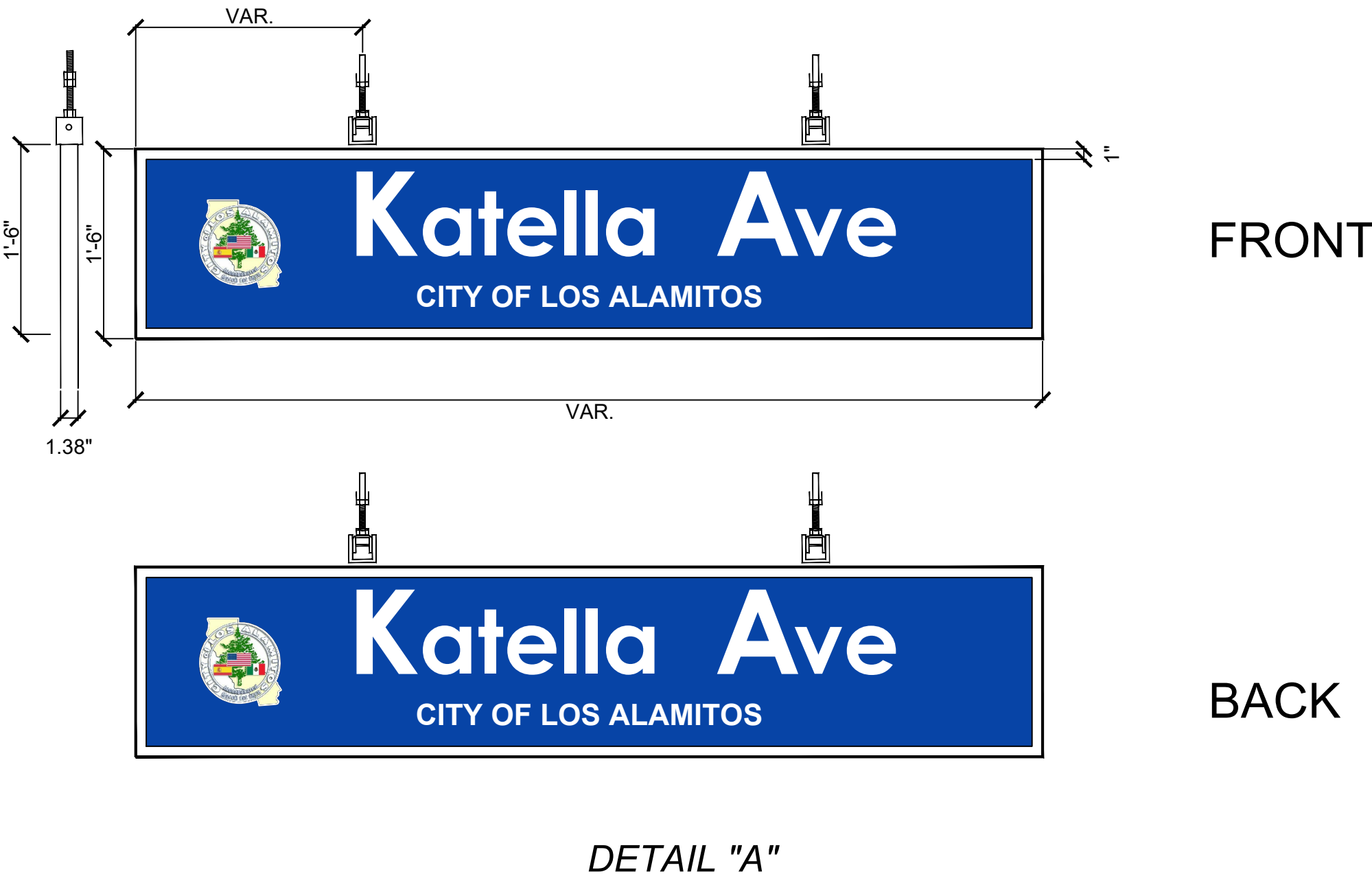


TABLE 2

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

NOTE: ALL OVERHEAD STREET NAME SIGNS SHALL BE REFLECTORIZED.



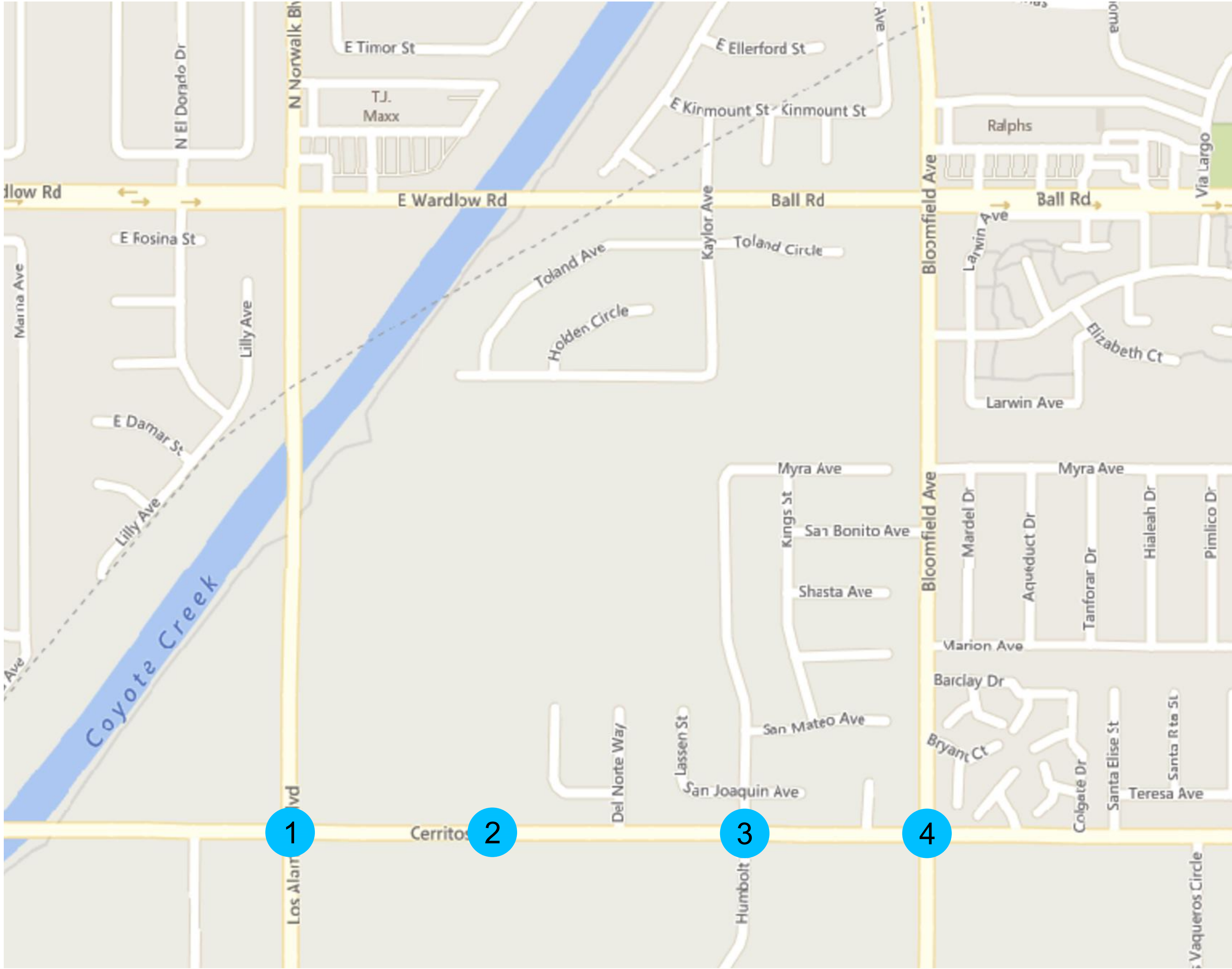
DETAIL "A"



DATE: 6/21/2021

CITY OF LOS ALAMITOS

CITYWIDE OVERHEAD STREET NAME
SIGN REPLACEMENT PLAN



LEGEND



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

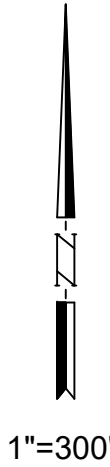


TABLE 1

SIGN QUANTITY				
No.	Primary Street	Number of Signs	Secondary Street	Number of Signs
1	Los Alamitos Blvd	0**	Cerritos Ave	2
2	Cerritos Ave	0	Los Alamitos H.S. ➔	1
			➔ Los Alamitos H.S.	1
3	Cerritos Ave	0	Humbolt St	2
4	Cerritos Ave	2	Bloomfield St	2
TOTAL		2	TOTAL	8
			TOTAL FOR SEGMENT	10

** TWO (2) CITY FURNISHED LOS ALAMITOS BLVD OVERHEAD SNS TO BE INSTALLED AT INTERSECTION. CONTACT CITY ENGINEER FOR PICK UP LOCATION.

NO. 5 REMOVED FROM SHEET - BLOOMFIELD ST AT BALL RD. SIGN QUANTITIES CORRECTED.

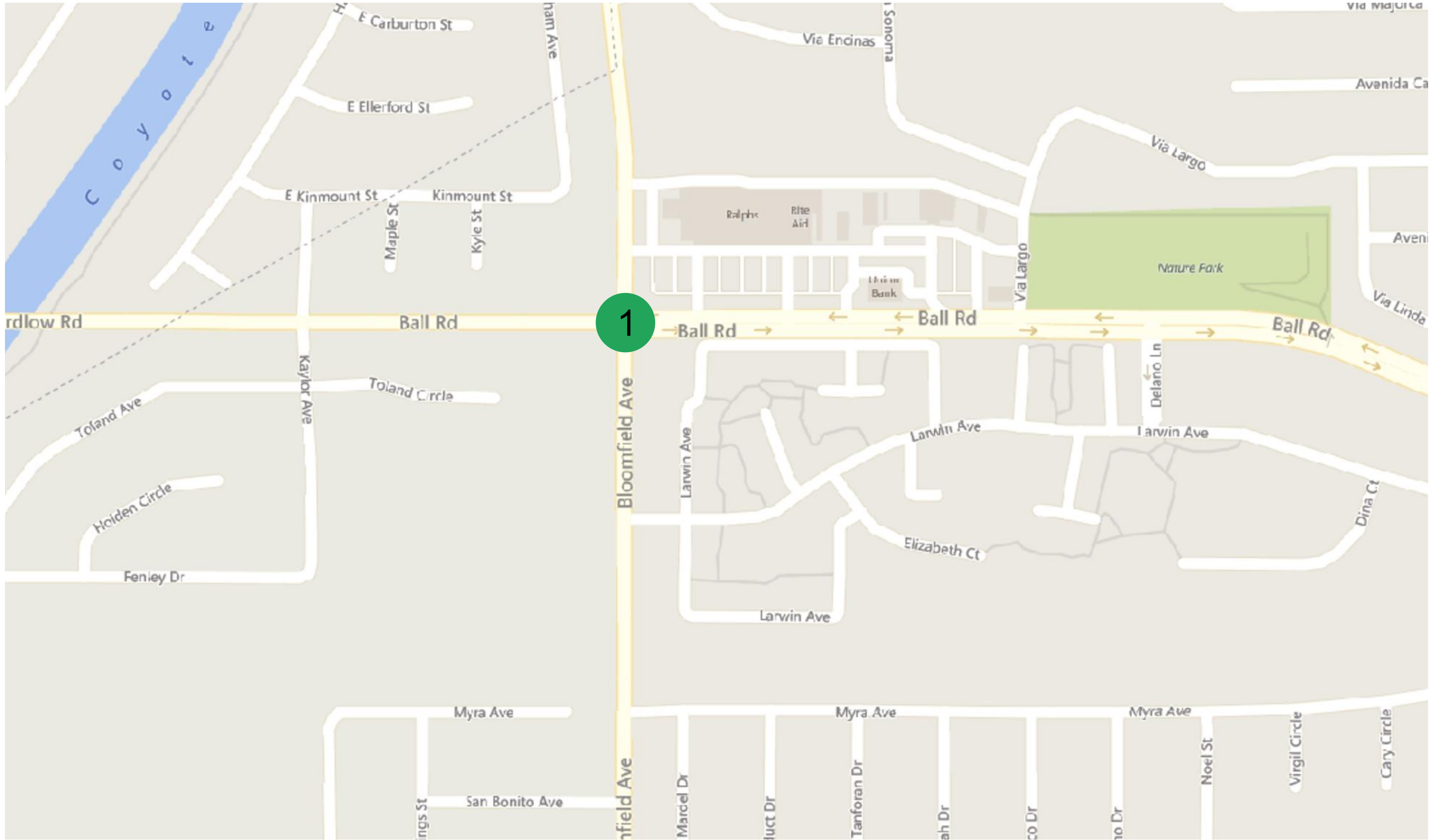


DETAIL "A"

TABLE 2

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

NOTE: ALL OVERHEAD STREET NAME SIGNS SHALL BE REFLECTORIZED.



LEGEND

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

1

TABLE 1

SIGN QUANTITY

No.	Primary Street	Number of Signs	Secondary Street	Number of Signs
1	Bloomfield St	1	Ball Rd	1
	TOTAL	1	TOTAL	1
		TOTAL FOR SEGMENT		2

1

SIGN QUANTITIES CORRECTED

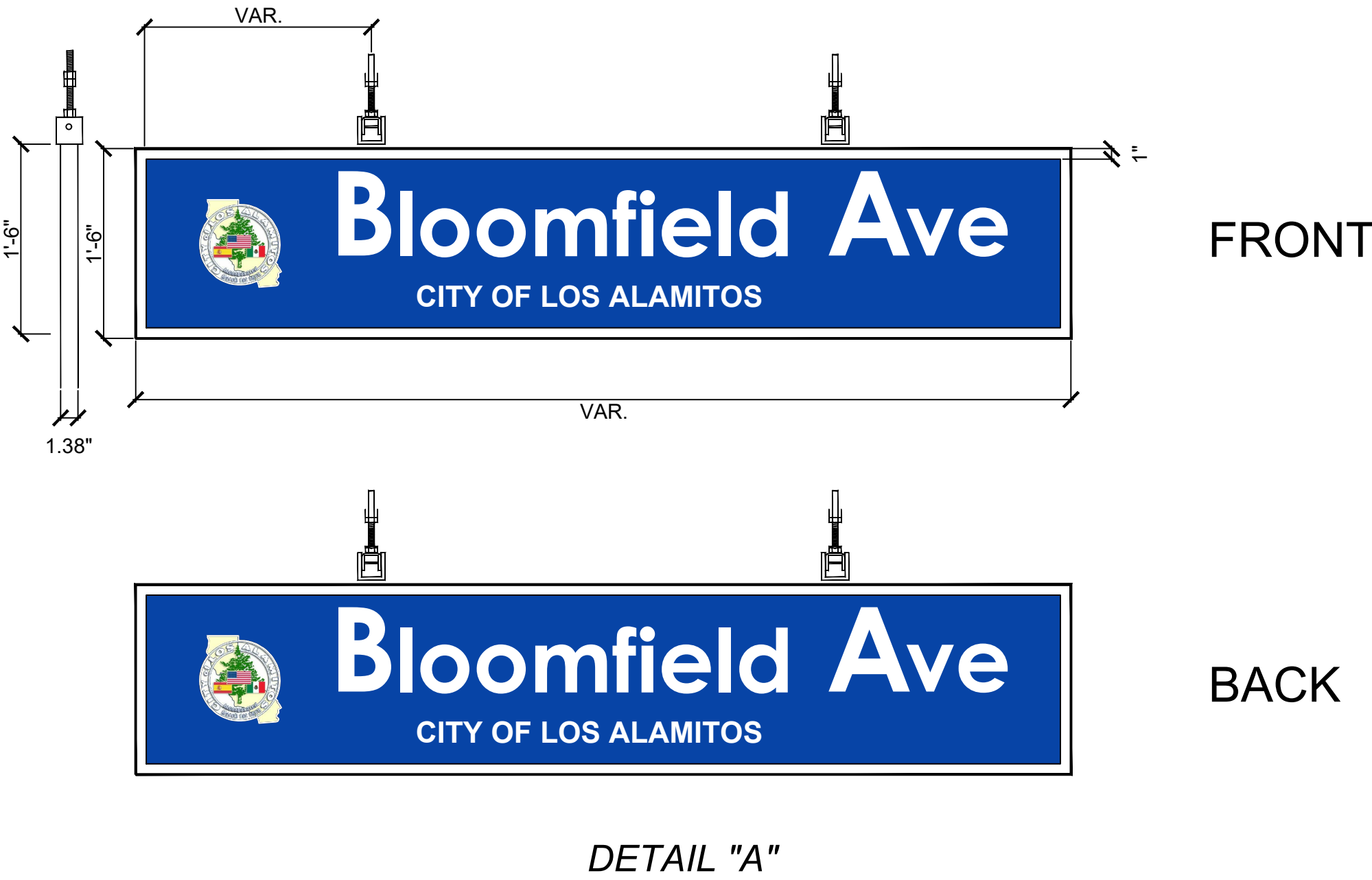


TABLE 2

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

NOTE: ALL OVERHEAD STREET NAME SIGNS SHALL BE REFLECTORIZED.

BID SCHEDULE
REVISED PER ADENDUM NO.1

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

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

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

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: _____
CONTRACTOR'S LICENSE NO.: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
DATE: _____

Addendum 1

BID SCHEDULE (Continued)
REVISED PER ADENDUM NO.1

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

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BID SCHEDULES

BID SCHEDULE A					
ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Remove and Replace Existing Overhead Street Name Sign with New Non-Illuminated Retro-Reflective Street Name Sign per Plan	<u>33</u>	EA	\$	\$
<u>2</u>	<u>Remove Existing Overhead Street Name Sign and Replace with City Furnished Non-Illuminated Retro-Reflective Street Name Sign per Plan</u>	<u>2</u>	<u>EA</u>	<u>\$</u>	<u>\$</u>
Subtotal - Schedule A					

Bid Schedule Total \$ _____

Bid Schedule Total (in words):

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

(Company Name of Bidder)

(Date)

Addendum 1

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 18, 2021

ITEM NUMBER: 11G

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

Presented By: Ron Noda, Development Services Director

Subject: Approval of Professional Services Agreement with Charles Abbott Associates for Electronic Plan Check System and Customer Portal for the Building and Safety Division

SUMMARY

This item seeks approval of Professional Services Agreement (PSA) with Charles Abbott Associates (CAA) to provide electronic plan check services and customer portal for the Building & Safety Division.

RECOMMENDATION

Authorize the Mayor to execute the Professional Services Agreement with Charles Abbott Associates for electronic plan check services and customer portal via the City Tech Solutions (CTS) Pro Software for a term of two years in the amount of \$31,000.

BACKGROUND

Charles Abbott Associates has been providing services for the City since 2011 through a Professional Services Agreement (PSA) for Building & Safety, National Pollutant Discharge Elimination System (NPDES) Business Inspection Services, Water Quality Management Plan (WQMP) reviews and project inspections, and City facilities building related services.

DISCUSSION

The COVID-19 pandemic imposed many challenges as it minimized face-to-face interaction and services. In response, the City adopted a number of different technology upgrades in order to ensure the continuity of service to our resident and business community. One such upgrade was the implementation of an online plan check review system in an effort to minimize the impacts on property owners for plan check submittals and reviews.

Since its implementation, this system has proved to be an essential in increasing productivity related to daily plan check reviews. By minimizing the need for repeat office visits, it has significantly increase the overall efficiency of the plan review process and reduced the time burden placed upon our customers. In addition to the actual processing of plans, CAA's City Tech Solutions (CTS) Pro Software also provide the capability for online payments. Like electronic plan check services, the ability for property owners to pay online expedites the process for the issuance of a building permit.

Charles Abbott Associates has agreed to continue to provide electronic plan check services via the CTS Pro Software and the related customer portal for a term that will run concurrent with their existing contract for building and related services. This will set the expiration for this PSA to March 15, 2023.

The following table represents the anticipated cost for this service:

CTS Pro Software	Cost	Discount	Extended Cost
Annual Subscription Total	\$48,000	-\$36,000	\$12,000
One-Time Installation Total	\$12,500	-\$5,500	\$7,000
TOTAL 1st YEAR			\$19,000
Annual Subscription 2nd Year			\$12,000

Given that all other building related services are bundled via the current contract with CAA, it was determined that this would be a sole source service, as no other firm has the ability to provide standalone online plan check services. The execution of this agreement will not provide retroactive pay to CAA for the existing online plan check review service.

FISCAL IMPACT

Sufficient funds have been budgeted for this contract and will be paid out of the Development Services account 10-534-5260 in the Fiscal Year 2021-2022 budget.

Submitted by: Ron Noda, Development Services Director

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

Attachments:

- 1. PSA with Charles Abbott Associates – Electronic Plan Check*
- 2. Charles Abbott Associates proposal letter*

PROFESSIONAL SERVICES AGREEMENT
[City of Los Alamitos/Charles Abbott Associates]

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this 18th day of August 2021 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and Charles Abbott Associates, a Corporation, (“Firm”). City and Firm are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified firm to provide an electronic plan check system and customer portal via the CityTech Solutions (CTS) Pro Software for the Development Services Department (“Project”).

B. Firm has submitted to City a written proposal, dated August 20, 2020, to provide an electronic plan check system and customer portal for the Building and Safety Division.

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

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

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

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the Professional Services Proposal, dated August 20, 2020, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, in an amount not to exceed Nineteen Thousand Dollars and Zero Cents (\$19,000) in year one of contract execution, and Twelve Thousand Dollars and Zero Cents (\$12,000) in its second year. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of two (2) years ending on March 15, 2023.

4. COORDINATION OF PROJECT SERVICES

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is

permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are

cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement, at any time, with or without cause, upon fourteen (14) calendar days written notice to Firm, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Firm.

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

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

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

10. MISCELLANEOUS PROVISIONS

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

10.2 Patent and Copyright Infringement.

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

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

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

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

To City:

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

With copy to:

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

To Firm:

Rusty Reed, PE
President
Charles Abbott Associates
27401 Los Altos #220
Mission Viejo, CA 92691
rustyreed@caaprofessionals.com

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Chet Simmons
City Manager

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

Charles Abbott Associates

By: _____
Rusty Reed
CEO/President

By: _____
Susan Abbott
Majority Owner

EXHIBIT “A”

FIRM’S PROPOSAL/ SCOPE OF SERVICES

DATED: August 10, 2020

August 20, 2020

Ron Noda, Acting Deputy City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720



Subject: CityTech Solutions Software

Dear Mr. Noda:

Thank you for your interest in having **Charles Abbott Associates, Inc. (CAA)** provide the City of Los Alamitos with our CityTech Solutions (CTS) Pro Software.

CAA has been providing a growing number of cities and counties with outstanding building and safety, engineering and plan checking services since 1984. Over the years, we have developed our own software, CityTech Solutions, to support and streamline the services we provide to our clients and fill the need for an easy to use, powerful, and affordable data management software. Our product suite is specifically designed for Community Development Departments as it dramatically reduces the time and cost of manually processing permits, plus it also improves the amount of social distancing now desired to perform basic plan check and permitting tasks.

Our system is completely cloud-based and offers an all-in-one building permit and electronic plan check solution. Whether you process 10 or 10,000 permits annually, CTS is an easy to use, highly dependable and cost-effective resource.

We feel that we built our software to manage the various day-to-day permitting challenges that most Community Development Departments face under normal circumstances. However, with the additional challenges that the COVID-19 has brought, we believe that our software is the ideal solution to help manage all of the new electronic workflows brought on by this pandemic. With CTS software, our clients are not only succeeding in solving these issues but also benefitting from numerous other efficiencies our solutions provide. Our clients are streamlining processes, reducing the phone calls and email needed to complete their work, and increasing public access to information – but they are also seeing tremendous benefits from being able to process, track, and report work by efficiently managing permit, code enforcement, inspection, and other community service workflows.

With extensive expertise in the government sector, CTS can offer the following software advantages to your City:

Strong Focus on State & Local Government: Our products are designed and developed uniquely for the needs of state and local government agencies. This focus has allowed us to gain a wealth of knowledge and experience with projects in the government sector and has resulted in a deep understanding of the environment in which government operates.

We Develop & Support our Products: Our clients don't have to worry about dealing with outsourced support or resellers who may or may not support our products in the future.



No Debt or Venture Capital: We are a debt free company and are also not looking to sell our software division to another company. We will be around for the long haul.

Outstanding Customer Service & Support: 100% project completion and 95% client retention.

Open Architecture: Thanks to our architecture, CTS can be integrated with virtually any 3rd party application at an additional cost.

User Friendliness: CTS was meticulously designed with a great user interface, for a wonderful user experience. It is so user friendly that any user with knowledge of a building permit workflow can start using the software with minimal training.

Value: We take projects from start to finish and control our product development and pricing. That's how we are able to best meet your needs.

CAA has been providing our Basic Permits system to Los Alamitos as a part of our Building and Safety contract since 2010. We would now like to offer our Pro version which includes a full electronic plan check system and customer portal for the following cost:

CTS Pro Software	Cost	Discount	Extended Cost
Annual Subscription Total	\$48,000	-\$36,000	\$12,000
One-Time Installation Total	\$12,500	-\$5,500	\$7,000
TOTAL 1st YEAR			\$19,000
Annual Subscription 2nd Year			\$12,000

50% of the total is due upon contract execution; the remaining 50% is due upon project implementation. 2% increase will be applied at for year 3.

Thank you for your consideration!

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.
Mark Abbott, CBO, Director, Lead Programmer

27401 Los Altos #220
Mission Viejo, CA 92691

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 18, 2021

ITEM NUMBER: 11H

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

Presented By: Ron Noda, Development Services Director

Subject: Approval of the Request for Proposals (RFP) 2021-10 for the purchase of one (1) Mobile Performance Stage

SUMMARY

This report seeks approval to facilitate the solicitation of bids for the purchase and delivery of one (1) Mobile Performance Stage.

RECOMMENDATION

1. Approve the Request for Proposals (RFP) 2021-10 for the purchase and delivery of one (1) Mobile Performance Stage; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The stage that is currently in use by the City lacks capabilities for current community events. Some of those deficiencies include insufficient stage space for performers, including bands and dance groups, along with a low stage height, which in turn offers poor visibility to certain individuals in the crowd. In addition, this stage is challenging to transport, assemble, does not have stairs or a railing, and does not provide any covering for those on stage.

DISCUSSION

RFP 2021-10 is intended to solicit bids to purchase a mobile performance stage that is 20' x 16', standing at a height of six feet, provides railing, and stairs and a cover for stage performers. Securing a stage of this type offers many advantages including, enhances safety, provides better visibility for attendees, and offers the opportunities for larger bands and performers. The mobile aspect of the stage will not only cut the set-up time significantly, but will also provide greater convenience when transporting.

As the City prepares to ramp up its efforts in putting together more events that invoke community connectivity, the purchase represents an investment in the City's long range capabilities moving forward.

The estimated cost for this product is depicted in the following table:

DESCRIPTION OF EQUIPMENT	QUANTITY	ESTIMATED TOTAL COST
Mobile Performance Stage	1	\$50,600

The approximate timeline for the completion of this project:

October 18, 2021	Approval of Request for Proposals (RFP 2019-02)
October 27, 2021 and November 3, 2021	Advertise RFP
November 16, 2021	Deadline for submittals
January 17, 2022	Award of Contract

FISCAL IMPACT

The purchase of one (1) mobile performance stage is estimated at approximately \$50,600. Funding for this item is available from the American Rescue Plan Act (ARPA).

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

Attachment: 1. Request for Proposals (RFP) 2021-10, Mobile Performance Stage

CITY OF LOS ALAMITOS



**Request for Proposal (RFP) 2021-10
ASTRA LP2016 MOBILE PERFORMANCE STAGE
OR COMPARABLE MODEL**

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: October 18, 2021

Deadline/Bid Opening Date:
Must be received by 11:00am
Tuesday, November 16, 2021

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

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ASTRA LP2016 MOBILE PERFORMANCE STAGE OR COMPARABLE MODEL REQUEST FOR PROPOSAL (RFP) 2021-10 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A
NOTICE INVITING SEALED BIDS

**ASTRA LP2016 MOBILE PERFORMANCE STAGE
OR COMPARABLE MODEL
REQUEST FOR PROPOSAL (RFP) 2021-10
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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



NOTICE OF REQUEST FOR PROPOSALS 2021-10

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 11:00 AM on November 16, 2021, as follows:

ASTRA LP2016 MOBILE PERFORMANCE STAGE OR COMPARABLE MODEL

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR THE ACQUISITION OF AN ASTRA LP2016 MOBILE PERFORMANCE STAGE OR COMPARABLE MODEL. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of: the acquisition of one (1) Astra LP2016 Mobile Performance Stage or Comparable Model.

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
PROPOSAL RESPONSE REQUIREMENTS

**ASTRA LP2016 MOBILE PERFORMANCE STAGE
OR COMPARABLE MODEL
REQUEST FOR PROPOSAL (RFP) 2021-10
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION I - PROPOSAL RESPONSE REQUIREMENTS

The purpose of this Request for Proposal (RFP) is to solicit bids for the acquisition of one (1) Astra LP2016 Mobile Performance Stage or a comparable model.

Proposers shall submit the 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.

1.0 INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

Two (2) bound copies and one (1) Microsoft Word digital version of the Proposal must be submitted no later than 11:00 a.m., on Tuesday, November 16, 2021 in a sealed envelope and submitted to the following address:

**City of Los Alamitos
Attn: Ron Noda
Acting Deputy City Manager
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 the 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 PROPOSAL. All Proposals shall become the property of the City. Late Proposals will not be accepted and will be returned to the Proposer unopened.

SECTION II – ADDITIONAL PROPOSAL RESPONSE REQUIREMENTS

A: LETTER OF TRANSMITTAL

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to provide such services to the City of Los Alamitos.

B: COMPANY DATA

Please submit the following information:

1. Official firm name and address
2. Name, address, telephone number and email address of the Proposer's point of contact
3. Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture
4. Federal Employer I.D. Number
5. The address, telephone numbers, and fax numbers of each of your firm's locations
6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual
7. Number of years Proposer has been in business under the present business name
8. All comparable contracts currently in effect
9. Please describe areas of specialization provided by the Proposer
10. Any failures or refusals to complete a contract and explanation
11. Financial interests in other lines of business
12. Known conflicts of interest

C: PROPOSAL

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required for the proposal to be organized, and contain all information as specified below:

- A. Letter of Introduction, to include an understanding of the scope of services
- B. The firm's approach to delivering the scope of services
- C. Brief company profile and number of years the firm has been in business
- D. Location of principal office that will be responsible for the implementation of any contracts
- E. Description of the professional qualifications of the personnel who will be assigned to work in the City of Los Alamitos. While the Firm(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
- F. Three references to include: name, address and phone number of the organization, length of time services were provided, and a description of the services provided.

- G. Cost Proposal (including hourly rate) for Services. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles
- H. Any other information, which should be considered, such as any special services or customer service philosophy, which define your firm's practices.
- I. If contracted in the future, the firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Los Alamitos as additional insured. The proposal shall state whether the firm could provide such insurance proof of coverage at time of any contract execution.

The City of Los Alamitos reserves the right to accept or reject any and all proposals, or any portion of any proposal, or to waive any irregularities or informalities in the proposal or in the proposal process, or to make the award on the basis of that item or combination or items which, in its opinion, serves the best interest of the City. Services shall not commence until the Professional Services Agreement is executed by the City. Responses to this Request for Proposal become the property of the City.

SECTION III - GENERAL CONDITIONS

4.1 AUTHORIZED SIGNATURES: Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

4.2 AWARD OF PROPOSAL: Award will be made to the Proposers offering the most advantageous Proposals after consideration of all Evaluation Criteria set forth in Section II. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Request for Proposal. The City shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of

clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

4.3 CANCELLATION OF SOLICITATION: The City may cancel this solicitation at any time.

4.4 COMPLIANCE WITH LAWS: All Proposals shall comply with current federal, state, and other laws relative thereto.

4.5 CONTRACT DOCUMENTS, EXAMINATION OF: It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall be satisfied as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

4.6 COSTS: The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

4.7 DISQUALIFICATION OF PROPOSER: If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

4.8 INTERPRETATION OF CONTRACT DOCUMENTS: City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any contract documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Requests for

interpretations shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

4.9 IRREGULARITIES: City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

4.10 NON-EXCLUSIVE CONTRACT: The successful Proposer will enter into a NON-EXCLUSIVE contract and the City reserves the right to enter into agreements with other firms for services.

4.11 NO OBLIGATION: The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

4.12 OFFERS OF MORE THAN ONE PRICE: Proposers are NOT allowed to submit more than one Proposal.

4.13 PROPOSAL, REJECTION OF: The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

4.14 PROPRIETARY INFORMATION: Proposal must **NOT** be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

4.15 PUBLIC OPENING: There will be a public opening of Proposals. Prices and other Proposal information shall not be made public until the Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

4.16 SEVERABILITY: If any provisions or portion of any provision, of a contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

4.17 SUBCONTRACTOR INFORMATION: If the Proposal includes the use of subcontractors, Proposer must identify subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

4.18 SUBCONTRACTOR REFERENCES: For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name
- b. Project description
- c. Dates (starting and ending)
- d. Technical environment
- e. Staff assigned to reference engagement that will be designated for work per this RFP
- f. Client project manager's name and telephone number.

4.19 TERMS OF AN OFFER: The City reserves the right to negotiate final contract terms with any selected Proposer. The City's standard form Professional Services Agreement (PSA) shall be used, and includes other provisions not described here. A standard Professional Services Agreement is attached for reference. Please review this very carefully and note in the body of your response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Firm Team's response will not be made after the selection of the Firm Team. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: any executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in an executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

4.20 WITHDRAWAL OF PROPOSAL: Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

**SECTION C
BACKGROUND**

**ASTRA LP2016 MOBILE PERFORMANCE STAGE
OR COMPARABLE MODEL
REQUEST FOR PROPOSAL (RFP) 2021-10
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**ASTRA LP2016 MOBILE PERFORMANCE STAGE
OR COMPARABLE MODEL
REQUEST FOR PROPOSAL (RFP) 2021-10
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

5.1 BACKGROUND

The City of Los Alamitos is soliciting Request for Proposals (RFP) from qualified vendors for one (1) Astra LP2016 Mobile Performance Stage or a Comparable Model.

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.

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

**SECTION D
SCOPE OF SERVICES**

**ASTRA LP2016 MOBILE PERFORMANCE STAGE
OR COMPARABLE MODEL
REQUEST FOR PROPOSAL (RFP) 2021-10
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**ASTRA LP2016 MOBILE PERFORMANCE STAGE
OR COMPARABLE MODEL
REQUEST FOR PROPOSAL (RFP) 2021-10
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

6.1 SCOPE OF SERVICES

The City of Los Alamitos is soliciting Request for Proposals (RFP) from qualified vendors for one (1) Astra LP2016 Mobile Performance Stage or a Comparable Model.

6.2 REFERENCES AND QUALIFICATION REQUIREMENTS

Firm must present evidence indicative of its ability to finance, provide, and sustain the specified 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 the Firm .

1. **Client References:** On a separate sheet of paper, firm must furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom firm has provided similar services. The City intends to contact these customers to determine reliability, Firms' performance, services and other information.
2. **General Business Statement:** A statement of all of the important business activities of firms' 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 size facilities an areas (or with gross acreage equal to or greater than) with similar service levels as those required for this Contract. Firms shall guarantee that the actual on-site supervisor or foreman shall possess this experience.
3. **Financial Statement:** Most recent and complete financial statement of firms' current assets, liabilities and net worth.
4. **Credit References:** A minimum of five (5) credit or financial references giving names, street addresses and telephone numbers in each instance.
5. **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.

6.3 REQUIREMENT FOR SUPPLEMENTAL INFORMATION

Following the evaluation of proposals, and prior to any consideration of award, the apparent responsible firm(s) may be required to provide supplemental information such as the number of employees used under this Contract. The supplemental information will be used to evaluate the firms'

ability to fulfill the terms of the Contract, and determine the relative values and benefits of utilizing a Contract in lieu of City staff.

**SECTION E
PROPOSAL SCHEDULE**

**ASTRA LP2016 MOBILE PERFORMANCE STAGE
OR COMPARABLE MODEL
REQUEST FOR PROPOSAL (RFP) 2021-10
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL SCHEDULE

**ASTRA LP2016 MOBILE PERFORMANCE STAGE
OR COMPARABLE MODEL
REQUEST FOR PROPOSAL (RFP) 2021-10
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

DESCRIPTION OF EQUIPMENT	COST PER UNIT
STAGE DELIVERY	

The Firm 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.

Proposal Schedule Total: \$ _____

Proposal Schedule Total (in word): _____

Company Name of Proposer

Date

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the attached Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

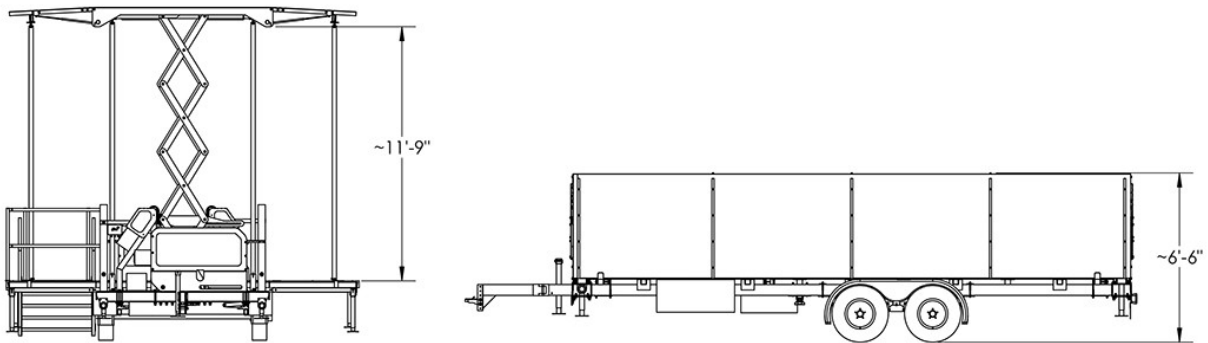
SECTION F
MOBILE PERFORMANCE STAGE DESIGN SPECIFICATIONS

**ASTRA LP2016 MOBILE PERFORMANCE STAGE
OR COMPARABLE MODEL
REQUEST FOR PROPOSAL (RFP) 2021-10
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**



ASTRA STAGES

Affordable Mobile Stages



LP2016 STAGE

The Astra LP2016 Stage is an easy to operate electric winch-driven stage. The stage has a built-in battery charger that plugs into a regular wall outlet for easy charging. The folded trailer height is approx. 6ft-6in so it can fit under a residential garage door. The towing tongue breaks away so the unit can shorten up to fit into tighter spaces.



f

©2021 by Astra Stages, LLC. Astra Stages is a trademark of Astra Stages, LLC.

Astra Stages LP2016



Trailer:		
Trailer Length	28' tongue out & 23' 3" folded	7.92 m / 7.08 m
Trailer Width	102"	2.59 m
Trailer Height	6' 8"	2.03 m
Cargo Space	7' 6" x 4' 8"	2.9 m x 1.42 m
Cargo Capacity	600 lb	272 kg
Trailer Weight	6,400 lb	2,902 kg
Tongue Weight	630 lb	288 kg
Axle Rating	3,500 lb x 2	kg x 2
Tires	205/75/14	205/75/14
Rim Size	14x6	14x6



Stage Deck:		
Floor Size	20' x 16'	6.10 m x 4.88 m
Floor Height	33"	.84 m
Ground to Roof	15' 6"	4.72 m
Structure	3/4" Marine plywood	19 mm Marine plywood
Floor Support	(15) 8,000 lb jacks	(15) 3,629 kg jacks

Stage Roof:		
Covered Roof	21' 5" x 16'	m x 4.88 m
Deck to Roof Top	12' 9"	3.88 m
Surface	Canvas / Alum	Canvas / Alum

Beam Loads:		
Fly Bays	optional - coming soon	optional - coming soon

Other:	
Install Time	45 min to 1 hr
Required Personnel	2
Site Preparation	none
Hauling Mode	Bumper hitch
Power Source	Battery Powered Winch



Astra Stages, LLC
 3303 Airport Circle
 Pittsburg, KS 66762
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SECTION G

**ASTRA LP2016 MOBILE PERFORMANCE STAGE
OR COMPARABLE MODEL
REQUEST FOR PROPOSAL (RFP) 2021-10
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROFESSIONAL SERVICES AGREEMENT
[enter name of firm/company]

THIS PROFESSIONAL SERVICES AGREEMENT ("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 _____, ("Firm"). City and Firm are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

- A. City has determined that it requires the services of a qualified firm to provide _____ ("Project").
- B. Firm has submitted to City a written proposal, dated _____, 2021, to provide _____ for the Project.
- C. Firm represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the necessary services to City and has agreed to provide such services as set forth herein.
- D. City desires to engage Firm to provide such services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. SERVICES OF FIRM

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

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

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

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

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

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

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

2. **COMPENSATION**

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the rates and charges set forth in the professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed _____ 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 Firm wishes to receive payment, Firm shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Firm and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

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

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

3. **SCHEDULE OF PERFORMANCE**

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

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

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

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

4. COORDINATION OF PROJECT SERVICES

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is

permitted by City to subcontract any part of this Agreement, Firm shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are

cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

8.6 Termination for Default of Firm.

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

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

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

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

10. MISCELLANEOUS PROVISIONS

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

10.2 Patent and Copyright Infringement.

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

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

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

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

To City:

City's Contract Officer, title
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
_____@cityoflosalamitos.org

With copy to:

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

To Firm:

Name of Firm
Street
City, State, Zip Code
Email

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____

Mark A. Chirco

Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____

Michael S. Daudt

City Attorney

By: _____

Windmera Quintanar, MMC

City Clerk

“Firm”

Name of Firm

By: _____

Name

Title

By: _____

Name

Title

EXHIBIT “A”

FIRM’S PROPOSAL/ SCOPE OF SERVICES

DATED: _____ __, 2021

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 18, 2021

ITEM NUMBER: 12A

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

Presented By: Craig Koehler, Finance Director

Subject: Ordinance No. 2021-04 – Purchasing Ordinance Amendment

SUMMARY

At its August 23, 2021 Special Meeting, the Budget Standing Committee considered a proposed amendment to Chapter 2.60 (Purchasing System) of the Los Alamitos Municipal Code. At that time, the Budget Standing Committee directed staff to return with a revised ordinance establishing: (1) a \$50,000 threshold for the “formal” procedure for purchase of supplies and equipment; and, (2) a \$50,000 limit on the City Manager’s contract authority for personal, professional, and consulting services. Ordinance No. 2021-04, attached to this report, incorporates the directed changes.

This report recommends approval of Ordinance No. 2021-04 amending Los Alamitos Municipal Code Chapter 2.60 (Purchasing System). The proposed Ordinance would increase the monetary thresholds for formal, open market, and City department contract procedures for the purchase of supplies and equipment, increase the City Manager’s contract authority for the acquisition of personal, professional, consulting or other services, and make other revisions intended to streamline the procurement process and provide anticipated gains in efficiency.

RECOMMENDATION

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2021-04; and,
2. City Attorney Daudt to read title of Ordinance No. 2021-04, entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 2.60 (PURCHASING SYSTEM) OF THE LOS ALAMITOS MUNICIPAL CODE.”

BACKGROUND

The City's procurement regulations, policies and procedures are codified at Chapter 2.60 (Purchasing System) of the Los Alamitos Municipal Code (the "Purchasing Ordinance"). The Purchasing Ordinance was last amended in 2019. City Staff recommends the proposed amendments to the Purchasing Ordinance based on its experience working with the existing code and following a review of purchasing regulations in surrounding jurisdictions. The proposed Ordinance is intended to streamline the procurement process and provide anticipated gains in efficiency.

DISCUSSION

Increase to Monetary Thresholds – Supplies and Equipment

Three distinct procedures are required for the purchase of supplies and equipment depending on the dollar amounts involved in the procurement. The "formal" process applies to purchases greater than \$20,000, which are approved by the City Council following a formal solicitation. The "open market" process involves purchases by the City Manager between \$5,000 and \$20,000 where at least three bids or quotes are received following an informal solicitation. Lastly, City Departments may, if authorized by the City Manager, dispense with bidding and make direct purchases of less than \$1,500.

The proposed Ordinance would increase these threshold amounts as follows:

Purchasing Procedure	Existing Threshold	Proposed Threshold
Formal (§ 2.60.030)	\$20,000	\$50,000
Open Market (§ 2.60.040)	\$5,000 – \$20,000	\$5,000 - \$50,000
City Manager Purchasing Authority (§ 260.130 B.)	\$20,000	\$50,000
City Council Review - Formal Award of Non - Public Project Service Contracts (§ 260.140 A.)	\$20,000	\$50,000

Contract Authority – Personal, Professional, and Consulting Services Agreements

At present, contracts involving the acquisition of personal, professional, consulting, or other services valued at less than \$20,000 may be approved by the City Manager without prior approval of the City Council. Contracts for these services of more than \$20,000 must be approved by the City Council. Staff surveyed surrounding jurisdictions and determined that the City Manager's contract authority for these services is comparatively low.

The proposed Ordinance would increase the City Manager's contract authority for personal, professional, consulting, or other services from \$20,000 to \$50,000. City Council review and approval would be required for service contracts valued at more than \$50,000.

Emergency Purchases

In the case where emergency purchases are necessary, the City Manager shall inform the Mayor, or Mayor Pro Tem in their absence, of any such emergency purchase.

No Changes to Public Works Contract Procedures

The City's public works contract procedures, governed by Section 1206 of the City Charter, will not be impacted by the proposed Ordinance, from the current limit of ten thousand (\$10,000) dollars.

FISCAL IMPACT

There is no direct, explicit fiscal impact to modifying the purchasing Ordinance. However, it is anticipated that the proposed Ordinance will result in administrative cost savings due to the increased efficiency arising from the increase in threshold amounts, City Manager contract authority, and streamlining of procurement processes.

Submitted by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

Attachment: 1. Ordinance No. 2021-04
 2. Los Alamitos Municipal Code Chapter 2.60 Purchasing System

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTER 2.60 (PURCHASING SYSTEM) OF THE LOS ALAMITOS MUNICIPAL CODE

WHEREAS, the City's procurement regulations, policies and procedures are codified at Chapter 2.60 (Purchasing System) of the Los Alamitos Municipal Code (the "Purchasing Ordinance"); and,

WHEREAS, the Purchasing Ordinance establishes three categories of procedures for the purchase of supplies and equipment based on dollar amounts. The "formal" procedure applies to purchases of supplies and equipment with an estimated value greater than \$20,000. The "open market" procedure applies to purchases of supplies and equipment with an estimated value between \$5,000 and \$20,000. Lastly, the purchasing officer may authorize a city department to directly purchase or contract for supplies and equipment with a not to exceed value of \$1,500; and,

WHEREAS, the City Manager is authorized to contract for personal, professional, and consulting services and to purchase equipment and supplies without prior approval of the City Council when the amount of the contract is less than \$20,000; and,

WHEREAS, the Purchasing Ordinance was last amended in 2019; and,

WHEREAS, an increase to the monetary purchasing thresholds and other revisions to the Purchasing Ordinance are desired to improve efficiency and enhance City procurement of necessary supplies, equipment and services.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Section 2.60.030 of the Los Alamitos Municipal Code is amended to read (new text underlined; deleted text in strikeout):

"2.60.030 Formal contract procedure.

Except as otherwise provided herein purchases and contracts for supplies and equipment of estimated value greater than fifty ~~twenty~~ thousand dollars (~~\$50,000.00~~ ~~\$20,000.00~~) shall be awarded by written contract approved by the city council to the most qualified vendor pursuant to the procedure prescribed herein.

A. Request for Proposals. A request for proposals solicitation document shall be publicly noticed and made available to prospective vendors. The request for proposals shall describe the requested supplies and equipment in general terms,

how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of proposals.

1. Published Notice. The request for proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may include publication in an adjudicated newspaper of general circulation, printed and published in the city, posting in at least three public places within the city that have been designated by resolution as the places for posting public notices, and/or a public bulletin board in City Hall.

B. Proposal Opening Procedure. Proposals shall be submitted to the purchasing officer and shall be identified as formal competitive proposals on the outside of the sealed envelope. Proposals shall be opened in public at the time and place stated in the request for proposals. A tabulation of all proposals received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the proposal opening.

C. Rejection of Proposals. At its discretion, the city council may reject any and all proposals presented for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for proposals.

D. Award of Contracts. Contracts shall be awarded by the city council to the lowest cost proposer, except as otherwise provided herein, consistent with the most qualified vendor selection criteria set forth below.

1. Most Qualified Vendor. In determining the most qualified vendor, consideration is to be given to price, quality, and performance of the supplies or equipment to be purchased. Criteria for determining the most qualified vendor shall include but not be limited to the following:

- a. The cost and quality of the supplies or equipment;
- b. The ability, capacity, and skill of the vendor to perform the contract and to provide the supplies or equipment requested;
- c. The ability of the vendor to provide the supplies or equipment requested promptly or within the time specified, without delay, interference, or service interruption;
- d. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- e. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- f. The quality of vendor's performance history and record on previous purchases or contracts with the city;

- g. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the supplies or equipment purchased; and
- h. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder.

E. Performance Bonds. The purchasing officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering a contract in such amount as may be reasonably necessary to protect the best interest of the city. If the city council requires a performance bond or other form of security or guarantee, the form and amount of the bond, security or guarantee shall be described in the request for proposals, and the performance bond, security or guarantee shall be in a form approved by the city attorney.

SECTION 3. Section 2.60.040 of the Los Alamitos Municipal Code is amended to read (new text underlined; deleted text in strikeout):

“2.60.040 Open market procedure.

Purchases of supplies and equipment of an estimated value in the amount of between five thousand dollars (\$5,000.00) and ~~twenty~~ fifty thousand dollars (~~\$20,000.00~~ \$50,000.00) may be made by the purchasing officer in the open market without observing the procedure prescribed by Section 2.60.030, but the following procedures shall be followed:

A. Minimum Number of Bids. Open market purchase shall, wherever possible, be based on at least three bids and shall be awarded to the lowest cost bidder, consistent with the most qualified vendor selection criteria set forth in Section 2.60.030.

B. Notice Inviting Bids. The purchasing officer shall solicit bids by written requests to prospective vendors, and/or by telephone, and/or by public notice posted on a public bulletin board in City Hall and/or published on the city’s official website...”

SECTION 4. Section 2.60.070 of the Los Alamitos Municipal Code is amended to read (new text underlined; deleted text in strikeout):

“2.60.070 Bidding.

Purchases of supplies and equipment shall be by bid procedures pursuant to Sections 2.60.030 and 2.60.040. Bidding shall be dispensed with only when an emergency requires that an order be placed with a known available source of supply, when the amount involved is less than five thousand dollars (\$5,000.00), or when the commodity can be obtained from only one vendor. In addition, the City Manager or his/her designee shall promptly notify the Mayor, or Mayor Pro Tem in their absence, of any such emergency purchase.

SECTION 5. Section 2.60.130 of the Los Alamitos Municipal Code is amended to read (new text underlined; deleted text in strikeout):

“2.60.130 City Manager purchasing authority—Informal award of non-public project contracts.

A. Exemption for Personal, Professional, and Consulting Services. Except as provided in this section and Section 2.60.140, contracts involving the acquisition of personal, professional, consulting, or other services shall not be subject to the terms of this chapter.

B. City Manager Authority to Contract for Personal, Professional, and Consulting Services. The city manager is authorized to contract for personal, professional, and consulting services and to purchase equipment and supplies pursuant to this chapter without prior approval of the city council when the amount of the contract is less than fifty ~~twenty~~ thousand dollars (\$50,000.00) ~~(\$20,000.00)~~ and there exists an unencumbered amount in the fund account against which the expense is to be charged at least equal to the contract cost.”

SECTION 6. Section 2.60.140 of the Los Alamitos Municipal Code is amended to read (new text underlined; deleted text in strikeout):

“2.60.140 City Council review—Formal award of non-public project service contracts.

A. Personal, Professional and Consulting Services. The city council shall review and approve the scope of services prepared for every personal, professional, or consulting services contract of more than ~~twenty~~ fifty thousand dollars ~~(\$20,000.00)~~ (\$50,000.00). Contracts for personal, professional, or consulting services shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, qualifications, and suitability for the project in general. The city may consider the cost of personal, professional, or consulting services if the authorized contracting party (i.e., the city council or city manager, as applicable) determines it to be a relevant factor under the circumstances”

[No changes to Subsections B. and C. of Section 2.60.140]

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 15th day of November 2021.

Marc A. Chirco, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2021-04 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 18th day of October, 2021 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 15th day of November, 2021, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

Los Alamitos Municipal Code

[Up](#) [Previous](#) [Next](#) [Main](#) [Collapse](#) [Search](#) [Print](#) [No Frames](#)[Title 2 ADMINISTRATION AND PERSONNEL](#)**Chapter 2.60 PURCHASING SYSTEM**

Note

* Prior ordinance history: Ords. 480, 485, 499 and 578.

2.60.010 Purchasing system adopted.

In order to establish efficient procedures for the purchase of supplies and equipment, to secure for the city supplies and equipment at the lowest possible cost commensurate with quality needed to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is adopted. The purchasing ordinance is divided into two sections; formal contract and open market procedures, each having its own distinct requirement. (Ord. 622 § 1, 1999)

2.60.020 Purchasing officer.

There is created the position of purchasing officer. The city manager shall be the purchasing officer. The city manager may delegate any of the powers and duties conferred upon him or her as purchasing officer to any other officer or employee of the city. The purchasing officer shall:

A. Purchase or contract for supplies and equipment required by any department in accordance with purchasing procedures prescribed by this chapter, such administrative regulations as the purchasing officer shall adopt, and such other rules and regulations as shall be prescribed by the city council;

B. Negotiate and recommend execution of contracts for the purchase of supplies and equipment;

C. Act to procure for the city the needed quality in supplies and equipment;

D. Discourage uniform bidding and endeavor to obtain full and open competition on all purchases; provided, however, the purchasing officer may request bids based on brand name or specific make or model when he or she has made the determination that such specific makes or names are clearly in the best interest of the city. Such determination shall be made in writing and shall state the factors taken into account, including, but not limited to, the following:

1. Prior or existing use by the city of the brand or name,

2. Familiarity of the city's employees with the product,

3. Cost savings expected,

4. Spare parts or accessories on hand,

5. Elimination of the need for training on new equipment,

6. Unique adaptability of the brand or name to the city function which it will perform;

E. Keep informed of current developments in the field of purchasing, prices, market conditions and new products;

F. Prescribe and maintain such forms as are reasonably necessary to the operation of this chapter and any other rules and regulations;

G. Supervise the inspection of all supplies and equipment purchased to ensure conformance with specifications;

H. Recommend the transfer of surplus or unused supplies and equipment between departments as needed and recommend the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use;

I. Maintain a bidders' list, vendors' catalog file and records needed for the efficient operation of the purchasing department.

The purchasing officer may consult with Orange County centralized purchasing before purchases are made. (Ord. 622 § 1, 1999)

2.60.030 Formal contract procedure.

Except as otherwise provided herein purchases and contracts for supplies and equipment of estimated value greater than twenty thousand dollars (\$20,000.00) shall be awarded by written contract approved by the city council to the most qualified vendor pursuant to the procedure prescribed herein.

A. Request for Proposals. A request for proposals solicitation document shall be publicly noticed and made available to prospective vendors. The request for proposals shall describe the requested supplies and equipment in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of proposals.

1. Published Notice. The request for proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may include publication in an adjudicated newspaper of general circulation, printed and published in the city, posting in at least three public places within the city that have been designated by resolution as the places for posting public notices, and/or a public bulletin board in City Hall.

B. Proposal Opening Procedure. Proposals shall be submitted to the purchasing officer and shall be identified as formal competitive proposals on the outside of the sealed envelope. Proposals shall be opened in public at the time and place stated in the request for proposals. A tabulation of all proposals received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the proposal opening.

C. Rejection of Proposals. At its discretion, the city council may reject any and all proposals presented for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for proposals.

D. Award of Contracts. Contracts shall be awarded by the city council to the lowest cost proposer, except as otherwise provided herein, consistent with the most qualified vendor selection criteria set forth below.

1. Most Qualified Vendor. In determining the most qualified vendor, consideration is to be given to price, quality, and performance of the supplies or equipment to be purchased. Criteria for determining the most qualified vendor shall include but not be limited to the following:

- a. The cost and quality of the supplies or equipment;
- b. The ability, capacity, and skill of the vendor to perform the contract and to provide the supplies or equipment requested;
- c. The ability of the vendor to provide the supplies or equipment requested promptly or within the time specified, without delay, interference, or service interruption;
- d. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- e. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- f. The quality of vendor's performance history and record on previous purchases or contracts with the city;
- g. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the supplies or equipment purchased; and
- h. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder.

E. Performance Bonds. The purchasing officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering a contract in such amount as may be reasonably necessary to protect the best interest of the city. If the city council requires a performance bond or other form of security or guarantee, the form and amount of the bond, security or guarantee shall be described in the request for proposals, and the performance bond, security or guarantee shall be in a form approved by the city attorney. (Ord. 19-01 § 2, 2019; Ord. 622 § 1, 1999)

2.60.040 Open market procedure.

Purchases of supplies and equipment of an estimated value in the amount of between five thousand dollars (\$5,000.00) and twenty thousand dollars (\$20,000.00) may be made by the purchasing officer in the open market without observing the procedure prescribed by Section 2.60.030, but the following procedures shall be followed:

A. Minimum Number of Bids. Open market purchase shall, wherever possible, be based on at least three bids, and shall be awarded to the lowest cost bidder, consistent with the most qualified vendor selection criteria set forth in Section 2.60.030.

B. Notice Inviting Bids. The purchasing officer shall solicit bids by written requests to prospective vendors, and/or by telephone, and/or by public notice posted on a public bulletin board in City Hall and/or published on the city's official website.

C. Written Bids. Written bids shall be submitted to the purchasing officer who shall keep a record of all open market bids or the placing of orders. This record, while so kept, shall be open to public inspection. (Ord. 19-01 § 3, 2019; Ord. 622 § 1, 1999)

2.60.050 Exemptions from centralized purchasing.

The purchasing officer may authorize any department in writing to purchase or contract for specified supplies and equipment of a value not to exceed five thousand dollars (\$5,000.00), independently of the purchasing department, but he or she shall require that such purchases or contracts shall be made in conformity with the procedures established by this chapter, and shall further require periodic reports from the department on the purchases and contracts made under such written authorization. (Ord. 19-01 § 4, 2019; Ord. 622 § 1, 1999)

2.60.060 Requisitions.

Departments shall submit requests for supplies and equipment to the purchasing officer by standard requisition forms. (Ord. 622 § 1, 1999)

2.60.070 Bidding.

Purchases of supplies and equipment shall be by bid procedures pursuant to Sections 2.60.030 and 2.60.040. Bidding shall be dispensed with only when an emergency requires that an order be placed with a known available source of supply, when the amount involved is less than five thousand dollars (\$5,000.00), or when the commodity can be obtained from only one vendor. (Ord. 19-01 § 5, 2019; Ord. 622 § 1, 1999)

2.60.080 Purchase orders required—Exception.

Purchases of supplies and equipment shall be made only by purchase order; provided, however, that any city department that maintains a city issued credit card may make purchases with such credit card of less than one thousand five hundred dollars (\$1,500.00). (Ord. 622 § 1, 1999)

2.60.090 Encumbrance of funds.

Except in cases of emergency, the purchasing officer shall not issue any purchase order for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged. (Ord. 622 § 1, 1999)

2.60.100 Inspection and testing.

The purchasing officer shall inspect supplies and equipment delivered to determine their conformance with the specifications set forth in the order or contract. The purchasing officer shall have authority to require chemical and

physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications. (Ord. 622 § 1, 1999)

2.60.110 Purchases through other agencies.

The procurement policies and procedures set forth in Sections 2.60.030, 2.60.040, 2.60.120 and 2.60.140 need not be followed when the city council or city manager determines that another public agency or government entity, including without limitation the county of Orange, the state of California, and the Federal Government (hereinafter “the acquiring agency”) 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. (Ord. 19-01 § 6, 2019; Ord. 622 § 1, 1999)

2.60.120 Purchase of electronic data processing and telecommunications equipment.

The city has found that electronic data processing and telecommunications equipment, goods and services are unique, and of such importance to city programs as to warrant a separate acquisition authority therefor.

A. Electronic Data Processing and Telecommunications Equipment—Acquisition by Competitive Means—Exceptions. Acquisition of electronic data processing and telecommunications goods and services by the city shall be conducted through competitive means, except when the city determines one of the following:

1. The goods and services proposed for acquisition are the only goods and services which can meet the city’s needs;
2. The goods and services are needed in case of an emergency where immediate acquisition is necessary for the efficient operation and preservation of the city’s services.

B. Procedure for Acquisition. The mode of acquisition to be used and the procedure to be followed shall be approved by the purchasing officer who shall adopt appropriate criteria and procedures to ensure compliance with the intent of this chapter. However, the procedure shall provide for issuance by the city of a solicitation document to, and for the submission of proposals by, prospective contractors.

C. Cost-Effective Solution to City Requirements—Evaluation—Exclusion of Vendors.

1. Contract awards shall be based on the proposal which provides the most cost-effective solution to the city’s requirements, as determined by the evaluation criteria contained in the solicitation document. The evaluation procedures may provide for the selection of a vendor on a basis other than cost alone.
2. Evaluation of proposals for the purpose of determining contract award shall provide for consideration of a bidder’s best financing alternative unless the city determines that a particular financing alternative should not be considered.
3. To the extent practical, the solicitation documents shall provide for a contract to be written to enable acquisition of additional items to avoid essentially redundant acquisition processes when it can be determined that it is economical to do so.

D. Disposal of excess goods—Manner. Electronic data processing goods and telecommunications equipment which are determined to be surplus to the city’s needs shall be disposed of in a manner best serving the interest of the city, which may include auction, sale or transfer to other governmental entities or nonprofit entities.

E. Policies and Procedures—Price Negotiations, Performance, Availability Standards and Bonding or Penalty Assessments. The city may establish policies and procedures for all of the following:

1. Price negotiation with respect to all acquisitions conducted under this chapter;
2. System or equipment component performance or availability standards, including an assessment of the added cost to the city to receive contractual guarantee of a level of performance;
3. Requirement of a bond or assessment of a cost penalty with respect to a contract or consideration of a contract offered by a vendor whose performance has been determined unsatisfactory by the city.

F. Additional Rules and Regulations. The finance department may adopt additional rules and regulations consistent with the provisions of this chapter.

G. Contract for Goods and Services—Terms and Conditions—Progress Payments—Performance Bond. Any contract for electronic data processing goods and telecommunications equipment and services, to be manufactured or performed by the contractor especially for the city and not suitable for sale to others in the ordinary course of the contractor's business, may provide for such terms and conditions as the city deems necessary to protect its interests including, but not limited to, progress payments as the work is performed; provided that, at least ten (10) percent of the contract price is required to be withheld until final delivery and acceptance of the goods or services, and that the contractor is required to submit a performance bond of at least one-half the total payable under the contract. (Ord. 622 § 1, 1999)

2.60.130 City manager purchasing authority—Informal award of non-public project contracts.

A. Exemption for Personal, Professional, and Consulting Services. Except as provided in this section and Section 2.60.140, contracts involving the acquisition of personal, professional, consulting, or other services shall not be subject to the terms of this chapter.

B. City Manager Authority to Contract for Personal, Professional, and Consulting Services. The city manager is authorized to contract for personal, professional, and consulting services and to purchase equipment and supplies pursuant to this chapter without prior approval of the city council when the amount of the contract is less than twenty thousand dollars (\$20,000.00) and there exists an unencumbered amount in the fund account against which the expense is to be charged at least equal to the contract cost. (Ord. 19-01 § 7, 2019; Ord. 12-01 § 2, 2012; Ord. 622 § 1, 1999)

2.60.140 City Council review—Formal award of non-public project service contracts.

A. Personal, Professional and Consulting Services. The city council shall review and approve the scope of services prepared for every personal, professional, or consulting services contract of more than twenty thousand dollars (\$20,000.00). Contracts for personal, professional, or consulting services shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, qualifications, and suitability for the project in general. The city may consider the cost of personal, professional, or consulting services if the authorized contracting party (i.e., the city council or city manager, as applicable) determines it to be a relevant factor under the circumstances.

B. Procedure. Except as provided by ordinance, prior to the award pursuant to this section of a contract for services in which cost is to be considered as a factor, a notice inviting bids or request for proposals shall be given to various qualified providers and all proposals received shall be considered. If the director of the using department certifies that, to the best of his or her knowledge, the service can be obtained only from one vendor or contractor, and that no equivalent services are available, the notice inviting formal bids or request for proposals may be sent exclusively to such vendor or contractor. Award of the contract shall be by formal motion, resolution, or ordinance of the city council within twenty-four (24) months of receipt of bids.

C. Proposals and Awards in Substantial Compliance. Proposals received pursuant to a request for proposals process in substantial compliance with the provisions of this section may be considered by the city and may be the basis for a contract award. (Ord. 19-01 § 8, 2019; Ord. 12-01 § 3, 2012)

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 18, 2021

ITEM NUMBER: 13A

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

Presented By: Emeline Noda, Director of Recreation & Community Services

Subject: Establishment of a 501(c)(3) non-profit City of Los Alamitos Foundation

SUMMARY

This agenda item provides an opportunity to discuss the possibility of creating a 501(c)(3) non-profit City of Los Alamitos Foundation.

RECOMMENDATION

1. Review and discuss the intent of establishing a City Foundation; and,
2. Provide direction to Staff regarding establishing a City Foundation.

BACKGROUND

In 2018, the City Council directed Staff to bring back an item that would allow discussing the possibility of creating a non-profit Foundation including duties, bylaws, funding and long-term management. The item was tabled after discussion and requested to bring back at a future date. The purpose of the Foundation would be to assist the City with fundraising and generating additional resources to provide enhanced facilities, programs and services. The Los Alamitos Recreation & Community Services Department historically raises approximately \$200,000 per year for community special events and various programs. In Development Services, grants and special funds are received in the amount of \$935,000 depending on the year and funding availability.

DISCUSSION

A City Foundation typically partners with a city by providing financial support to enhance services beyond the capabilities of local tax revenues by doing the following:

- Solicit funds in support of facilities, programs and services.

- Offer a tax deduction to donors for contributions.
- Apply for grants that are not available to government agencies.

A City Foundation can assist in enhancing and supplementing the City of Los Alamitos revenues to enhance City-wide services and/or update facilities and infrastructure. Staff have found that there are many grants that require the recipient to be from a non-profit organization. A City Foundation opens up doors to more funding possibilities.

For reference on a local municipality's Community Foundation, the City of La Palma was able to re-establish their Foundation. La Palma Community Foundation was originally founded in 1999 and re-established in November of 2016 after a few years of inactivity. Michele Steggell, serving as the Mayor of La Palma at the time, re-established the La Palma Community Foundation after noticing the loss of Kennedy High School's Every 15 Minutes Program, a DUI education and awareness initiative. Determined to bring back this impactful program and save lives, the Foundation's first major initiative was to reintroduce, plan and fund Every 15 Minutes once more. Successful fundraising efforts have allowed the Foundation to expand its initiatives to include public safety programs and student scholarships.

The La Palma Community Foundation Board is made up of eight (8) current members with a max of 13 Board Members and two (2) City staff Ex-Officio Members with no voting rights, however, can provide input. Two (2) of the Board Members are current City Council members and the remainder are active City volunteers or business owners. There is no requirement to be a La Palma resident to be a Board Member. The Board meets on the second Monday of every month and goes dark in December. The Foundation operates one major fundraiser a year and there are no paid staff.

Similarly, Orange County Fire Authority Foundation was established in 2010 as a nonprofit 501(c)(3) public charity to assist the OCFA with additional resources needed to provide an enhanced level of fire prevention, suppression, and emergency medical services to the citizens of Orange County. Donations are used to assist with providing the highest level of technology, equipment, tools, training, education, and community outreach to Orange County residents. The Board meets once per year and there are six (6) Board Members. Administrative support comes from OCFA staff acting as non-voting Board Members to receive and track donations and provided with a spending authority up to a certain amount. There are no paid staff of the OCFA Foundation.

Staff researched companies specializing in incorporating 501(c)(3) non-profits. Based on conversations with several companies, staff determined that the Foundation can be established for less than \$5,000.

Potential Board Membership and Bylaws

Staff recommendations include:

- A maximum amount of nine (9) total voting Board Members:

- Five (5) representing the City districts (one member per district)
 - Two (2) member representing the business community
 - Two (2) City Council members
- City staff serving as an Ex-Officio Board Members (no voting status) can represent various departments and be available to provide input or education on projects or programs.
 - Members representing non-profit organizations and business community do not have to be a resident of Los Alamitos.
 - Individual donations can be designated towards a particular CIP Project or City program/service in any Department.
 - Include language in the Bylaws that in the event the Foundation goes dormant, that remaining funds be made available and deposited to the City of Los Alamitos to offset General Fund expenditures.
 - Leave open the opportunity to hire Foundation staff members in the future to implement Foundation events or to pursue grants as needed/requested.

FISCAL IMPACT

The cost to establishing a City of Los Alamitos Foundation if City Council desires to do so is less than \$5,000. If the Foundation is established, funds raised by the Foundation would go directly to offset the expenses of the City of Los Alamitos.

Submitted by: Emeline Noda, Recreation & Community Services Director
 Fiscal Impact Reviewed by: Craig Koehler, Finance Director
 Approved by: Chet Simmons, City Manager