

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

CITY COUNCIL AGENDA
SPECIAL MEETING

Monday, October 23, 2023 – 5:30 PM

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.

Agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5) will be made available for public inspection at the meeting. Such documents will also be available at the City Clerk's office, 3191 Katella Ave., Los Alamitos, CA 90720.

In compliance with the Americans with Disabilities Act, Assistive Listening headphones are available and can be checked out from the City Clerk. If you need special assistance to participate in this meeting, please contact the City Clerk at (562) 431-3538, ext. 220. Notification at least 42 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II]. Language translation services are available for this meeting by calling the City Clerk's Office least 42 hours in advance

If you are unable to attend this meeting in person, 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 "COUNCIL PUBLIC COMMENT". Comments received by 3:00 p.m. the day of the meeting 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. You may also view the meeting live on local cable channel 3.

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 Doby
Mayor Pro Tem Nefulda
Council Member Hasselbrink
Council Member Hibard
Council Member Murphy

3. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

Authority: Government Code Section 54957

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Cal. Gov. Code § 54956.9(d)(2):
(Claim No. 0057769)

C. CONFERENCE WITH LABOR NEGOTIATOR

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

D. CONFERENCE WITH LABOR NEGOTIATOR

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

E. CONFERENCE WITH LABOR NEGOTIATOR

City Negotiator: Chet Simmons, City Manager
Employee Organization: Executive Management, Non-Represented
Authority: Government Code Section 54957.6

4. PLEDGE OF ALLEGIANCE

Council Member Murphy will lead the Pledge of Allegiance.

5. INVOCATION

Mayor Doby will give the Invocation.

6. PRESENTATIONS

A. Presentation of a Tile Plaque to Trini Zenovka for Her Service to the City of Los Alamitos

B. Presentation by Lora Young, Orange County Mosquito and Vector Control District, Regarding Vector and Vector-Borne Disease in Orange County

C. Presentation of a Certificate to Debbie Jackobs, Owner of Flags with a Flair, in Recognition of Being Featured in the Mayor's Business Spotlight

D. Presentation of a Commendation to the Los Alamitos Code Enforcement Staff in Recognition of Code Enforcement Appreciation Month

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. UPDATES FROM THE MAYOR

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

9. UPDATES FROM THE CITY STAFF

At this time, City Staff 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.

10. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic fund transfers for the period September 1, 2023 to September 30, 2023.

Recommendation:

Ratify the Warrants for the period from September 1, 2023 to September 30, 2023 in the amount of \$2,026,800.64.

Roll Call

Mayor Doby
Mayor Pro Tem Nefulda
Council Member Hasselbrink
Council Member Hibard
Council Member Murphy

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 (Administration)

Approval of the Regular Meeting Minutes of September 18, 2023.

B. Treasurer's Quarterly Investment Report - September 2023 (Finance)

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

Recommendation: Receive and file the Treasurer's Quarterly Investment Report – September, 2023.

C. Crossing Guard Services with All City Management, Inc. (Police)

The City of Los Alamitos has outsourced crossing guard services to All City Management Services, Inc. (ACMS) since FY 2016-2017. ACMS has successfully and effectively provided crossing-guard services since that

time. The contract between the City and ACMS has exhausted all allowed extensions to date, and staff is supportive of continuing this relationship for crossing guard services. This item proposes entering a new agreement with ACMS for the contained provision of crossing guard services.

Recommendation:

1. Authorize the City Manager to enter into the Crossing Guard Services Agreement between All Cities Management and the City of Los Alamitos for the term of July 1, 2023 through June 30, 2025; and,
2. Allocate an additional \$30,500 to the Police Department account 10-528-5260, for Crossing Guard Services.

D. Approval of the Request for Proposals (RFP) 2023-06 and Authorization to Bid for an Armored Rescue and Response Vehicle (Police)

This item facilitates the solicitation of bids for the purchase of an armored rescue and response vehicle.

Recommendation:

1. Approve the Request for Proposals (RFP) 2023-06 Armored Rescue and Response vehicle; and,
2. Authorize Staff to advertise and solicit bid proposals.

E. Award of Bid for Concrete Remediation (CIP 22/23-08) (Development Services)

This item recommends awarding a two-year contract to Southern California Precision Cutting Inc. to conduct a citywide sidewalk assessment and provide "On-Call" remediation services of sidewalk trip hazards with a lift of one-quarter inch to two inches in an amount not to exceed \$200,000.

Recommendation:

1. Award of the bid for the on-call sidewalk assessment and remediation of concrete sidewalk trip hazards (CIP 22/23-08) in the amount not to exceed \$200,000 for two years to Southern California Precision Cutting Inc.; and,
2. Authorize the Mayor to execute the contract with Southern California Precision Cutting Inc. for the project.

F. Community Development Block Grant (CDBG) Application Resolution for Fiscal Year 2024/2025 (Development Services)

This item recommends adoption of a Resolution of approval for the Fiscal Year 2024/2025 Community Development Block Grant (CDBG) project application with the County of Orange.

Recommendation: Adopt amended Resolution No. 2023-22, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2024/2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE."

G. Reject Bid for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) (Development Services)

Construction bids were publicly opened for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) on September 7, 2023 with five bids received. The submitted acceptable bids surpassed a feasible budget. Therefore, staff is recommending that Council reject the bid submitted and go back out for additional bids.

Recommendation: Reject all bids received for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06).

H. Purchase of one (1) 2024 Ford Super Duty F-550 Stakebed Truck via the Sourcewell Competitive Purchasing Program from National Auto Fleet Group Contract No. 091521-NAF (Development Services)

This item seeks approval to purchase one (1) 2024 Ford Super Duty F-550 Stakebed Truck via the Sourcewell Competitive Purchasing Program at a cost of \$83,524.46.

Recommendation: Approve the purchase of one (1) 2024 Ford Super Duty F-550 DRW Stakebed Truck from National Auto Fleet Group via Sourcewell Contract No. 091521-NAF for an amount not to exceed \$83,524.46.

I. Disposal of Surplus Equipment (City Fleet and Equipment) (Development Services)

This item sets forth a recommendation to dispose of surplus equipment and a fleet vehicle valued between \$8,975 - \$17,175.

Recommendation: Declare the listed equipment and fleet as surplus and authorize its disposal in accordance with Los Alamitos Municipal Code (LAMC), Section 2.60.020.

12. DISCUSSION ITEM

A. **Projects of Significance Update - MyLosAlEngage (Administration)**

This Item provides an update on automation processes related to enhancing the City's notification efforts related to projects of significance in the City.

Recommendation: Receive and file.

B. **Consideration of an Accelerated Warrant Report Policy (Finance)**

This report provides information in connection with a proposed acceleration of the Warrant Report Policy.

Recommendation: Approve the proposed accelerated distribution of the Warrant Register.

C. **Resolution to Express Support for Actions to Retain Local Control Related to Local Zoning and Housing Issues (Administration)**

This agenda item provides information on SB 9 which allows homeowners to create up to four homes on an existing parcel, in effect, eliminating single-family-only zoning. The item includes information on the charter cities of Carson, Del Mar, Redondo Beach, Torrance, and Whittier (Petitioner Cities) and their day in court arguing against the State of California on the constitutionality of SB 9.

Recommendation: Support retaining local control by Adopting Resolution No. 2023-23, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES".

D. **Los Alamitos Community Foundation and City of Los Alamitos Memorandum of Understanding (MOU), Los Alamitos Senior Club and City of Los Alamitos Agreement, Los Alamitos Museum Insurance (Recreation)**

This agenda item provides draft Memorandum of Understandings (MOU) between the Los Alamitos Community Foundation and the City of Los Alamitos and the Agreement between the Los Alamitos Senior Club and the City of Los Alamitos. This item also addresses the reimbursement cost of insurance for both organizations, including the Los Alamitos Museum.

Recommendation:

1. Review and discuss the Memorandum of Understanding (MOU) with the Los Alamitos Community Foundation and the Agreement with the Los

Alamitos Senior Club; and,

2. Authorize the Mayor to execute the Memorandum of Understanding with the Los Alamitos Community Foundation; and,
3. Authorize the Mayor to execute the Agreement with the Los Alamitos Senior Club; and,
4. Discuss and provide direction concerning the City covering the cost of insurance for the Los Alamitos Community Foundation, Los Alamitos Senior Club, and Los Alamitos Museum; and,
5. Provide any feedback and/or further direction as necessary.

E. Senior Services Master Plan (Recreation)

This item for Council consideration is the concept of a Senior Services Master Plan to serve as a framework for future programming and infrastructure needs to serve the older adult community in Los Alamitos for the next 20 years.

Recommendation:

1. Discuss the need and desire for a Senior Services Master Plan; and,
2. Provide direction to Staff.
3. Consider appropriating funds out of General Fund Reserves.

F. Staffing Recommendations (Administration)

This item proposes the conversion of three part-time Community Services Coordinators to full-time Recreation Coordinators in the Recreation & Community Services Department and a new full-time Department Secretary for Administration at Mid-Year. If the proposed plan of conversion from part-time to full-time occurs at Mid-Year, the fiscal impact to the Recreation & Community Services Department will be \$67,054. Annually, the fiscal impact will be approximately \$134,108. The cost for the Department Secretary for Administration will be at Mid-Year is \$58,047 and the annual fiscal impact is \$116,095.

Recommendation: Review and discuss the proposal of converting three part-time Community Services Coordinators to full-time Coordinators and adding a new Department Secretary for Administration at Mid-Year.

G. Consideration to Implement "Revive Los Alamitos" (Development Services)

A discussion concerning the implementation of an Economic Development program intended to financially assist Los Alamitos-based businesses and commercial establishments by investing in their property through various methods.

Recommendation:

1. Review and discuss the program structure and criteria; and,
2. Provide feedback; and,
3. Approve funding for the program at a cost of \$105,000.

H. Community Center Roof Project (Development Services)

The roof of the Community Center building has incurred significant damage from storms in the beginning of 2023. This item recommends actions to begin facilitating the repairs of the roof and damaged infrastructure.

Recommendation:

1. Carryover the \$500,000 for the Community Center Roof Project approved by Council at the March 20, 2023, Council Meeting; and,
2. Appropriate an additional \$1,290,952 from the General fund for the Community Center Roof Project; and,
3. Authorize the City Manager to execute a construction contract for the Community Center Roof Project, in a form to be approved by the City Attorney, in amount not to exceed \$1,790,952.

I. Award Sterns Park Playground and Fitness Equipment Purchase (Development Services)

This item is for the purchase of playground and fitness equipment directly from the manufacturer, GameTime, through the use of a cooperative purchasing agreement via OMNIA Partners. The purchase of the playground and fitness equipment is part of the Sterns Park Rehab Project and would enable greater cost savings and assurance that the project continues forward on its intended timeline.

Recommendation:

1. Review and discuss the proposal and purchasing agreement for GameTime playground and fitness equipment; and,

2. Authorize the City Manager to use a cooperative purchasing agreement, in a form approved by the City Attorney, for the playground and fitness equipment in the amount of \$239,899,85.

13. 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.

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.



Windmera Quintanar, MMC, City
Clerk Dated: October 19, 2023

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 10A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Warrants

SUMMARY

The attached Warrant Register contains checks and electronic fund transfers for the period September 1, 2023 to September 30, 2023.

RECOMMENDATION

Ratify the Warrants for the period from September 1, 2023 to September 30, 2023 in the amount of \$2,026,800.64.

BACKGROUND

The expenditures noted within this Warrant Register conform to the budget approved by the City Council.

DISCUSSION

The Director of Finance certifies the accuracy of the attached register and the availability of monies for payment thereof.

FISCAL IMPACT

The grand total of \$2,026,800.64 represents checks and electronic fund transfers for the period September 1, 2023 to September 30, 2023.

Attachment: 1. Warrants

CITY OF LOS ALAMITOS
A/P Warrants
October 23, 2023

To Ratify

Pages:

1-9	\$453,606.07	Warrant	09/06/2023
10	12,118.05	Advanced Warrant	09/13/2023
11	146,658.57	Advanced Warrant	09/14/2023
12-21	342,496.91	Warrant	09/20/2023
22-23	4,005.61	Advanced Warrant	09/27/2023
24	10,107.36	September Retirees	09/01/2023
25	206,371.20	Payroll	09/01/2023
26	202,463.57	Benefits & Withholdings	09/01/2023
27	210,410.38	Payroll	09/15/2023
28	107,268.64	Benefits & Withholdings	09/15/2023
29	220,214.63	Payroll	09/29/2023
30	111,079.65	Benefits & Withholdings	09/29/2023
Grand Total	<u>\$ 2,026,800.64</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from September 1, 2023 to September 30, 2023, 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

Craig Koehler

this 9th day of October, 2023

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AGILE OCCUPATIONAL MEDICINE PC	PRE-EMPLOYMENT PHYSICAL GENERAL FUND		NON-DEPARTMENTAL	<u>70.00</u>
			TOTAL:	70.00
AMERICAN RENTALS	STREET MAINTENANCE CONCRET GENERAL FUND		STREET MAINTENANCE	<u>1,173.14</u>
			TOTAL:	1,173.14
AMERICREDIT FINANCIAL SERVICES, INC	2022 CHEVY TRUCK TAHOE 07/ GARAGE FUND		GARAGE	<u>1,159.21</u>
			TOTAL:	1,159.21
ANIMAL PEST MANAGEMENT SERVICES	PEST CONTROL CITY PARKS GENERAL FUND		PARK MAINTENANCE	490.00
	PEST CONTROL FOR CITY PARK GENERAL FUND		PARK MAINTENANCE	<u>490.00</u>
			TOTAL:	980.00
APPLOON, THE MURDOCK CORPORATION	TOUCHVIEW INTERACTIVE TV AMERICAN RESCUE PL NON - DEPARTMENTAL			<u>4,661.15</u>
			TOTAL:	4,661.15
ARAMARK UNIFORM & CAREER APPAREL GROUP	PUBLIC WORKS UNIFORMS GENERAL FUND		STREET MAINTENANCE	38.71
	PUBLIC WORKS UNIFORMS GENERAL FUND		STREET MAINTENANCE	70.77
	PUBLIC WORKS UNIFORMS GENERAL FUND		STREET MAINTENANCE	<u>96.75</u>
			TOTAL:	206.23
ARCHI.TXTURE LLC	LABOR FURNITURE BUILD FY23 GENERAL FUND		BUILDING MAINTENANCE	<u>985.00</u>
			TOTAL:	985.00
BARBARA BANNERMAN	YOGA WITH BARBARA 07/25 GENERAL FUND		SPECIAL CLASSES	9.75
	YOGA WITH BARBARA GENERAL FUND		SPECIAL CLASSES	266.50
	YOGA WITH BARBARA GENERAL FUND		SPECIAL CLASSES	<u>338.00</u>
			TOTAL:	614.25
BSN SPORTS LLC	YOUTH BASKETBALL GENERAL FUND		SPORTS	2,160.44
	YOUTH BASKETBALL GENERAL FUND		SPORTS	<u>268.74</u>
			TOTAL:	2,429.18
CANON FINANCIAL SERVICES, INC.	BW & CL USAGE 07/23 & 08/2 GENERAL FUND		RECREATION ADMINISTRAT	<u>517.47</u>
			TOTAL:	517.47
CARRI FOX	LINE DANCE 07/26 GENERAL FUND		SPECIAL CLASSES	42.00
	LINE DANCE 08/16 GENERAL FUND		SPECIAL CLASSES	<u>42.00</u>
			TOTAL:	84.00
CERTIFIED TRANSPORTATION SERVICES, INC	HART PARK EXCURSION 06/15/ GENERAL FUND		DAY CAMP	816.50
	MOTHER'S BEACH 06/20/23 GENERAL FUND		DAY CAMP	732.16
	HARKINS THEATER 06/22/23 GENERAL FUND		DAY CAMP	732.16
	PIONEER PARK 06/29/23 GENERAL FUND		DAY CAMP	818.63
	WILLIAM PEAK PARK 07/06/23 GENERAL FUND		DAY CAMP	818.63
	PEPPER TREE PARK 07/13/23 GENERAL FUND		DAY CAMP	818.63
	MOTHER'S BEACH 07/18/23 GENERAL FUND		DAY CAMP	760.98
	PIRATE DINNER THEATER 07/2 GENERAL FUND		DAY CAMP	818.63
	LONG BEACH AQUARIUM 07/27/ GENERAL FUND		DAY CAMP	760.98
	MOTHER'S BEACH 08/01/23 GENERAL FUND		DAY CAMP	730.25
	PEPPERTREE PARK 08/03/23 GENERAL FUND		DAY CAMP	845.25
	KNOTTS BERRY FARM 08/10/23 GENERAL FUND		DAY CAMP	605.33
	SCOOTER JUNGLE 07/05/23 GENERAL FUND		PLAYGROUNDS	605.33
	SANTA ANA ZOO 07/12/23 GENERAL FUND		PLAYGROUNDS	605.33
	CINEMARK THEATER 07/19/23 GENERAL FUND		PLAYGROUNDS	605.33
	ATLANTIS PLAY CENTER 07/26 GENERAL FUND		PLAYGROUNDS	605.33

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MOTHER'S BEACH 08/02/23	GENERAL FUND	PLAYGROUNDS	644.00
	DISCOVERY CUBE 08/09/23	GENERAL FUND	PLAYGROUNDS	<u>605.33</u>
			TOTAL:	12,928.78
CHARLES ABBOTT ASSOCIATES, INC.	SERVICES FOR JULY 2023	GENERAL FUND	BUILDING INSPECTION	<u>27,095.43</u>
			TOTAL:	27,095.43
CHERYL J. SCHNITZER	LINE DANCE 07/17	GENERAL FUND	SPECIAL CLASSES	39.00
	LINE DANCE 07/24	GENERAL FUND	SPECIAL CLASSES	58.50
	LINE DANCE 07/31	GENERAL FUND	SPECIAL CLASSES	19.50
	LINE DANCE 08/14	GENERAL FUND	SPECIAL CLASSES	29.25
	LINE DANCE (BEG/INT)	GENERAL FUND	SPECIAL CLASSES	<u>1,307.80</u>
			TOTAL:	1,454.05
COAST RECREATION	LANDSCAPE MAINT. LITTLE CO	GENERAL FUND	PARK MAINTENANCE	759.79
	LANDSCAPE MAINT LITTLE COT	GENERAL FUND	PARK MAINTENANCE	<u>165.52</u>
			TOTAL:	925.31
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
CRITERION INC	TALENT LIFE CHR EDITION	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	6,637.50
	PROFESSIONAL SERVICES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>1,950.00</u>
			TOTAL:	8,587.50
DANIELS TIRE SERVICE	POLICE DEPT PC-1 (1629354)	GARAGE FUND	GARAGE	340.37
	DODGE DURANGO (8SSN231)	GARAGE FUND	GARAGE	348.67
	POLICE DEPT (1481485)	GARAGE FUND	GARAGE	<u>407.75</u>
			TOTAL:	1,096.79
DARIN I. COUNCIL	LANDSCAPE MAINTENANCE LAURE	GENERAL FUND	PARK MAINTENANCE	254.63
	BLDG MAINTENANCE - KEYS	GENERAL FUND	BUILDING MAINTENANCE	87.40
	BLDG MAINTENANCE - DND KEY	GENERAL FUND	BUILDING MAINTENANCE	43.70
	BLDG MAINTENANCE - CAT KEY	GENERAL FUND	BUILDING MAINTENANCE	34.96
	BLDG MAINTENANCE LOS AL PR	GENERAL FUND	BUILDING MAINTENANCE	100.00
	BLDG MAINTENANCE WAREHOUSE	GENERAL FUND	BUILDING MAINTENANCE	186.05
	BLDG MAINTENANCE PW SHOP	GENERAL FUND	BUILDING MAINTENANCE	270.94
	BLDG MAINTENANCE LOS AL BL	GENERAL FUND	BUILDING MAINTENANCE	<u>165.00</u>
			TOTAL:	1,142.68
DARSHINI AITHAL	WATERCOLOR PAINTING	GENERAL FUND	SPECIAL CLASSES	367.90
	GENTLE YOGA	GENERAL FUND	SPECIAL CLASSES	91.65
	GENTLE YOGA	GENERAL FUND	SPECIAL CLASSES	<u>61.10</u>
			TOTAL:	520.65
DELL MARKETING L.P.	VIA ENTERPRISE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>22,362.00</u>
			TOTAL:	22,362.00
ECOFERT, INC.	LANDSCAPE MAINT PARKS 07/2	GENERAL FUND	PARK MAINTENANCE	<u>630.00</u>
			TOTAL:	630.00
EWLES MATERIALS	STREET MAINT. CONCRETE DEB	GENERAL FUND	STREET MAINTENANCE	<u>150.00</u>
			TOTAL:	150.00
GANAHL LUMBER COMPANY	STREET SUPPLIES- CURB PAIN	GENERAL FUND	STREET MAINTENANCE	21.25
	STREET MAINTENANCE CITY TR	GENERAL FUND	STREET MAINTENANCE	9.06

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	STREET MAINTENANCE HUMBLE	GENERAL FUND	STREET MAINTENANCE	34.97
	STREET MAINTENANCE	GENERAL FUND	STREET MAINTENANCE	78.59
	LANDSCAPE MAINTENANCE PLAY	GENERAL FUND	PARK MAINTENANCE	1.25
	LANDSCAPE MAINTENANCE ROBE	GENERAL FUND	PARK MAINTENANCE	29.00
	LANDSCAPE MAINTENANCE ROBE	GENERAL FUND	PARK MAINTENANCE	146.95
	LANDSCAPE MAINTENANCE PARK	GENERAL FUND	PARK MAINTENANCE	26.54
	BLDG MAINTENANCE REC WATER	GENERAL FUND	BUILDING MAINTENANCE	34.39
	BLDG MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	39.29
	BLDG MAINTENANCE COMMUNITY	GENERAL FUND	BUILDING MAINTENANCE	11.78
	BLDG MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	79.69
	BLDG MAINTENANCE YOUTH CTR	GENERAL FUND	BUILDING MAINTENANCE	27.06
	BLDG MAINTENANCE MUSEUM	GENERAL FUND	BUILDING MAINTENANCE	75.35
	BLDG MAINTENANCE CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	62.64
	BLDG MAINTENANCE COMMUNITY	GENERAL FUND	BUILDING MAINTENANCE	16.82
	PAST DUE BALANCE	GENERAL FUND	BUILDING MAINTENANCE	<u>15.54</u>
			TOTAL:	710.17
GEORGE HILLS COMPANY, INC.	FLAT FEE 09/01-09/30/2023	GENERAL FUND	NON-DEPARTMENTAL	<u>1,291.67</u>
			TOTAL:	1,291.67
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	2,810.42
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	6,071.13
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	<u>4,621.48</u>
			TOTAL:	13,503.03
GOV'T FINANCE OFFICERS ASSOCIATION	RENEW GP GAAFR 8/1/23-7/31	GENERAL FUND	FINANCE	<u>65.00</u>
			TOTAL:	65.00
HDL COREN & CONE	AUDIT SERVICES TRANSACTION	GENERAL FUND	FINANCE	<u>1,288.45</u>
			TOTAL:	1,288.45
HI-WAY SAFETY, INC.	STREET MAINT. SIGN & GRAFF	GENERAL FUND	STREET MAINTENANCE	<u>191.54</u>
			TOTAL:	191.54
HIRSCH & ASSOCIATES, INC.	STERNS PARK PROJ, BILL #5	GENERAL FUND	CAPITAL PROJECTS	<u>25,891.30</u>
			TOTAL:	25,891.30
INTEGRITY NEWSPAPER INC.	PUBLIC NOTICE	GENERAL FUND	PLANNING	360.00
	CIP 22-23-06 BLOOMFIELD	GAS TAX	CAPITAL PROJECTS	<u>1,410.00</u>
			TOTAL:	1,770.00
JAMES PRODUCTIONS INC	CELEBRATE LOS AL CARNIVAL	GENERAL FUND	SPECIAL EVENTS	<u>41,366.00</u>
			TOTAL:	41,366.00
JARED E. LLOYD	HCE DROP IN 07/25	GENERAL FUND	SPORTS	80.00
	HCE DROP IN 08/03	GENERAL FUND	SPORTS	224.00
	HCE DROP IN 08/10	GENERAL FUND	SPORTS	176.00
	HCE DROP IN 08/01	GENERAL FUND	SPORTS	160.00
	HCE DROP IN 08/15	GENERAL FUND	SPORTS	208.00
	HCE DROP IN 08/17	GENERAL FUND	SPORTS	160.00
	HCE DROP IN 08/22	GENERAL FUND	SPORTS	256.00
	HCE BALL HANDLING AND SHOO	GENERAL FUND	SPORTS	1,424.00
	HCE TRIPLE	GENERAL FUND	SPORTS	940.00
	HCE TOTAL ATTACK SKILLS	GENERAL FUND	SPORTS	184.00
	HCE TOTAL ATTACK SKILLS	GENERAL FUND	SPORTS	64.00
	HCE TRAVEL BALL	GENERAL FUND	SPORTS	1,403.20

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	5,279.20
JHM SUPPLY, INC.	PARK MAINT FOR LAUREL PARK	GENERAL FUND	PARK MAINTENANCE	325.38
	PW PIPE SOLUTIONS FOR COTT	GENERAL FUND	PARK MAINTENANCE	98.11
	PARK MAINTENANCE COTTONWOOD	GENERAL FUND	PARK MAINTENANCE	92.98
	LANDSCAPE SUPPLIES KATELLA	GENERAL FUND	PARK MAINTENANCE	168.15
	LANDSCAPE SUPPLIES KATELLA	GENERAL FUND	PARK MAINTENANCE	84.70
	PARK MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	46.43
	BLDG MAINT FOR COMMUNITY C	GENERAL FUND	BUILDING MAINTENANCE	<u>121.77</u>
			TOTAL:	937.52
K&S AIR CONDITIONING, INC.	T&M PREVENTATIVE BLDG MAIN	GENERAL FUND	BUILDING MAINTENANCE	<u>6,171.22</u>
			TOTAL:	6,171.22
KARLA LOPEZ VAN METER	SCIENCE IN MOTION	GENERAL FUND	SPECIAL CLASSES	<u>352.95</u>
			TOTAL:	352.95
KIMBERLY ESMOND	PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	445.25
	HIP HOP DANCE	GENERAL FUND	SPECIAL CLASSES	266.50
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	<u>399.75</u>
			TOTAL:	1,111.50
KIWANIS CLUB OF LOS ALAMITOS	KIWANIS CLUB MEMBERSHIP RE	GENERAL FUND	RECREATION ADMINISTRAT	<u>240.00</u>
			TOTAL:	240.00
LIEBERT CASSIDY WHITMORE	LIGITATION SERVICES	GENERAL FUND	CITY ATTORNEY	2,172.50
	LIGITATION SERVICES	GENERAL FUND	CITY ATTORNEY	3,066.00
	LIGITATION SERVICES	GENERAL FUND	CITY ATTORNEY	69.00
	LEGAL SERVICES	GENERAL FUND	CITY ATTORNEY	41.50
	LITIGATION SERVICES	GENERAL FUND	CITY ATTORNEY	41.50
	LEGAL SERVICES	GENERAL FUND	CITY ATTORNEY	2,087.50
	LEGAL SERVICES	GENERAL FUND	CITY ATTORNEY	166.00
	LIGITATION SERVICES	GENERAL FUND	CITY ATTORNEY	34.50
	LEGAL SERVICES	GENERAL FUND	CITY ATTORNEY	1,577.00
	LIGITATION SERVICES	GENERAL FUND	CITY ATTORNEY	1,953.00
	LEGAL SERVICES	GENERAL FUND	CITY ATTORNEY	5,134.23
	LIGITATION SERVICES	GENERAL FUND	CITY ATTORNEY	925.18
	LEGAL SERVICES	GENERAL FUND	CITY ATTORNEY	539.50
	LIGITATION SERVICES	GENERAL FUND	CITY ATTORNEY	2,277.75
	LEGAL SERVICES	GENERAL FUND	CITY ATTORNEY	212.50
	LIGITATION SERVICES	GENERAL FUND	CITY ATTORNEY	85.00
	LIGITATION SERVICES	GENERAL FUND	CITY ATTORNEY	<u>26.00</u>
			TOTAL:	20,408.66
M&N COASTLINE AUTO & TIRE SERVICE	DODGE CHARGER PD (1481485)	GARAGE FUND	GARAGE	94.27
	2021 DODGE CHARGER PD 48-8	GARAGE FUND	GARAGE	103.00
	2012 FOR PW ARROW #2 MAINT	GARAGE FUND	GARAGE	<u>94.27</u>
			TOTAL:	291.54
MAIN STREET MATERIALS	AQUAPATCH AND FREIGHT CHAR	GENERAL FUND	STREET MAINTENANCE	<u>1,801.77</u>
			TOTAL:	1,801.77
MARC EISENBERG	BLDG MAINTENANCE GAS AND	GENERAL FUND	BUILDING MAINTENANCE	<u>1,925.00</u>
	WATER LINE			
			TOTAL:	1,925.00
MARIA FATTAL	YOUTH VOLLEYBALL TRAINING	GENERAL FUND	SPORTS	200.00

VENDOR NAME		DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
					TOTAL:	200.00
MCA DIRECT		PERMANENT PAPER - ADMIN SE	GENERAL FUND	ADMINISTRATION	249.02	
		PERMANENT PAPER - DEV SERV	GENERAL FUND	COMMUNITY DEVEL ADMIN	347.66	
					TOTAL:	596.68
MCLEAN ENTERPRISES, INC.		COMMUNITY CENTER SIGNAGE	GENERAL FUND	RECREATION ADMINISTRAT	76.48	
		PRESCHOOL SIGNAGE	GENERAL FUND	SPECIAL CLASSES	139.84	
		CELEBRATE LOS AL SIGNAGE	GENERAL FUND	SPECIAL EVENTS	76.48	
		SENIOR EXPO SIGNAGE	GENERAL FUND	SPECIAL EVENTS	76.48	
					TOTAL:	369.28
MICHELL LOY		60 MIN LUNCH AND LEARN PRE	GENERAL FUND	CITY COUNCIL	275.00	
					TOTAL:	275.00
MIKE RAAHAUGES SHOOTING ENTERPRISES		PISTOL RANGE FEES	GENERAL FUND	PATROL	300.00	
					TOTAL:	300.00
MISC. VENDOR	EMILY HIBARD	EMILY HIBARD:REFUND	GENERAL FUND	CITY COUNCIL	12.90	
	STEVE KIM	STEVE KIM:TRAVEL REIMBURSE	GENERAL FUND	RECREATION ADMINISTRAT	766.97	
					TOTAL:	779.87
MOTOROLA SOLUTIONS, INC.		2 HOT RED RADIO PKGS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	26,188.14	
		2 HOT RED RADIO PKGS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,422.40	
					TOTAL:	28,610.54
MOVIES BY KIDS-O.C.		YOUTUBE STYLE VIDEO MAKING	GENERAL FUND	SPECIAL CLASSES	884.00	
		LEGO MOVIE	GENERAL FUND	SPECIAL CLASSES	250.25	
					TOTAL:	1,134.25
NATIONAL AUTO FLEET GROUP		2023 DODGE DURANGO	GARAGE FUND	GARAGE	49,887.84	
					TOTAL:	49,887.84
NEWPORT EXTERMINATING		GENERAL PEST BAIT REFILL S	GENERAL FUND	BUILDING MAINTENANCE	175.00	
		RODENT CTRL BAIT STATION (	GENERAL FUND	BUILDING MAINTENANCE	60.00	
		RODENT CTRL BAIT STATION (	GENERAL FUND	BUILDING MAINTENANCE	60.00	
					TOTAL:	295.00
NORM'S AUTOMOTIVE CENTER, INC.		2017 DODGE CHARGER (148148	GARAGE FUND	GARAGE	1,046.73	
		2021 DODGE DURANGO PD 48-2	GARAGE FUND	GARAGE	54.95	
		2004 FORD F450 (1183155)	GARAGE FUND	GARAGE	375.78	
		2017 DODGE CHARGER (PD48-1	GARAGE FUND	GARAGE	54.95	
		2022 DODGE DURANGO (PD48-7	GARAGE FUND	GARAGE	54.95	
		2016 DODGE CHARGER (PD48-7	GARAGE FUND	GARAGE	54.95	
		2018 CHEVY TAHOE (PD48-1)	GARAGE FUND	GARAGE	302.93	
					TOTAL:	1,945.24
OC DISTRICT ATTORNEY'S OFFICE		ASSET FORFEITURE FUNDS	ASSET SEIZURE	NON-DEPARTMENTAL	10,418.00	
		ASSET FORFEITURE FUNDS	ASSET SEIZURE	NON-DEPARTMENTAL	50.00	
		ASSET FORFEITURE FUNDS	ASSET SEIZURE	NON-DEPARTMENTAL	7,000.00	
		INTEREST ACCRUED	ASSET SEIZURE	NON-DEPARTMENTAL	50.00	
					TOTAL:	17,518.00
ORANGE COUNTY JUMPERS LLC		3 KIDS INFLATABLES TRUNK O	GENERAL FUND	SPECIAL EVENTS	1,200.00	
					TOTAL:	1,200.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ORKIN SERVICES OF CALIFORNIA, INC.	MONTHLY MAINT COMM CTR 07/23	GENERAL FUND	BUILDING MAINTENANCE	<u>120.00</u>
			TOTAL:	120.00
PACIFIC SECURED EQUITIES, INC.	ADMIN CLAIM FEES APR 2023	SELF INSURANCE TRU	INSURANCE	1,153.13
	ADMIN CLAIM FEES MAY 2023	SELF INSURANCE TRU	INSURANCE	1,153.13
	ADMIN CLAIM FEES AUG 2023	SELF INSURANCE TRU	INSURANCE	1,181.95
	ADMIN CLAIM FEES SEPT 2023	SELF INSURANCE TRU	INSURANCE	<u>1,181.95</u>
			TOTAL:	4,670.16
PATTIE PATRICK	JANITORIAL SERVICES 05/2023	GENERAL FUND	BUILDING MAINTENANCE	12,284.00
	JANITORIAL SERVICES 06/2023	GENERAL FUND	BUILDING MAINTENANCE	<u>12,284.00</u>
			TOTAL:	24,568.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK LITTLE CO	GENERAL FUND	PARK MAINTENANCE	580.00
	PUMP SEPTIC TANK LITTLE CO	GENERAL FUND	PARK MAINTENANCE	580.00
	PUMP SEPTIC TANK LITTLE CO	GENERAL FUND	PARK MAINTENANCE	<u>580.00</u>
			TOTAL:	1,740.00
PETTY CASH	HOME DEPOT - CABLE	GENERAL FUND	POLICE ADMINISTRATION	46.30
	TARGET - STAFF CARD	GENERAL FUND	POLICE ADMINISTRATION	6.00
	CYPRESS ENGRAVING LOCKER N	GENERAL FUND	POLICE ADMINISTRATION	13.00
	OTTOMAPS - PDF CITY MAP FO	GENERAL FUND	PATROL	95.00
	CYPRESS ENGRAVING LOCKER N	GENERAL FUND	PATROL	13.00
	USPS SHIPPING CHARGES BADG	GENERAL FUND	PATROL	4.85
	USPS SHIPPING CHARGES PELL	GENERAL FUND	PATROL	14.25
	DONUT DAY - SOCIAL MEDIA P	GENERAL FUND	COMMUNITY OUTREACH	29.29
	CYPRESS ENGRAVING LOCKER N	GENERAL FUND	EMERGENCY PREPAREDNESS	26.00
	VOYAGER FUEL COMPANY VEHIC	GARAGE FUND	GARAGE	<u>50.00</u>
			TOTAL:	297.69
POWERTRIP RENTALS, LLC	SUMMER CONCERT SERIES	GENERAL FUND	SPECIAL EVENTS	<u>2,408.70</u>
			TOTAL:	2,408.70
PRINTMASTERS	SPECIAL EVENT SIGNAGE	GENERAL FUND	SPECIAL EVENTS	<u>131.10</u>
			TOTAL:	131.10
PTS PROVIDERS INC	PAYPHONE SERVICES SEPT 202	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>43.00</u>
			TOTAL:	43.00
QUADIENT FINANCE USA, INC	SUPPLY PUCHASE - LABELS	GENERAL FUND	FINANCE	<u>29.07</u>
			TOTAL:	29.07
RICHARD MURRIETTA	YEARLY BACK FLOW REPAIR CI	GENERAL FUND	PARK MAINTENANCE	1,925.00
	BACK FLOW REPAIRS COTTONWO	GENERAL FUND	PARK MAINTENANCE	<u>525.00</u>
			TOTAL:	2,450.00
RK SPORTS LLC	GOLF WITH SPORTBALL	GENERAL FUND	SPECIAL CLASSES	208.00
	8 SPORT MULTI SPORT BALL	GENERAL FUND	SPECIAL CLASSES	312.00
	8-SPORT MULTI SPORT BALL	GENERAL FUND	SPECIAL CLASSES	<u>455.00</u>
			TOTAL:	975.00
ROCK SOUP EDU-TAINMENT INC	2HR VIOLENCE PREVENTION	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>625.00</u>
			TOTAL:	625.00
RPW SERVICES	LANDSCAPE SERVICES WEED CON	GENERAL FUND	BUILDING MAINTENANCE	<u>3,600.00</u>
			TOTAL:	3,600.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SCA OF CA LLC	MONTHLY ST SWEEP 05/2023	GENERAL FUND	STREET MAINTENANCE	9,463.99
	MONTHLY ST SWEEP 06/2023	GENERAL FUND	STREET MAINTENANCE	<u>9,463.99</u>
			TOTAL:	18,927.98
SCOTT ANTHONY WINNINGHAM	CELEBRATE LOS AL SIGN PHOT	GENERAL FUND	SPECIAL EVENTS	<u>276.89</u>
			TOTAL:	276.89
SDI PRESENCE LLC	IT SUPPORT SERVICES 7.14%	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	SENTINEL ONE CONTROL	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	374.79
	T&M IT SUPPORT SERVICES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,947.50
	CLOUD B/U VEEAM ENT BACK U	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>1,109.50</u>
			TOTAL:	9,302.79
SECURE - A - DOOR	MAINT GATE AND POLICE GAT	GENERAL FUND	BUILDING MAINTENANCE	3,432.28
	DOOR IN COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	813.70
	ENTRANCE GATE	GENERAL FUND	BUILDING MAINTENANCE	1,156.14
	BLDG MAINTENANCE GATE REPA	GENERAL FUND	BUILDING MAINTENANCE	300.00
	BLDG MAINTENANCE PRESCHOOL	GENERAL FUND	BUILDING MAINTENANCE	<u>728.03</u>
			TOTAL:	6,430.15
SELECTSPACE PARTITIONS	SUPPLIES LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	<u>290.93</u>
			TOTAL:	290.93
SHAWN WALTOWER - GUAVA GROOVE	GUAVA GROOVE UKULELE BEGIN	GENERAL FUND	SPECIAL CLASSES	107.90
	GUAVE GROOVE UKULELE INTER	GENERAL FUND	SPECIAL CLASSES	219.05
	KULA A'O UKULELE A HOKULAN	GENERAL FUND	SPECIAL CLASSES	<u>1,123.20</u>
			TOTAL:	1,450.15
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	POTHOLE SUPPLIES	GENERAL FUND	STREET MAINTENANCE	<u>251.90</u>
			TOTAL:	251.90
SOCAL AUTO & TRUCK PARTS INC.	AUTO PARTS BOOM TRUCK	GARAGE FUND	GARAGE	275.39
	AUTO PARTS BATTERY CABLES	GARAGE FUND	GARAGE	<u>40.71</u>
			TOTAL:	316.10
SOUTH COAST A.Q.M.D.	ANNUAL FEES 23/24 I C E	GENERAL FUND	BUILDING MAINTENANCE	504.91
	ANNUAL FEES 23/24 FENLEY P	GENERAL FUND	BUILDING MAINTENANCE	<u>160.35</u>
			TOTAL:	665.26
SURF CITY PROMO LLC	WELLNESS COINS	GENERAL FUND	CITY COUNCIL	846.69
	MAYOR COINS	GENERAL FUND	CITY COUNCIL	447.93
	CITY COUNCIL COINS	GENERAL FUND	CITY COUNCIL	846.69
	CITY MANAGER COINS	GENERAL FUND	ADMINISTRATION	<u>846.69</u>
			TOTAL:	2,988.00
SUZANNE ROADY-ROSS	T'AI CHI CHIH (BEG/INT)	GENERAL FUND	SPECIAL CLASSES	<u>110.50</u>
			TOTAL:	110.50
TERRA NOVA PLANNING & RESEARCH, INC	PLANNING CONSULT AUG 2023	GENERAL FUND	PLANNING	<u>6,289.95</u>
			TOTAL:	6,289.95
THE BANK OF NEW YORK MELLON TRUST CO.	TRUSTEE FEE 08/26-08/25/20	LAUREL PARK DEBT S	NON-DEPARTMENTAL	<u>1,325.00</u>
			TOTAL:	1,325.00
TIMOTHY D BOWEN	POKEMON ENGINEERING LEGO M	GENERAL FUND	SPECIAL CLASSES	<u>761.15</u>
			TOTAL:	761.15

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 NEW TICKET CHARGES	GENERAL FUND	STREET MAINTENANCE	<u>32.75</u>
			TOTAL:	32.75
UNITED PAVING CO	BRIGGEMAN DR ST IMPROVEMEN	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	<u>3,558.23</u>
			TOTAL:	3,558.23
VERIZON WIRELESS	EOC 2	GENERAL FUND	EMERGENCY PREPAREDNESS	41.40
	EOC 3	GENERAL FUND	EMERGENCY PREPAREDNESS	41.40
	EOC 1	GENERAL FUND	EMERGENCY PREPAREDNESS	41.40
	EOC 4	GENERAL FUND	EMERGENCY PREPAREDNESS	41.40
	RENE CARMODY !	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.40
	5G PLUG 1	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.02
	Hot Spot 1	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.02
	Hot Spot 2	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.02
	Hot Spot 3	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.02
	NEW IPAD	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.02
	RON NODA	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.01
	RILEY HILL	GENERAL FUND	NEIGHBORHOOD PRESERVAT	41.40
	CODE ENFORCEMENT IPAD AIR	GENERAL FUND	NEIGHBORHOOD PRESERVAT	40.01
	PW EMPLOYEE 1	GENERAL FUND	STREET MAINTENANCE	41.40
	PW EMPLOYEE 2	GENERAL FUND	STREET MAINTENANCE	41.40
	JOSE MENDOZA	GENERAL FUND	STREET MAINTENANCE	41.40
	ANTHONY VASQUEZ	GENERAL FUND	STREET MAINTENANCE	41.40
	VICTOR DE LA TORRE	GENERAL FUND	STREET MAINTENANCE	41.40
	MIGUEL DE LA TORRE	GENERAL FUND	STREET MAINTENANCE	41.40
	DANNY BARNETT	GENERAL FUND	STREET MAINTENANCE	41.40
	CHRIS DEATON	GENERAL FUND	STREET MAINTENANCE	<u>41.40</u>
			TOTAL:	884.72
WEBSTER'S LLC	BEE REMOVAL ORVILLE LEWIS	GENERAL FUND	STREET MAINTENANCE	<u>250.00</u>
			TOTAL:	250.00
WEST COAST ARBORISTS, INC.	TREE & STUMP REMOVAL & REP MEASURE M		CAPITAL PROJECTS	<u>1,091.60</u>
			TOTAL:	1,091.60
WILLDAN ENGINEERING	INTERIM PUB WKS MGR - LORR	GENERAL FUND	CITY ENGINEER	14,175.00
	INTERIM PUB WKS MGR - MARL	GENERAL FUND	CITY ENGINEER	<u>1,650.00</u>
			TOTAL:	15,825.00
WOODRUFF & SMART, APC	LOS ALAMITOS PROSECTUOR SE	GENERAL FUND	CITY ATTORNEY	3,491.50
	LOS ALAMITOS GENERAL ADVIS	GENERAL FUND	CITY ATTORNEY	14,414.40
	LOS ALAMITOS LITIGATION	GENERAL FUND	CITY ATTORNEY	<u>4,989.60</u>
			TOTAL:	22,895.50
YING LIU	PORTRAIT WORKSHOP 08/05	GENERAL FUND	SPECIAL CLASSES	107.25
	PORTRAIT WORKSHOP 08/12	GENERAL FUND	SPECIAL CLASSES	117.00
	PORTRAIT WORKSHOP 08/19	GENERAL FUND	SPECIAL CLASSES	<u>87.75</u>
			TOTAL:	312.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	295,488.62		
20	GAS TAX	1,410.00		
26	MEASURE M	1,091.60		
27	ASSET SEIZURE	17,518.00		
31	LAUREL PARK DEBT SERVICE	1,325.00		
44	TRAFFIC IMPROVEMENT	3,558.23		
50	GARAGE FUND	54,746.72		
53	TECHNOLOGY REPLACEMENT	68,905.83		
54	SELF INSURANCE TRUST	4,670.16		
56	AMERICAN RESCUE PLAN ACT	4,661.15		
99	POOL CLEARING FUND	230.76		

	GRAND TOTAL:	453,606.07		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
COMMUNITY OUTREACH	GENERAL FUND	FRENCH PRESS CUSTOM LLC	POLICE HATS FOR CELEBRATE	<u>5,191.76</u>
			TOTAL:	5,191.76
COMMUNITY DEVEL ADMIN	GENERAL FUND	PFI OFFICE FURNUTURE	OFFICE SUPPLIES- FURNITURE	<u>6,926.29</u>
			TOTAL:	6,926.29

```

===== FUND TOTALS =====
10  GENERAL FUND                12,118.05
-----
                                GRAND TOTAL:      12,118.05
-----

```

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL		LAUREL PARK DEBT S THE BANK OF NEW YORK MELLON TRUST CO.	INTEREST PAYABLE 2015 COP	61,658.57
			PRINCIPAL PAYABLE 2015 COP	<u>85,000.00</u>
			TOTAL:	146,658.57

===== FUND TOTALS =====

31 LAUREL PARK DEBT SERVICE 146,658.57

GRAND TOTAL: 146,658.57

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A LA WAFFLE, INC.	PINE STREATS GRANT PROGRAM	AMERICAN RESCUE PL	NON - DEPARTMENTAL	<u>4,709.67</u>
			TOTAL:	4,709.67
ADMINSURE	WORKER'S COMP CLAIMS 08/20	GENERAL FUND	INSURANCE	408.00
	WORKER'S COMP CLAIMS 08/20	GENERAL FUND	INSURANCE	<u>3.82</u>
			TOTAL:	411.82
AMERICAN RENTALS	STREET MAINTENANCE - CONCR	GENERAL FUND	STREET MAINTENANCE	<u>734.02</u>
			TOTAL:	734.02
ANDERSON ELECTRICAL & LIGHTING SERVICE	BLDG MAINTENANCE - MUSEUM	GENERAL FUND	BUILDING MAINTENANCE	135.00
	BLDG MAINTENANCE - CITY HA	GENERAL FUND	BUILDING MAINTENANCE	<u>1,040.00</u>
			TOTAL:	1,175.00
APPLON, THE MURDOCK CORPORATION	ELECTRICAL LIGHT OUTLET PD	GENERAL FUND	BUILDING MAINTENANCE	350.00
	CAMERA 1 BAR CITY HALL & P	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>2,120.94</u>
			TOTAL:	2,470.94
AXS CAPITAL LLC	PARKING LOT CELEBRATE LOS	GENERAL FUND	SPECIAL EVENTS	<u>2,000.00</u>
			TOTAL:	2,000.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	CALIFORNIA FORENSIC PHLEBO	GENERAL FUND	PATROL	<u>294.00</u>
			TOTAL:	294.00
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW SERVICES 07/20	GENERAL FUND	NON-DEPARTMENTAL	387.50
	WQMP REVIEW SERVICES 07/20	GENERAL FUND	NON-DEPARTMENTAL	77.50
	CHARLES ABBOTT ASSOCIATES, GENERAL	FUND	NPDES	<u>1,007.50</u>
			TOTAL:	1,472.50
CINTAS CORPORATION NO. 2	FIRST AID REFILL AUG 2023	GENERAL FUND	BUILDING MAINTENANCE	<u>1,711.94</u>
			TOTAL:	1,711.94
CITY OF BREA	ILJAO MEMBERSHIP FY23/24	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>5,034.80</u>
			TOTAL:	5,034.80
CITY OF CYPRESS	MCP MAINT 1/3 COST 01-06/2	GENERAL FUND	EMERGENCY PREPAREDNESS	<u>3,624.87</u>
			TOTAL:	3,624.87
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
COSTAR REALTY INFORMATION, INC.	REALTY DATA FOR SEPT 2023	GENERAL FUND	ADMINISTRATION	<u>795.00</u>
			TOTAL:	795.00
COUNTY OF ORANGE TREASURER-TAX	REISSUE: FY23/24 LAFCO COSTS	GENERAL FUND	CITY COUNCIL	2,447.28
	OC FINGERPRINT AFIS SEPT '23	GENERAL FUND	COMMUNICATIONS TECHNOL	431.00
	OCSD TECH DIVISION Q1	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>6,364.00</u>
			TOTAL:	9,242.28
DATA TICKET, INC.	CODE ENFORCE CITATION JULY'23	GENERAL FUND	NEIGHBORHOOD PRESERVAT	<u>50.00</u>
			TOTAL:	50.00
FLOCK GROUP INC.	REISSUE:CAMERA	POLICE CAPITAL EXP	COMMUNICATIONS TECHNOL	<u>30,000.00</u>
			TOTAL:	30,000.00
FRONTIER COMMUNICATIONS	JAIL ALARM PHONE 09/2023	GENERAL FUND	COMMUNICATIONS TECHNOL	359.22

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	359.22
GANAHL LUMBER COMPANY	STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	27.17
	LANDSCAPE MAINTENANCE PARK	GENERAL FUND	PARK MAINTENANCE	<u>57.33</u>
			TOTAL:	84.50
HDL COREN & CONE	CONTRACT SERVICES Q1/2023	GENERAL FUND	FINANCE	900.00
	AUDIT SERVICES Q1/2023	GENERAL FUND	FINANCE	<u>222.29</u>
			TOTAL:	1,122.29
HI-WAY SAFETY, INC.	STREET MAINTENANCE SIGN RE	GENERAL FUND	STREET MAINTENANCE	295.22
	STREET MAINTENANCE SPECIAL	GENERAL FUND	STREET MAINTENANCE	<u>74.35</u>
			TOTAL:	369.57
ICC GENERAL CODE, INC.	LAMC SUPPLEMENT 33	GENERAL FUND	ADMINISTRATION	<u>1,718.00</u>
			TOTAL:	1,718.00
IEEE	WAREHOUSE RENT 05/2023-09/	GENERAL FUND	NON-DEPARTMENTAL	60,000.00
	WAREHOUSE RENT - OCT 2023	GENERAL FUND	NON-DEPARTMENTAL	<u>12,000.00</u>
			TOTAL:	72,000.00
INTEGRITY NEWSPAPER INC.	#133787 CIP 22/23-08	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>1,175.00</u>
			TOTAL:	1,175.00
JAVIER AGUAYO	MAINTENANCE A/C IN POLICE	GENERAL FUND	BUILDING MAINTENANCE	<u>275.00</u>
			TOTAL:	275.00
JOSE MARTINEZ	POLICE DEPARTMENT CAR WASH	GARAGE FUND	GARAGE	690.00
	CODE ENFORCEMENT CAR WASH	GARAGE FUND	GARAGE	135.00
	ADMIN CAR WASH	GARAGE FUND	GARAGE	45.00
	RECREATION CAR WASH	GARAGE FUND	GARAGE	145.00
	POLICE DEPARTMENT CAR WASH	GARAGE FUND	GARAGE	450.00
	POLICE DEPARTMENT CAR WASH	GARAGE FUND	GARAGE	550.00
	CODE ENFORCEMENT CAR WASH	GARAGE FUND	GARAGE	135.00
	ADMIN CAR WASH	GARAGE FUND	GARAGE	45.00
	RECREATION CAR WASH	GARAGE FUND	GARAGE	145.00
	POLICE DEPARTMENT CAR WASH	GARAGE FUND	GARAGE	<u>450.00</u>
			TOTAL:	2,790.00
KEVIN & VICKY GARRETT TENNIS, INC.	SESSION 2 YOUTH TENNIS TUE	GENERAL FUND	SPECIAL CLASSES	169.00
	SESSION 2 YOUTH TENNIS WED	GENERAL FUND	SPECIAL CLASSES	156.00
	SESSION 2 ADULT TENNIS WED	GENERAL FUND	SPECIAL CLASSES	159.25
	SESSION 2 PEEWEE TENNIS TH	GENERAL FUND	SPECIAL CLASSES	195.00
	SESSION 2 YOUTH TENNIS THU	GENERAL FUND	SPECIAL CLASSES	315.25
	SESSION 2 YOUTH TENNIS THU	GENERAL FUND	SPECIAL CLASSES	243.75
	SESSION 2 PEEWEE TENNIS SA	GENERAL FUND	SPECIAL CLASSES	256.75
	SESSION 2 YOUTH TENNIS SAT	GENERAL FUND	SPECIAL CLASSES	328.25
	SESSION 2 YOUTH TENNIS SAT	GENERAL FUND	SPECIAL CLASSES	<u>286.00</u>
			TOTAL:	2,109.25
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	PD COPIER LEASE AUGUST 202	GENERAL FUND	POLICE ADMINISTRATION	<u>249.99</u>
			TOTAL:	249.99
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE SEPT 2023	GENERAL FUND	POLICE ADMINISTRATION	<u>211.00</u>
			TOTAL:	211.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
KONICA MINOLTA PREMIER	COPIER LEASE 09/20-10/19/23	GENERAL FUND	FINANCE	576.46	
	COPIER MAINT 09/20-10/19/23	GENERAL FUND	FINANCE	<u>472.00</u>	
			TOTAL:	1,048.46	
LAURA COLE	ADVISORY SEPTEMBER 2023	GENERAL FUND	NON-DEPARTMENTAL	<u>3,000.00</u>	
			TOTAL:	3,000.00	
LOS ANGELES UNIFIED SCHOOL DISTRICT	BILINGUAL TESTING SERVICES	GENERAL FUND	STREET MAINTENANCE	<u>90.00</u>	
			TOTAL:	90.00	
MCLEAN ENTERPRISES, INC.	LUKE SOUTH BUSINESS CARDS	GENERAL FUND	POLICE ADMINISTRATION	88.71	
	72HR NOTICE VIOLATION	GENERAL FUND	TRAFFIC	216.52	
	NEIGHBOORHOOD CLEAN UP BAN	GENERAL FUND	COMMUNITY DEVEL ADMIN	87.40	
	STERNS PARK VINYL METAL PA	GENERAL FUND	COMMUNITY DEVEL ADMIN	294.98	
	CELEBRATE LOS AL BANNERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,185.00	
	PINE STREATS BANNER	GENERAL FUND	COMMUNITY DEVEL ADMIN	81.94	
	RENE CARMODY BUSINESS CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.35	
	CELEBRATE LOS AL DOOR HANG	GENERAL FUND	SPECIAL EVENTS	1,418.46	
	CELEBRATE LOS AL DOOR POST	GENERAL FUND	SPECIAL EVENTS	<u>583.09</u>	
			TOTAL:	5,007.45	
MIKE RAAHAUGES SHOOTING ENTERPRISES	PISTOL RANGE FEES 08/2023	GENERAL FUND	PATROL	<u>300.00</u>	
			TOTAL:	300.00	
MISC. VENDOR	FRANK BARELA	FRANK BARELA:COMPUTER LOAN	GENERAL FUND	NON-DEPARTMENTAL	1,597.50
	TRISHA MURPHY	TRISHA MURPHY MILEAGE REIM	GENERAL FUND	CITY COUNCIL	27.90
	TRISHA MURPHY	TRISHA MURPHY MILEAGE REIM	GENERAL FUND	CITY COUNCIL	<u>38.25</u>
			TOTAL:	1,663.65	
MV CHENG ASSOCIATES, INC.	MV CHENG ASSOCIATES, INC.	GENERAL FUND	ADMINISTRATION	540.00	
	MV CHENG ASSOCIATES, INC.	GENERAL FUND	FINANCE	8,550.00	
	MV CHENG ASSOCIATES, INC.	GENERAL FUND	FINANCE	<u>600.00</u>	
			TOTAL:	9,690.00	
NANCY K. BOHL INCORPORATED	EMPLOYEE SUPPORT SVCS AUG	GENERAL FUND	POLICE ADMINISTRATION	<u>1,100.00</u>	
			TOTAL:	1,100.00	
NEWPORT EXTERMINATING	EXTERIOR TRAT GENERAL PEST	GENERAL FUND	BUILDING MAINTENANCE	175.00	
	RODENT CTRL BAIT STATION (	GENERAL FUND	BUILDING MAINTENANCE	60.00	
	RODENT CTRL BAIT STATION (	GENERAL FUND	BUILDING MAINTENANCE	<u>60.00</u>	
			TOTAL:	295.00	
NORM'S AUTO COLLISION CENTER, INC.	2022 CHEVY TAHOE REPAIR	GARAGE FUND	GARAGE	<u>6,134.92</u>	
			TOTAL:	6,134.92	
NORM'S AUTOMOTIVE CENTER, INC.	2017 DODGE CHARGER (PD 48-	GARAGE FUND	GARAGE	<u>419.10</u>	
			TOTAL:	419.10	
OUR LOS AL	OUR LOS AL TV SVCS 09/2023	GENERAL FUND	CITY COUNCIL	416.67	
	OUR LOS AL TV SVCS 09/2023	LOS ALAMITOS TV	LOS ALAMITOS TV	833.33	
	OUR LOS AL TV SVCS 09/2023	LOS ALAMITOS TV	LOS ALAMITOS TV	<u>833.33</u>	
			TOTAL:	2,083.33	
P RAD PRINTING	750 T-SHIRTS RACE LOS AL	GENERAL FUND	SPECIAL EVENTS	<u>4,687.50</u>	
			TOTAL:	4,687.50	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PACIFIC ARCHITECTURAL WOODWORKING INC	PACIFIC ARCHITECTURAL WOOD GENERAL FUND		BUILDING MAINTENANCE	<u>22,336.22</u>
			TOTAL:	22,336.22
PAPER RECYCLING SPECIALISTS	PAPER RECYCLING SPECIALIST GENERAL FUND		FINANCE	39.00
	PAPER RECYCLING SPECIALIST GENERAL FUND		RECORDS	39.00
	PAPER RECYCLING SPECIALIST GENERAL FUND		RECREATION ADMINISTRAT	<u>39.00</u>
			TOTAL:	117.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK LITTLE CO GENERAL FUND		PARK MAINTENANCE	580.00
	PUMP SEPTIC TANK LITTLE CO GENERAL FUND		PARK MAINTENANCE	<u>580.00</u>
			TOTAL:	1,160.00
PETTY CASH	PETTY CASH - POLICE DEPART GENERAL FUND		POLICE ADMINISTRATION	<u>110.07</u>
			TOTAL:	110.07
POWERTRIP RENTALS, LLC	45 KVA GENERATOR	GARAGE FUND	GARAGE	22,000.00
	ENVTL CHARGE	GARAGE FUND	GARAGE	1,320.00
	45 KVA GENERATOR	GARAGE FUND	GARAGE	935.00
	(4) 50' POWER CABLE, (2)	GARAGE FUND	GARAGE	<u>2,921.63</u>
			TOTAL:	27,176.63
REDFLEX TRAFFIC SYSTEMS, INC.	KATELLA/LAB AND BLOOMF 08/ GENERAL FUND		TRAFFIC	<u>10,502.16</u>
			TOTAL:	10,502.16
ROCK SOUP EDU-TAINMENT INC	2HR VIOLENCE PREVENTION PY GENERAL FUND		COMMUNITY DEVEL ADMIN	<u>1,250.00</u>
			TOTAL:	1,250.00
RONALD DIZON	PINE STREATS GRANT PROGRAM AMERICAN RESCUE PL NON - DEPARTMENTAL			<u>3,146.85</u>
			TOTAL:	3,146.85
ROSS CREATIONS	SOUND FOR CELEBRATE LOS AL GENERAL FUND		SPECIAL EVENTS	<u>2,950.00</u>
			TOTAL:	2,950.00
S & S FITNESS	POST PHYSICAL ABILITY TEST GENERAL FUND		NON-DEPARTMENTAL	<u>500.00</u>
			TOTAL:	500.00
SECURE - A - DOOR	CHAIN LINK FENCE	GENERAL FUND	BUILDING MAINTENANCE	<u>5,567.63</u>
			TOTAL:	5,567.63
SOUTHWEST BOULDER AND STONE INC	SPECIAL EVENTS - 3RD OF JU GENERAL FUND		SPECIAL EVENTS	646.50
	SPECIAL EVENTS - 3RD OF JU GENERAL FUND		SPECIAL EVENTS	<u>4,151.50</u>
			TOTAL:	4,798.00
SOVINA VELASCO	PINE STREATS GRANT PROGRAM AMERICAN RESCUE PL NON - DEPARTMENTAL			<u>5,000.00</u>
			TOTAL:	5,000.00
SPARKLETTS DRINKING WATER	WATER - 06/2023-08/2023	GENERAL FUND	BUILDING MAINTENANCE	<u>808.91</u>
			TOTAL:	808.91
SPECTRUM ENTERPRISE	INTERNET SERVICES SEPT 202 GENERAL FUND		ADMINISTRATION	1,734.00
	CABLE SERVICE 09/02-10/01/ GENERAL FUND		COMMUNICATIONS TECHNOL	<u>60.87</u>
			TOTAL:	1,794.87
THE FAMOUS GROUP INC (ANGELINA'S FAMOU	PINE STREATS GRANT PROGRAM AMERICAN RESCUE PL NON - DEPARTMENTAL			<u>4,968.00</u>
			TOTAL:	4,968.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
THE WALKING MAN INC	CELEBRATE LOS AL DISTRIBUT	GENERAL FUND	SPECIAL EVENTS	<u>1,800.00</u>
			TOTAL:	1,800.00
TOT LOT INC	LANDSCAPE MAINT. LITTLE CO	GENERAL FUND	PARK MAINTENANCE	<u>3,365.90</u>
			TOTAL:	3,365.90
TRACY MILLER CONSULTING, INC.	COMMUNICATION CONSULT 08/2	GENERAL FUND	ADMINISTRATION	<u>5,000.00</u>
			TOTAL:	5,000.00
U.S. BANK	DINE IN & DOUGH HOUSE 08/1	GENERAL FUND	NON-DEPARTMENTAL	224.78
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	48.25
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	18.07
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	36.75
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	25.40
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	92.82
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	19.95
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	138.64
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	22.15
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	159.51
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	95.56
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	125.69
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	125.00
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	108.06
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	53.50
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	11.97
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	21.60
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	37.05
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	207.84
	GIFT CARDS WELLNESS PROGRA	GENERAL FUND	CITY COUNCIL	50.00
	MURPHY LOCC MEMBER CITY	GENERAL FUND	CITY COUNCIL	700.00
	(MURPHY) OC REGISTER SUBSC	GENERAL FUND	CITY COUNCIL	0.99
	TABLE CLOTH CLEANING	GENERAL FUND	CITY COUNCIL	16.00
	(HIBARD) DIGITAL BUSINESS	GENERAL FUND	CITY COUNCIL	69.90
	(HIBARD) BUSINESS CARDS	GENERAL FUND	CITY COUNCIL	57.08
	(NGUYEN) PLAQUE	GENERAL FUND	CITY COUNCIL	139.00
	GIFT CARDS WELLNESS PROGRA	GENERAL FUND	CITY COUNCIL	90.00
	GIFT CARDS WELLNESS PROGRA	GENERAL FUND	CITY COUNCIL	25.00
	(MURPHY) FOOD FINDER'S FAR	GENERAL FUND	CITY COUNCIL	125.00
	(HIBARD) ROSE AND RADISHES	GENERAL FUND	CITY COUNCIL	200.00
	08/21/2023 COUNCIL MEAL	GENERAL FUND	CITY COUNCIL	204.47
	OC REGISTER MONTHLY SUBSCR	GENERAL FUND	ADMINISTRATION	26.00
	ILLUSTRATOR AND ACROBAT MO	GENERAL FUND	ADMINISTRATION	59.98
	PATHWAY WOMENS CONF REFUND	GENERAL FUND	ADMINISTRATION	199.00-
	OC REGISTER MONTHLY SUBSCR	GENERAL FUND	ADMINISTRATION	26.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	182.90
	EXECUTIVE STAFF MTG SUPPLI	GENERAL FUND	ADMINISTRATION	76.48
	EXECUTIVE STAFF MTG SUPPLI	GENERAL FUND	ADMINISTRATION	16.99
	EXECUTIVE STAFF MTG SUPPLI	GENERAL FUND	ADMINISTRATION	164.00
	COPY PAPER - FINANCE	GENERAL FUND	ADMINISTRATION	294.94
	RESERVES TRAINING CLASS	GENERAL FUND	FINANCE	35.00
	MONTHLY ADMIN FEE	GENERAL FUND	FINANCE	10.00
	TRAINING	GENERAL FUND	FINANCE	159.20
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	169.15
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	108.49
	COPY PAPER - ADMINISTRATIO	GENERAL FUND	FINANCE	294.95
	EMPLOYEE ID CARDS	GENERAL FUND	LOS ALAMITOS TV	100.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SLI INSTRUCTOR LUNCH	GENERAL FUND	POLICE ADMINISTRATION	71.54
	TRAINING FOR SOUTH	GENERAL FUND	POLICE ADMINISTRATION	200.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	32.76
	ANNUAL SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	119.99
	TABLECLOTHS	GENERAL FUND	POLICE ADMINISTRATION	24.00
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	121.63
	SHIPPING COST FOR BADGES	GENERAL FUND	PATROL	86.24
	OFFICE SUPPLIES	GENERAL FUND	PATROL	36.29
	OFFICE SUPPLIES	GENERAL FUND	PATROL	26.17
	SWAT POLOS FOR WILSON	GENERAL FUND	PATROL	111.44
	OFFICE SUPPLIES	GENERAL FUND	PATROL	48.67
	OFFICE SUPPLIES	GENERAL FUND	PATROL	47.06
	OFFICE/KITCHEN SUPPLIES	GENERAL FUND	PATROL	263.53
	REFUND OFFICE SUPPLIES	GENERAL FUND	PATROL	11.96-
	CAUTION TAPE	GENERAL FUND	PATROL	590.23
	OFFICE SUPPLIES	GENERAL FUND	PATROL	48.03
	PRINTER FOR DETECTIVES	GENERAL FUND	INVESTIGATION	409.68
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	56.88
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	174.49
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	321.12
	MONTHLY SUBSCRIPTION	GENERAL FUND	RECORDS	8.70
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	112.13
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	199.97
	SUPPLIES FOR FBI LEEDA COU	GENERAL FUND	COMMUNITY OUTREACH	65.34
	SUPPLIES FOR FBI LEEDA COU	GENERAL FUND	COMMUNITY OUTREACH	67.96
	SUPPLIES FOR FBI LEEDA COU	GENERAL FUND	COMMUNITY OUTREACH	219.15
	SUPPLIES FOR FBI LEEDA COU	GENERAL FUND	COMMUNITY OUTREACH	20.34
	SUPPLIES FOR FBI LEEDA COU	GENERAL FUND	COMMUNITY OUTREACH	80.00
	SWAG FOR SPECIAL EVENTS	GENERAL FUND	COMMUNITY OUTREACH	1,976.00
	SUPPLIES FOR FBI LEEDA COU	GENERAL FUND	COMMUNITY OUTREACH	19.29
	SUPPLIES FOR FBI LEEDA COU	GENERAL FUND	COMMUNITY OUTREACH	40.00
	SUPPLIES FOR FBI LEEDA COU	GENERAL FUND	COMMUNITY OUTREACH	6.97
	SUPPLIES FOR FBI LEEDA COU	GENERAL FUND	COMMUNITY OUTREACH	17.97
	SUPPLIES FOR FBI LEEDA COU	GENERAL FUND	COMMUNITY OUTREACH	40.00
	SUPPLIES FOR FBI LEEDA COU	GENERAL FUND	COMMUNITY OUTREACH	40.00
	REFUND FOR POLICE DEPT SWA	GENERAL FUND	COMMUNITY OUTREACH	68.00-
	SLI SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	6.89
	SPECIAL EVENT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	20.67
	EOC BINDERS	GENERAL FUND	EMERGENCY PREPAREDNESS	21.47
	PUBLIC WORKS OFFICE SUPPLI	GENERAL FUND	COMMUNITY DEVEL ADMIN	66.62
	ROSSMOOR LIVING AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	825.00
	STERNS PARK BANNER	GENERAL FUND	COMMUNITY DEVEL ADMIN	71.01
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	204.81
	YOUTUBE TV AUGUST 2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.76
	COPY PAPER - COMMDEV	GENERAL FUND	COMMUNITY DEVEL ADMIN	294.95
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	49.05
	INTERVIEW PANEL LUNCH	GENERAL FUND	COMMUNITY DEVEL ADMIN	113.69
	SUMMER LUNCHEON - DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	6.89
	SUMMER LUNCHEON - DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	136.91
	SUMMER LUNCHEON - DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	17.64
	SUMMER LUNCHEON - DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	33.60
	SUMMER LUNCHEON - DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	28.99
	SUMMER LUNCHEON - DRINKS/F	GENERAL FUND	COMMUNITY DEVEL ADMIN	187.61
	SUMMER LUNCHEON - SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	26.76
	SUMMER LUNCHEON - DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	4.13

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.38
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.10
	COMM DEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	16.16
	COMM DEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	748.70
	COMM DEV AND PUB WORKS SUP	GENERAL FUND	COMMUNITY DEVEL ADMIN	412.12
	COMM DEV SUPPLIES RETURN	GENERAL FUND	COMMUNITY DEVEL ADMIN	46.92-
	COMM DEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	102.70
	CODE ENFORCEMENT SUPPLIES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	71.31
	CODE ENFORCEMENT SUPPLIES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	120.61
	COPY PAPER - PUBLIC WORKS	GENERAL FUND	PUBLIC WORKS ADMIN	294.95
	STREET MAINTENANCE TRASHCA	GENERAL FUND	STREET MAINTENANCE	294.80
	LANDSCAPE MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	14.43
	DOGGIE WALK BAGS	GENERAL FUND	PARK MAINTENANCE	285.71
	BLDG MAINTENANCE YOUTH CEN	GENERAL FUND	BUILDING MAINTENANCE	214.56
	BLDG MAINTENANCE KEY LOCK	GENERAL FUND	BUILDING MAINTENANCE	87.39
	BLDG MAINTENANCE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	33.20
	BLDG MAINTENANCE - MUSEUM	GENERAL FUND	BUILDING MAINTENANCE	117.34
	BLDG MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	19.23
	BLDG MAINTENANCE MUSEUM MO	GENERAL FUND	BUILDING MAINTENANCE	219.64
	REFUND POLICE DEPT KITCHEN	GENERAL FUND	BUILDING MAINTENANCE	160.56-
	BLDG MAINTENANCE - POLICE	GENERAL FUND	BUILDING MAINTENANCE	296.73
	BLDG MAINTENANCE - COMM CT	GENERAL FUND	BUILDING MAINTENANCE	39.01
	BLDG MAINTENANCE - POLICE	GENERAL FUND	BUILDING MAINTENANCE	58.88
	POD STORAGE FINAL SUG 2023	GENERAL FUND	BUILDING MAINTENANCE	119.09
	POLICE DEPARTMENT TV	GENERAL FUND	BUILDING MAINTENANCE	886.88
	FREEZER - POLICE DEPARTMEN	GENERAL FUND	BUILDING MAINTENANCE	2,432.75
	MUSEUM POD STORAGE AUG 202	GENERAL FUND	BUILDING MAINTENANCE	651.48
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	76.37
	SUNSET MARKET ENTERTAINMEN	GENERAL FUND	ECONOMIC DEVELOPMENT	350.20
	DIRECT TV EOC	GENERAL FUND	RECREATION ADMINISTRAT	95.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	46.43
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	45.80
	EMPLOYEE OF THE QUARTER ST	GENERAL FUND	RECREATION ADMINISTRAT	32.33
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	140.53
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	37.54
	YOUTH CENTER GALA TICKETS	GENERAL FUND	RECREATION ADMINISTRAT	566.74
	ACADEMY REGISTRATION FEE	GENERAL FUND	RECREATION ADMINISTRAT	199.00
	HEALTH WELLNESS PROGRAM	GENERAL FUND	RECREATION ADMINISTRAT	106.81
	COPY PAPER - RECREATION	GENERAL FUND	RECREATION ADMINISTRAT	294.95
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	9.60
	E.NODA LOCC TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	700.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	16.98
	E. NODA FOOD FINDERS FARM	GENERAL FUND	RECREATION ADMINISTRAT	125.00
	DUES AND MEMBERSHIP APPLE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	E. NODA FLIGHT LOCC TRAINI	GENERAL FUND	RECREATION ADMINISTRAT	209.96
	DAY CAMP WEEK 7 EXCURSION	GENERAL FUND	DAY CAMP	1,031.45
	DAY CAMP WEEK 10 SUPPLIES	GENERAL FUND	DAY CAMP	69.91
	DAY CAMP WEEK 10 SUPPLIES	GENERAL FUND	DAY CAMP	32.20
	DAY CAMP WEEK 10 SUPPLIES	GENERAL FUND	DAY CAMP	39.31
	DAY CAMP WEEK 10 SUPPLIES	GENERAL FUND	DAY CAMP	8.54
	DAY CAMP WEEK 10 SUPPLIES	GENERAL FUND	DAY CAMP	9.54
	DAY CAMP WEEK 10 SUPPLIES	GENERAL FUND	DAY CAMP	20.75
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	5.45
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	270.24
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	9.82
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	58.87

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUMMER DAY CAMP WEEK 9 CRA	GENERAL FUND	DAY CAMP	16.36
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	39.04
	SUMMER DAY CAMP WEEK 9 SUP	GENERAL FUND	DAY CAMP	84.22
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	78.65
	SUMMER DAY CAMP SNACKS	GENERAL FUND	DAY CAMP	335.34
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	69.88
	PARK PROGRAMS SUPPLIES	GENERAL FUND	PLAYGROUNDS	8.98
	PARK PROGRAM TREATS	GENERAL FUND	PLAYGROUNDS	29.95
	BAG REFUND PARK PROGRAM	GENERAL FUND	PLAYGROUNDS	0.10-
	PARKS PROGRAM - FUN FRIDAY	GENERAL FUND	PLAYGROUNDS	41.38
	PARKS PROGRAM SUPPLIES	GENERAL FUND	PLAYGROUNDS	30.43
	PARKS EXCURSION	GENERAL FUND	PLAYGROUNDS	338.00
	PARKS PROGRAM STAFF TREAT	GENERAL FUND	PLAYGROUNDS	59.12
	YOUTH SPORTS FLAG FOOTBALL	GENERAL FUND	SPORTS	54.55
	YOUTH SPORTS FLAG FOOTBALL	GENERAL FUND	SPORTS	163.85
	YOUTH SPORTS FLAG FOOTBALL	GENERAL FUND	SPORTS	18.56
	YOUTH SPORTS FLAG FOOTBALL	GENERAL FUND	SPORTS	71.00
	YOUTH SPORTS - T BALL EQUI	GENERAL FUND	SPORTS	128.37
	YOUTH VOLLEYBALL 11 BALLS	GENERAL FUND	SPORTS	140.60
	YOUTH BASKETBALL CAMP	GENERAL FUND	SPORTS	64.65
	COOLER REPLACEMENT	GENERAL FUND	SPORTS	152.94
	ADULT SOCCER SUPPLIES	GENERAL FUND	SPORTS	87.28
	PRESCHOOL PROGRAM TABLE TA	GENERAL FUND	SPECIAL CLASSES	33.21
	PRESCHOOL PROGRAM TABLE	GENERAL FUND	SPECIAL CLASSES	412.85
	LEGO CAMP	GENERAL FUND	SPECIAL CLASSES	27.18
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	59.22
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	44.71
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	32.70
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	101.70
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	160.41
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	42.59
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	9.82
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	25.52
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	45.84
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	42.99
	LEGO LAMP	GENERAL FUND	SPECIAL CLASSES	75.50
	KITCHEN ORGANIZATION	GENERAL FUND	SPECIAL CLASSES	29.57
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	20.75
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	100.43
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	45.69
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	20.67
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	46.63
	BALLOON SUPPLIES	GENERAL FUND	SPECIAL CLASSES	253.10
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	33.87
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	17.75
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	22.54
	COOKING CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	20.08
	COOKING CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	7.26
	YOUTH ART CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	57.90
	YOUTH ART CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	25.83
	YOUTH ART CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	26.89
	YOUTH ART CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	210.15
	COOKING CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	17.73
	SPECIAL EVENTS SENIOR EXPO	GENERAL FUND	SPECIAL EVENTS	157.97
	PICKLEBALL POPUP EVENT SUP	GENERAL FUND	SPECIAL EVENTS	60.23
	SENIOR EXPO GIVEAWAYS	GENERAL FUND	SPECIAL EVENTS	582.67

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PICKLEBALL POPUP EVENT SUP	GENERAL FUND	SPECIAL EVENTS	76.42
	SENIOR EXPO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	27.18
	SPIKEBALL TOURNAMENT SUPPL	GENERAL FUND	SPECIAL EVENTS	92.36
	SENIOR EXPO	GENERAL FUND	SPECIAL EVENTS	50.00
	SENIOR EXPO	GENERAL FUND	SPECIAL EVENTS	50.00
	SENIOR EXPO	GENERAL FUND	SPECIAL EVENTS	50.00
	SENIOR EXPO	GENERAL FUND	SPECIAL EVENTS	289.77
	SENIOR EXPO	GENERAL FUND	SPECIAL EVENTS	92.88
	SENIOR EXPO	GENERAL FUND	SPECIAL EVENTS	44.55
	STAFF BONFIRE	GENERAL FUND	SPECIAL EVENTS	145.13
	STAFF BONFIRE	GENERAL FUND	SPECIAL EVENTS	134.44
	STAFF BONFIRE	GENERAL FUND	SPECIAL EVENTS	60.53
	SENIOR EXPO DECOR SUPPLIES	GENERAL FUND	SPECIAL EVENTS	28.38
	SENIOR EXPO DECOR SUPPLIES	GENERAL FUND	SPECIAL EVENTS	61.16
	SERVE LOS AL DECOR SUPPLIE	GENERAL FUND	SPECIAL EVENTS	42.54
	SERVE LOS AL DECOR SUPPLIE	GENERAL FUND	SPECIAL EVENTS	15.28
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	528.83
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	108.12
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	51.29
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	324.45
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	34.94
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	31.67
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	1,161.85
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	10.16
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	67.66
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	88.26
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	239.71
	GLOW RUN SUPPLIES REFUND	GENERAL FUND	SPECIAL EVENTS	45.84-
	GLOW RUN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	220.38
	PMLB ROUSNET TOURNAMENT	GENERAL FUND	SPECIAL EVENTS	620.00
	STAFF SOCIAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	14.72
	LATV SUPPLIES	LOS ALAMITOS TV	LOS ALAMITOS TV	149.92
	LATV SUPPLIES	LOS ALAMITOS TV	LOS ALAMITOS TV	149.92-
	REC BOX TRUCK REPAIR	GARAGE FUND	GARAGE	120.00
	CHIEF'S TAHOE REGISTRATION	GARAGE FUND	GARAGE	518.00
	CHIEF'S TAHOE REGISTRATION	GARAGE FUND	GARAGE	10.10
	PINSTREATS MARKETING PHOTO	AMERICAN RESCUE PL	NON - DEPARTMENTAL	29.70
	PINE STREATS - TABLE COVER	AMERICAN RESCUE PL	NON - DEPARTMENTAL	78.65
	PINE STREATS FLAG	AMERICAN RESCUE PL	NON - DEPARTMENTAL	83.36
	PINE STREATS DECOR	AMERICAN RESCUE PL	NON - DEPARTMENTAL	<u>588.13</u>
	TOTAL:			35,662.89
ULINE, INC.	PW SUPPLIES LOCKER AND SEC	GENERAL FUND	BUILDING MAINTENANCE	2,960.92
	PW SUPPLIES - LOCKER REORD	GENERAL FUND	BUILDING MAINTENANCE	1,512.02
	PW SUPPLIES - LOCKER	GENERAL FUND	BUILDING MAINTENANCE	1,374.92
	BLDG MAINTENANCE CHAIR	GENERAL FUND	BUILDING MAINTENANCE	370.95
	BLDG MAINTENANCE LOCKER	GENERAL FUND	BUILDING MAINTENANCE	<u>1,333.30</u>
	TOTAL:			7,552.11
UNIVERSAL PROCUREMENT, INC.	BIKE PATROL UNIFORMS	GENERAL FUND	PATROL	<u>243.33</u>
	TOTAL:			243.33
V & V MANUFACTURING, INC.	VOLUNTEER BADGES #2-5, 48	GENERAL FUND	COMMUNITY OUTREACH	<u>503.35</u>
	TOTAL:			503.35
VERIZON WIRELESS	CHIEF OF POLICE CELLPHONE	GENERAL FUND	POLICE ADMINISTRATION	41.40

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MDC 1-8	GENERAL FUND	PATROL	306.08
	PD JETPACKS	GENERAL FUND	PATROL	76.02
	21 OFFICERS CELLPHONES	GENERAL FUND	PATROL	874.40
	3 MOBILE ID READERS	GENERAL FUND	PATROL	124.20
	2 POLICE 4LGTE SIM	GENERAL FUND	PATROL	90.04
	BALANCE FORWARD	GENERAL FUND	PATROL	327.43
	3 DETECTIVE BUREAU CELLPHO	GENERAL FUND	INVESTIGATION	124.20
	CLO PHONE	GENERAL FUND	COMMUNITY OUTREACH	41.40
	2 CITY PHONES	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>103.02</u>
			TOTAL:	2,108.19
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	12,222.42
	FUEL	GARAGE FUND	GARAGE	<u>423.65-</u>
			TOTAL:	11,798.77
WEST PUBLISHING CORPORATION	ONLINE/SOFTWARE SUB 08/202	GENERAL FUND	INVESTIGATION	<u>335.20</u>
			TOTAL:	335.20

===== FUND TOTALS =====

10	GENERAL FUND	240,906.67
28	LOS ALAMITOS TV	1,666.66
50	GARAGE FUND	48,967.52
51	POLICE CAPITAL EXPENSES	30,000.00
53	TECHNOLOGY REPLACEMENT	2,120.94
56	AMERICAN RESCUE PLAN ACT	18,604.36
99	POOL CLEARING FUND	230.76

	GRAND TOTAL:	342,496.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
STREET MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY	STREET SUPPLIES GLOVES & P	118.60
			3RD OF JULY FLASHLIGHTS &	136.63
			3RD OF JULY SUPPLIES PUBLI	118.10
			PUBLIC WORKS STREET MAINT	149.03
			GRAFITTI COVER UP PAINT	35.80
			STREET MAINTENANCE SUPPLIE	32.75
			PUBLIC WORKS SAFETY GLASSE	62.58
			PASEO BONITA CONCRETE WORK	52.92
			PINE STREET CARPET TAPE &	29.79
			PINE STREET DUCT TAPE	13.97
			PINE STREET GUARD RAIL CLE	<u>42.13</u>
			TOTAL:	792.30
PARK MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY	PARK MAINT. DRINK FOUNTAIN	12.00
			COTTONWOOD CLEANING SUPPLI	68.98
			LAUREL PARK RESTROOM DRAIN	7.96
			PLANTER BOX	212.90
			PARK RESTROOM WATER PUMP	29.45
			ORVILLE PARK RUST REMOVAL	18.11
			LAUREL PARK TUBE COMP	<u>3.05</u>
			TOTAL:	352.45
BUILDING MAINTENANCE	GENERAL FUND	GANAHL LUMBER COMPANY	POLICE DEPARTMENT PAINT SU	634.61
			BLDG MAINTENANCE RAT TRAP	30.36
			PUBLIC WORKS YARD HOSE CLA	15.27
			PUBLIC WORKS YARD PLASTIC	46.97
			BLDG MAINTENANCE PAINT SUP	64.16
			BLDG MAINTENANCE - TAPING	11.79
			POLICE DEPARTMENT RESTROOM	65.94
			DOOR STOPPER FOR BUILDING	60.72
			POLICE DEPARTMENT FAUCET P	13.09
			MUSEUM MOVING SUPPLIES	679.68
			RECREATION DRAING CLEANING	42.15
			BLDG SUPPLIES POLICE KITCH	98.83
			PRESCHOOL LIGHT SUPPLIES	7.64
			POLICE DEPARTMENT CLOSET D	32.76
			POLICE DEPARTMENT KITCHEN	10.37
			MUSEUM PAINTING SUPPLIES	508.21
			MUSEUM ODOR FILTER	41.49
			MUSEUM PAINTING SUPPLIES	84.80
			BRIDGE PAINT SUPPLIES	258.37
			RAT TRAPS FOR OFFICES	27.26
			MUSEUM MOP CLOTHS AND GLOV	86.82
			LATE PAYMENT FEE	3.58
			LATE PAYMENT FEE	<u>35.99</u>
			TOTAL:	2,860.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
------------	------	-------------	-------------	--------

```

===== FUND TOTALS =====
10  GENERAL FUND                4,005.61
-----
      GRAND TOTAL:              4,005.61
-----

```


Retirees Medical Reimbursement

Date: September 01, 2023

Number of Transactions: 17

Total Batch: \$10,107.36

Payroll 9/01/2023

-----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	36.50	13.40	873.30
10-511 City Manager/ City Clerk	23,775.03	20,734.40	0.00	0.00	3,040.63	3,025.01	4,160.28	16,589.74
10-512 Finance	12,873.92	11,433.65	0.00	73.55	1,366.72	1070.90	1478.43	10,324.59
10-521 Police Administration	28,594.00	27,744.00	0.00	0.00	850.00	5,132.55	5,123.97	18,337.48
10-522 Police- Patrol	81,701.27	62,156.24	9,975.10	4,737.74	4,832.19	14,428.69	12,818.05	54,454.53
10-523 Police- Investigation	9,669.94	6,172.80	601.07	2,057.60	838.47	2,600.08	1,108.58	5,961.28
10-524 Police- Records	11,392.30	6,787.30	815.26	444.70	3,345.04	730.34	1,744.61	8,917.35
10-526 Police- Community Outreach	1,958.58	0.00	0.00	0.00	1,958.58	73.45	148.17	1,736.96
10-527 Police-Youth Programs	5,097.79	3,921.60	480.11	0.00	696.08	947.74	632.46	3,517.59
10-528 Police- Traffic	3,154.18	0.00	0.00	0.00	3,154.18	118.29	113.99	2,921.90
10-531 Development Services- Administration	26,399.04	19,962.66	0.00	2,558.40	3,877.98	2,877.48	4,526.66	18,994.90
10-532 Development Services- Planning	3,371.60	1,670.80	0.00	1670.80	30.00	513.26	623.85	2,234.49
10-533 Development Services- Neighborhood Preservation	4,409.72	2,527.20	0.00	0.00	1,882.52	287.38	570.51	3,551.83
10-542 Development Services- Street Maintenance	11,704.49	10,531.20	588.29	0.00	585.00	1,521.07	1,145.37	9,038.05
10-543 Development Services- Park Maintenance	840.80	0.00	0.00	0.00	840.80	31.53	48.98	760.29
10-544 Development Services- Facility Maintenance	2,242.60	1,774.08	0.00	443.52	25.00	381.15	29.50	1,831.95
10-545 Economic Development	3,120.40	2,704.10	0.00	386.30	30.00	240.44	173.51	2,706.45
10-551 Recreation Administration	37,847.96	30,482.35	94.80	429.65	6,841.16	5,126.91	5,020.19	27,700.86
10-556 Recreation- Sports	17,623.47	0.00	0.00	0.00	17,623.47	660.89	1,044.92	15,917.66
TOTALS	\$286,700.29	\$209,525.58	\$12,554.63	\$12,802.26	\$51,817.82	\$39,803.66	\$40,525.43	\$206,371.20

REGULAR INPUT: 122 MANUAL INPUT: 0

CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 122

Payroll 9/1/2023

BENEFITS & WITHHOLDINGS

			Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$34,705.93	\$30,665.68	\$4,040.25
State Taxes	Employee	\$9,859.78		
ICMA	Employee	\$3,242.48		
PD Association	Employee	\$1,277.46		
LosAl Employees Assoc	Employee	\$320.00		
Nationwide - Full Time	Employee	\$1,440.00		
Nationwide - PT	Employee/ Employer	\$2,846.88	\$1,423.44	\$1,423.44
PERS Deferred Comp	Employee	\$1,255.76		
PERS	Employee/ Employer	\$56,403.43	\$22,401.74	\$34,001.69
AFLAC	Employee	\$83.34		
PERS Medical	Employee/ Employer	\$82,683.18		
Delta Dental PPO	Employer	\$4,424.40		
Delta Dental HMO	Employer	\$586.91		
VSP Vision	Employer	\$1,127.25		
Standard Self Admin	Employee/ Employer	\$1,834.17		
Standard Life Optional	Employee	\$372.60		
TOTALS		\$202,463.57	\$54,490.86	\$39,465.38

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	4758.08	\$209,525.58	125	I-125	\$770.05		FED W/H	\$249,029.27	\$26,625.43	
PTRG	1,675.33	\$34,885.13	129	I-129	\$192.31		ST WH CA	\$249,029.27	\$9,859.75	
PHEO	68.75	\$2,029.71	AFP	AFLPT	\$25.93		MEDI	\$278,635.00	\$4,040.25	\$4,040.25
ABST	1.50	\$0.00	CS1	CS-C0	\$230.76					
OT	24.25	\$1,004.60	DCI	DCICM	\$2,797.60					
OTS	133.15	\$11,383.80	DCM	DCICM		\$350.00				
STBY	2.00	\$166.23	DCN	DCNW	\$1,440.00					
CAR	0.00	\$1,100.00	DCP	DCPRS	\$1,255.76					
CELL	0.00	\$1,060.00	DD1	DPP01		\$247.50				
PPHC	0.00	\$496.64	DD2	DPP02		\$253.80				
MEDR	0.00	\$5,950.00	DD3	DPP03		\$761.40				
SPAS	0.00	\$1,278.48	DD4	DDMO1		\$23.13				
SPSK	0.00	\$127.84	DD5	DDMO2		\$55.56				
OCWD	0.00	\$250.00	DD6	DDMO3		\$123.30				
OCWE	0.00	\$160.00	DI%	DCI%	\$94.88					
UNIF	0.00	\$150.00	DIS	DISAF	\$15.74					
UNI2	0.00	\$75.00	LEA	LAEAD	\$320.00					
FTO	0.00	\$151.04	LIF	LIFE	\$186.31					
RTRO	0.00	\$466.55	LTD	A LTD	\$102.37					
ADML	10.00	\$590.10	MED	MDINS	\$7,269.31	\$ 26,601.51				
COMP	21.33	\$1,094.21	PBB	PRSB	\$481.97					
EAU	24.00	\$1,165.44	PN1	PEPME	\$5,430.67					
EAA	72.00	\$0.00	PN2	PEPMR		\$5,381.59				
COMA	43.38	\$0.00	PN3	PEPSE	\$8,175.78					
FLHO	31.50	\$1,358.22	PN4	PEPSR		\$8,050.91				
SICK	31.00	\$1,045.62	POS	POAS	\$1,277.46					
VAC	162.92	\$7,548.67	PRO	PRM8	\$2,043.52					
POST5	0.00	\$200.00	PR2	PRSMR		\$8,437.05				
POST6	0.00	\$450.00	PR4	PRSSR		\$12,132.14				
POST7	0.00	\$2,374.48	PR5	PRSB4	\$1,054.04					
POST8	0.00	\$357.95	PR6	PRSAF	\$2,287.81					
BILI	0.00	\$200.00	PR7	PRMB4	\$780.04					
HOT	\$0.00	\$55.00	PR8	PRMAF	\$1,408.17					
			PR9	PRSCC	\$685.80					
			RTP	RT-PT	\$1,423.44	\$1,423.44				
			SUR	SURVI	\$53.94					
			VS1	VIS1		79.8				
			VS2	VIS2		\$68.67				
			VS3	VIS3		\$205.80				
Totals	7,059.19	\$286,700.29			\$39,803.66	\$64,195.60			\$40,525.43	\$4,040.25

Payroll 9/15/2023

-----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	36.50	13.40	873.30
10-511 City Manager/ City Clerk	23,696.90	18,142.60	0.00	0.00	5,554.30	3,030.14	4,112.94	16,553.82
10-512 Finance	12,653.14	8,231.21	0.00	1837.59	2,584.34	1066.00	1455.73	10,131.41
10-521 Police Administration	33,435.20	23,652.10	0.00	5,615.10	4,168.00	5,132.55	3,766.28	24,536.37
10-522 Police- Patrol	83,664.51	54,635.75	13,397.11	8,689.05	6,942.60	13,912.81	13,671.17	56,080.53
10-523 Police- Investigation	11,464.88	6,172.80	2,822.96	2,057.60	411.52	2,541.37	390.82	8,532.69
10-524 Police- Records	9,914.75	5,030.32	0.00	1297.68	3,586.75	708.88	1,389.89	7,815.98
10-526 Police- Community Outreach	1,684.80	0.00	0.00	0.00	1,684.80	63.18	95.89	1,525.73
10-527 Police-Youth Programs	4,987.80	2,941.20	520.12	980.40	546.08	927.11	605.13	3,455.56
10-528 Police- Traffic	2,854.34	0.00	0.00	0.00	2,854.34	107.04	80.15	2,667.15
10-531 Development Services- Administration	26,212.07	19,153.40	0.00	590.10	6,468.57	3,061.36	4,450.84	18,699.87
10-532 Development Services- Planning	3,341.60	2,923.90	0.00	0.00	417.70	513.26	613.74	2,214.60
10-533 Development Services- Neighborhood Preservation	4,347.78	2,021.76	0.00	859.58	1,466.44	285.06	562.46	3,500.26
10-542 Development Services- Street Maintenance	10,871.75	9,189.66	215.55	25.14	1,441.40	1,521.07	890.95	8,459.73
10-543 Development Services- Park Maintenance	608.10	0.00	0.00	405.40	202.70	22.80	14.08	571.22
10-544 Development Services- Facility Maintenance	3,151.56	1,995.84	498.96	0.00	656.76	381.15	108.05	2,662.36
10-545 Economic Development	3,260.80	2,445.60	0.00	407.60	407.60	253.64	199.20	2,807.96
10-551 Recreation Administration	36,914.20	26,239.55	0.00	808.45	9,866.20	5,094.86	4,835.70	26,983.64
10-556 Recreation- Sports	13,602.24	0.00	0.00	272.38	13,329.86	510.07	753.97	12,338.20
TOTALS	\$287,589.62	\$183,698.89	\$17,454.70	\$23,846.07	\$62,589.96	\$39,168.85	\$38,010.39	\$210,410.38

REGULAR INPUT: 115 MANUAL INPUT: 0

CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 115

Payroll 9/15/2023

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$32,926.05	\$28,875.58
State Taxes	Employee	\$9,134.81	\$4,064.62
ICMA	Employee	\$3,237.49	
PD Association	Employee	\$1,277.46	
LosAl Employees Assoc	Employee	\$320.00	
Nationwide - Full Time	Employee	\$1,440.00	
Nationwide - PT	Employee/ Employer	\$2,404.66	\$1,202.33
PERS Deferred Comp	Employee	\$1,255.76	
PERS	Employee/ Employer	\$55,272.41	\$21,808.35
AFLAC	Employee		
PERS Medical	Employee/ Employer		
Delta Dental PPO	Employer		
Delta Dental HMO	Employer		
VSP Vision	Employer		
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$107,268.64	\$51,886.26
			\$38,731.01

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	4209.83	\$183,698.89	125	I-125	\$770.05		FED W/H	\$250,553.41	\$24,810.62	
MIL1	80.00	\$2,168.16	129	I-129	\$192.31		ST WH CA	\$250,553.41	\$9,134.81	
PTRG	1,322.00	\$27,978.98	AFP	AFLPT	\$25.93		MEDI	\$279,339.65	\$4,064.96	\$4,050.47
PHEO	63.42	\$1,876.26	CS1	CS-C0	\$230.76					
HOL	386.00	\$17,702.88	DCI	DCICM	\$2,797.60					
OT	18.00	\$714.51	DCM	DCICM		\$350.00				
OTS	189.81	\$16,235.14	DCN	DCNW	\$1,440.00					
STBY	6.00	\$505.05	DCP	DCPRS	\$1,255.76					
MOT	0.00	\$157.56	DD1	DPPO1		\$247.50				
CAR	0.00	\$1,100.00	DD2	DPPO2		\$253.80				
PPHC	0.00	\$496.64	DD3	DPPO3		\$761.40				
MEDR	0.00	\$5,950.00	DD4	DDMO1		\$30.84				
SPAS	0.00	\$1,534.16	DD5	DDMO2		\$55.56				
SPSK	0.00	\$127.84	DD6	DDMO3		\$123.30				
OCWD	0.00	\$250.00	DI%	DCI%	\$89.89					
OCWE	0.00	\$160.00	DIS	DISAF	\$15.74					
UNIF	0.00	\$150.00	LEA	LAEAD	\$320.00					
UNI2	0.00	\$75.00	LIF	LIFE	\$186.31					
FTO	0.00	\$130.05	LTD	A LTD	\$102.37					
ADML	10.00	\$623.90	MED	MDINS	\$7,453.99	\$ 27,016.76				
COMP	12.33	\$634.26	PBB	PRSB4	\$481.97					
EAU	72.00	\$3,837.96	PN1	PEPME	\$5,432.50					
EAA	18.00	\$0.00	PN2	PEPMR		\$5,383.42				
COMA	25.75	\$0.00	PN3	PEPSE	\$7,557.55					
FLHO	54.50	\$2,533.70	PN4	PEPSR		\$7,442.14				
SICK	101.92	\$3,509.43	POS	POAS	\$1,277.46					
VAC	169.17	\$7,715.62	PRO	PRM8	\$2,043.52					
POST7	0.00	\$2,374.48	PR2	PRSMR		\$8,437.05				
POST8	0.00	\$357.95	PR4	PRSSR		\$12,201.45				
POVA	80.00	\$4,991.20	PR5	PRSB4	\$1,077.05					
			PR6	PRSAF	\$2,287.81					
			PR7	PRMB4	\$780.04					
			PR8	PRMAF	\$1,408.17					
			PR9	PRSCC	\$685.80					
			RTP	RT-PT	\$1,202.33	\$1,202.33				
			SUR	SURVI	\$53.94					
			VS1	VIS1		85.12				
			VS2	VIS2		\$68.67				
			VS3	VIS3		\$205.80				
Totals	6,818.73	\$287,589.62			\$39,168.85	\$63,865.14			\$ 38,010.39	\$4,050.47

Payroll 9/29/2023

-----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	34.60	13.40	875.20
10-511 City Manager/ City Clerk	21,719.90	20,734.40	0.00	0.00	985.50	1,965.01	3,670.29	16,084.60
10-512 Finance	12,050.44	10,848.50	0.00	658.70	543.24	914.96	1442.45	9,693.03
10-521 Police Administration	27,744.00	25,699.50	0.00	2,044.50	0.00	4,130.30	5,074.57	18,539.13
10-522 Police- Patrol	85,089.28	59,250.11	15,108.37	4,436.13	6,294.67	11,463.66	13,869.04	59,756.58
10-523 Police- Investigation	10,008.26	6,687.20	1,366.34	1,543.20	411.52	1,854.58	528.68	7,625.00
10-524 Police- Records	11,041.22	6,065.60	459.30	1166.40	3,349.92	746.07	1,570.56	8,724.59
10-526 Police- Community Outreach	2,442.96	0.00	0.00	0.00	2,442.96	91.61	254.70	2,096.65
10-527 Police-Youth Programs	5,237.95	3,921.60	1120.27	0.00	196.08	927.11	683.70	3,627.14
10-528 Police- Traffic	3,975.68	0.00	0.00	0.00	3,975.68	149.10	217.65	3,608.93
10-531 Development Services- Administration	25,988.01	22,440.60	0.00	293.80	3,253.61	2,097.29	4,487.83	19,402.89
10-532 Development Services- Planning	3,858.50	3,341.60	516.90	0.00	0.00	513.26	787.84	2,557.40
10-533 Development Services- Neighborhood Preservation	4,664.03	2,211.30	284.31	315.90	1,852.52	286.26	658.30	3,719.47
10-542 Development Services- Street Maintenance	13,927.97	10,249.84	2861.77	281.36	535.00	959.24	1,376.47	11,592.26
10-543 Development Services- Park Maintenance	283.78	0.00	0.00	81.08	202.70	10.64	4.11	269.03
10-544 Development Services- Facility Maintenance	2,554.45	2,217.60	311.85	0.00	25.00	172.79	51.47	2,330.19
10-545 Economic Development	3,260.80	3,260.80	0.00	0.00	0.00	253.64	199.20	2,807.96
10-551 Recreation Administration	36,994.50	30,106.28	589.89	1,030.52	5,267.81	4,185.23	4,937.31	27,871.96
10-556 Recreation- Sports	21,250.95	0.00	0.00	247.32	21,003.63	796.94	1,421.39	19,032.62
TOTALS	\$293,015.88	\$207,958.13	\$22,619.00	\$12,098.91	\$50,339.84	\$31,552.29	\$41,248.96	\$220,214.63

REGULAR INPUT: 119 MANUAL INPUT: 0

CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 119

Payroll 9/29/2023

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$35,179.85	\$30,942.64
State Taxes	Employee	\$10,306.32	\$4,237.21
ICMA	Employee	\$2,461.08	
PD Association	Employee	\$1,277.46	
LosAl Employees Assoc	Employee	\$320.00	
Nationwide - Full Time	Employee	\$1,440.00	
Nationwide - PT	Employee/ Employer	\$3,241.58	\$1,620.79
PERS Deferred Comp	Employee	\$1,255.76	
PERS	Employee/ Employer	\$55,597.60	\$21,942.41
AFLAC	Employee		\$33,655.19
PERS Medical	Employee/ Employer		
Delta Dental PPO	Employer		
Delta Dental HMO	Employer		
VSP Vision	Employer		
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$111,079.65	\$54,505.84
			\$39,513.19

DEDUCTION GRAND TOTALS

DESC	-----EARNINGS-----		CD	ABBV	-----DEDUCTIONS-----		EMPLOYER	DESC	-----TAXES-----		
	HRS	AMOUNT			EMPLOYEE				TAXABLE	EMPLOYEE	EMPLOYER
REG	4707.34	\$207,958.13	125	I-125	\$770.05			FED W/H	\$263,307.55	\$26,629.13	
MILL	80.00	\$2,168.16	129	I-129	\$192.31			ST WH CA	\$263,307.55	\$10,306.32	
PTRG	1,884.13	\$39,831.05	AFP	AFLPT	\$25.93			MEDI	\$292,219.90	\$4,313.51	\$4,237.21
PHEO	72.25	\$2,137.68	CS1	CS-C0	\$230.76						
OT	102.75	\$4,263.06	DCI	DCICM	\$2,347.60						
OTS	209.99	\$17,165.09	DCN	DCNW	\$1,440.00						
STBY	14.00	\$1,190.85	DCP	DCPRS	\$1,255.76						
PPHC	0.00	\$496.64	DI%	DCI%	\$113.48						
SPAS	0.00	\$1,711.92	DIS	DISAF	\$15.74						
SPSK	0.00	\$127.84	LEA	LAEAD	\$320.00						
OCWD	0.00	\$250.00	PBB	PRSB4	\$481.97						
OCWE	0.00	\$160.00	PN1	PEPME	\$5,432.50						
UNIF	0.00	\$150.00	PN2	PEPMR		\$5,383.42					
UNI2	0.00	\$75.00	PN3	PEPSE	\$7,633.02						
FTO	0.00	\$152.25	PN4	PEPSR		\$7,516.45					
RTRO	0.00	\$337.20	POS	POAS	\$1,277.46						
COMP	20.00	\$1,028.80	PR0	PRM8	\$2,043.52						
EAU	18.00	\$949.73	PR2	PRSMR		\$8,553.87					
EAA	60.00	\$0.00	PR4	PRSSR		\$12,201.45					
COMA	53.75	\$0.00	PR5	PRSB4	\$1,077.05						
FLHO	20.17	\$1,433.88	PR6	PRSAF	\$2,287.81						
SICK	95.58	\$3,792.54	PR7	PRMB4	\$825.00						
VAC	116.16	\$4,893.96	PR8	PRMAF	\$1,421.80						
POST7	0.00	\$2,384.15	PR9	PRSCC	\$685.80						
POST8	0.00	\$357.95	RTP	RT-PT	\$1,620.79	\$1,620.79					
			SUR	SURVI	\$53.94						
Totals	7,454.12	\$ 293,015.88			\$31,552.29	\$35,275.98				\$ 41,248.96	\$4,237.21

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Monday, September 18, 2023

1. CALL TO ORDER

The City Council met in Regular Session at 5:30 p.m., Monday, September 18, 2023, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Doby presiding.

2. ROLL CALL

Present: Council Members: Hasselbrink, Hibard, Murphy
Mayor Pro Tem Nefulda, Mayor Doby

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Administrative Services Manager

3. CLOSED SESSION

City Attorney Daudt read the item aloud.

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One potential case – threat of litigation by BKK Working Group related to the BKK Corporation Landfill Facility in West Covina, CA.

RECESS

The City Council recessed into Closed Session at 5:30 p.m.

RECONVENE

The City Council reconvened in Regular Session at 5:59 p.m.

City Attorney Daudt stated the City Council voted unanimously to approve the Third amendment.

4. PLEDGE OF ALLEGIANCE

Council Member Hibard led the Pledge of Allegiance.

5. INVOCATION

Council Member Murphy gave the Invocation.

6. PRESENTATIONS

Mayor Doby and the City Council presented the listed items.

- A. Presentation of a Certificate to Joe Freire, Executive Director, of Champion's Quest in Recognition of Being Featured in the Mayor's Business Spotlight**
- B. Presentation of a Proclamation to Wayne Stickney, Chief Development Officer, and Neil Pardasani, Board Member, of Second Harvest Food Bank in Recognition of Hunger Action Month**
- C. Presentation of a Proclamation to Orange County Fire Authority for Fire Prevention Week**
- D. Presentation by Robert Acosta, Support Services Manager, Regarding AlertOC**

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.

Mayor Doby opened Oral Communications.

Art DeBolt, resident, spoke regarding the ALUC findings of consistency.

Mayor Doby closed Oral Communications.

8. UPDATES FROM THE MAYOR

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

Mayor Doby spoke regarding the following topics: provided an overview on the recent Celebrate Los Al event; upcoming Elevate Women's Conference; encouraged participation in the upcoming Trunk or Treat event; and, provided an update on the Stearns Park Rehabilitation and upcoming Senior Transportation Program.

9. UPDATES FROM THE CITY STAFF

At this time, City Staff 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.

None.

10. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic fund transfers for the period August 1, 2023 to August 31, 2023.

Council Member Murphy asked for and received clarification on various charges.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council ratified the Warrants for the period from August 1, 2023 to August 31, 2023 in the amount of \$1,266,252.93.

ROLL CALL

Mayor Doby	Yes
Mayor Pro Tem Nefulda	Yes
Council Member Hasselbrink	Yes
Council Member Hibard	Yes
Council Member Murphy	Yes

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.

Motion/Second: Hibard/Nefulda

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

A. Approval of Minutes

Approved the City Council Regular Minutes of August 21, 2023.

B. Award of Bid for the Community Center Divider Wall Replacement Project (Development Services)

This item recommended awarding a bid to 3M Construction Corporation in the amount of \$86,730.00 to begin the Community Center Divider Wall Replacement Project (RFB 2023-03).

The City Council:

1. Awarded of contract for the Community Center Divider Wall Replacement Project (RFB 2023-03) in the amount of \$86,730.00 to 3M Construction Corporation; and,
2. Authorized the Mayor to execute the Public Works Agreement with 3M Construction Corporation for the project.

C. Approval of Final Parcel Map No. 2021-196 (10800 & 10806 Reagan Street) (Development Services)

This item requested approval for final Parcel Map 2021-196. Parcel Map 2021-195 is the subdivision of airspace of a single parcel for condominium purposes located at 10800 and 10806 Reagan Street, Los Alamitos, CA. Parcel Map 2021-196 is ready for submission to the County Recorder's Office for final review (Applicant: Scott Anastasi, Scott Anastasi Realty).

The City Council:

1. Adopted Resolution No. 2023-21 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2021-196 FOR A CONDOMINIUM CONVERSION FOR AN EXISTING DUPLEX IN THE LIVE WORK OVERLAY (R-2-LW0Z) ZONE AT 10800 & 10806 REAGAN STREET, APN 242-183-03 (APPLICANT: SCOTT ANASTASI, SCOTT ANASTASI REALTY)"; and,
2. Directed the City Clerk to endorse on the title sheet of Parcel Map 2021-196, the certificate which embodies the approval of said maps; and,
3. Directed the City Engineer to submit Parcel Map 2021-196 to the County of Orange Recorder's Office.

12. ORDINANCE

A. Ordinance No. 2023-04 - Purchasing Policy (Finance)

This report provided information in connection with the City's current purchasing policy as codified in Chapter 2.60 (Purchasing System) of the Los Alamitos Municipal Code, and consideration of modifications.

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

Council Member Hibard indicated she understood the challenges and supported increased efficiencies; however, due to errors with the financial statements and adopted Fiscal Year 2023/24 Budget she would not support this policy.

Council Member Murphy asked for and received clarification on notification of purchases over \$80,000, parameters for defining an emergency, parameters for public noticing, and changes to the credit card usages.

Motion/Second: Hasselbrink/Nefulda

Motion Carried 3/1 (Hibard voted No. Murphy abstained): The City Council:

1. Introduced for first reading, read by title only, waived further reading of Ordinance No. 2023-04, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2023-04 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 2.60 (PURCHASING SYSTEM) OF THE LOS ALAMITOS MUNICIPAL CODE".

ROLL CALL

Mayor Doby	Yes
Mayor Pro Tem Nefulda	Yes
Council Member Hasselbrink	Yes
Council Member Hibard	Abstain
Council Member Murphy	No

13. DISCUSSION ITEM

A. Consideration of a Canine Program (Police)

This item for Council consideration is the implementation of a Canine Program.

Chief Claborn summarized the staff report.

The City Council expressed support for the program.

Motion/Second: Hibard/Murphy

Unanimously Carried: the City Council directed staff to move forward with the Canine Program.

14. 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 Hibard spoke regarding the following: attendance at League of California Cities meeting and Association of California Cities – Orange County Public Policy Makers Academy; the Rossmoor traffic study; attendance at a Highlands neighborhood informational meeting provided by Orange County Mosquito and Vector Control District; participation in the 5K Race Los Al; and, the Veteran Recognition at Celebrate Los Al.

Council Member Murphy spoke regarding the following: thanked the Police Department for assistance in removing an unlawful sidewalk vendor; received a tour of Food Finders warehouse; attendance at the City of Hope Beam Signing Ceremony, Celebration of Life for Nancy Fagen, and Grand Opening Ceremony for the Westminster Community Center; volunteered at Precious Life Shelter and Carnival ticket sales at Celebrate Los Al; and, thanked staff for the Celebrate Los Al Event.

Council Member Hasselbrink spoke regarding the following: attendance at the Americana Award Nomination Committee meeting; attendance at the Budget Standing Committee meeting and Pension Paydown Plan; and, first year accomplishments for the Los Alamitos Community Foundation

Mayor Pro Tem Nefulda spoke regarding attendance at Celebrate Los Al.

Mayor Doby spoke regarding the following: tour of the Yorba Linda Heli-Hydrant; attendance at the Los Alamitos Senior Expo, Orange County Council of Governments Board of Directors meeting, send off for Officer Cruz, Cal-Cities Board of Directors meeting; Association of California Cities – Orange County Public Policy Makers Academy, Orange County Intelligence Assessment Center (OCIAAC) presentation at Epson, City of Hope Topping Off Ceremony, Community, Economic, Development, and Housing Committee meeting, Sunset Saturday, and, Celebrate Los Al; tour of Sothern California Gas infrastructure and interest in solar; and, met with a local Girl Scout Troop. She expressed an interest in renaming Apartment Row.

15. ADJOURNMENT

The City Council will adjourn in memory of Nancy Fagen at 7:20 p.m.

Attest:

Tanya Doby, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 11B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Treasurer's Quarterly Investment Report - September 2023

SUMMARY

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

RECOMMENDATION

Receive and file the Treasurer's Quarterly Investment Report – September, 2023.

BACKGROUND

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

DISCUSSION

This report is a summary of the City's investment activities and portfolio listing and balances for the quarter ending September 30, 2023.

FISCAL IMPACT

Interest earned on investments for the quarter ended September 30, 2023, totaled \$181,673.

- Attachment:
1. Quarterly Investment Report - September 2023
 2. Pooled Investment Portfolio Holdings - September 2023

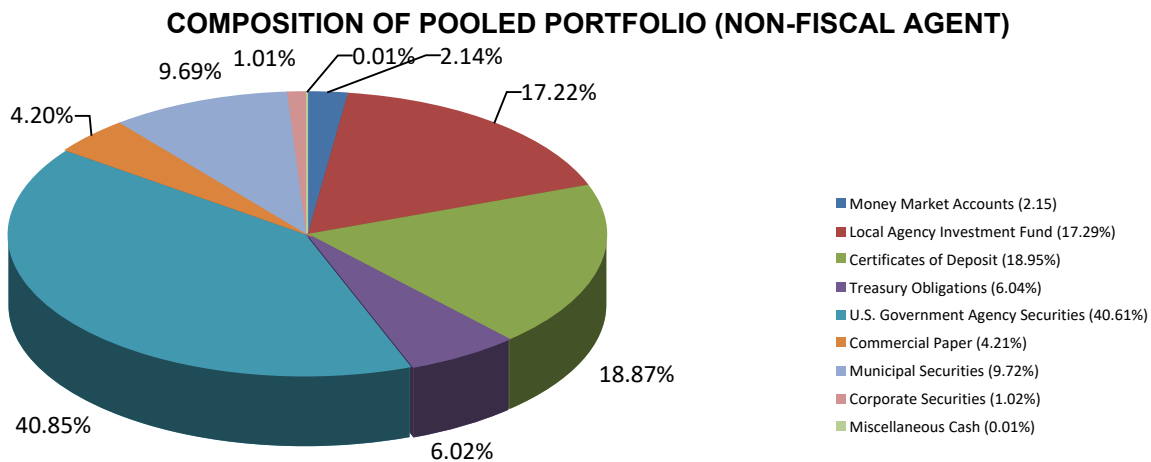


CITY OF LOS ALAMITOS

Quarterly Investment Report

September 30, 2023

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 503,570.24	\$ 503,570.24
Local Agency Investment Fund (LAIF)	4,114,244.95	4,051,825.68
Certificates of Deposit	4,687,000.00	4,440,326.42
Treasury Obligations	1,506,000.00	1,416,228.99
U.S. Government Agency Securities	10,250,000.00	9,610,521.72
Commercial Paper (4.21%)	1,000,000.00	987,606.20
Municipal Securities	2,545,000.00	2,279,179.95
Corporate Securities	250,000.00	238,144.22
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	24,859,315.19	23,530,903.42
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	182.42	182.42
TOTAL INVESTMENTS HELD BY FISCAL AGENT	182.42	182.42
TOTAL CASH & INVESTMENTS	\$ 24,859,497.61	\$ 23,531,085.84



It has been verified that this investment portfolio is in conformity with the City's investment policy which was approved by City Council on 9/19/22. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 2.15 years, and the weighted average yield on cost is 18.4888% indenture associated with the bond transaction which generated the cash.

Craig Koehler

Craig Koehler, Finance Director / City Treasurer



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
September 30, 2023

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
<u>MONEY MARKET ACCOUNTS</u>								
US Bank		Varies	Varies	Coll. ¹	Varies	503,570.24	0.50%	503,570.24
SUBTOTAL MONEY MARKET ACCOUNTS						503,570.24		503,570.24
<u>LOCAL AGENCY INVESTMENT FUND (LAIF)</u>								
		Varies	Varies	NR	Varies	4,114,244.95	98.48%	4,051,825.68
<u>CERTIFICATES OF DEPOSIT</u>								
Medallion Bank Utah CTF	58404DHQ7	0.55%	07/30/25	FDIC	07/30/20	249,000.00	0.55%	227,077.28
Texas Exchange Bank SSB	88241TLA6	0.80%	06/04/26	FDIC	06/04/21	248,000.00	0.80%	219,247.91
Sallie Mae Bank Salt Lake UT	795451AF0	1.00%	07/28/26	FDIC	07/28/21	248,000.00	1.00%	219,460.05
Goldman Sachs Bank	38149MG64	0.40%	11/03/27	FDIC	10/28/21	248,000.00	0.40%	246,772.43
Capital One Bank	14042TEU7	2.25%	03/23/27	FDIC	03/16/22	247,000.00	2.25%	223,078.25
Bank of Hapoalim New York	06251A3MO	1.50%	01/22/27	FDIC	01/22/22	250,000.00	1.50%	221,338.41
State Bank of India New York NY	856285C33	1.45%	01/22/27	FDIC	01/22/22	250,000.00	1.45%	220,848.97
American Express NA	02589ADK5	3.35%	08/05/24	FDIC	08/03/22	245,000.00	3.35%	240,328.37
Capital One NA	14042RTH4	3.50%	08/03/26	FDIC	08/03/22	245,000.00	3.50%	232,663.59
Ally Bank	02007GXX3	3.45%	08/04/26	FDIC	08/04/22	245,000.00	3.45%	232,335.57
Discover Bank	254673P34	3.50%	08/10/26	FDIC	08/10/22	245,000.00	3.50%	232,609.07
BMW Bank North America (FDIC Gtd)	05580AP24	3.25%	08/12/24	FDIC	08/12/22	245,000.00	3.25%	240,004.08
Charles Schwab Bank SSB	15987UBA5	5.05%	03/28/25	FDIC	03/28/23	243,000.00	5.05%	240,959.42
CIBC Bank	12547CBB3	4.35%	04/27/27	FDIC	04/23/23	250,000.00	4.35%	242,240.96
Freedom Bank of Virginia	35633MDE9	4.90%	05/03/28	FDIC	05/03/23	244,000.00	4.90%	240,319.09
BMO Harris Bank NA Chicago	05600XQE3	4.50%	05/16/28	FDIC	05/16/23	244,000.00	4.50%	236,233.03
Balboa Thrift & Loan CA	05765LBV8	4.40%	07/31/28	FDIC	07/31/23	249,000.00	4.40%	239,537.01
Guardian CR UN Montgomery AL	40135GAA6	5.10%	09/29/28	FDIC	09/29/23	248,000.00	5.10%	246,166.01
Synchrony Bank	87164W2U1	4.75%	09/29/28	FDIC	09/29/23	244,000.00	4.75%	239,106.92
SUBTOTAL CERTIFICATES OF DEPOSIT						4,687,000.00		4,440,326.42
<u>TREASURY OBLIGATIONS</u>								
U. S Treasury Notes	91282CDH1	0.75%	11/15/24	AAA	12/15/21	500,000.00	0.75%	474,687.50
U. S Treasury Notes	912828ZF0	0.50%	03/31/25	AAA	05/26/21	500,000.00	0.50%	465,683.60
U. S Treasury Notes	91282CAT8	0.25%	10/31/25	AAA	10/28/21	250,000.00	0.25%	226,435.55
U. S Treasury Bills	912797LL9	5.30%	03/21/24	AAA	9/26/23	256,000.00	5.30%	249,422.34
SUBTOTAL TREASURY OBLIGATIONS TOTAL						1,506,000.00		1,416,228.99
<u>U.S. GOVERNMENT AGENCY SECURITIES</u>								
Federal Home Loan Bank	3130AM5Q1	0.440%	04/29/24	AAA	12/15/21	500,000.00	0.44%	485,115.26
Federal Home Ln Mtg Corp MTN NTS	3134GWEA0	0.450%	07/29/24	AAA	07/29/20	750,000.00	0.45%	719,040.32
Federal Home Loan Bank	3130ALCV4	0.750%	02/24/26	AAA	10/28/21	250,000.00	0.75%	225,309.09
Federal Farm Credit Banks	3133ENBK5	1.140%	10/20/26	AAA	12/15/21	250,000.00	1.14%	222,412.56
Federal Home Loan Bank	3130APFU4	1.050%	10/28/26	AAA	10/28/21	250,000.00	1.05%	221,181.32
FHLB STEP-UP	3130APTZ8	0.800%	11/24/26	AAA	11/21/21	500,000.00	0.85%	455,459.43
Federal Home Loan Banks	3130AQJG9	1.650%	01/28/27	AAA	01/22/22	1,000,000.00	1.65%	893,280.66
Federal Home Loan Banks	3130AQRH8	2.000%	02/25/27	AAA	02/25/22	1,000,000.00	2.00%	901,758.16
Federal Home Loan Banks	3130AR4T5	2.000%	03/22/27	AAA	03/17/22	500,000.00	2.00%	467,207.02
Federal Home Loan Banks	3130AQWJ8	2.050%	03/22/27	AAA	03/03/22	1,000,000.00	2.05%	903,333.24
Federal Home Loan Banks	3130ARYD2	3.250%	05/23/25	AAA	05/02/22	500,000.00	3.25%	468,788.55
Federal Home Loan Bank	3130ARYL0	3.000%	11/25/24	AAA	05/02/22	1,000,000.00	3.00%	972,947.05
Federal Home Loan Bank	3130ARYD7	3.250%	05/23/25	AAA	05/02/22	1,000,000.00	3.25%	969,265.97
Federal Home Ln Mtg Corp	3134GX2B9	4.250%	09/27/24	AAA	09/22/22	250,000.00	4.25%	246,563.81
Federal Home Loan Bank	3130ATGG6	4.500%	09/29/25	AAA	09/29/22	500,000.00	4.50%	491,817.51
Federal Farm Credit Banks	3133ENL32	4.230%	09/08/27	AAA	11/04/22	500,000.00	4.23%	479,344.79
Federal Home Loan Mtg Corp	3134GYNY4	5.250%	04/28/28	AAA	04/28/23	500,000.00	5.25%	487,696.98
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES						10,250,000.00		9,610,521.72
<u>COMMERCIAL PAPER</u>								
Pacific Life Short Term	69448XYW6	5.300%	11/30/23	A-1+	09/22/23	250,000.00	5.300%	247,668.13
Toyota Industries Corp	89232LA97	5.350%	01/09/24	A-1+	07/26/23	250,000.00	5.350%	246,137.50
Barclays Bank PLC US	06744HPS3	5.500%	11/30/23	A-1+	09/14/23	250,000.00	5.500%	245,184.58
Proctor & Gamble Company	74271UY61	5.000%	11/06/23	A-1+	05/23/23	250,000.00	5.000%	248,615.99
SUBTOTAL COMMERCIAL PAPER						1,000,000.00		987,606.20
<u>MUNICIPAL SECURITIES</u>								
Placentia-Yorba Linda CA GO Taxable Ref Ser B	725894MX4	4.3000%	8/1/2027	Aa2	12/19/22	250,000.00	4.3000%	217,537.50
California State GO Unlimited Taxable	13063DRD2	4.4200%	10/01/26	Aa2	01/03/23	500,000.00	4.4200%	461,780.00
San Diego CA CMNTY CLG GO UNLT	797272RN3	4.0500%	05/01/26	Aaa	04/14/23	270,000.00	4.0500%	244,017.90
California ST GO TXBL	13063DGB8	4.2000%	02/01/28	Aa2	05/15/23	250,000.00	4.2000%	242,665.00
Liberty CA Union High Sch Dist	530319SN3	4.0500%	08/01/27	Aa2	05/26/23	300,000.00	4.0500%	259,713.00
Torrance CA UNIF SCH DIST	8913815A9	4.5000%	08/01/27	AA-	06/16/23	295,000.00	4.5000%	268,594.55
Citrus CA CCD	17741RGF9	4.6500%	08/01/28	Aa1	08/30/23	280,000.00	4.6500%	236,600.00
California ST GO TXBL Various	13063DC48	4.2000%	02/01/28	AA	06/01/23	400,000.00	4.2000%	348,272.00
SUBTOTAL MUNICIPAL SECURITIES						2,545,000.00		2,279,179.95



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
September 30, 2023

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
CORPORATE SECURITIES								
Morgan Stanley Finance LLC	61766YMT5	5.1500%	01/20/28	A1	01/20/23	250,000.00	5.1500%	238,144.22
SUBTOTAL CORPORATE SECURITIES						250,000.00		238,144.22
FISCAL AGENT						182.42		182.42
MISCELLANEOUS CASH						3,500.00		3,500.00
TOTAL CUSTODY HOLDINGS						20,238,000.00		18,972,007.50
TOTAL POOLED CASH & INVESTMENTS						24,859,497.61		23,531,085.84

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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 11C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Kain Gallaughier, Captain

Subject: Crossing Guard Services with All City Management, Inc.

SUMMARY

The City of Los Alamitos has outsourced crossing guard services to All City Management Services, Inc. (ACMS) since FY 2016-2017. ACMS has successfully and effectively provided crossing-guard services since that time. The contract between the City and ACMS has exhausted all allowed extensions to date, and staff is supportive of continuing this relationship for crossing guard services. This item proposes entering a new agreement with ACMS for the contained provision of crossing guard services.

RECOMMENDATION

1. Authorize the City Manager to enter into the Crossing Guard Services Agreement between All Cities Management and the City of Los Alamitos for the term of July 1, 2023 through June 30, 2025; and,
2. Allocate an additional \$30,500 to the Police Department account 10-528-5260, for Crossing Guard Services.

BACKGROUND

All City Management Services, Inc., (ACMS) is the only nationwide company exclusively providing school crossing guard services. Their Corporate Office is in Santa Fe Springs, California, but they also have offices in Nevada, Texas, Kansas, and New York.

The primary focus of their business model is to assume responsibility for the task and challenges of privatizing and managing a successful crossing guard program. They have 30 years of experience and lead the crossing guard industry in the development of crossing guard standards for training, supervision, and safety.

ACMS assumes the responsibility for personnel and recruitment, background and security clearance, training, payroll, providing substitutes, supervision, handling of complaints, problem resolution, site safety inspections, and communicating with schools.

ACMS continuously conducts site safety inspections throughout the school year. ACMS will observe the crossing locations during the school year to provide them with a clear and accurate understanding of the traffic patterns and related safety concerns to complete a thorough assessment in order to make recommendations for changes to service levels when necessary.

The City has contracted with ACMS for crossing guard services for the past six years. Throughout this contract, ACMS has met and often exceeded the needs of the City. ACMS was always responsive to any of the City's questions and concerns. They have been adaptive and capable of making scheduling changes because of changing school schedules and crossing guard absences. The Police Department has not had to provide its own personnel for crossing guard services because of absences or shortages, which was a frequent problem prior to contacting with ACMS.

DISCUSSION

Since July 2018, the City of Los Alamitos has contracted with All City Management Services for the provision of crossing guard services. The program has provided the Los Alamitos Unified School District's students with safer routes to and from school. The cities of Los Alamitos, Seal Beach, and the community of Rossmoor have children who attend Los Alamitos School District grade schools and middle schools. The students and community have directly benefited from this program. All City Management Services have met or exceeded the expected level of service.

Like so many other businesses nationwide, ACMS has been impacted by labor market challenges. They have largely been forced to transition a significant number of employees from an older, primarily stable workforce to a younger, mobile workforce. This new segment of employees is more sensitive to current cost-of-living increases and is looking for higher wages and more hours. They often accept employment and work for a short period of time, then abruptly leave when they find higher pay.

In order to create and maintain a stable working environment that can meet the needs of its customers, ACMS has increased its hourly billing wage for the upcoming 2023-2024 fiscal year. A cover letter and Client Worksheet have been provided to detail these new rates.

The Police Department solicited and received multiple bids for crossing guard services. Throughout this process, ACMS was significantly more responsive than other bidders. It was evident that ACMS was most knowledgeable of our city's needs and offered the most comprehensive and professional service. Two other companies submitted bids for contracting crossing guard services. One company was significantly more expensive than ACMS. The other company was slightly less expensive; however, they were not responsive during the bidding process and did not seem to understand the needs of the City.

FISCAL IMPACT

The adopted budget for FY 2023-2024 includes \$108,302 for crossing guard services. The proposed annual cost for ACMS crossing guard services for FY 2023-2024 is \$138,801.60. This is a \$30,500 increase in funding for these services, as outlined above. An additional allocation of \$30,500 to account 10-528-5260, is being requested to adjust for this inflation.

Attachment: 1. Services Agreement - All City Management
 2. Billing Rate 2023/24

CROSSING GUARD SERVICES AGREEMENT

All City Management Services, Inc.

THIS CROSSING GUARD SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective July 1, 2023 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and All City Management Services, inc., a California corporation, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

- A. City has determined that it requires a qualified contractor to provide crossing guard services.
- B. Contractor has submitted to City a written proposal to provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks.
- C. Contractor 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 retain Contractor to provide such crossing guard services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor agrees to provide and perform crossing guard services to City as described and set forth in the Scope of Services (inclusive of Schedule of Fees), which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter collectively referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by contractors in the same or similar discipline in the State of California. Contractor represents and warrants that it is skilled in the contract services discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to

satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 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.

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

1.4 Licenses and Permits. Prior to performing any Services, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Services. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Services. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the 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 Services.

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Contractor shall be compensated for the Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an annual amount not to exceed One Hundred Thirty Eight Thousand Eight Hundred and One Dollars and Sixty Cents (\$138,801.60). The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of one year, ending on June 30, 2024, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF SERVICES

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

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

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

4.4 Independent Contractor.

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

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

4.4.3 No City benefits shall be available to Contractor, its officers, employees,

representatives, agents, subconsultants or subcontractors in connection with the performance of any Services. Except for professional fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Services. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

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

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

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

5.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been

submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

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

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

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

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

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

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

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

5.6 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting

each of the insurance policies required by this section. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subconsultants,

subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

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

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

7. REPORTS AND RECORDS

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

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

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

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services shall not be

released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

8.6 Termination for Default of Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor shall have ten (10)

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and

employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality. Information obtained by Contractor in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Contractor 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 Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that Contractor 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 Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor'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 Contractor. However, Contractor 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 Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Contractor shall not be obligated to indemnify City under any settlement made without Contractor'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 Contractor's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, 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 – All City Management Services.

To City:

Kain Gallagher, Captain
Los Alamitos Police Department
3201 Katella Ave.
Los Alamitos, CA 90720
kgallagher@cityoflosalamitos.org

With copy to:

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

To Contractor:

All City Management Services
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Telephone: (310) 202-8284
Fax: (800) 430-1059
Email address: _____

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

10.0 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: _____

Tanya Doby

Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____

Michael S. Daudt

City Attorney

By: _____

Windmera Quintanar, MMC

City Clerk

“Contractor”

All City Management Services, Inc.

By: _____

Name

Title

By: _____

Name

Title

EXHIBIT “A”

SCOPE OF SERVICES

Inclusive of

Client Worksheet 2023-2024

1. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background check and confirm employment eligibility through E-Verify on all prospective personnel. Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
2. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all terms of this Agreement.
3. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
4. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
5. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the State of California.
6. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the State of California are to be performed pertaining to general pedestrian safety in school crossing areas.
7. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which school is in session in the City of Los Alamitos. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
8. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

9. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty Dollars and Twenty-four Cents (**\$30.24**) per hour, per Crossing Guard during the term. Based on a minimum of seven (7) sites and upon a projected (4,590) hours of service the cost shall not exceed One Hundred Thirty-eight Thousand, Eight Hundred and Two Dollars (\$138,802.00) per year.



ALL CITY MANAGEMENT SERVICES

May 15, 2023

Kain Gallagher, Captain
City of Los Alamitos
3201 Katella Ave.
Los Alamitos, CA 90720

Dear Captain Gallagher,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2023-2024 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our post-COVID workforce was decimated and since then we have struggled to maintain a sufficient workforce. In many cases we've transitioned a significant number of employees from an older, primarily stable workforce to a younger mobile workforce. This new segment of our employees are more sensitive to current cost-of-living increases and are looking for higher wages and more hours. They often accept our position and work for days, sometimes weeks and if we're lucky months then abruptly leave when they find higher pay.

For these reasons, as well as cost increases in most segments of our business, we must appeal for an increase in our hourly billing wage for the upcoming 2023-2024 fiscal year. To facilitate the calculation of the 2023-2024 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
General Manager

10440 Pioneer Blvd Suite 5 • Santa Fe Springs, Ca 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325

All City Management Services Inc.

Client Worksheet 2023 - 2024

Department: 705

Billing Rate for 2023 - 2024: \$ 30.24

City of Los Alamitos
3201 Katella Ave.
Los Alamitos, CA 90720

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		7		180		\$30.24	=	\$38,102.40
2 Sites at	3.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		6		180		\$30.24	=	\$32,659.20
2 Sites at	3.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		8		144		\$30.24	=	\$34,836.48
2 Sites at	4.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		10		36		\$30.24	=	\$10,886.40
Sites at	5.00 hrs early release	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		4		144		\$30.24	=	\$17,418.24
1 Sites at	4.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		4.5		36		\$30.24	=	\$4,898.88
Sites at	4.50 hrs early release	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS 4,590.00 **TOTAL ANNUAL PROJECTED COST** \$138,801.60

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 11D

To: Mayor Tanya Doby & Members of the City Council

Presented By: Kain Gallagher, Captain

Subject: Approval of the Request for Proposals (RFP) 2023-06 and Authorization to Bid for an Armored Rescue and Response Vehicle

SUMMARY

This item facilitates the solicitation of bids for the purchase of an armored rescue and response vehicle.

RECOMMENDATION

1. Approve the Request for Proposals (RFP) 2023-06 Armored Rescue and Response vehicle; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The Los Alamitos, Seal Beach, Cypress, Westminster, and Fountain Valley Police Departments work together to sustain the highly trained West County SWAT Team to respond to all high-risk critical call-outs that occur within these cities. In order for the team to effectively carry out its mission to protect the citizens and critical infrastructure of the region, it must have sufficient equipment to do the job. At this time, however, it lacks access to adequate response vehicles capable of meeting its needs for responding to significant or catastrophic incidents or protecting the team and civilians from ballistic attacks. Though our officers have the training and experience to protect against, mitigate the effects of, respond to, and recover from these incidents, they lack suitable equipment to sustain their capabilities to do so.

DISCUSSION

RFP 2023-06 is intended to solicit bids to purchase an armored rescue and response vehicle. In March 2023, the Los Alamitos Police Department was awarded a grant for an armored rescue and response vehicle that will play a pivotal role in serving and protecting our community. This vehicle represents a significant step forward in the department's mission to improve safety for both its dedicated officers and the citizens they are sworn to safeguard.

The Police Department's commitment to regional assets and collaboration is unwavering, and this rescue and response vehicle will serve as a symbol of our dedication to enhancing regional collaboration and response capabilities. As a participating agency on the West Orange County SWAT team, this vehicle will strengthen our cooperative efforts and ensure a more effective and coordinated response to any emergency situation.

Protecting life is the Police Department's highest priority, and this armored vehicle will enable us to do just that more effectively. In times of crisis, it will significantly enhance the department's existing capabilities and the capabilities of the West County SWAT team, enabling them to respond swiftly and decisively to high-risk situations.

The Police Department remains committed to utilizing this asset responsibly and transparently for the benefit of our community. Not only will this vehicle enhance the capabilities of our department, but it can be displayed at community events to help foster relationships between the Police Department and the community. Together, we will continue to work towards a safer and more secure future for all. Although the vehicle will be a regional asset, it will be stored and maintained by the Los Alamitos Police Department, and our department will maintain first right to its use.

The grant awarded to the Police Department is from the Urban Area Security Initiative (UASI). This grant will cover the cost of the vehicle and any cost associated with its delivery. The awarded bidder will be required to enter a performance bond. The City will make initial payment for the vehicle upon entering the performance bond. Once payment has been made, UASI will reimburse the City for the total cost paid. This reimbursement will typically occur within 60 days of the City paying the performance bond. The City should not be responsible for any further cost related to the purchase of the vehicle or its delivery.

FISCAL IMPACT

The grant awarded to the City for the purchase of this armored rescue and response vehicle will require the City to initially pay for the vehicle when entering a performance bond. The expected cost of the vehicle is approximately \$360,000; however, the total cost will be submitted to the state and reimbursed per the grant terms.

Attachment: 1. Armored Vehicle RFP (Final)

CITY OF LOS ALAMITOS



**Request for Proposal (RFP) 2023-06
ARMORED POLICE VEHICLE**

FOR

Los Alamitos Police Department (West County SWAT)

Attn: Kain Gallagher
Captain of Administrative Services and Investigations
3201 Katella Avenue
Los Alamitos, California 90720
(562) 431-2255, Extension 420
(562) 431-6499 Fax
Email: kgallagher@cityoflosalamitos.org

DATED: September 1, 2023

Deadline/Bid Opening Date:
Must be received by 11:00 am
November 16, 2023

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

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

TABLE OF CONTENTS

**ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION

NOTICE INVITING SEALED PROPOSALS.....	A
PROPOSAL RESPONSE REQUIREMENTS.....	B
BACKGROUND.....	C
PROPOSAL SCHEDULE.....	D
PRODUCT SPECS.....	E
FEDERAL REGULATIONS.....	F

SECTION A
NOTICE INVITING SEALED BIDS

ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos

**NOTICE INVITING PROPOSALS
CITY OF LOS ALAMITOS
Police Department**



NOTICE OF REQUEST FOR PROPOSALS 2023-06

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, 2023** (the “Submittal Deadline”), as follows:

ARMORED POLICE VEHICLE

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 ARMORED POLICE VEHICLE. DO NOT OPEN WITH REGULAR MAIL.”**

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.

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

SECTION B
PROPOSAL RESPONSE REQUIREMENTS

ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION I - PROPOSAL RESPONSE REQUIREMENTS

1.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit bids for the acquisition of one (1) Armored Police Vehicle.

It is imperative that all Proposers 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 providing a complete and clear description of the offer. The proposal should be concise and be able to properly convey all information.

1.2 INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

Proposers shall submit one "original" proposal bearing wet signatures, two (2) bound copies, and one (1) Microsoft Word digital version of the proposal in a sealed envelope and submitted to the following address:

**City of Los Alamitos
Attn: City Clerk
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 RFP. 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

2.1 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 the Armored Police Vehicle to the City of Los Alamitos.

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

2.2 COMPANY DATA

Please submit the following information:

- a) Official firm name and address
- b) Name, address, telephone number, and email address of the Proposer's point of contact
- c) 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
- d) Federal Employer I.D. Number
- e) The address, telephone numbers, and fax numbers of each of your firm's locations
- f) A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual
- g) Number of years Proposer has been in business under the present business name
- h) All comparable contracts currently in effect
- i) Please describe areas of specialization provided by the Proposer
- j) Any failures or refusals to complete a contract and explanation
- k) Financial interests in other lines of business
- l) Known conflicts of interest

2.3 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 Transmittal,
- b) The firm's approach to delivering the Armored Police Vehicle,
- 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) Three references to include: name, address, and phone number of the organization, length of time services were provided, and a description of the goods and/or services provided.
- f) Cost Proposal,
- g) Any other information which should be considered, such as any special services or customer service philosophy, which define your firm's practices.

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

Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos

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. Responses to this Request for Proposal become the property of the City.

SECTION III - GENERAL CONDITIONS

3.1 SCOPE OF SERVICES

The City of Los Alamitos is soliciting Request for Proposals (RFP) from qualified vendors for one (1) Armored Police Vehicle.

3.2 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 .

- a) **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.
- b) **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 and 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.
- c) **Financial Statement:** Most recent and complete financial statement of firm's current assets, liabilities, and net worth.
- d) **Credit References:** A minimum of five (5) credit or financial references giving names, street addresses, and telephone numbers in each instance.
- e) **Work History:** In addition to **Client References**, list all Contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses, and telephone numbers in each instance.

3.3 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

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

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.

3.4 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.

3.5 SELECTION AND AWARD OF PROPOSAL

Award will be made to the Proposers offering the most advantageous Proposals after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the City. The Committee will evaluate all responsive 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 the order of importance. Weight factors and evaluation scores will not be released until after award of contract. 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.

The following criteria will be used in evaluating the proposals:

- a) Approach and work plan (services provided by the vendor to include preventive maintenance; remedial repairs; repairs necessitated by accident, abuse, and vandalism; mobile service; tire service; and other related services required to assure the effective and economical operation of the City's investment) to achieve specified City objectives.
- b) Qualifications and experience of the project manager and other key individuals.
- c) Results of reference checks. Reference checks will only be conducted for a short list of vendors or the top-rated proposer.
- d) Clarity of proposal.
- e) Pricing.

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

Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos

requirements. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers

The City may elect to interview a short list of qualified vendors or to interview only the top-rated proposer based upon the proposals received.

The City staff will negotiate an agreement with the best-qualified vendor for the Armored Police Vehicle. Should the City staff be unable to negotiate a satisfactory agreement with the vendor considered to be the most qualified, negotiations with that vendor shall be formally terminated. Negotiations will then be undertaken with the next most qualified vendor. Failing accord with the second most qualified vendor, the City staff will terminate negotiations and continue the negotiation process with the next most qualified vendors in order of their evaluation ranking until an agreement is reached and a vendor is selected, and an agreement is executed.

The agreement shall be in a form approved by the City Attorney and will include the following terms and conditions:

1. Insurance Requirements

Types of Required Coverages. Contractor shall maintain in full force and effect during the term of this Agreement the following insurance policies:

- a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$5,000,000 for each occurrence, and if written with an aggregate, the aggregate shall be double the each occurrence limit.
- b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Code 1) with minimum limits of \$1,000,000 each accident.
- c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

2. Indemnification

The Contractor shall defend, indemnify and hold harmless the City, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by City, arising from errors and omissions of Contractor, its officers, employees and agents, or arising out of or related to Contractor's performance under this Agreement, except for such loss as may be caused by City's sole negligence.

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

The Contractor shall also defend, indemnify and hold the City harmless from any claims or liability for City health and welfare, retirement benefits, or any other benefits of part-time or fulltime City employment sought by Contractor's officers, employees, or independent contractors, whether legal action, administrative proceeding or pursuant to State statute.

Additional information related to the proposer selection process will be made available in the future once the City has executed this agreement. Please refrain from making any verbal inquiries or requests for a formal debriefing related to the subject RFP until the City completes the ongoing process.

3.6 CANCELLATION OF SOLICITATION

The City may cancel this solicitation at any time for any reason whatsoever.

3.7 COMPLIANCE WITH LAWS

All Proposals shall comply with current federal, state, and other laws relative thereto.

3.8 FEMA U.S. DEPARTMENT OF HOMELAND SECURITY GRANT – FEDERAL REGULATIONS

Federal funding for this procurement has been received in part or in whole from the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security. All aspects of this purchase will be subject to FEMA - U.S. Department of Homeland Security Grant Program requirements, as set forth in attached "Exhibit G – Federal Regulations," which will be incorporated by reference into any purchase order issued pursuant to this RFP.

Fraud and False or Fraudulent or Related Acts:

Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this procurement.

No Obligation by Federal Government:

The Federal Government is not a party to any contract or purchase order resulting from this procurement and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract or purchase order.

3.9 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.

3.10 PERFORMANCE BOND

The selected vendor must obtain a performance bond for 100 percent of the amount of any purchase order issued pursuant to this RFP within 15 days after receipt of the order. Selected vendor to submit a proposed sample of the performance bond to be approved by the City in its sole discretion.

3.11 DISQUALIFICATION OF PROPOSER

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.

3.12 INTERPRETATION OF RFP 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 terms 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 the 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 Captain K. Gallagher, Los Alamitos Police Department, 3201 Katella Avenue, Los Alamitos, CA 90720, at least ten (10) days before the Submittal Deadline. The requesting party is responsible for the prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP and, when issued, will be sent as promptly as is practical to all parties recorded by the City as having received the RFP. All such addenda shall become a part of the RFP. 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 copy of the RFP is responsible for advising the City that they wish to receive subsequent addenda.

3.13 IRREGULARITIES

City reserves the right to waive non-material irregularities if such would be in the best interest of the City.

3.14 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 the procurement of goods and/or services.

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

3.15 NO OBLIGATION

The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

3.16 OFFERS OF MORE THAN ONE PRICE

Proposers are NOT allowed to submit more than one Proposal or alternative pricing options for one armored police vehicle.

3.17 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.

3.18 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.

3.19 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.

3.20 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.

3.21 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

*Request For Proposal 2023-06
PURCHASE OF ARMORED POLICE VEHICLE
City of Los Alamitos*

- f. Client project manager's name and telephone number.

3.22 WITHDRAWAL OF PROPOSAL

Proposers' authorized representative may withdraw their proposals only by written request received by Captain Gallagher before the Submittal Deadline.

3.23 FILING A PROTEST

Proposers may file a protest to an RFP with the City Clerk. In order for a Proposer's protest to be considered valid, the protest must:

- Be filed in writing within five (5) business days after the proposal is awarded or before 4:00 p.m. of the 5th business day following the posting of a Notice of Intent to Award Contract on the City's website;
- Clearly identify the specific irregularity or accusation;
- Clearly identify the specific City staff determination or recommendation being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- Include all relevant, supporting documentation with the protest at time of filing

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's Purchasing Officer, or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Officer will provide a written decision to the protestor within ten (10) business days from the receipt of the protest. The decision of the Purchasing Officer, or his/her designee, is final and no further appeals will be considered.

3.24 DELIVERY

Proposer must perform a complete pre-delivery service prior to delivery of equipment. All units are F.O.B., Los Alamitos Police Department.

3.25 INSPECTION AND ACCEPTANCE

When the selected vendor delivers the Armored Police Vehicle to the Los Alamitos Police Department, the City shall make the final inspection and acceptance. Until that acceptance is complete, insurance coverage shall remain the responsibility of the vendor. If, upon initial inspection or during the warranty term, the vehicle(s) is found to be defective in its construction or deficient in any of the requirements of these specifications, the vendor shall remedy or remove and replace the vehicle equipment in an acceptable manner and no compensation shall be allowed for such correction for either material, labor or transportation of material and/or repair.

**SECTION C
BACKGROUND**

**ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.1 BACKGROUND

The Los Alamitos Police Department participates on the West Orange County SWAT team, a regional SWAT team comprised of members from the Los Alamitos, Seal Beach, Cypress, Westminster, and Fountain Valley Police Departments. In order for the team to effectively carry out its mission to protect the citizens and critical infrastructure of the region, it must have sufficient equipment to do the job.

The City of Los Alamitos is in need of an Armored Police Vehicle to enhance the regional collaboration and response capabilities of the West Orange County SWAT team to significant incidents, active shooter incidents, Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE), and natural disasters. This vehicle will provide a safe working environment for regional law enforcement during high-risk situations, allowing teams to deploy directly in hot zones to respond to ongoing emergencies.

The City of Los Alamitos is soliciting Request for Proposals (RFP) from qualified vendors for one (1) Armored Police Vehicle meeting the product specifications listed herein.

**SECTION D
PROPOSAL SCHEDULE**

**ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL SCHEDULE

**ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

DESCRIPTION OF EQUIPMENT	COST PER UNIT
Armored Police Vehicle comparably equipped with specifications contained herein	
Vehicle 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 E
ARMORED POLICE VEHICLE SPECIFICATIONS

ARMORED POLICE VEHICLE
REQUEST FOR PROPOSAL (RFP) 2023-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

		Equipped	
		Yes	No
1. Vehicle Chassis:			
1.1	Base OEM vehicle shall be a NEW or unused		
1.2	Ten (10) speed or greater HD Automatic Transmission with Select-Shift		
1.3	Power brakes w/4 wheel anti-lock		
1.4	Wheelbase: Maximum length of 132 inches, Minimum Length of 126 inches. (Must include a drawing that verifies wheelbase length). -OEM disclaimers are irrelevant		
1.5	Crew area floor height distance to ground maximum 40 inches		
2. Vehicle interior:		Yes	No
2.1	Tilt Steering Wheel		
2.2	Two (2) Front Seats with Heavy Duty Fabric (Driver Seat Armrest)		
2.3	Minimum of Fourteen (14) USB charging ports		
2.4	In-dash OEM AM/FM Radio		
2.5	OEM AC/Heat for the front drivers' area		
2.6	Cup Holders in front and rear		
2.7	Front and Rear HD Floor Mats		
2.8	Heavy Duty Tie Down/Tie off Points in the Interior		
2.9	Minimum of a Five (5) lb. Fire Extinguisher on Board		
2.10	Eight (8) Interior Red & White Dome Lights for rear passenger area and cab area		
2.11	Custom-made Console – must contain amenities for future installation of Police Radios		
2.12	Three (3) position observation stand. (Must provide video of observation stand, in operation and set at each of the three (3) positions		
2.13	Seating for 12-14 people (2) front and (10-12) rear with rear bench seats, bench seat minimum length 72 inches per side (must provide drawing to verify length)		
3. Vehicle Body:		Yes	No
3.1	Total of Six (6) doors (to include two rear 50-50 split rear barn doors)		
3.2	Forward Opening Two (2) Front Doors and two (2) side doors with auto hold out and foot tap release (Must include video demonstration of auto hold out system and foot tap release in operation)		
3.3	Double Rear Doors that can be locked open at 180 degrees or 90 degrees		
3.4	Heavy Duty Battle Bolts/door locking system on all Doors, including Rear Double Doors		
3.5	Emergency Exit Door-lock Override		
3.6	Multiple Tow/Pull Points on Front and Rear		
3.7	Non-Slip Surface Grip Tape on the Roof		
3.8	Exterior Grab Handles on Roof, Front to Rear		
3.9	Exterior Grab Handles on Side Walls the full length of the vehicle		
3.10	Running Boards must be Military Specifications armor plate, Side and Rear minimum 11 inches deep		
3.11	Side Running Boards with Weight Capacity of 3,000 lbs. individually (engineering documentation supporting weight capacity mandatory)		
3.12	Rear Running Boards with Weight Capacity of 2,500 lbs. individually (engineering documentation supporting weight capacity mandatory)		
3.13	Bolt-On Running Boards are prohibited		
3.14	Heavy Duty LED Headlights		
3.15	Brush/Debris Protection over Headlight Area (does not have to be ballistic protection)		
4. Vehicle Performance		Yes	No
4.1	Armored Vehicle Aberdeen Performance Tested or U.S. equivalent with minimum 36.8-degree side slope (must provide documentation, test results must be within the last 20 years)		
4.2	Armored Vehicle Aberdeen Brake Performance Testing or U.S. Equivalent (must provide documentation, results no older than 20 years)		
4.3	Paved Surface Requirements 20 mph stopping distance maximum 27.5 feet 40 mph stopping distance maximum 97.5 feet 60 mph stopping distance maximum 230.5 feet		

4.4	Secondary Road requirements 20 mph stopping distance maximum 27.5 feet 30 mph stopping distance maximum 51.5 feet 35 mph stopping distance maximum 83.5 feet		
5. Vehicle Ballistics		Yes	No
5.1	<u>Ballistic Protection</u> 5.1.1 US Government Ballistic Certification for Armor Plate used in vehicle construction. 5.1.2 0.50 Caliber M2 Defeat Capability to include all vertical panels, including front fenders around the engine compartment 5.1.3 0.5 inch thick Military Specifications Steel Vertical Panels 5.1.4 Multi-Layer Armor Systems with Tubular Framing are NOT permitted. 5.1.5 Defeats 10 Rounds 0.50 Cal M2 (3rd party test lab verification document required) 5.1.6 One-Piece Single Layer 0.5-inch Military Specifications Steel Side Walls extending from front to rear corner. (Must include photo of one-piece sidewall).		
5.2	<u>All Windows Exceed NIJ IV, Defeat 0.50 Caliber M2 and 0.30 Caliber AP</u> 5.2.1 Ballistic Windows 2.5" Maximum Thickness. 5.2.2 Must provide ballistic test lab evidence for transparent armor to defeat (1) 20 mm FSP Artillery Round. 5.2.3 Must provide ballistic test lab evidence for transparent armor to defeat (3) rounds on 120 mm triangle of 7.62 x 51-mm, 150-grain M61 AP		
5.3	<u>Two (2) Piece Front Windshield minimum; (1) Piece Windshields not permitted.</u> 5.3.1 All Doors, All Windows Overlapped with 0.5-inch-thick Military Specifications Steel. 5.3.2 Crew Area minimum of (4) Ballistic Windows on side walls, minimum size 10" by 24" (must provide drawings validating rear window dimensions)		
5.4	Armor may not exceed 534 Brinell Hardness		
5.5	Blast Resistant Floor Material, Military Specifications Steel 0.25 inch minimum		
5.6	Fully Armored Hood Traditional Opening Hood with safety rod		
5.7	Roof Hatch must open and close with one hand; must be counterbalanced (must include video demonstration)		
5.8	Thirteen (13) Total Gun ports (11) minimum must be Seven inches (7") Vertical for Rifle Optics, gun ports must be 0.5 inches thick made of Military Specifications 46100; 0.25-inch thick gun ports are not permitted		
5.9	Floor and Fuel Tank minimum 0.25 inch Military Specifications steel		
6. Emergency Lighting and Siren Equipment		Yes	No
6.1	Emergency Lighting 6.1.1 Two (2) Forward Facing LED Lights, red and blue in the front bumper area 6.1.2 Two (2) Rear-facing Amber and blue 6.1.3 Wig Wag Headlights Front 6.1.4 Alternating Lights Rear		
6.2	Stealth switch to disable brake lights and backup lights		
6.3	200 Watt Siren with PA with Speakers behind bumper wall, not exposed to potential damage in a ramming event		
7. Additional Equipment		Yes	No
7.1	V8 Diesel 6.7 Liter or greater		
7.2	Four (4) Wheel Super Single tires with field serviceable run flats and off-road suspension upgrade		
7.3	Total of Six (6) doors (to include two rear 50-50 split rear barn doors)		
7.4	Electric Power Mirrors		
7.5	360 Camera System to include (4) exterior cameras: (1) Left, (1) Right and (1) rear. 7" Monitor to include DVR capabilities. Left Camera, right camera, and rear camera are to be wired so camera views activate during left signaling, right signaling, and braking. All four views can be selected at the monitor		
7.6	Radio Prep Package to include police antenna mounted to roof and wired into console		
7.7	Rear A/C – Heating system to include ceiling-mounted Evaporator and Heater Core along with an add on engine driven compressor and standalone condenser		

7.8	Hydraulic Adjustable Ram Bar 2-piece, minimum length 148.25 inches and fully extended minimum height 133 inches (Must include drawing showing system with dimensions verifying it meets minimum requirements. Video of system ramming through cement block wall also mandatory). (Electric Powered Ram Bars Prohibited)		
7.9	Break and Rake Hydraulic Ram Bar Attachment		
7.10	Door Pivoting Ram Head Hydraulic Ram Bar Attachment		
7.11	Lighting and scene lighting package to include (8) lights above the front windshield, (2) lights mounted Driver Side, and (2) lights mounted on the passenger side along with (2) scene lights mounted Driver side and (2) scene lights mounted passenger side. Visor lights and Scene lights are to be switched individually at the main switch panel		
7.12	Two (2) Roof Mounted LED Spotlight with internal controls		
7.13	High-Intensity Driving Lights in the front bumper		
2.14	Fender Intersection Lights		
2.15	Two (2) Roof Mounted Ally Lights (1) Driver Side (1) Passenger Side Mounted		
2.106	Take Down Light (Bumper Mounted)		
2.17	AC DC Power Inverter with up to 2,000 Watts of Internal Power available and a trickle charge feature with auto eject		
2.18	Police Style Cupola with Glass and Barn Doors and Mechanical Hand Crank Rotating System		
2.19	Armor system to protect oil pan, must be removable and have access panel for oil filter		
2.20	Two (2) Rear Crew Area Electric Fans		
2.21	Two Way intercom system with Push to talk and volume control on the master station		
2.22	Six (6) Weapon Mounts located at Driver Side and Passenger Side Front Seats, (1) at each Jump Seat Location, and (2) at the Passenger Side Rear Wall Location		
2.23	LRAD Wiring Kit for Plug and Play use of LRAD		
2.24	LRAD Roof Rail Mount		
2.25	Total of (4) Ford Ignition Keys		
2.26	Bedrock Paint on Exterior of Vehicle to include secondary Side Doors, Side Walls, and Door Thresholds		
2.27	Instrument Blackout Panel		
2.28	Paint must be Lusterless Urban green		
2.29	All Lighting to be California Mandated Solid Burn Red and Blue-Front, Amber, and Blue- Rear		
2.30	Warranty/Insurance: 2.30.1 Minimum three years Bumper to Bumper Limited Warranty on Chassis 2.30.2 Minimum three years Manufacturer's Parts Warranty		
2.31	Chassis and Body must be of U.S. origin to provide U.S. warranty at OEM for 3 years or 36,000 miles.		

SECTION F FEDERAL REGULATIONS

ARMORED POLICE VEHICLE REQUEST FOR PROPOSAL (RFP) 2023-06 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

a. Federal Regulations – Recipient must comply with the government cost principles, uniform administrative requirements and audit requirements for federal grant program housed within Title 2, Part 200 of the Code of Federal Regulations.

b. Debarment and Suspension – As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 200, Recipient must provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

c. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by CITY, the grant agency and/or their duly authorized representatives for a period of three (3) years from the date of submission of the final expenditure report by the City of Anaheim. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, Recipient shall preserve and maintain all documents, papers and records relevant to the services provided in accordance with this Agreement, including the Attachments hereto. For the same time period, Recipient shall make said documents, papers and records available to City and the agency from which City received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of Recipient, upon request during usual working hours.

d. Recipient shall provide to City all records and information requested by City for inclusion in quarterly reports and such other reports or records as City may be required to provide to the agency from which City received grant funds or other persons or agencies.

e. Section 504 of the Rehabilitation Act of 1973 (Handicapped) - All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The Recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its contractors, subcontractors, assignees or successors.

f. Americans with Disabilities Act of 1990 - (ADA) Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

g. Political Activity - None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to

further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

h. No Lobbying- Recipient will comply with all applicable lobbying prohibitions and laws, including those found in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, et seq.), and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

i. Non-Discrimination and Equal Opportunity - Recipient will comply, and all its contractors (or subrecipients) will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of 1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Recipient makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Recipient will forward a copy of the findings to CITY which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice. If applicable, recipient will comply with the equal opportunity clause in 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375.

j. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

k. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

l. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Copeland "Anti-Kickback" Act (30 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

m. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

n. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

o. Recipient will comply, and all its contractors (or subrecipients) will comply, with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as applicable.

p. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable.

q. Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

r. Recipient agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401 and any other implementing regulations, as applicable.

s. Recipient may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA) and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

(1) the copyright in any work developed through this Agreement; and

(2) any rights of copyright to which the subcontractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

t. Pursuant to Equal Employment Opportunity requirements of 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375, as to any construction contract thereunder, if applicable, during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 11E

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid for Concrete Remediation (CIP 22/23-08)

SUMMARY

This item recommends awarding a two-year contract to Southern California Precision Cutting Inc. to conduct a citywide sidewalk assessment and provide “On-Call” remediation services of sidewalk trip hazards with a lift of one-quarter inch to two inches in an amount not to exceed \$200,000.

RECOMMENDATION

1. Award of the bid for the on-call sidewalk assessment and remediation of concrete sidewalk trip hazards (CIP 22/23-08) in the amount not to exceed \$200,000 for two years to Southern California Precision Cutting Inc.; and,
2. Authorize the Mayor to execute the contract with Southern California Precision Cutting Inc. for the project.

BACKGROUND

Los Alamitos has increasingly encountered issues with altered concrete sidewalks over the years. Altered sidewalks have been addressed in a variety of ways, including asphalt ramping, concrete shaving/grinding, and complete removal and replacement (R&R). As a result of the financial challenges faced in previous years, the City has not kept up with city-wide maintenance for concrete remediation. This has inadvertently affected the level of safety provided for the community. While staff has done grinding and removal & replacement (R&R) of sidewalk panels to address immediate trip hazards from time to time, there remain several locations that cannot be attended to in a timely fashion. The assistance of a vendor to conduct a city-wide assessment of damaged concrete and remediate sidewalk lifts from one-quarter inch to two inches by way of concrete shaving will provide a timely citywide approach to repairing most sidewalk lifts. Sidewalk lifts exceeding two inches will be set aside for future R&R repairs.

DISCUSSION

On June 20, 2023, the City Council authorized staff to solicit bids for concrete remediation (CIP 22/23-08). The scope of the work includes conducting a citywide assessment of the sidewalks for trip hazards and to shave concrete sidewalk trip hazards of lifts that are one-quarter inch to two inches.

Project Bid Results

Notice announcing the solicitation of bids for this project was posted in BidNet, a digital bidding portal, and published twice at Event News-Enterprise, a local publication. Bids for the project were publicly opened on August 31, 2023 at 11:00 a.m.. One bid was received. The single bidder was Southern California Precision Cutting Inc. (PCC). PCC has provided sidewalk assessment and concrete shaving to several cities in Southern California. The City's specification required concrete shaving instead of grinding to avoid micro-cracks and or weakening of the sidewalk concrete panel. PCC specializes on concrete shaving.

The following represents an approximate timeline for the project for the first year of the on-call service, which consists of the sidewalk assessment and remediation of concrete sidewalk.

- 10/23/23 Award of Contract
- 11/20/23 Start of Assessment
- 12/18/23 Start of Concrete Remediation
- 02/18/24 End of Concrete Remediation

Assessment & On-Call Sidewalk Remediation

The bid specifications called for a bid alternative for sidewalk assessment. The sidewalk assessment is needed to identify sidewalk trip hazards citywide. The cost for the sidewalk assessment was based on the bid unit cost of \$525 per mile. The sidewalk assessment will identify the total locations of sidewalk lifts and severity of each lift citywide. This will help the City budget and plan for an overall trip hazard removal program for the next two years.

The recommendation is for on-call agreement for two years for a not to exceed amount of \$200,000. The cost per trip hazard location will vary depending on the average height of the sidewalk lift and width of the sidewalk. The bid unit price for shaving per inch foot is at \$38.50.

FISCAL IMPACT

The project cost for two years is not to exceed \$200,000. This budget consists of citywide sidewalk assessment and sidewalk remediation. Funding for the project will be from the General Fund.

Attachment: 1. Articles of Agreement- Concrete Remediation

ARTICLES OF AGREEMENT

ON-CALL SERVICES FOR CONCRETE REMEDIATION

CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS ON-CALL SERVICES FOR CONCRETE REMEDIATION CIP NO. 22/2308 AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 23rd day of October 2023, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and SOUTHERN CALIFORNIA PRECISION CUTTING INC., a corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the ON-CALL SERVICES FOR CONCRETE REMEDIATION CIP NO. 22/23-08 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 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 Two Hundred Thousand Dollars (\$200,000) 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 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: RON NODA
CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

CONTRACTOR: RONALD DURNA JR.
SOUTHERN CALIFORNIA PRECISION
CUTTING INC.

13089 Peyton Drive #C235
Chino Hills, CA 91709

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 13th day of September 2023

CONTRACTOR: SOUTHERN CALIFORNIA PRECISION CUTTING INC.

Ronald Durna Jr., President
License No. 925449

Subscribed and sworn to this _____ day of _____, 2023.

NOTARY PUBLIC _____ (SEAL)

AGENCY:	_____	
	Tanya Doby, Mayor	Date
	City of Los Alamitos	
ATTESTED:	_____	_____
	Windmera Quintanar, MMC, City Clerk	Date
	City of Los Alamitos	
APPROVED AS TO FORM:	_____	_____
	Michael S. Daudt, City Attorney	Date
	City of Los Alamitos	

(EXECUTE IN DUPLICATE)

ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Southern California Precision Cutting Inc. as CONTRACTOR, a contract for the above-stated project; and

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.

Contractor Ronald Durna Jr., President
Southern California Precision Cutting Inc.
13089 Peyton Dr. #C235
Chino Hills, CA 91709
(909) 539-7740

*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.

NOTARY PUBLIC.....
(SEAL)
 (EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS That Southern California Precision Cutting Inc., hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and , a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of [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: ON-CALL SERVICES FOR CONCRETE REMEDIATIONCIP NO. 22/23-___ 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 _____, 2023

Contractor* Ronald Durna Jr., President
Southern California Precision Cutting
13089 Peyton Dr. #C235
Chino Hills, CA 91709
(909) 539-7740

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 _____, 2023

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: _____ Southern California Precision Cutting Inc. .
(Contractor)

By:
(Signature)

Ronald Durna Jr.

President

Attest:

By:
(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 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 t h e r e o n :

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
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in 5.4 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: Southern California Precision Cutting Inc.,

MAILING ADDRESS: 13089 Peyton Dr. #C235
Chino Hills, CA 91709

.....
AUTHORIZED SIGNATURE:

TITLE: Ronald Durna Jr., President

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
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: 925449

License Expiration Date: 12/31/2024

Authorized Signature: _____

Date: _____

SECTION E
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS
ON-CALL SERVICES FOR CONCRETE REMEDIATION
CIP NO. 22/23-08
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2021 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 800 per the SSPWC.

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC.

0-3 AMENDMENTS AND MODIFICATIONS

The following sections of the SSPWC are amended as provided herein. In the event of any inconsistencies between the amendments outlined herein and the SSPWC, these amendments shall control.

1-2 TERMS AND DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

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

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

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.

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.

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.

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

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

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

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:

Services shall include sidewalk assessment and remediation of concrete sidewalk trip hazards from ¼" and up to 2" at surveyed/pre-designated work areas within the Agency. Remediation services must remove trip hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving zero point of differential between concrete slabs. Any panels inspected and deemed not to be at a zero point of differential by Agency shall be repaired to the required specifications at no additional cost to Agency.

Remediation services shall not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or any other objects adjacent to sidewalks. Contractor must repair each sidewalk trip hazard without damage or visible marking to adjacent slabs or curbs.

Damage to irrigation sprinklers and piping of any property shall be repaired by Contractor within 48 hours. Damage to lawn areas of any property shall be repaired by Contractor within a reasonable time as approved by the Contract Officer. Damage to buildings, fences, block walls, or existing concrete areas as a result of the work shall be repaired by Contractor within ten (10) calendar days. If Contractor fails to comply with these requirements, the Agency shall arrange for the work to be done by other means and will deduct 150% of the cost from the Contractor's next pay estimate.

Must comply with Cal-OSHA Regulations including but not limited to permissible exposure limit of 50 micrograms per cubic meter (Cal-OSHA Section 1523.3. Occupational Exposure to Respirable Crystalline Silica).

2-1.2 EQUIPMENT/PROCESS REQUIRED

Contractor shall use a horizontal saw cutting technique that guarantees a planar surface after cutting. Contractor shall guarantee specified repair slope (1:8 or 1:12 based upon requirement outlined by the Agency) is achieved. If defined slope is not achieved, Contractor shall repair to specification at no additional charge to Agency, within 24 hours of discovery.

No water cooling is allowed which creates slurry and contaminates storm drains and causes excessive environmental impact. Contractors shall use a dust abatement system that limits the dust emitted from the cutting.

The Contractor shall guarantee the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.

The hardware shall be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.

Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or weakening the concrete panel. Contractor's trip hazard shall not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.

Sidewalk repair equipment and all other items incidental to the Services shall not be left or stored on the sidewalk or on private property while not in use.

A dust abatement system must be used to limit the dust being emitted.

Contractor shall provide clean-up services for all remediation services performed, at no additional cost to Agency. Clean-up services shall consist of full clean-up of all debris after each concrete shaving is performed. All costs incurred for disposal of waste material shall be included in unit cost and not invoiced/paid separately.

2-1.3 CONSTRUCTION HOURS

Construction activities are not permitted before 8am or after 5pm. Concrete slicing, which exceeds a noise level of 80-85 dBA, shall only be permitted between 10am and 3pm, unless otherwise approved by Agency with an "after hours" Agency encroachment permit.

2-1.4 SIDEWALK ASSESSMENT AND DATA COLLECTION

Contractor shall inspect sidewalks and provide a written inspection report. Agency shall determine the area to inspect. The inspection report shall at a minimum include identification, location and description of each problem and recommended action to take. The Agency shall review the

assessment and approve locations for Contractor to remediate. The Agency may change the format of the inspection report.

Contractor shall utilize a data collection device that records the details of all services performed, and transmit the data electronically. The recording device must be able to record sizes of trip hazards, GPS coordinates, hazard locations plotted to a map, address, and also provide this data electronically in order to integrate into a GIS system. Contractor shall submit detailed invoices setting forth the services performed in accordance with the formula for saw cutting calculations. All invoices must show the cut depth, size, length, width and address location.

The City will randomly inspect repairs to ensure the repair specifications are being met. If less than 95% of the inspected repairs meet the repair specifications, further inspection will be completed to determine the actual quantity of failed repairs. The Contractor, at no cost to the City, is responsible to fix any failed repairs. The City will not be obligated to pay for services that do not meet the repair specifications.

2-1.5 ON CALL SERVICES

Any “On Call” service shall be indicated by written request produced by the Project Manager with a description of the work to be performed and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

Contractor shall prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task, using the itemized fees in Exhibit C, Schedule of Compensation. Whenever a requested task is provided for in Exhibit C, explain how the cost was determined and a schedule for completion of the task which shall all collectively be referred to as the “Task Proposal”.

The Project Manager shall in writing approve, modify or reject the Task Proposal and may issue a “Notice to Proceed”.

The task shall be performed at a cost not to exceed the Task Budget.

Contractor shall complete the task and deliver all deliverables to the Project Manager by the Task Completion Date. To the extent practicable and unless as otherwise specified in the Task Proposal approved by the Project Manager, each Task shall be completed within one working day of issuance of the “Notice to Proceed”.

2-2 PERMITS

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

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

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

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

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

The Agency shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The Contractor shall reimburse the Agency, at rates established by the Agency, for any additional inspection, including inspection on legal holidays.

3-10 SURVEYING

3-10.1 GENERAL

The Contractor shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

3-12 WORK SITE MAINTENANCE

3-12.1 GENERAL

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 GENERAL

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

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

3-12.6.3 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Contractor shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the California Storm Water Best Management Practices Handbook dated January 2015, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/>. The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per the Agency's Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the Agency's rainy season shall include but not be limited to those appropriate for wet weather conditions.

3-12.6.5 PAYMENT

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

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.

3-13.3.4 GENERAL GUARANTY

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

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

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

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

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

4-4 TESTING

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

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.

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

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.

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 INSURANCE

5-4.2 GENERAL LIABILITY INSURANCE

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

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+VIII." 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

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.

5-8 PROJECT INFORMATION SIGN

No project information sign is needed for this Project.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

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

6-2 PROSECUTION OF THE WORK

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.

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

6-3.3 WORKING DAY

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL D A M A G E D 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

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

6-4.1.3 EXTENSION OF TIME

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

6-4.2 EXTENSIONS OF TIME

6-4.2.1 COMPENSATION TO AGENCY FOR EXTENSION OF TIME

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

6-4.4 WRITTEN NOTICE AND REPORT

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

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 6-4.

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 6-4. 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.

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-10 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-10 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-11 or other duties required by the Contract Documents.

6-10.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency's staff in the following sequence:

1. Project Manager
2. City Engineer

Should the Project Manager fail to address the Contractor's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the Agency's final decision.

6-10.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-11 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-11 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-11 shall not supersede the specific notice and protest requirements of Subsection 2-9 "Changed Conditions" and Subsection 6-3.2 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-11 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

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

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

7-3.4 Mobilization

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

Contractor shall provide traffic control per California Temporary Traffic Control Handbook. Contractor must maintain access for visitors to the properties. One driveway must always remain open and accessible. The cost for traffic control shall be paid per a separate lump sum bid item.

Payment for Mobilization shall be included in the other items of work and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility

companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

ON-CALL SERVICES FOR CONCRETE REMEDIATION

CIP NO. 22/23-08

TECHNICAL PROVISIONS

PART 3 - CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

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

- (1) Protection of utilities, trees, fences, walls and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (2) Clearing and removal of debris from site of work.
- (3) Delay in work necessary to accommodate utility relocations by others.
- (4) Other items of work as directed in these specifications. 300-1.3 Removal and Disposal of Material.

300-1.2 Root Pruning and Tree Trimming.

300-1.2.1 Protection of Existing Trees to Remain.

All trees to remain in place within the limits of work shall be protected from damage by workmen, equipment, and operations. Insofar as prosecution of the work allows, following removal of surrounding pavements, etc., the root area beneath the tree drip line shall be protected from damage, including compaction. Protection shall include temporary fencing, barricades, etc. Warning tape will not be considered sufficient.

300-2 UNCLASSIFIED EXCAVATION

It is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per Section 400. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

Replace the second paragraph with the following:

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

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

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

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

400-3 PAYMENT

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

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

SECTION 402 - UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

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

Construction Contractor shall contact all utility companies (e.g. gas company, electric company, telephone company, cable company, water company, and refuse collectors) at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

Additionally, the Contractor shall also notify local entities of his/her schedule fourteen (14) days prior to commencing work, including, local law enforcement agencies, the Post Office, Public Schools, and Bus Companies.

No excavation shall commence unless the Contractor has obtained the USA Inquiry

Identification Number.

402-1.1.2 ACCURACY OF UTILITIES INFORMATION

The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The Contractor shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the Contractor shall make repairs under the provisions for changes and extra work contained in SECTION 3 – CONTROL OF THE WORK of the SSPWC Standard Specification.

SECTION 404 - COLD MILLING

404-12 Payment

Measurement and Payment for **Trip Hazard Removal (1/4" to 2")** shall be paid per **Inch Foot (in-ft)** and shall include full compensation for labor, materials, equipment, mobilization, traffic control, grinding /shaving of sidewalk, meeting OSHA requirements, and any other incidentals required for removing trip hazards and no additional compensation shall be made therefor.

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

600-1.1 Parking Restrictions and Posting for Tow Away

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

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

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

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

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

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

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

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

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

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

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

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

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

601-1.3 Measurement and Payment.

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

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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 11F

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

**Subject: Community Development Block Grant (CDBG) Application Resolution
for Fiscal Year 2024/2025**

SUMMARY

This item recommends adoption of a Resolution of approval for the Fiscal Year 2024/2025 Community Development Block Grant (CDBG) project application with the County of Orange.

RECOMMENDATION

Adopt amended Resolution No. 2023-22, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2024/2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE."

BACKGROUND

The Orange County Housing and Community Development & Homeless Prevention Department administers and disperses Federal Community Development Block Grant (CDBG) monies for smaller cities such as Los Alamitos. The Program provides federal funds to cities with populations under 50,000 for programs that are targeted towards community development. The funds are commonly used for neighborhoods that have a substantial number of low, very low, and extremely low-income residents, and can be used for Senior or ADA (Americans with Disabilities Act) projects as well.

DISCUSSION

The City regularly submits applications to Orange County Community Resources for CDBG funds through the program. Larger cities apply directly to the Federal Government for such funds. As a smaller city, Los Alamitos seeks the oversight of the County when using such funds. The City of Los Alamitos has used such grants for years, often being awarded CDBG funds to improve public facilities within the City's low income census tracts. If not an ADA project, or a project for seniors, the CDBG activities should serve residents within the City's low income areas. In 2022-2023, CDBG funds were used for the renovation to create an all-inclusive ADA-compliant Sterns Park. During the current Fiscal Year 2023-2024, CDBG funds will be used for the renovation to create an ADA-compliant Labourdette Park.

CDBG funds are pursued through competitive grant applications submitted to the County. The request for approval of this year's resolution will require a City match on the resolution of 20% to fulfill the requirement on the grant application for fund requests that are over \$150,000.00.

The public was notified of a community meeting that was held during the September 13, 2023 Planning Commission meeting and through an advertisement placed in the Event News Enterprise on September 13, 2023. Here is a suggestion from the Planning Commission for next year's project:

<u>Project</u>	<u>Approximate Cost</u>
Street Repair:	
- Maple Street from Green Avenue to Farquhar Avenue	Street Repair - \$350,000
- Howard Avenue from Maple Street to Reagan Street	
- Howard Avenue from Maple Street to Bloomfield Street	To include a 20% City match

FISCAL IMPACT

Should the County of Orange approve the City's application, future expenditures of 20% matching funds (cost depending on the projects selected above) will be reflected in next year's annual Capital Improvement Plan budget. The matching funds are anticipated to be drawn from the City's General Fund, which was historically drawn from Gas Tax or the City's General Fund.

Attachment: 1. Resolution No. 2023-22 - CDBG Participation

RESOLUTION NO. 2023-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2024/2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE

WHEREAS, it is the intent of the City of Los Alamitos to participate in the timely filing of an application with the County of Orange for a grant authorized under the Housing and Community Development Act of 1974; and,

WHEREAS, the Housing and Community Development Act of 1974, as amended, authorizes cities under 50,000 in population to enter into cooperative agreements with the County in which they are located for the purpose of undertaking essential community development activities; and,

WHEREAS, the City of Los Alamitos will be submitting an application under FY 2024-25 for the Public Facilities & Improvements Request for Proposal; and,

WHEREAS, the City of Los Alamitos desires to accept the award of CDBG funds and authorizes the execution of the necessary agreements, contracts and amendments and other corresponding documentation to accept the CDBG funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, 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 of Los Alamitos hereby accepts the award of CDBG funds through the County's Urban Counties Program, which will be used to support the City of Los Alamitos' Public Facilities & Improvements Apartment Row Street Repair Project (Cont'd).

SECTION 3. The City Council does hereby approve and adopt the selection of the following project funding request and directs that an application reflecting this project, be submitted to the County of Orange:

Project	Approximate Cost
<u>Street Repair:</u> - Maple Street from Green Avenue to Farquhar Avenue - Howard Avenue from Maple Street to ReaganStreet - Howard Avenue from Maple Street to Bloomfield Street.	Street Repair - \$350,000 To include a 20% City match

SECTION 4. The City of Los Alamitos authorizes the City Manager or his/her designee to execute, for and on behalf of the City of Los Alamitos, the necessary agreements(s) and/or any other documents or instruments required by the County and/or the United States Department of Housing and Urban Development for participation in the Urban Counties Program and/or for acceptance of the FY 2024-25 CDBG funds.

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

PASSED, APPROVED, AND ADOPTED this 23rd day of October, 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 23rd day of October 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 11G

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Reject Bid for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06)

SUMMARY

Construction bids were publicly opened for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) on September 7, 2023 with five bids received. The submitted acceptable bids surpassed a feasible budget. Therefore, staff is recommending that Council reject the bid submitted and go back out for additional bids.

RECOMMENDATION

Reject all bids received for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06).

BACKGROUND

The City of Los Alamitos is being provided \$200,000 in federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the 2021 Pavement Management Relief Funding (PMRF) Program.

The City proposes to grind and overlay Bloomfield Street from Katella Avenue to Florista Street as part of the City's ongoing pavement management program. The project will also replace damaged curb & gutter and lifted sidewalk to correct drainage. ADA curb ramps will be modified to current codes as necessary for accessibility.

DISCUSSION

Construction bids were publicly opened for the the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) on September 07, 2023. Five bids were received in the amount of \$242,993. The bid amount exceeds the appropriated construction budget of \$200,000 for construction costs. The lowest bid was \$208,000, however, the bid was missing a signed Non-Collussion Affidavit form and could not be counted as a complete bid package. Therefore, staff is recommending that City Council reject the bid submitted and go back out for additional bids.

FISCAL IMPACT

None.

Attachment: 1. CIP 22/23-06 Bloomfield Street Improvement Bid Breakdown

**BLOOMFIELD STREET IMPROVEMENT PROJECT
SPECIFICATION NO. CIP 22/23-06**

BID OPENING: SEPTEMBER 7, 2023 AT 11 AM

				Hardy & Harper, Inc.		Onyx Paving Company, Inc.		Sequel Contractor, Inc.		All American Asphalt		R.J. Noble Company	
ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	1	LS	9,720.00	\$ 9,720.00	9,715.00	\$9,715.00	15,500.00	\$15,500.00	28,000.00	\$28,000.00	56,000.00	\$56,000.00
2	Traffic Control	1	LS	39,424.00	\$ 39,424.00	37,000.00	\$37,000.00	22,000.00	\$22,000.00	37,766.80	\$37,766.80	18,000.00	\$18,000.00
3	Cold Mill Existing Pavement 1.5-Inch Uniform Depth	33,780	SF	0.50	\$ 16,890.00	0.55	\$18,579.00	0.55	\$18,579.00	0.79	\$26,686.20	0.92	\$31,077.60
4	Remove and Construct 7.5-Inch Fill Depth Asphalt Concrete Pavement	76	TN	265.00	\$ 20,140.00	272.00	\$20,672.00	370.00	\$28,120.00	250.00	\$19,000.00	380.00	\$28,880.00
5	Construct 1.5-Inch Thick ARHM Overlay	310	TN	190.00	\$ 58,900.00	172.00	\$53,320.00	225.00	\$69,750.00	220.00	\$68,200.00	195.00	\$60,450.00
6	Adjust to Grade (Item as Noted)	1	EA	1,296.00	\$ 1,296.00	3,000.00	\$3,000.00	4,000.00	\$4,000.00	5,500.00	\$5,500.00	3,650.00	\$3,650.00
7	Install Signing and Striping Complete per Plans	1	LS	15,700.00	\$ 15,700.00	18,914.00	\$18,914.00	18,500.00	\$18,500.00	14,540.00	\$14,540.00	24,000.00	\$24,000.00
8	Remove and Replace Curb Ramp, Type per Plan	4	EA	8,350.00	\$ 33,400.00	11,000.00	\$44,000.00	11,250.00	\$45,000.00	10,000.00	\$40,000.00	12,000.00	\$48,000.00
9	Construct Handrail Per SPPWC Std 606-4	21	LF	335.00	\$ 7,035.00	500.00	\$10,500.00	570.00	\$11,970.00	700.00	\$14,700.00	420.00	\$8,820.00
10	Install Detector Loop Complete Per Plan	7	EA	785.00	\$ 5,495.00	900.00	\$6,300.00	1,000.00	\$7,000.00	785.00	\$5,495.00	825.00	\$5,775.00
		TOTAL			\$208,000.00		\$222,000.00		\$240,419.00		\$259,888.00		\$284,652.60

SCHEDULE	TOTAL	\$208,000.00	\$222,000.00	\$240,419.00	\$259,888.00	\$284,652.60
PROJECT TOTAL		\$208,000.00	\$222,000.00	\$240,419.00	\$259,888.00	\$284,652.60

**BLOOMFIELD STREET IMPROVEMENT PROJECT
SPECIFICATION NO. CIP 22/23-06**

BID OPENING: SEPTEMBER 7, 2023 AT 11 AM

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 11H

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Purchase of one (1) 2024 Ford Super Duty F-550 Stakebed Truck via the Sourcewell Competitive Purchasing Program from National Auto Fleet Group Contract No. 091521-NAF

SUMMARY

This item seeks approval to purchase one (1) 2024 Ford Super Duty F-550 Stakebed Truck via the Sourcewell Competitive Purchasing Program at a cost of \$83,524.46.

RECOMMENDATION

Approve the purchase of one (1) 2024 Ford Super Duty F-550 DRW Stakebed Truck from National Auto Fleet Group via Sourcewell Contract No. 091521-NAF for an amount not to exceed \$83,524.46.

BACKGROUND

The City's fleet is currently made up of fleet assigned to the Public Works Division, the Police Department, the Recreation & Community Services Department, and the Administration Department. These vehicles range from patrol vehicles utilized by the Police Department to heavy commercial trucks operated by the Public Works Division within the Development Services Department.

In 2023, Council adopted Resolution No. 2013-07 which outlined the Vehicle & Equipment Replacement Policy. The policy established guidelines for replacement based on a number of factors including, but not limited to, age, mileage, mechanical condition, maintenance costs. The policy also established targeted replacement cycles for vehicles and equipment.

As a result of the financial challenges faced in previous years, the City has delayed the replacement of fleet and equipment. This has inadvertently affected the level of service provided to the community, from response time for service calls by the Police Department to productivity and efficiency during street, sidewalk, and roadway maintenance projects completed by the Public Works Division.

DISCUSSION

This item seeks approval for the purchase of one (1) 2024 Ford Super Duty F-550 stakebed truck from National Auto Fleet Group (NAFG) via the Sourcewell Competitive Purchasing Program. The addition of this truck will provide the Public Works Division with the ability to operate a dependable vehicle when completing tasks during day-to-day and emergency

operations.

Sourcewell Competitive Purchasing Program

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

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

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

National Auto Fleet Group (NAFG)

Following a competitive bid process in September 2021, out of 13 bids received for Request for Proposal (RFP#091521), NAFG secured a contract with Sourcewell for the procurement of vehicles, cars, vans, SUVs and light trucks with related equipment, accessories and services. NAFG's contract with Sourcewell remains in effect until November 8, 2025.

FISCAL IMPACT

The purchase of one (1) 2024 Ford Super Duty F-550 stakebed truck from NAFG via Sourcewell Contract No. 091521-NAF will not exceed \$83,524.46. Funding for this purchase will be expended out of the Vehicle and Equipment Replacement Account via Fund 50.

- Attachment:
1. Sourcewell Quote ID#25558 R2 (Stakebed Truck)
 2. Sourcewell Proposal No. 091521 (Executed Agreement with NAFG)
 3. Sourcewell Proposal No. 091521 (Request for Proposals (RFP))
 4. Sourcewell Proposal No. 091521 (Proposal Opening Record)
 5. Resolution No. 2013-07 - Vehicle Replacement Policy



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

9/8/2023

9/26/2023 Re-Configured

Quote ID: **25558 R2**

Order Cut Off Date: **TBA**

Ms Michelle Muller
City of Los Alamitos

3191 Katella Ave

Los Alamitos, California, 90720

Dear Michelle Muller,

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

One (1) New/Unused (2024 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 193" WB 108" CA, 14' Stake Bed by Harbor Truck & Va + Handling \$2000.00) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$59,180.00	\$57,519.21	2.806 %	\$1,660.79
14' Stake Bed by Harbor Truck & Va + Handling \$2000.00	\$18,923.77	\$18,923.77		
Tax (9.2500 %)		\$7,070.98		
Tire fee		\$10.50		
Total		\$83,524.46		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

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

Sincerely,

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

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



Purchase Order Instructions & Resources

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

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

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

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

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

1-855-289-6572



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

Sales Quote

Page 1 of 1

Sales Quote SQ74734
Sales Quote Date: 9/8/2023
Inside Sales Rep.: Kimberly Bellamy

Sell

To: NATIONAL AUTO FLEET GROUP - CITY OF LAS ALAMITOS
1601 W MAIN STREET
ALHAMBRA, CA 91801
626-414-2000 (626) 457-5590

Ship

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

Tax Ident. Type Legal Entity

Customer ID FLW01
Dealer Number DEALER # F72795
SalesPerson JENNIFER
VIN

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

Harbor Truck and Van is Not Held Responsible for any items not listed on this quote/order. Pricing on the quote/order is valid 30 days from the sales quote/order date that is signed (and requested as needed) and the chassis/truck assigned to the quote/order arrives within that 30-day period. Both conditions must be met or the quote/order becomes null and void and must be re-quoted/re-signed.

Item No.	Description	Exp. Notes	Unit	Qty.
FORD-108-R-DRW	FORD 108" CA REGULAR CAB DRW GAS---		EACH	1
HTFB16896D	14 x 8-FT Flatbed with Diamond Plate Deck		EACH	1
HTFBH8-42-S	BULKHEAD 42"H X 8"W STRAIGHT STEEL TOP		EACH	1
UB601818	UNDERBED BOX 60"L X 18"H X 18"D RECESSED FOR HOOK ACCESS		EACH	2
Y14FBLACK	Painted Black		EACH	1
MREAR-APRON-10GA	10GA COVER ON REAR DOCK BUMPER USED WITH DUMP HOIST		EACH	1
DU-UB-MNT-KIT	UB BOX MOUNT BRACKET KIT FOR DUMP BODY (EA BOX)		EACH	2
FBG168-42P	14X8 FB 42"H MDO REMOVABLE GATES W/SWING-AWAY REAR	mdo plywood gates w/ swing away rear gates	EACH	1
Z14FB-FORD	MOUNT FLATBED/CONTRACTOR/RANCHER INCLUDES LED DOT LIGHTS		EACH	1
MREC-LAND-VI2.5	RECEIVER CLASS VI, LANDSCAPER - 20,000LB INCLUDES 2" INSERT		EACH	1
M7PRONG	7 PRONG TRAILER CONNECTOR (POLLAK)		EACH	1
MBCK-UP-CAM-LB1	REAR BACKUP CAMERA INSTALL LABOR-1 ONLY (MBCK-UP-CAM-LB1)		EACH	1
FREIGHT	Freight		EACH	1
FUEL CHARGE	FUEL CHARGE		EACH	1
MPDI	PDI FOR NEW VEHICLE		EACH	1
SR4016-EDA	RUGBY DUMP HOIST (DOUBLE ACTING PUMP) 14FT MAX		EACH	1

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 16,923.77
Authorized Signature _____
Dealer VIN/VON _____
P.O.# _____

Date _____

Subtotal: 16,923.77
Invoice Discount: 0.00
Total Sales Tax: 0.00
Total: 16,923.77

Vehicle Configuration Options

ENGINE	
Code	Description
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	Description
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
TIRES	
Code	Description
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	Oxford White
SEAT TYPE	
Code	Description
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
AXLE RATIO	
Code	Description
X8L	Limited Slip w/4.88 Axle Ratio
ADDITIONAL EQUIPMENT	
Code	Description
68M	GVWR: 19,500 lb Payload Plus Upgrade Package, -inc: upgraded frame, rear-axle and low deflection/high capacity rear springs, Increases max RGAWR to 14,706 lbs, Note: See Order Guide Supplemental Reference for further details on GVWR
512	Spare Tire & Wheel, -inc: Excludes carrier, 6-Ton Hydraulic Jack
18B	Platform Running Boards
153	Front License Plate Bracket
61J	6-Ton Hydraulic Jack
61L	Front Wheel Well Liners (Pre-Installed)
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
76C	Exterior Backup Alarm (Pre-Installed)

OPTION PACKAGE	
Code	Description
660A	Order Code 660A

2024 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD Reg Cab 193" WB 108" CA

WINDOW STICKER

2024 Ford Super Duty F-550 DRW XL 2WD Reg Cab 193" WB 108" CA

CODE	MODEL	MSRP
F5G	2024 Ford Super Duty F-550 DRW XL 2WD Reg Cab 193" WB 108" CA	\$54,195.00
OPTIONS		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)	\$0.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	\$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)	\$0.00
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	\$0.00
X8L	Limited Slip w/4.88 Axle Ratio	\$395.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package, -inc: upgraded frame, rear-axle and low deflection/high capacity rear springs, Increases max RGAWR to 14,706 lbs, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
512	Spare Tire & Wheel, -inc: Excludes carrier, 6-Ton Hydraulic Jack	\$350.00
18B	Platform Running Boards	\$320.00
153	Front License Plate Bracket	\$0.00
61J	6-Ton Hydraulic Jack	INC
61L	Front Wheel Well Liners (Pre-Installed)	\$180.00
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00
660A	Order Code 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$57,185.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,995.00
TOTAL PRICE	\$59,180.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

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

Notes

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail (STD)
4.88 Axle Ratio (STD)

EXTERIOR

Tires: 225/70Rx19.5G BSW A/P (STD)

WHEELS

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
--

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 250 Amp Alternator
Towing Equipment -inc: Brake Controller and Trailer Sway Control
Trailer Wiring Harness
11220# Maximum Payload
GVWR: 18,000 lbs Payload Package
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Upfitter Switches
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

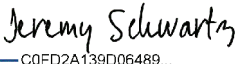
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:

By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10

Submitted On: Tuesday September 14, 2021 14:10:21

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76

Submitter's IP Address: 76.81.241.2

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Brilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com . Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*
----	---	--	---

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram, Jeep, Dodge, Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to 6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufacturers". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
74	Vans	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☒	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☒	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☒	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☒	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☒	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☒	1



RFP #091521
REQUEST FOR PROPOSALS
for
Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Proposal Due Date: September 15, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 15, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	July 28, 2021
Pre-proposal Conference:	August 25, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	September 8, 2021, 4:30 p.m., Central Time
Proposal Due Date:	September 15, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 15, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories, including, but not to be limited to:
 - a. Vehicles of the following types and classifications:
 - i. Automobiles: mini, subcompact, compact, coupe, sedan, and full-size;
 - ii. Sport Utility Vehicles: cross-over, light duty, and heavy duty;
 - iii. Vans: passenger and cargo;
 - iv. Trucks: light duty, half ton, three-quarter ton, and one ton; and
 - v. Vehicles of the varieties described in subsections 1. a. i – iv. above, with upfitting designed for Public Safety applications, such as equipment, lighting, technology, and accessories.
 - b. A wide range of vehicles by: 1) engine type, to include conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered solutions; 2) seating or cargo configurations, drive train options, and trim levels; and, 3) optional equipment offerings.
 - c. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are an incidental portion of the response.
2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Ambulance and Emergency Medical Transport Vehicles, with Related Equipment, Accessories, And Supplies (RFP #022118);
 - b. Firefighting Apparatus, with Related Equipment, Accessories, and Supplies (RFP #022818);
 - c. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920);
 - d. School Buses with Related Accessories, Supplies, Parts, and Services (RFP #063020); and,
 - e. Electric Vehicle Supply Equipment and Related Services (RFP #042221).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$300 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the

Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
 - A proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



8/5/2021

Addendum No. 1

Solicitation Number: RFP 091521

Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture service bodies and do not sell complete vehicles. Can we bid our product as an accessory to the bid?

Answer 1:

Refer to RFP Section II. B. 1. c., "Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are an incidental portion of the response." A proposal that does not include complete vehicles, of the types described in RFP Section II. B. 1. a., will be deemed non-responsive.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/5/2021, is required at the time of proposal submittal.



8/8/2021

Addendum No. 2

Solicitation Number: RFP 091521

Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are you accepting leasing options for this bid?

Answer 1:

Refer to RFP Section II. B. for the description of the requested equipment, products, and services. Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired by participating entities. A proposer may submit their complete line of equipment, products, or services that are applicable to the scope of this RFP. It is left to the discretion of each proposer to articulate their ability to serve Sourcewell participating entities.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/8/2021, is required at the time of proposal submittal.



8/23/2021

Addendum No. 3

Solicitation Number: RFP 091521

Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

I would like to see an example of line-item pricing for Sourcewell. Please provide.

Answer 1:

In the competitive process, Sourcewell cannot conduct research for, or expressly identify resources that may be relevant to, a proposer. A proposer may review a sampling of past pricing proposals within the current awarded contract documentation available on the Sourcewell website. Navigate to the following address: <https://www.sourcewell-mn.gov/contract-search> and use the list or search functions.

Question 2:

Where can I get a copy of the current contract pricing for the brand of vehicles that I offer?

Answer 2:

Each Sourcewell solicitation represents a separate and distinct opportunity. For examples of current Sourcewell-awarded contracts, refer to the link provided in Answer No. 1 above. Currently active contracts offering similar solutions were awarded under solicitation numbers 120716 and 060920.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/23/2021, is required at the time of proposal submittal.



8/26/2021

Addendum No. 4

Solicitation Number: RFP 091521

Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The manufacturer that I represent has not developed pricing for the 2022 model year vehicles. Should pricing be presented for 2021 and 2022 models that have pricing, and a TBD associated with 2022 models that have yet to be priced by the manufacturer?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with its business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Refer also to the Sourcewell contract template for additional details on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the contract template is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.



9/7/2021

Addendum No. 5

Solicitation Number: RFP 091521

Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are requesting a clarification on Table 4 and Table 5. Could we include a reference from a fleet management company or a supplier we use?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate the ability to serve Sourcewell participating entities and satisfy all requirements of the questionnaire tables.

Question 2:

Is it acceptable to provide a redline of the entire Sourcewell template contract?

Answer 2:

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. A proposer may elect to include additional supporting materials in its discretion.

Question 3:

Could a video be uploaded as additional content?

Answer 3:

It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.).

Question 4:

Can you elaborate on line item 71? Is there a list of subcategory titles that can be used for reference?

Answer 4:

It is left to the discretion of the proposer to identify subcategory descriptors that may be relevant to the proposer's offered equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on Tuesday, September 7, 2021 6:58 PM, is required at the time of proposal submittal.



9/8/2021

Addendum No. 6

Solicitation Number: RFP 091521

Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

With the ongoing supply chain delays related to Covid, microchip shortages, and across-the-industry shortages of raw materials, we respectfully request an extension to the submittal deadline.

Answer 1:

No extension of the due date is contemplated at this time.

Question 2:

In what format would you like financial stability to be verified?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate its financial stability and satisfy all requirements of the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 9/8/2021, is required at the time of proposal submittal.



Proposal Opening Record

Date of opening: September 15, 2021

Sourcewell posted Request for Proposal #091521, for the procurement of Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Wednesday, July 28, 2021, and the solicitation remained in an open status within the portal until September 15, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on September 15, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #091521 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

72 HOUR, LLC dba National Auto Fleet Group - Submitted 9/14/21 at 2:10:21 PM
 CONTEMPORARY MOTOR CARS, INC. - Submitted 9/14/21 at 1:50:55 PM
 Creative Bus Sales, Inc. - Submitted 9/15/21 at 2:39:01 PM
 Davis Chevrolet, GMC, Buick, Ltd.- Submitted 9/15/21 at 2:25:01 PM
 Donlen, LLC - Submitted 9/15/21 at 9:21:53 AM
 GreenPower Motor Company, Inc. - Submitted 9/15/21 at 3:32:58 PM
 Lithia Toyota of Billings II, LLC - Submitted 9/14/21 at 2:29:57 PM
 Lordstown Motors Corp. - Submitted 9/15/21 at 4:16:01 PM
 Mike Albert Leasing, Inc. dba Mike Albert Fleet Solutions - Submitted 9/15/21 at 3:15:15 PM
 RO Truck & Equipment, LLC DBA RO Bus Sales - Submitted 9/14/21 at 7:57:35 PM
 Tesla, Inc. - Submitted 9/15/21 at 1:27:00 PM
 TROPICAL FORD, INC. - Submitted 9/14/21 at 1:23:12 PM
 VALLEY FORD TRUCK, INC. - Submitted 9/15/21 at 11:15:01 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on September 15, 2021, at 4:36:55 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

74344AB8E2344E7...

Chris Robinson, CPSM, Procurement Manager

DocuSigned by:

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst

RESOLUTION NO. 2013-07

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

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

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

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

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

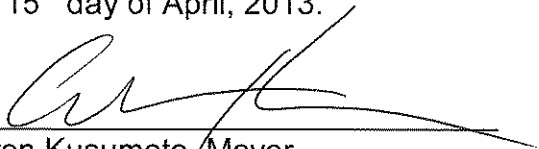
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES RESOLVE AS FOLLOWS:

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

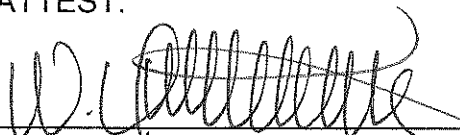
SECTION 2. The City Council hereby approves the attached Vehicle/Equipment Replacement Policy (Exhibit A).

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

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


Warren Kusumoto, Mayor

ATTEST:


Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:



Steve Skolnik, Interim City Attorney

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

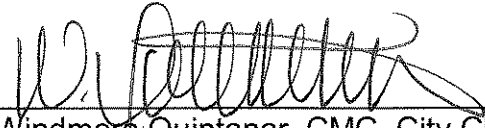
I, Windmera Quintanar, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a meeting of the City Council held on the 15th day of April, 2013, by the following vote to wit:

AYES: COUNCILMEMBERS: Grose, Murphy, Graham-Mejia

NOES: COUNCILMEMBERS: Edgar, Kusumoto

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None



Windmera Quintanar, CMC, City Clerk

CITY OF LOS ALAMITOS FLEET MAINTENANCE DIVISION

Vehicle/Equipment Replacement Guidelines/ Procedures

MISSION

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

OBJECTIVES

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

GENERAL

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

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

ACQUISITION

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

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

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

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

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

RETENTION or REASSIGNMENT

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

ADDITIONS TO THE FLEET

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

REPLACED VEHICLE/EQUIPMENT

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

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

MID-YEAR REQUESTS

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

VEHICLE/EQUIPMENT REQUEST CYCLE

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

REPLACEMENT CRITERIA*

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

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

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

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

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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 111

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Disposal of Surplus Equipment (City Fleet and Equipment)

SUMMARY

This item sets forth a recommendation to dispose of surplus equipment and a fleet vehicle valued between \$8,975 - \$17,175.

RECOMMENDATION

Declare the listed equipment and fleet as surplus and authorize its disposal in accordance with Los Alamitos Municipal Code (LAMC), Section 2.60.020.

BACKGROUND

The City has accumulated street maintenance equipment and vehicles that are obsolete and/or broken and have no potential use now or in the future. Section 2.60.020(H) of the Los Alamitos Municipal Code (LAMC) authorizes the City Manager to recommend the sale of all supplies and equipment which has become unsuitable for City use.

This item requests City Council's approval to surplus the specified equipment and fleet, which have no suitable use for the City. Once authorized, staff will contact the City's auction services provider for disposal of the equipment. The Auctioneer will take on the responsibility of all transport of City property, advertising, sale and point of sale transactions.

DISCUSSION

The table below lists the estimated auction value for each item. The estimated auction value is derived from discussions with the City's Auction Company, US Auctions. The table below (Table 1) also includes a low and high estimated action value for each item:

2023 Proposed Equipment and Vehicle Surplus		
Item	Previous Vehicle/Equipment Use	Estimated Auction Value
1982 Altas Copco Serial No. 19995	Public Works	\$775 - \$1,115
1996 Crafcro Crack Sealer Trailer Serial No. 1C9EP1226T1418200	Public Works	\$925 - \$2,150
2001 MQ Whiteman Power Trowel Serial No. MHZ5430	Public Works	\$1,050 - \$2,750
2012 Looks Vision	Public Works	\$1,300 - \$2,210

Vin No. 53BTV1213DF004879		
2012 Message Board VIN No. 53BTV1213DF004879	Public Works	\$575 - \$1,100
2013 FMC Trailer VIN No. 1WW9DC061XK1063087	Public Works	\$1,100 - \$2,750
2016 Dodge Charger VIN No. 2C3CDXAT5GH188334	Patrol	\$3,250 - \$5,100
Total Estimated Auction Value		\$8,975 - \$17,175

FISCAL IMPACT

The equipment and vehicle surplus described in Table 1 has an estimated auction value between \$8,975 to \$17,175. When the items are sold at auction, the revenue will be placed in the Sale of Property Account No. 50-4830.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 12A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Projects of Significance Update - MyLosAIEngage

SUMMARY

This Item provides an update on automation processes related to enhancing the City's notification efforts related to projects of significance in the City.

RECOMMENDATION

Receive and file.

BACKGROUND

At its April 17, 2023 meeting, the Council adopted a policy for notifying the community on projects of significance. This policy is outlined in Administrative Regulation 9.1 available on the City's website. Since the implementation of this policy, the Director of Communications began meeting with various vendors for a community engagement platform. The goals of the platform are to provide an additional outlet to notify the public of large-scale projects throughout the City, provide the community a mechanism to track project timelines, and provide a transparent and accessible means for the community to provide feedback.

DISCUSSION

The City entered into an agreement under the City Manager's Authority with CitizenLab. CitizenLab focuses on centralizing engagement and building community involvement, assists the City in building a brand and culture of engagement, and assists the City in establishing best practices for an effective community engagement strategy. Citizen Lab provides a platform for all large projects to have an informative landing web page. It allows for community feedback through surveys, emails, and comments. The landing page includes a comprehensive timeline that allows the community to see where the project is, where it's going, and how they can participate.

Staff began training on the new platform the week of October 9, with an anticipated launch date of early November. Before the launch of the new platform, "MyLosAIEngage", a notification campaign will be pushed out through the City's established communication channels, including the website, social media, and e-newsletter. MyLosAIEngage will be integrated into the City's existing website. Registration is not required to review the available information; however, some registration data is collected in order to participate in the community feedback portions (i.e. surveys, and comments). Staff is looking forward to the launch of the new platform and collaborating with our community.

The City Staff is dedicated to keeping our community informed and simplifying processes as much as possible. Below is a summary of the additional automation processes that have been taken on in the past year.

- CivicClerk is the City's agenda automation system. It allows the City to store agendas, minutes, and videos (when available) on the City's website. Residents are able to search past agendas and sign up to be notified of future meetings.
- Laserfiche is the City's document repository system. This allows online access to commonly requested public records. Interested parties are able to search for agendas, minutes, resolutions, and ordinances from the convenience of their homes. Staff is looking to expand the available online records to include contracts and building permits, two of the most commonly requested types of records. Additionally, the Police Department is looking to automate with Laserfiche. Automation will allow for the quick retrieval of reports in the office and in the field, via a secured connection.
- BidNet is the City's electronic bid submittal process. Automating this system increased transparency and equity throughout the bid process. A second component that will be launched in the coming months is the automation of contract approvals. Currently, contracts are routed through email for approval by various departments. BidNet will allow collaboration in real-time, store contracts in one central location, and notify Staff when renewals are coming up.
- Granicus is being used for the electronic filing of Form 700. Currently, Conflict of Interest Code filers have to file paper copies with the City Clerk's Office. The City Clerk's Office manually tracks when forms are received and files the paper copy. Granicus will allow filings to be completed and stored electronically. This will help to ensure filers are filing in a timely manner and will allow staff to respond to requests for records quicker and more efficiently.

FISCAL IMPACT

Sufficient funding for the various platforms is available in the Council-approved Fiscal Year 2023-24 Administration budget.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 12B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Consideration of an Accelerated Warrant Report Policy

SUMMARY

This report provides information in connection with a proposed acceleration of the Warrant Report Policy.

RECOMMENDATION

Approve the proposed accelerated distribution of the Warrant Register.

BACKGROUND

The Warrant Report is provided to the Council on a consent basis and covers checks and electronic funds transfers for the previous month or period (e.g. September 1, 2023 through September 30, 2023). The Director of Finance certifies the accuracy of the warrants and the availability of funds for payment.

DISCUSSION

The Warrant Register is a generally accepted municipal accounting tool used to highlight a city's expenditures over a set period of time. While it is a helpful summary of a city's expenditures, there is often a background or explanation needed in order to highlight the purpose of individual expenditures. While the staff diligently works in order to ensure they are prepared to answer any and all questions raised at City Council meetings, these registers can often contain between 200 to 300 different line items generated from the City's various departments and divisions. Given the desire to ensure that all information that is being provided is well researched and accurate, the Budget Standing Committee has developed the following policy in order to create greater transparency and to better facilitate the flow of this information.

As is customary in all cities, agendas and the related warrant registers are normally posted 72 hours before a City Council meeting. In an effort to provide more time for review, the Budget Standing Committee is recommending that the City adopt an accelerated timeline in order to provide the City Council with access to the Warrant Register on the Monday prior to the City Council meeting. For example, for the November City Council meeting, the Warrant Register would be provided to the City Council on Monday, November 13th, one week prior to the November 20th meeting date. This accelerated timeline would provide City Council members with an opportunity to review the Warrant Register and submit any related questions to the City's Finance Department in advance of the meeting. In doing so, those questions can be

properly researched and answered.

Under this accelerated timeline, Council members would be asked to submit their warrant related questions to the Finance Department prior to the close of business on the Thursday prior to the next City Council meeting. In the example used above, this would mean by Thursday, November 16th. Staff would then research the questions asked and provide responses to the entire City Council prior to the City Council meeting on Monday, November 20th. As these questions are often asked in order to highlight or underscore different expenditures that might be of interest to the public, Council members would then be able to ask these questions related to the warrants again at the Council meeting should they choose to. Any question not received by the Thursday deadline would then be researched and have their answers provided prior to the next City Council meeting. In accordance with the current information dissemination protocols, answers to any warrant questions will be provided to all Council members in a separate report.

FISCAL IMPACT

None.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 12C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chet Simmons, City Manager

**Subject: Resolution to Express Support for Actions to Retain Local Control
Related to Local Zoning and Housing Issues**

SUMMARY

This agenda item provides information on SB 9 which allows homeowners to create up to four homes on an existing parcel, in effect, eliminating single-family-only zoning. The item includes information on the charter cities of Carson, Del Mar, Redondo Beach, Torrance, and Whittier (Petitioner Cities) and their day in court arguing against the State of California on the constitutionality of SB 9.

RECOMMENDATION

Support retaining local control by Adopting Resolution No. 2023-23, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES".

BACKGROUND

SB 9 was signed by Governor Newsom on September 16, 2021, and chaptered by the Secretary of State. This bill will went into effect on January 1, 2022.

SB 9 made two important changes to state law:

- It allows homeowners in most areas around the state to divide their property into two lots, thereby increasing opportunities for homeownership in their neighborhood; and
- It allows two homes to be built on each of those lots, with the effect of legalizing fourplexes in areas that previously only allowed one home without having to meet the minimum lot size required by the underlying zone.

On September 5, 2023, the charter cities of Carson, Del Mar, Redondo Beach, Torrance, and Whittier (Petitioner Cities) had their day in court arguing against the State of California on the constitutionality of SB 9, a law enacted in 2022 that in essence eliminates all single-family residential zones within the State. The Petitioner Cities argued that SB 9 unconstitutionally strips charter cities of their local land use authority and zoning control because it is not reasonably related to its stated purpose of promoting access to affordable housing, and is not narrowly tailored to avoid interference in local governance.

Judge Curtis Kin of Department 82, who is hearing the case, questioned the State's position that SB 9 was enacted to promote housing at all income levels, when the legislative history and text of the statute appear to imply otherwise – that SB 9 was an affordable housing bill. Attorney Pam Lee of Aleshire & Wynder, LLP, who argued on behalf of the Petitioner Cities, provided additional statutory and case law support that the legislature, in enacting SB 9, specifically included the term “affordable housing” to mean below market rate housing; yet none of the provisions of SB 9 are reasonably related to promoting such a purpose or narrowly tailored to avoid charter cities’ governance over local zoning of single-family residential zones. Judge Kin took the matter under submission; he is expected to issue a decision in the coming weeks.

DISCUSSION

Staff's recommendation is that the City Council discuss and vote to pass Resolution No. 2023-23 to show support and speak with a unified voice among charter cities to retain local control.

FISCAL IMPACT

None.

Attachment: 1. Resolution No. 2023-23 - Support SB9

RESOLUTION NO. 2023-23

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES

WHEREAS, the legislature of the State of California each year proposes, passes, and has signed into law a number of bills addressing a range of housing issues; and

WHEREAS, the legislature of the State of California does not allow sufficient time between each legislative cycle to determine if the legislation is successful in bringing about the change for the State of California's housing issues; and

WHEREAS, the majority of these bills usurp the authority of local jurisdictions to determine for themselves the land use policies and practices that best suit each city and its residents and instead impose mandates that do not take into account the needs and differences of jurisdictions throughout the State of California; and

WHEREAS, the ability of local jurisdictions to determine for themselves which projects require review beyond a ministerial approval; what parking requirements are appropriate for various neighborhoods within their jurisdiction; what plans and programs are suitable and practical for each community rather than having these decisions imposed upon cities without regard to the circumstances of each individual city; and what zoning should be allowed for residential properties is a matter of great import to the City of Los Alamitos among other items related to local zoning and housing issues; and

WHEREAS, the City Council of the City of Los Alamitos feels strongly that our local government is best able to assess the needs of our community and objects to the proliferation of State legislation that deprives us of that ability.

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 of Los Alamitos is opposed to the current practice of the legislature of the State of California of continually proposing and passing multitudes of bills that directly impact and interfere with the ability of cities to

control their own destiny through use of the zoning authority that has been granted to them.

SECTION 3. The City of Los Alamitos will explore various ways to protect the ability of cities to retain local control over zoning as each individual city within the State of California is best suited to determine how the zoning in their city should be allocated in order to meet the housing needs of the community.

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

PASSED, APPROVED, AND ADOPTED this 23 day of October 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 23rd day of October, 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 12D

To: Mayor Tanya Doby & Members of the City Council

Presented By: Emeline Noda, Director of Recreation & Community Services

**Subject: Los Alamitos Community Foundation and City of Los Alamitos
Memorandum of Understanding (MOU), Los Alamitos Senior Club and
City of Los Alamitos Agreement, Los Alamitos Museum Insurance**

SUMMARY

This agenda item provides draft Memorandum of Understandings (MOU) between the Los Alamitos Community Foundation and the City of Los Alamitos and the Agreement between the Los Alamitos Senior Club and the City of Los Alamitos. This item also addresses the reimbursement cost of insurance for both organizations, including the Los Alamitos Museum.

RECOMMENDATION

1. Review and discuss the Memorandum of Understanding (MOU) with the Los Alamitos Community Foundation and the Agreement with the Los Alamitos Senior Club; and,
2. Authorize the Mayor to execute the Memorandum of Understanding with the Los Alamitos Community Foundation; and,
3. Authorize the Mayor to execute the Agreement with the Los Alamitos Senior Club; and,
4. Discuss and provide direction concerning the City covering the cost of insurance for the Los Alamitos Community Foundation, Los Alamitos Senior Club, and Los Alamitos Museum; and,
5. Provide any feedback and/or further direction as necessary.

BACKGROUND

The Los Alamitos Senior Club, Los Alamitos Community Foundation, and Los Alamitos Museum are City-established non-profits that exist to support the City in funding and/or programs.

Los Alamitos Senior Club

The Los Alamitos Senior Club is a non-profit organization established in 1976. The club operates in both 501(c)3 and 501(c)7 statuses. The Club meets every Thursday at the Los Alamitos Community Center (City-owned facility) from 9:00 a.m. to 3:00 p.m. The Senior Club has its own Board of Directors and provides opportunities to meet new friends, develop new interests and socialize with one's peers. Club activities include:

- Bingo

- table games
- luncheons, holiday parties and birthday celebrations
- guest speakers, crafts and entertainment
- charity projects and volunteer opportunities

Los Alamitos Community Foundation

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. At the October 18, 2021 City Council meeting, Council gave direction to Staff to begin the process of establishing a City Foundation that would assist in enhancing and supplementing the City of Los Alamitos revenues to enhance City-wide services and/or update facilities and infrastructure.

At the November 15, 2021 City Council meeting, Council voted on the name Los Alamitos Community Foundation. The Articles of Incorporation were filed with the Secretary of State on December 10, 2021. The first Los Alamitos Community Foundation Board Meeting was held on March 14, 2022, with the Bylaws adopted at the March 14, 2022 meeting. The Los Alamitos Community Foundation is an organization that partners with the City of Los Alamitos to provide funding to enhance programs and services offered through the City to benefit the residents of Los Alamitos.

Los Alamitos Museum

The City of Los Alamitos took over ownership of the Los Alamitos Museum (formerly the Los Alamitos Fire Station) from the County of Orange by resolution on July 3, 1974 and by Grant Deed on July 8, 1976. The Los Alamitos Museum property is owned by the City of Los Alamitos, granted to the City by the County of Orange as long as the property is used for “public museum or recreational purposes for the free and beneficial use of all County residents.”

The Los Alamitos Museum operates in a City-owned facility with the purpose of collecting, advancing, preserving and exhibiting the cultural, historical, and other related materials to receive the full benefit of the City of Los Alamitos' rich history.

DISCUSSION

The City of Los Alamitos and the Los Alamitos Senior Club partner together to provide senior services for the community. The City provides staff support and the Senior Club provides funding and volunteers. The agreement outlines the expectations for each entity and is up for renewal to be considered by the City Council.

The City of Los Alamitos and the Los Alamitos Community Foundation work together to support one another and a Memorandum of Understanding (MOU) has been developed to create an agreement between the two organizations. Outlined in the MOU details items such as the terms of the agreement, the City of Los Alamitos responsibilities, the Los Alamitos Community Foundation responsibilities, party responsibilities, insurance, and various other terms to be considered by the City Council.

The City of Los Alamitos entered into an agreement with the Los Alamitos Museum Association on July 28, 1975 with the purpose of collecting, preserving and exhibiting historical, cultural and other related materials in the community and to provide recreational programs in the fields of historical and cultural development for residents of the City and the County of Orange. Due to the basis of the organizations being established by the City to assist with funding the City's operations or providing service providing historical and cultural development to the community, it is recommended that the City Council cover the costs of insurance for the three organizations.

FISCAL IMPACT

The cost to establishing a City of Los Alamitos Foundation was approximately \$5,000. Funds raised by the Foundation goes directly to offset the expenses of the City of Los Alamitos to provide funding to enhance programs and services.

Staff support to the Los Alamitos Community Foundation, Los Alamitos Museum, and Los Alamitos Senior Club are all budgeted in the City's annual budget.

The cost to cover the insurance for all three organizations have been approved by the Budget Standing Committee and is under the purchasing authority of the City Manager.

- Attachment:
1. Los Alamitos Community Foundation MOU
 2. Los Alamitos Senior Club Agreement

City of Los Alamitos

MEMORANDUM OF UNDERSTANDING LOS ALAMITOS COMMUNITY FOUNDATION

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this 23 day of October, 2023 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation (“City”) and THE LOS ALAMITOS COMMUNITY FOUNDATION, a California nonprofit public benefit corporation (“Foundation”). City and Foundation are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties”.

RECITALS

WHEREAS, Foundation is a nonprofit organization with the public purpose, as stated in Article 3 of the Foundation’s Bylaws, to support the community of Los Alamitos; and

WHEREAS, Foundation provides financial support to City to enhance services beyond the capabilities of local tax revenues by, among other things, raising additional funds for City facilities, programs and services.

WHEREAS, the Parties understand and agree that Foundation is not an entity of the City, but that Foundation regularly interacts and cooperates with the City to supplement or organize community events, including without limitation Beverage Gardens and Fireworks Stands; and

WHEREAS, the Parties desire to enter into this Agreement to set forth and memorialize the responsibilities of both Parties when cooperating to fulfill the public purpose of Foundation.

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. Recitals; Term of Agreement.

1.1 **Recitals.** The recitals set forth above are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement.

1.2 **Term of Agreement.** This Agreement shall commence upon the Effective Date and shall continue in full force and effect until terminated by one or both of the Parties. Either Party may terminate the Agreement at any time, with or without cause, by giving the other Party no less than thirty (30) days advance written notice.

2. City's Responsibilities.

2.1 **Fee Waiver.** City shall waive all application fees, security deposits, rental fees,

equipment fees and any other fees related to the Foundation's reservation and use of City parks, the Los Alamitos Community Center and other City-owned buildings ("City Facilities") to conduct meetings, community programs and activities open to the public, and any special event permit application fees and traffic control fees under Los Alamitos Municipal Code Chapter 12.44.

2.2 Publishing Programs and Activities. Provided Foundation submits to the City a listing of Foundation programs and/or activities Foundation wishes to be published in City publications, such as social media, quarterly Recreation Brochure, and ENews and provided such information is submitted to the City with sufficient time for publication pursuant to the various production schedules provided to Foundation by City, City may publish, at no cost to Foundation or at shared cost with City in City's discretion, such listing of Foundation.

2.3 Staff Assistance and Equipment. City shall provide City staff assistance and City equipment for Foundation programs and activities, subject to the following conditions:

2.3.1 Foundation shall request in writing any use of City equipment or assistance by City staff for a Foundation program or activity at least thirty (30) days in advance.

2.3.2 City shall provide City staff assistance and City equipment to an extent that is reasonable in City's sole discretion. City represents that a reasonable amount of City staff assistance is not more than an average of approximately ten (10) staff person-hours per month (cumulative hours), but may be more or fewer hours under the particular circumstances.

2.3.3 City shall waive all costs for Foundation's use of equipment owned by the City. Any other equipment required shall be either purchased or rented by Foundation at its sole expense.

2.3.4 City may require Foundation to reimburse City for City staff costs on a program-by-program basis in the City's sole discretion. Notwithstanding the foregoing, part-time staff costs incurred by the City on the day of the Foundation program, activity or meeting shall always be fully reimbursed by Foundation. Staff costs shall be the actual costs incurred by the City, as determined by the current average rate including 5% in benefits, which is the same rate the City generally charges others for City staff costs.

3. Foundation's Responsibilities.

3.1 Identifying City as Co-Sponsor. Foundation shall include the words "Co-Sponsored by the City of Los Alamitos" on all flyers, programs, advertisements, and press releases for all programs and activities jointly sponsored by City and Foundation. All such flyers, programs, advertisements, and press releases are subject to City approval, and may not be distributed without City approval.

3.2 City Announcements. Foundation shall provide reasonable space and time at Foundation programs and activities for City to disperse information and/or make microphone announcements.

3.3 Requests for City Permits. Foundation shall provide requests for needed City resources, including use of City Facilities and City staff or equipment, a minimum of thirty (30) days in advance of the Foundation program or activity start date.

3.4 Set up/Take Down. Foundation shall provide assistance with cleaning or set up/take down for use of City Facilities or City equipment for Foundation programs, activities or meetings, at no cost to City. Foundation staff, volunteers, and agents shall remain present onsite and available to assist City staff with cleaning and take down of facilities until City staff determines the facilities are adequately clean.

3.5 Licenses and Permits. Except as otherwise provided in Section 2.1, Foundation shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of its duties and obligations under this Agreement, and for all Foundation programs, activities, and meetings.

3.6 Records. Foundation shall keep accurate records of costs incurred under this Agreement. Said records to be available to City upon request at reasonable times. FOUNDATION shall keep said records for not less than two (2) years.

3.7 Assumption of Risk. Foundation assumes all risk for loss, damage (excluding normal wear and tear), liability, injury, cost or expense that may arise during, or be caused in any way by its use or occupancy of the City Facilities.

3.8 Insurance. Foundation shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. The general aggregate limit shall be twice the required occurrence limit.

2. Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy.

Primary Coverage

For any claims related to this contract, the Foundation's insurance coverage shall be primary and non-contributory as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Foundation's Insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

The Foundation hereby grants to City a waiver of any right to subrogation which any insurer of said Foundation may acquire against the City by virtue of the payment of any loss under such insurance. Foundation agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. Any and all deductibles and SIRs shall be the sole responsibility of the Foundation who procured such insurance and shall not apply to the Indemnified Additional Insured Parties.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

The Foundation shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.

4. Party Representatives.

4.1. Representative of City. The City Manager is hereby designated as being the representative of the City for the purposes of this Agreement and is hereby authorized to act on behalf of the City with respect to the work, services, responsibilities, and obligations specified herein and make all decisions in connection herewith. The City Manager shall have the right to designate another person to act as City's representative by providing written notice to Foundation.

4.2. Representative of Foundation. The President of the Foundation is hereby designated as being the representative of the Foundation for the purposes of this Agreement, and is hereby authorized to act on behalf of the Foundation with respect to the work, services, responsibilities, and obligations specified herein and make all decisions in connection herewith.

4.3. Prohibition against Subcontracting or Assignment. FOUNDATION shall not contract with any other entity to perform in whole or in part its responsibilities or obligations hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

5. Miscellaneous.

5.1. Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Foundation, its agents or employees, perform the services or obligations required herein. Foundation shall perform all such services and obligations as an independent contractor consistent with that role. Foundation shall not at any time or in any manner represent that it or any of its agents or employees are agent or employees of City.

5.2. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Foundation, 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 Foundation or to its successor, or for breach of any obligation of the terms of this Agreement.

5.3. Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are directly or indirectly, interested, in violation of any State statute or regulation. The Foundation warrants that it is not paid or given and will not pay or give any third party any money or other consideration for obtaining the Agreement.

5.4. Non-employment status. It is understood and agreed by the Parties that the Foundation, while engaged in operation of the programs and activities described herein, is and shall act as an independent contractor and is not an officer, agent or employee of the City; and offices, employees and agents of the Foundation are not entitled to any of the benefits of City employees.

5.5. Notices. Unless otherwise notified in writing, notices shall be addressed as follows:

To City: City Manager

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

To Foundation:

President
Los Alamitos Community Foundation
3191 Katella Ave.
Los Alamitos, CA 90720

5.6. **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

5.7. **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.

5.8. **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.

5.9. **Waiver.** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

5.10. **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.

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:_____

Tanya Doby
Mayor

APPROVED AS TO FORM.

Woodruff & Smart, APC

ATTEST:

By:_____

Michael S. Daudt
City Attorney

By:_____

Windmera Quintanar, MMC
City Clerk

“Foundation”

Los Alamitos Community Foundation

By:_____

John Delavigne
President

CITY OF LOS ALAMITOS/LOS ALAMITOS SENIOR CLUB COMMUNITY CENTER USE AGREEMENT

This AGREEMENT ("Agreement") is entered into this 23rd day of October, 2023 between the CITY of LOS ALAMITOS (the "City") and the LOS ALAMITOS SENIORS ("Senior Club"). The City and Senior Club are sometimes hereinafter individually referred to as "Party" and collectively as "Parties."

RECITALS

- A. WHEREAS, it is the mission of both the City and Senior Club to provide recreational and social programs and services for the senior citizens of the community;
- B. WHEREAS, the City presently has a facility known as the Los Alamitos Community Center ("Community Center") located at 10911 Oak Street Los Alamitos, CA, 90720 which consists of various multi-purpose rooms, kitchens, meeting rooms, storage areas and office space;
- C. WHEREAS, the Parties desire to work cooperatively to utilize designated portions of the Community Center to provide recreational and social programs and services for the senior citizens in the community, pursuant to the terms and conditions of this Agreement and subject to all rules and restrictions relating to the use of the Community Center;
- D. WHEREAS, the Parties agree that the senior citizens served by the Community Center will benefit by a clear delineation of the Parties' respective functions and responsibilities; and
- E. WHEREAS, the Parties agree that the primary objective of the Agreement is to provide programs, services, activities and events that satisfy the needs and desires of senior citizens of the community.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. RECITALS; TERM OF AGREEMENT

- 1.1 The recitals set forth above are hereby incorporated within this Agreement.
- 1.2 This Agreement shall be in full force and effect from the date set forth above ("Effective Date") until terminated by one or both of the parties. The Agreement shall remain in effect from the Effective Date and will automatically renew each year until either party terminates the Agreement. Either Party may terminate the Agreement at any time, with or without cause, by giving the other party at least thirty (30) days written notice if with cause or ninety (90) days written notice if without cause. If termination is based on the City's right to terminate pursuant to Section 3 below, City may terminate the Agreement immediately.

2. SENIOR CLUB USE OF COMMUNITY CENTER

- 2.1 The City designates certain areas within the Community Center that may be used by Senior Club during designated days and times for designated activities (the "Regular Use Schedule"), as set forth in Exhibit "A".
- 2.2 Any request by Senior Club to use the Community Center outside the Regular Use Schedule will be reviewed on a case by case basis and will require City Recreation & Community Services staff approval.
- 2.3 The City reserves the right to cancel, change or postpone any Senior Club event falling within the Regular Use Schedule or otherwise approved by the City pursuant to subsection 2.2. However, every effort will be made to adhere to the Regular Use Schedule or relocate events to another room in the Community Center or other facility over which the City has control.

- 2.4 The City designates certain storage locations within Community Center ("Senior Club Storage Areas") for the use of the Senior Club, as set forth in Exhibit "B."

3. DISCRIMINATION, HARASSMENT, AND BEHAVIOR POLICIES

- 3.1 Senior Club understands that any unlawful discrimination (as described in this Section and in Sections 3.2 and 3.3 below and attachments to this Agreement referenced therein) against any person by Senior Club personnel in its use of the Community Center on the basis of race, color, national origin, disability, ancestry, religion, sex (including pregnancy, childbirth or related medical or mental condition), marital status, legally protected medical condition, veteran status, age, sexual orientation or other legally protected class or status will not be tolerated by the City and shall constitute a material breach of this Agreement.
- 3.2 Harassment for any discriminatory reason, such as race, color, sex, sexual orientation, pregnancy or related medical condition, age, physical or mental disability, national origin, marital status, religion or any other basis protected by state or federal laws is strictly prohibited at the Community Center. Senior Club, its officers, directors, agents, employees, members and volunteers are expected to avoid questionable or borderline conduct that could constitute harassment. Forms of harassment include, but are not limited to, the following:
- 3.2.1 Verbal: innuendoes, epithets, stereotyped characterizations, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;
- 3.2.2 Visual/Non-verbal: derogatory posters, cartoons or drawings; suggestive objects or pictures; derogatory written materials or commentaries; leering or obscene gestures;
- 3.2.3 Physical: unwanted physical contact including touching or interference with an individual's normal movement; and
- 3.2.4 Threatening retaliation as a result of a negative response to harassment.
- 3.3 Senior Club has the primary responsibility to ensure that its officers, directors, agents, employees, participants, members and volunteers comply with the Community Center's anti-harassment and anti-discrimination policies. Senior Club shall also work to uphold the Senior Club's and City's general behavior policies and guidelines as set forth in Exhibits "D" hereto and utilize these policies to foster positive relations between the City staff and members and volunteers of the Senior Club. In particular "the law provides a clear distinction between the rights of a business to refuse service based on conduct as opposed to personal characteristics and the misconduct of disruptive behavior of particular individuals may be grounds for refusing to do business with them or denying them services." Senior Club's failure to enforce these policies shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

4. CITY RESPONSIBILITIES

The City shall:

- 4.1 Provide staff direction, as available, for the primary setup for the rooms for authorized events or activities, as properly requested by the Senior Club pursuant to subsection 5.2.
- 4.2 Publish a "senior newsletter" on a Quarterly schedule. Space will be reserved, at no cost, for the Senior Club to list additional information and activities in the Los Alamitos Recreation and Community Services Recreation Brochure (space to be approved by **Director of Recreation & Community Services**). Any inserts will be at the sole cost of the Senior Club. Senior Club agrees to pay whatever additional expenses are required or associated with the addition of any inserts.

- 4.3 Pay for utility cost, and maintenance cost, incurred through the operation of the rooms utilized by Senior Club, except for any damage caused or contributed by Senior Club or any guest or invitee of Senior Club. Senior Club agrees to pay whatever expenses are required to restore the Community Center, or any property of such facility, or any part of the rented facility, to the same condition as prior to when Senior Club utilized the facility.
- 4.4 Assist with producing flyers on an as needed basis
- 4.5 Provide access to copy machine through staff request and discretion.
- 4.6 Assist with purchasing replacement equipment and supplies as needed and requested utilizing Senior Club funds.
- 4.7 Assist in submitting tax filings on behalf of Club given all financial materials are provided by Senior Club.

5. SENIOR CLUB RESPONSIBILITIES

Senior Club shall:

- 5.1 Senior Club has the authority to control admission of participants to Senior Club events and to control the behavior of participants at Senior Club events. Senior Club may limit admission of participants to Senior Club events to individuals who are members of the Los Alamitos Senior Club. Senior Club has the authority to implement disciplinary actions against individuals, up to and including permanent removal from Senior Club programs. Senior Club, however, must comply with the requirements of Section 3 of this Agreement and in all respects comply with all applicable laws, rules and regulations. All members and guests shall sign a release, waiver and assumption of risk waiver form indemnifying and holding the City and the Senior Club harmless.
- 5.2 Provide all necessary office supplies including table covers for all tables used for Senior Club activities, programs, events, etc.
- 5.3 Notify the City of any setup needs at least fourteen (14) days in advance of a scheduled event or activity. Setup diagrams shall be provided to the Recreation Staff no later than seven (7) days in advance of any room usage.
- 5.4 Not admit to any Community Center room a larger number of persons than the room will safely accommodate.
- 5.5 Provide all necessary gaming supplies for table and card games including but not limited to cards, shufflers, score cards, etc.
- 5.6 Provide and adequately supervise senior citizen programs and services, as described in Exhibit "C" hereto.
- 5.7 Maintain daily attendance records/sign-in sheets with liability waiver for all activities and submit sign-in sheets to file in Community Center for record keeping.
- 5.8 Collect fares or fees, pay invoices, and provide supplies and communicate to users or members regarding any services offered by the Senior Club as outlined in this Agreement, including but not limited to travel services and bingo.
- 5.9 Maintain an active nonprofit 501 (c)(3) status with the Internal Revenue Service and provide the City with proof of the following documentation:

- 5.9.1 Nonprofit 501 (c)(3) Letter of Determination.
- 5.9.2 Annual filing with the Office of the California Attorney General.
- 5.9.3 Biennially filing with the California Secretary of State.
- 5.9.4 Annual City of Los Alamitos bingo permit.
- 5.10 Be responsible for providing volunteers for the production of programs, services, and activities for all Senior Club related functions.
- 5.11 Agree to abide by all the City policies, rules and regulations for use of the Community Center.
- 5.12 Obtain authorization from City staff before posting signs upon the exterior or interior walls of the Community Center or other City facilities.
- 5.13 Keep those portions of the Community Center used pursuant to this Agreement within occupancy limits. Hallways, emergency exits and walkways shall be clear and free of tables, chairs, equipment, rubbish and litter. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted to remain within the Community Center and Senior Club shall prevent any accumulation thereof from occurring.
- 5.14 As needed, meet with the City to discuss any problems or matters under this Agreement.
- 5.15 Provide the City with list of volunteers who are overseeing said programs and activities on the behalf of the Senior Club.
- 5.16 Not use or permit the Community Center to be used in any manner which creates a nuisance or that causes a violation of the City's noise ordinance outside the Community Center, or in violation of the Community Center's operating policies and procedures, including, without limitation, live, recorded, or broadcast entertainment or the use of loudspeakers or sounds or light apparatus other than as may be required by law or necessary or advisable for safety purposes.
- 5.17 Notify the City of any facility damage, needed repairs, injuries or accidents, vandalism, and suspicious activity.
- 5.18 Follow the City's procedure for storage of food items in order for the City to adhere to the County Health Code requirements.

6. ASSUMPTION OF RISK AND INSURANCE

- 6.1 Assumption of Risk: Senior Club assumes all risk for loss, damage (excluding normal wear and tear), liability, injury, cost or expense that may arise during, or be caused in any way by its use or occupancy of the Community Center.
- 6.2 Insurance
Senior Club shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL)** on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. The general aggregate limit shall be twice the required occurrence limit.

2. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy.

Primary Coverage

For any claims related to this contract, the **Senior Club's insurance coverage shall be primary and non-contributory** as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Senior Club's Insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

The Senior Club hereby grants to City a waiver of any right to subrogation which any insurer of said Senior Club may acquire against the City by virtue of the payment of any loss under such insurance. Senior Club agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. Any and all deductibles and SIRs shall be the sole responsibility of the Senior Club who procured such insurance and shall not apply to the Indemnified Additional Insured Parties.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

The Senior Club shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.

7. LEGAL RELATIONS AND RESPONSIBILITIES

- 7.1 Nature of Relationship: This Agreement does not create any agency, partnership, joint venture, landlord-tenant or employment relationship between the City and Senior Club.
- 7.2 The City's Reservations: Although Senior Club has the authority to control its events and the individuals that attend such events, the City does not relinquish custody or control of City facilities and does hereby specifically retain the right to enact, modify or enforce any and all appropriate laws, rules, and regulations applicable to the Community Center. Representatives of the City may enter any area of the Community Center and facilities at any time and on any occasion without notice or any other restrictions whatsoever.
- 7.3 Compliance with Laws: Senior Club shall keep itself fully informed of all existing and future laws and regulations which in any manner affect the activities of Senior Club under this Agreement, or the use of

the Community Center by Senior Club. Senior Club shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.

- 7.4 Assignment: This Agreement is personal to Senior Club and any assignment, voluntarily or by operation of law, shall automatically terminate this Agreement.

8. MISCELLANEOUS PROVISIONS

- 8.1 Notices: Any notice or payment may be given by personal delivery to the Senior Club President or by depositing the same in the mail as follows:

If to the City: CITY OF LOS ALAMITOS
10911 Oak Street
Los Alamitos, CA 90720
Attn: Director of Recreation and Community Services

If to Senior Club: LOS ALAMITOS SENIOR CLUB
10911 Oak Street
Los Alamitos, CA 90720
Attn: Senior Club President

- 8.2 Warranty of Authority: Each officer of the City and Senior Club signing this Agreement warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions therein.
- 8.3 The City's Liability on Termination: Senior Club hereby waives any monetary damages or claim for damages that may be caused by any action of the City pertaining to this Agreement or in terminating this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF LOS ALAMITOS

By: _____
Chet Simmons
City Manager

Attest: _____
Windmera Quintanar, MMC
City Clerk

LOS ALAMITOS SENIORS

By: _____
Teri Nugent
President

By: _____
Margaret Perham
Secretary

Approves as to form:

By: _____
Michael Daudt
City Attorney

Exhibit "A"

Regular Use Schedule

The City designates the following rooms within the Community Center that may be used by Senior Club during the designated times. All times listed below include thirty (30) minutes for set-up and clean-up (game and activity supplies). City is responsible for setup of tables and chairs.

A. Medium Activity Room

Thursdays	9:00 a.m. - 3:30 p.m.	Bingo
Wednesdays	1:00 p.m. – 3:30 p.m.	Social Hour

Exhibit “B”

The following is a list of the storage cabinets located at the Los Alamitos Community Center for the Senior Club’s supplies and equipment:

Senior Club Storage Areas

- a. Medium Activity Room Table Closet– 2 Designated cabinets
- b. Medium Activity Room Kitchen – Designated cupboards

Exhibit “C”

SENIOR CLUB PROGRAM AND SERVICES

The following are a list of programs and services the Senior Club shall provide:

- 1) Travel Program:
 - a. Select, reserve and coordinate trips to and from the Community Center.
 - b. Register, accept payment, and refund participants.
- 2) Bingo:
 - a. Offer Bingo callers, bingo console, supplies, board, cards and miscellaneous equipment.
- 3) Card Games
- 4) Entertainment
- 5) Holiday Activities
- 6) Holiday Luncheons
- 7) Monthly Senior Club Board Meetings
- 8) Club Sponsored VSP Lunches
- 9) Birthday Celebrations
- 10) Educational Presentations
- 11) Variety of Hot and Cold Beverages For Bingo

Exhibit “D”

LOS ALAMITOS SENIOR CLUB RULES OF CONDUCT FOR ALL CLUB ACTIVITIES LOS ALAMITOS SENIOR CLUB HARASSMENT & DISCRIMINATION POLICY

Los Alamitos Senior Club Rules of Conduct for all Club Activities

Etiquette:

Much of the popularity of activities sponsored by the Los Alamitos Senior Club is attributed to the high standards of etiquette, which are observed by all participants. Participants should maintain at all times a courteous attitude toward partners and/or opponents. A participant should carefully avoid remark or action that might cause annoyance or embarrassment to another participant that might interfere with any participant enjoying the activity. Participants who fail to uphold these standards should be reported to the chairperson of the function. This policy strives to promote a friendly atmosphere while eliminating unacceptable behavior pursuant to the By-Laws of the Senior Club i.e. Article 11, Section 2.

All Activity Policy Violations;

- Badgering, rudeness, insinuations, or intimidation
- Negative comments
- Loud and disruptive arguing with anyone
- Excessive talking that disturbs participants

If the chairperson agrees that you are in violation, you will be asked to cease the behavior. If you refuse to comply, you will be asked to leave the activity, however participant may return another day.

If the behavior or disturbance persists, the club president will be informed and he or she will investigate to determine if any action is required. Investigation includes speaking with the alleged offender in a private setting, and gathering information from room hosts, volunteers or witnesses. If disciplinary action is required, it should be of a progressive nature starting with a verbal warning followed by written warning(s), suspensions of increasing length, and ending in permanent removal from the Los Alamitos Senior Club activities. All phases of discipline should be treated in a confidential manner. In severe circumstances, steps in the progressive discipline steps may be bypassed. If the behavior has not improved after the remedy has been imposed then Law Enforcement may be summoned.

Los Alamitos Senior Citizens Club Harassment and Discrimination Policy

Harassment and discrimination pertaining to sex, sexual orientation, race, color, ancestry, religion, national origin, disability, medical condition, age, marital status or any other protected class under State and Federal law is strictly forbidden and will not be tolerated by the Los Alamitos Senior Club.

Examples of what may constitute prohibited harassment include, but are not limited to, the following:

1. Kidding or joking about membership in one of the protected classifications;
2. Assault, impeding or blocking movement or any physical interference with normal movement;
3. Cartoons, posters, and other materials referring to membership in one of the protected classifications;
4. Threats, hand gestures, badgering, rudeness, insinuations, or intimidation;
5. Degrading words or offensive terms based on the individual's membership in one of the protected classifications;
6. Prolonged staring or leering at a person;

This policy applies to all officers, members and non-members.

If you feel you are a victim of harassment or discrimination, please notify The Senior Club President or a Senior Club Board Member. After a complaint has been filed, the Senior Club will investigate the matter and attempt to remedy the situation in a timely manner. If the person making the complaint is not satisfied with the remedy of the Senior Club, the Senior Club President, or designee, will prepare a report of the complaint and submit it to the City of Los Alamitos Director of Parks and Recreation. The Director, or designee, will investigate the complaint further and work with the Senior Club Board of Directors to insure appropriate actions have occurred which are consistent with the law, Rules of Conduct, and Bylaws of the Los Alamitos Senior Club.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 12E

To: Mayor Tanya Doby & Members of the City Council

Presented By: Emeline Noda, Director of Recreation & Community Services

Subject: Senior Services Master Plan

SUMMARY

This item for Council consideration is the concept of a Senior Services Master Plan to serve as a framework for future programming and infrastructure needs to serve the older adult community in Los Alamitos for the next 20 years.

RECOMMENDATION

1. Discuss the need and desire for a Senior Services Master Plan; and,
2. Provide direction to Staff.
3. Consider appropriating funds out of General Fund Reserves.

BACKGROUND

On trend with most other cities in Orange County, the older adult population in Los Alamitos continues to grow with an estimated 34.2% of residents aged 50. As this younger senior population continues to age into their retirement years and edge closer to Medicare age of 65, the need for programming to fit their unique needs becomes more challenging. As the senior population of ages 50+ continue to live longer, the Recreation & Community Services Department continuously evaluates and researches trends to program for the ages of 50 to 100 years old. Due to the vast range of ages in this population, a Senior Services Master Plan can provide a framework to develop programming for the next 20+ years to address multiple activity levels among this cohort.

DISCUSSION

The difference in wants, needs and interest from a 50-year-old to an 80-year-old is dramatic, set apart by three decades. This generational divide along with a notable increase in volume of older adults seeking age-specific programming at the Los Alamitos Community Center has been observed by staff in recent years. The challenge is to provide information, resources and programming to such a large age distribution of older adults. A Senior Services Master Plan would provide a road map and model for staff to follow in future programming needs for older adults in Los Alamitos.

In early 2022, Staff completed a sample survey of older adults in the Los Alamitos community, mostly receiving feedback from participants in current programming. Respondents ranged in

age, with 41% ages 75-89, 36% ages 65-74 and 19% ages 50-64. Data collected from a sample of 100+ respondents indicated a wide variety of programming needs, from health-related workshops and presentations to special interest classes and social gatherings. Responses ranged in feedback from wine tasting and museum visits to the need for a congregate meal program, balance classes or assistance with resume writing for re-entry into the workforce.

A Senior Services Master Plan would create a model for planning and implementing senior services programs catered to the wants and needs of the older adult population in the City of Los Alamitos. Additionally, the Plan would serve as a guideline for programming and infrastructure needs for decades to come. One of the first in Orange County, such a Plan would set the groundwork for the City of Los Alamitos to be at the forefront of municipal senior services programming.

Staff has identified a potential educational research-based partnership with the Gerontology Departments at California State University Fullerton and California State University Long Beach, both institutions leading the County into a forward-thinking approach to healthy and successful aging. Along with the assistance from a consulting firm, Staff would work to research best practices, survey and outreach to older adults in Los Alamitos and the surrounding communities, and develop a Senior Services Master Plan with an estimated timeline of six months to one year goal. Outreach would focus not only on current participants but those who are not current participants and address seniors who may be in isolation.

FISCAL IMPACT

Development of a Senior Services Master Plan is unfunded. The initial estimated costs of bringing on a consultant to work with staff on outreach, research, and developing and writing a plan ranges from approximately \$60,000 to \$70,000 over a six to twelve-month period. The funding is available within the General Fund Reserves. It is requested that City Council appropriate these funds out of General Fund Reserves.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 12F

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Staffing Recommendations

SUMMARY

This item proposes the conversion of three part-time Community Services Coordinators to full-time Recreation Coordinators in the Recreation & Community Services Department and a new full-time Department Secretary for Administration at Mid-Year. If the proposed plan of conversion from part-time to full-time occurs at Mid-Year, the fiscal impact to the Recreation & Community Services Department will be \$67,054. Annually, the fiscal impact will be approximately \$134,108. The cost for the Department Secretary for Administration will be at Mid-Year is \$58,047 and the annual fiscal impact is \$116,095.

RECOMMENDATION

Review and discuss the proposal of converting three part-time Community Services Coordinators to full-time Coordinators and adding a new Department Secretary for Administration at Mid-Year.

BACKGROUND

The Recreation & Community Services Department has seen continued growth in programs, services, and events in the last three years. The community has historically supported Recreation & Community Services offerings each year. The Department has observed a great response to new offerings since COVID-19, with families and individuals of all ages continuously seeking ways to engage with their community, with a high demand for service and well-attended community events.

The Administration Department is in need of an additional Department Secretary due to growing workload and projects.

DISCUSSION

Each of the three part-time Community Services Coordinators work an average of 28 hours per week in the areas of:

1. Senior Services
2. Events and Aquatics
3. Youth and Adult Sports

There is a growing need in each of these areas to dedicate increased hours to accommodate

and support the various programs or events.

- Additional duties assigned include Senior Transportation Program (recently approved by City Council), expanded Senior Club support, expanded senior educational programs and classes with the development of a Senior Services Master Plan.
- Additional duties assigned include year-round Aquatics program, expanded Aquatics programs and classes for expanded age groups.
- Additional duties assigned include year-round Youth Sports programs, Table Tennis Acquisition, pop up Pickleball, and adaptive sports partnerships with the Los Alamitos Unified School District.

As part of this conversion, the Department will accomplish the goals of staff retention, maintain a cohesive team, and continue with external community relationships vital to these roles (i.e. Aquatics and Los Alamitos Unified School District personnel), and reduce the need to recruit and train new individuals.

The Administration Department requires an additional Department Secretary due to growing workload and demands. The City Manager has been without an administrative assistant since August 2021. This position will primarily provide administrative support for the City Manager, and be used for creative writing and video promotions. The Finance Department and City Clerk will also receive administrative support from this new position.

FISCAL IMPACT

If the proposed plan of conversion from part-time to full-time occurs at Mid-Year, the fiscal impact to the Recreation & Community Services Department will be \$67,054. Annually, the fiscal impact will be approximately \$134,108. Since returning to normal programming after COVID-19, the Recreation & Community Services Department has seen increased revenue in program attendance and Department sponsorships to cover the amount of this budget adjustment.

The cost for the Department Secretary for Administration will be \$58,047 at mid-year and the annual fiscal impact is \$116,095.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 12G

To: Mayor Tanya Doby & Members of the City Council

**Presented By: Irving Montenegro Jr., Manager
Ron Noda, Development Services Director**

Subject: Consideration to Implement "Revive Los Alamitos"

SUMMARY

A discussion concerning the implementation of an Economic Development program intended to financially assist Los Alamitos-based businesses and commercial establishments by investing in their property through various methods.

RECOMMENDATION

1. Review and discuss the program structure and criteria; and,
2. Provide feedback; and,
3. Approve funding for the program at a cost of \$105,000.

BACKGROUND

The goal of the City's Economic Development Department is to make Los Alamitos attractive to current and future business owners and patrons. There are many objectives in making this goal come to fruition, including making the process of obtaining a business license more efficient and streamlined, keeping the City safe, and making Los Alamitos more attractive for people to want to shop, eat, play, and support local. "Revive Los Alamitos" is one of the Economic Development objectives aimed at beautifying the commercial store fronts in Los Alamitos and also assisting the home-based businesses by improving their technological infrastructure so they are able to conduct business in the modern world.

DISCUSSION

The Economic Development Division is seeking alternative ways to attract and assist local home-based businesses with programs offered by Small Business Development Centers (SBDC) through micro grants and training focused on innovative ways to improve marketing strategies, client attraction, inexpensive systems, and tools for business operation, among others. Most recently, the City's Celebrate Los Al event included the inaugural Pine strEATs grant program which solicited Los Alamitos based restaurants and home-based food services to participate in the event by offering a grant of up to \$5,000 to cover all event related expenses associated with supplies, food items, and personnel hours. This program attracted 14 Los Alamitos restaurants ranging across a variety of culinary crafts and dining options. The feedback on the event from both the restaurants and attendees has been an overwhelming

success.

The focus will now shift back to brick-and-mortar businesses and commercial establishments in the City of Los Alamitos. The objectives of this program are for interested businesses to invest in their property, make improvements to their façade, address outdated repairs, renovate worn structures, utilize landscaping as ways to freshen the aesthetics for greater shopping experience and customer appeal.

Program Criteria

The program criteria include:

- Establishment as a business and commercial property within the City of Los Alamitos.
- Independent contractors are not eligible.
- City Staff and Elected Officials are not eligible.
- Fees paid to outside agencies are not eligible (i.e., schools, county, districts).
- Must present direct nexus between permitted work and receipts for local purchases.
- Free of any building and code violations.
- Program expiration is set for one calendar year from the launch date.
- Eligible Improvements

The program is eligible for the following improvements and applicants will be responsible for selecting a contractor, acquiring all necessary City permits, while maintaining high construction standards and City policy and procedures:

- Exterior paint
- Windows
- Doors
- Signage
- Landscaping
- Irrigation
- Awnings
- Canopies/pergolas
- Exterior facade treatments and additions
- Block wall/fencing
- Program Procedures

The program procedures are designed to be easy but methodical as the City will cover up to 50% of the projected costs for improvement. Thus, auditing will be critical in ensuring that the work done is met through the expected timeline. The chart below explains the step-by-step process with City Staff guidance along the way:

Marketing Plan

The following marketing strategy will be used to help educate and solicit interest from applicable businesses in the City:

- City website
- Email blast
- Social media
- Recreation brochure
- Citywide mailers
- Local newspapers
- Posters at various locations
- Pop-up banners and street banners

FISCAL IMPACT

The budget allocation for this program is proposed to come out of the Economic Development Division, Fund 57 (57-560-5002), for this fiscal year 2023/2024. Each eligible business will have a maximum rebate of \$15,000 worth of improvements with 50% reimbursement for City approved project expenses. This is intended to make it equitable and available for multiple businesses to participate in the program. Applications will be received on a first come, first serve basis. The marketing costs are intended to help promote the program citywide through the period of the grant program. Staff will have full discretion on any projects that are subject to the program's vision.

Marketing Costs	\$5,000
Program Expenses	\$100,000
Total	\$105,000

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 12H

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Community Center Roof Project

SUMMARY

The roof of the Community Center building has incurred significant damage from storms in the beginning of 2023. This item recommends actions to begin facilitating the repairs of the roof and damaged infrastructure.

RECOMMENDATION

1. Carryover the \$500,000 for the Community Center Roof Project approved by Council at the March 20, 2023, Council Meeting; and,
2. Appropriate an additional \$1,290,952 from the General fund for the Community Center Roof Project; and,
3. Authorize the City Manager to execute a construction contract for the Community Center Roof Project, in a form to be approved by the City Attorney, in amount not to exceed \$1,790,952.

BACKGROUND

During the winter storms that occurred at the beginning of the year, the Community Center roof experienced a significant amount of damage as a result of leakage throughout the building. The areas affected by the leaks consist of: the flat roof section located in the northwest portion of the building which includes the kitchen, the craft room, activity rooms 2 and 3, several storage closets, and the flat roof section located in the south portion of the building which includes staff office space and the front lobby. This project will also include the repair of the water-damaged infrastructure located throughout the Community Center, which includes but not limited to drywall damage, electrical damage, and damage to the interior paint.

DISCUSSION

Earlier this year, the City Council adopted a resolution allowing for the City to suspend its normal procurement rules in order to facilitate the repair and reconstruction of the Community Center Roof that was damaged during the recent storms. This action allowed staff to deviate from the standard process for awarding contracts for the improvement of public buildings that can take up to 8 months to complete, as it includes the development of a project scope and detailed plans, the Council's approval of plans for the project, advertizing of the project and solicitation for bids, review of those bids, and the Council's award of the contract.

Since the Council took this action, staff has been hard at work not only developing the specification for the project, but also soliciting bids from various contractors. This included over 10 site walks with various contractors to understand the scope of the projects and the difficulties involved with the repairs given the age and style of construction that is currently in place. During these inspections, it became clear that the damage would not be remedied with a simple patching job and would require the reconstruction of the whole roof and some of the other facility supporting systems.

As stated from the beginning of the project, it has always been the City's intention to complete this project in such a manner that it would not disrupt the operations within the Community Center or displace any of the many user groups, such as the Senior Club. Fortunately, the damage was contained to certain areas, which allowed staff and the engineering team to continue their work of developing a plan for the entire repair, while not disturbing any of these groups.

As previously reported, the complexity of the project and the need to provide warranties for the completed work complicated the solicitation of bids. Ultimately, out of the several contractors that were contacted, three submitted quotes. These are outlined below:

Company	Quote	Contingency (20%)	Engineering Costs	Total
KYA Group	\$1,367,460	\$273,492	\$150,000	\$1,790,952
ADCO	\$1,434,000	\$286,800	\$150,000	\$1,870,800
Best Contracting Services	\$1,973,461	\$394,693	\$150,000	\$2,518,154

It is recommended by staff that the City Council authorize the City Manager to enter into a construction contract with the KYA Group for the Community Center Roofing Project due to it being the lowest, most responsible quote received.

The Roofing Project consists of repairing damaged infrastructure, including but not limited to:

- Remove, dispose of existing roof tiles and underlayment and replace them with new roofing materials.
- Furnish and install new rain gutters.
- Furnish and install fascia boards.
- Replace the drain pipe systems.
- Remove and replace exterior shade structures.
- Replace interior ceiling panels.
- Remove and replace damaged interior walls.
- Inspect and repair interior electrical outlets.
- Replace existing interior lighting fixtures.
- Paint the Community Center interior rooms.

The tentative work schedule is below:

Date	Tasks
November 6, 2023 to December 1, 2023	Mobilization & Procurement
December 4, 2023 to January 19, 2024	Exterior Construction
January 22, 2024 to March 1, 2024	Interior Construction
March 4, 2024 to March 15, 2024	Punchlist Items
March 18, 2024 to March 29, 2024	De-mobilization
March 29, 2024	End of Construction

The goal during the assessment process of not disrupting services offered at the Community Center will still be a priority during construction and this has been expressed to the vendor. They have agreed to extend their normal working days to six days a week and to extend working hours into the night, during the interior work, to minimize disruption to the public and staff working inside the Community Center.

FISCAL IMPACT

Council appropriated \$500,000 at the March, 2023 meeting. An additional \$1,290,952 is requested for a total amount of \$1,790,952. The City's General Fund will fund this project with the anticipation of receiving a State Disaster Relief Grant that has been submitted in line with the Governor's State of Emergency Declaration due to severe winter storms.

Attachment: 1. Los AI - Emergency Roof Repair Specs Signed 4_20_2023

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**COMMUNITY CENTER ROOF REPAIR
LOCATED AT
10911 OAK STREET
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
CIP 22/23**

APRIL 2023

NOTICE TO THE BIDDERS:

- 1. Contract bid documents: \$15 at counter or \$25 if purchased by mail (Prepaid amount/non-refundable).**
- 2. Bid bond required – 10% of bid amount to be submitted with bid.**
- 3. Bids must be received by 11:00 a.m. on the _____**

This page is intentionally left blank.

CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
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



George B. Saba, P. E.
RCE - 54563

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

This page is intentionally left blank.

TABLE OF CONTENTS
COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

NOTICE INVITING SEALED BIDS..... A

INSTRUCTIONS TO BIDDERSB

PROPOSAL INFORMATION AND DOCUMENTSC

CONTRACT INFORMATION AND DOCUMENTS..... D

STANDARD SPECIFICATIONSE

SPECIAL PROVISIONS F

SPECIAL PROVISIONS - ATTACHMENTS..... G

This page is intentionally left blank.

SECTION A

**COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

This page is intentionally left blank.

NOTICE INVITING SEALED BIDS

COMMUNITY CENTER ROOF REPAIR SPECIFICATION NO. CIP 22/23 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 _____. The bids will be publicly opened and read at 11:00 a.m. on the _____, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to replace portions of the roof of the Los Alamitos Community Center, including but not limited to rough carpentry, concrete roof tiles, modified bituminous membrane roofing, and sheet metal flashing and trim. In addition, City proposes to paint the interior walls and ceilings and replace existing lighting fixtures with LED fixtures.

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, B, or C-39 contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

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

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

“SEALED BID FOR COMMUNITY CENTER ROOF REPAIR SPECIFICATION NO. CIP 22/23

DO NOT OPEN WITH REGULAR MAIL”

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 11:00 a.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of

the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

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

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

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

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

If you have any questions, please contact Chris Kelley, PE at (562) 321-1204.

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

SECTION B

COMMUNITY CENTER ROOF REPAIR SPECIFICATION NO. CIP 22/23 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS

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 **40 CALENDAR DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Chris Kelley, PE , City of Los Alamitos, at (562)-321-1204

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.

Bidder shall submit an itemized list of all applicable items to support the **Bid Schedule Total**.

SECTION C

**COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL INFORMATION AND DOCUMENTS

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

BID PROPOSAL

COMMUNITY CENTER ROOF REPAIR SPECIFICATION NO. CIP 22/23 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

BID SCHEDULE

COMMUNITY CENTER ROOF REPAIR SPECIFICATION NO. CIP 22/23 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

BID SCHEDULE (Continued)**COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23****IN THE CITY OF LOS ALAMITOS, CALIFORNIA****BID SCHEDULE A**

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Remove and Dispose of Existing Roof Tiles and Repair (Roof B-1, B-3, B-4, C-1, D, and E) (Angled Roofs)	1	LS	\$	\$
2	Remove and Dispose of Existing Roof Tiles and Repair (Roof B-2, C-2) (Flat Roofs)	1	LS		
3	Furnish and Install Fascia Board	100	LF		
4	Furnish and Install Rigid Insulation	2250	SF		
5	Furnish and Install Roof Gutters	300	SF		
6	Replace Ceiling Panels	500	SF		
7	Replace Drain Pipe System	1	LS		
8	Replace Drain to Existing Outlet	1	LS		
9	Add Interior Ceiling Paneling to Bottom of Truss Joist Ceiling (B-1, C-1, and D); Demonstrate Structural Integrity of Existing Truss Joist Due to Additional Loading From Ceiling Wood Paneling	8500	SF		
10	Remove and Replace Shade Structures (Existing Concrete Columns to Remain)	3	EA		
11A	In Truss Joist Ceiling Rooms (B-1, C-1, and D), Inspect All Interior Walls for Water Damage and Repair (0-400 SF	400	SF		
11B	In Truss Joist Ceiling Rooms (B-1, C-1, and D), Inspect All Interior Walls for Water Damage and Repair (>400 SF)	500	SF		
12	Paint Community Center Interior Rooms With City Approved Paint Color and Texture, Rooms (B-1, C-1, and D)	1	LS		
13	In Truss Joist Ceiling Rooms (B-1, C-1, and D), Replace Existing Lighting and Lighting Appurtenances, Per City Approved Lighting Detail. Contractor to Submit Engineered Lighting Calculations and Plan for City Review	1	LS		
Total - Schedule A					

Bid Schedule Total (Schedule A) \$ _____

Bid Schedule Total (Schedule A) (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 specifications.

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

(Company Name of Bidder)

(Date)

BID BOND

**COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
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 _____, 2023.

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....., 2023.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

**COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
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

**COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23**

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 _____, 2023, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

COMMUNITY CENTER ROOF REPAIR SPECIFICATION NO. CIP 22/23 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

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

Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

COMMUNITY CENTER ROOF REPAIR SPECIFICATION NO. CIP 22/23

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

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

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

SECTION D

**COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT AGREEMENT

PAYMENT BOND

FAITHFUL PERFORMANCE BOND

MAINTENANCE BOND

NON-COLLUSION AFFIDAVIT

WORKER'S COMPENSATION INSURANCE CERTIFICATE

INSURANCE ENDORSEMENT

STATEMENT RE INSURANCE COVERAGE

STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

COMMUNITY CENTER ROOF REPAIR SPECIFICATION NO. CIP 22/23 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS COMMUNITY CENTER ROOF REPAIR, SPECIFICATION NO. CIP 22/23 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ___ day of Month, 2023 (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the COMMUNITY CENTER ROOF REPAIR NO. CIP 22/23, 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 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: Dave Hunt

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, 2023 (*Council Action Date Here*)

CONTRACTOR: Contractor’s Business Name

Contractor’s Sign Name, Title

Contractor’s License No. XXXXXX

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

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

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

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

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

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

Surety* _____

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

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

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: COMMUNITY CENTER ROOF REPAIR, SPECIFICATION NO. CIP 22/23 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__

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

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

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

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND
COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

SURETY*

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

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

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

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

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

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

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

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____ Contractor's Business Name .

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

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

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

COMMUNITY CENTER ROOF REPAIR SPECIFICATION NO. CIP 22/23 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor,** except in any of the following cases:

(1)The person is particularly exempted from this chapter.

(2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E

COMMUNITY CENTER ROOF REPAIR SPECIFICATION NO. CIP 22/23 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATION

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.

Architecture Standards shall conform to Construction Specifications Institute (“CSI”).

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
CBC	California Building Code
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:

2-1.1 COMMUNITY CENTER ROOF REPAIR

Furnish all labor, materials, tools, and equipment for the repair of sloped roofs and flat roof. The work includes removing, salvaging, and re-installing existing roof tiles, installing new roof tiles, installing plywood, repairing fascia board, repairing wood decks, painting surfaces, incidentals, and all other work as specified in the specifications and details to for the repair of roofs complete in place.

2-1.2 COMMUNITY CENTER HALLS INTERIOR PAINTING

Furnish all labor, materials, tools, and equipment for painting the interior of the community center event halls. The work includes surface preparation, applying paint per manufacturers specifications and all other work as specified in the specifications and details to for interior painting.

2-1.3 LIGHTING COMMUNITY CENTER HALLS INTERIOR PAINTING

Furnish all labor, materials, tools, and equipment for replacing light fixtures of the community center event halls. The work includes removal of existing fixtures and installing a new LED light fixtures per manufacturer specifications and applicable local codes.

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.

3-12 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.

3-12.3 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.

3-13 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 twenty years after the date of recordation of the Notice of Completion. Within this twenty-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.

4-6 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 4 – 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 attorney's fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

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

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

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

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

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this

Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

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

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

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

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

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

5-4.3 WORKERS' COMPENSATION INSURANCE

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

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

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

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

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

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

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

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

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

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

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

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

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

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

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement.

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

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

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

5-7 SAFETY

Add the following:

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION, SCHEDULE, AND COMMENCEMENT OF WORK

Add the following:

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

6-2 PROSECUTION OF WORK

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

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsections:

6-3.3 WORKING DAY

Add the following:

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

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

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at

the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work, and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-4.4 WRITTEN NOTICE AND REPORT

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

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

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed

that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-9 LIQUIDATED DAMAGES

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

6-9 FORFEITURE DUE TO DELAY

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

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

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

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

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

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

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

6-12 DISPUTES AND CLAIMS

6-12.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any “decision” purportedly made pursuant to this Subsection 6-12 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-12.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency’s staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the Contractor’s request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor’s request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty-eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer’s decision on the dispute or claim shall be the Agency’s final decision.

6-12.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract, except for claims that have been released by execution of the “Release on Contract” as provided in Subsection 9-4, shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the “State Contract Act” shall be construed to mean “applicable law” and “Public Agency”, or “Department” shall be construed to mean “Agency” as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-13 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 2-9 "Changed Conditions" and Subsection 6-3.2 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

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.

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, 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.

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 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.

600 ACCESS

600-1 General

Add the following:

The Contractor shall not impede daily activities and operations of the community center. Contractor shall coordinate all stages of construction with the Community Center Director. A staging plan shall be submitted showing proposed locations for storage of material and equipment. The plan is a required submittal for review at the pre-construction meeting.

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

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

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

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

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

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

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

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

CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.

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

SECTION E

STANDARD SPECIFICATIONS COMMUNITY CENTER ROOF REPAIR SPECIFICATION NO. CIP 22/23 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.

Architecture components shall conform to the Construction Specifications Institute (“CSI”) standards and American Society for Testing and Materials (“ASTM”)

SECTION F
SPECIAL PROVISIONS
COMMUNITY CENTER ROOF REPAIR
SPECIFICATION NO. CIP 22/23
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Bid Items listed below correspond to the Bid Schedule in Section C

Item No. 1– Remove and Dispose of Existing Angled Roof Tiles and Repair (Roof B-1, B-3, B-4, C-1, D, E per Appendix A – Roof Location Map)

Disposal and recycling of removed material shall be included in this item of work.

Contractor shall coordinate construction with the Community Center Director to minimize disruptions to the Center's operations. Contractor shall not perform any roof repairs until the rooms underneath have been vacated. It is the responsibility of the contractor to ensure acoustic ceiling tiles are protected from damage during construction.

Contractor shall provide detailed schedule showing construction start and finish dates at each building where space below will be closed to the public and city staff.

Contractor must inspect the complete area where repairs will be performed. All measurements and dimensions must be confirmed by the contractor.

Contractor shall remove the existing roof tiles in the entire area of the building (B-1, B-3, B-4, C-1, D and E).

Due to the large area of roof tiles to be removed, the contractor shall install a plastic cover at the end of each day of work to prevent the entry of dust, insects and bats by night while the repair work lasts.

Contractor shall perform the corrective maintenance for the metal structure, includes, remove dust, rust, sand, patch and paint with SHERWIM WILLIAMS (or Approved Equal) painting products. Universal metal primer white color for coat and anticorrosive paint for finish. white color is preferred. See attached technical data.

Contractor will be in charge of transportation of materials and labor force to and from the working spaces, painting of all premises, cleaning areas in premises where work was performed, removal of all materials, leftovers and garbage from premises.

Contractor will protect all furnishings in the premises, included but not only, floors, doors, door frames, windows, outlets, gardens.

Contractor will also be responsible of any damage of premises resulting of this job, and restoration of the damages will be expected to occur within the 5 calendar days of the period given to complete the job.

Install new composite roof tiles Quarrix (or Approved Equal) including all accessories and fittings for a correct installation per manufacture. See attached technical data. Color by owner's representative.

Repair of Angled Roof shall conform to all special provisions hereon and details in Appendix B.

Payment for Remove and Dispose of Damaged Angled Roof Tiles shall be paid for at the contract Lump Sum (LS) price and shall be considered full compensation and include but not be limited to, furnishing

labor, materials, plywood, equipment, and disposal to complete the work, and no additional compensation will be allowed therefor.

Bid Item No. 2 – Remove and Dispose of Existing Flat Roof and Repair (Roof B-2, C-2 per Appendix A – Roof Location Map)

Disposal and recycling of removed material shall be included in this item of work.

Contractor must inspect the complete area where repairs will be performed. All measurements and dimensions must be confirmed by the contractor.

Contractor shall remove the existing roof tiles in the entire area of the building (B-2, C-2).

Due to the large area of roof tiles to be removed, the contractor shall install a plastic cover at the end of each day of work to prevent the entry of dust, insects, and bats by night while the repair work lasts.

Contractor shall perform the corrective maintenance for the metal structure, includes, remove dust, rust, sand, patch and paint with SHERWIM WILLIAMS (or Approved Equal) painting products. Universal metal primer white color for coat and anticorrosive paint for finish. white color is preferred. See attached technical data.

Contractor will be in charge of transportation of materials and labor force to and from the working spaces, painting of all premises, cleaning areas in premises where work was performed, removal of all materials, leftovers and garbage from premises.

Contractor will protect all furnishings in the premises, included but not only, floors, doors, door frames, windows, outlets, gardens.

Contractor will also be responsible of any damage of premises resulting of this job, and restoration of the damages will be expected to occur within the 5 calendar days of the period given to complete the job.

Contractor will protect all existing roof penetrations (roof/attic vents, plumbing vents, rooftop fans, HVAC equipment, etc.)

Install cold adhesive SBS Modified Bitumen Roofing Systems per manufacture. See attached technical data.

Repair of Flat Roof shall conform to all special provisions hereon and details in Appendix B. Contractor shall upgrade HVAC curb/anchors and other equipment installed on the roofs.

Contractor shall coordinate construction with the Community Center Director to minimize disruptions to the Center's operations. Contractor shall not perform any roof repairs until the rooms underneath have been vacated. It is the responsibility of the contractor to ensure acoustic ceiling tiles are protected from damage during construction.

Payment for Repair Flat Roof shall be paid for at the contract Lump Sum (LS) price and shall be considered full compensation and include but not be limited to, furnishing labor, materials, plywood, lumber at underside of exposed flat roof, equipment, and disposal to complete the work, and no additional compensation will be allowed therefor.

Bid Items No. 3 -8 – Furnish and Install Roof Elements

3. Furnish and Install Fascia Board

Contractor shall identify locations and quantity of damaged fascia board required to be repaired. The Contractor will require the Engineer's approval prior to removing and reconstructing. Measurement and payment will be made based on the final quantities of fascia board installed. Removal of existing damaged fascia board shall be included in this item of work.

4. Furnish and Install Rigid Insulation

Contractor shall identify locations and quantity of damaged rigid insulation required to be repaired. The Contractor will require the Engineer's approval prior to removing and reconstructing. Measurement and payment will be made based on the final quantities of rigid insulation installed. Removal of existing damaged rigid insulation shall be included in this item of work.

5. Furnish and Install Roof Gutters

Contractor shall identify locations and quantity of damaged roof gutters required to be replaced. The Contractor will require the Engineer's approval prior to removing and reconstructing. Measurement and payment will be made based on the final quantities of roof gutters installed. Removal of existing damaged roof gutters shall be included in this item of work.

6. Replace Ceiling Panels

Contractor shall replace damaged ceilings panels needed to be repaired. The Contractor will require the Engineer's approval prior to removing and reconstructing. Measurement and payment will be made based on the final quantities of ceiling panels installed.

7& 8 Replace Drainpipe System & Drain to existing Outlet

Contractor shall identify locations and quantity of damaged Drainpipe System required to be repaired. The Contractor will require the Engineer's approval prior to removing and reconstructing. Measurement and payment will be made based on the final quantities of Drainpipe System & Drain to existing Outlet replaced. Removal of existing damaged drainpipes shall be included in this item of work.

Payment for **Furnish and Install Roof Elements** shall be paid for at the contract Lump Sum (LS) price and shall be considered full compensation and include but not be limited to, furnishing labor, materials, plywood, lumber, equipment, and disposal to complete the work, and no additional compensation will be allowed therefor.

Bid Item No. 9 Add Interior Ceiling Paneling to Bottom of Truss Joist Ceiling

Contractor shall install ceiling paneling to bottom of truss joists. The Contractor will require the Engineer's approval prior to removing and reconstructing. Measurement and payment will be made based on the final quantities of ceiling panels installed.

Payment for **Add Interior Ceiling Paneling to Bottom of Truss Joist Ceiling** shall be paid for at the contract Square Foot (SF) price and shall be considered full compensation and include but not be limited to, furnishing labor, materials, plywood, lumber, equipment, and disposal to complete the work, and no additional compensation will be allowed therefor

Bid Item No. 10 Remove and Replace Shade Structures

Contractor shall remove and replace shade structures to match existing as identified in the bid schedule. The Contractor will require the Engineer's approval prior to removing and reconstructing. Measurement and payment will be made based on the final quantities of remove and replace shade structures.

Payment for Remove and Replace Shade Structures shall be paid for at the contract Each (EA) price and shall be considered full compensation and include but not be limited to, furnishing labor, materials, plywood, lumber, paint, equipment, and disposal to complete the work, and no additional compensation will be allowed therefor.

Bid Items No. 11A AND 11B - Inspect and Repair Interior Walls for Water Damage

Contractor shall identify locations and quantity of water damaged interior walls required to be repaired. The Contractor will require the Engineer's approval prior to removing and reconstructing. Measurement and payment will be made based on the final quantities of damaged interior walls. Removal of existing damaged interior walls shall be included in this item of work.

Payment for **Add Interior Ceiling Paneling to Bottom of Truss Joist Ceiling** shall be paid for at the contract Square Foot (SF) price and shall be considered full compensation and include but not be limited to, furnishing labor, materials, plywood, lumber, equipment, and disposal to complete the work, and no additional compensation will be allowed therefor

Bid Item No. 12 – Paint Community Center Interior Rooms With City Approved Color Paint

Contractor shall paint entire interiors, which include Walls, Ceilings, Doors, and other surfaces, at of Community Center rooms as identified in the bid schedule and directed by the Engineer, per manufacture's instruction.

Payment for **Paint Community Center Interior Rooms** shall be paid for at the contract Lump Sum (LS) price and shall be considered full compensation and include but not be limited to, furnishing labor, materials, equipment, and disposal to complete the work, and no additional compensation will be allowed therefor.

Bid Item No. 13 – Remove and Replace Existing Lighting and Lighting Appurtenances

Contractor shall remove and replace existing lighting fixtures in the Community Center event halls as identified in the bid schedule, these special provisions, and directed by the Engineer (Sample Lighting fixture Technical Specifications attached for reference,). The Contractor will submit engineered lighting calculation and plan for the city review.

Payment for **Remove and Replace Existing Lighting and Lighting Appurtenances** shall be paid for at the contract Lump Sum (LS) price and shall be considered full compensation and include but not be limited to, furnishing labor, materials, equipment, and disposal to complete the work, and no additional compensation will be allowed therefor.

Applicable Construction Institute (“CSI”) Specifications

SECTION 06 10 00

ROUGH CARPENTRY

PART 1 - GENERAL

1.01 REFERENCE STANDARDS

- A. E84—2018B - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. PS 20-20 - American Softwood Lumber Standard.

1.02 QUALITY ASSURANCE

- A. Air Barrier Association of America (ABAA) Quality Assurance Program (QAP);
<https://www.airbarrier.org/qap-overview/>:
 - 1. Installer Qualification: Use accredited contractor, certified installers, evaluated materials, and third-party field quality control audit.
 - 2. Manufacturer Qualification: Use evaluated materials from a single manufacturer regularly engaged in air barrier material manufacture. Use secondary materials approved in writing by primary material manufacturer.
- B. Rough Carpentry Lumber: Visible grade stamp on all products required.
- C. Grade Stamp: Association under whose rules it was graded, or official grade mark of other recognized grading agencies using grading rules, equivalent to WWP or WCLIB.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Do not deliver rough carpentry items until site conditions are adequate to receive the work. Protect items from weather while in transit.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
 - 4. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified. Lumber fabricated from old growth timber is not permitted.

2.02 ROUGH CARPENTRY MATERIALS

- A. Lumber: Graded in accordance with WWP or WCLIB; maximum moisture content of 19 percent. Provide Douglas Fir Larch for structural and framing lumber, surfaced four sides to standards of the grading association. Provide Appearance Grade: SELECT wood for all exposed roof framing, eave sheathing and fascia members.
 - 1. Lumber shall reach the specified moisture content maximum prior to being covered with exterior wall finish or other material.

2. Contractor shall provide evidence of moisture content testing, when required by the Architect or designated City representative.
- B. Lumber Applications:
1. Structural Light Framing: Select structural unless otherwise noted on Drawings. All exposed lumber shall also be Appearance Grade: SELECT.
 2. Joists, rafters, bracing, lintels, horizontal framing and stress members: No. 1 unless otherwise indicated or noted on Drawings. All exposed lumber shall also be Appearance Grade: SELECT.
 3. Studs, vertical framing, non-structural furring, concealed blocking, stripping and miscellaneous nailers and backing: No. 2.
- C. Douglas Fir Plywood Sheathing: 2303.1.5 Wood Structural Panels; PS 1, APA structural 1 rated sheathing, exterior, thickness to match existing being replaced, span rating sized for spacing. Plywood sheathing shall only be used where replacing same.
- D. Nails, Spikes and Staples: Galvanized for exterior locations, high humidity locations and treated wood, plain finish for other interior locations, size and type to suit application. Comply with 2304.10 Connectors and Fasteners. For roof and floor sheathing use screw-shank nails only. For roof sheathing use galvanized finish.
- E. Drift Bolts or Pins, Wood Screws and Lag Screws: CBC 2304.10 Connectors and Fasteners, sized to suit application, galvanized for exterior locations, high humidity locations and treated wood, plain finish for other interior locations.
- F. Fasteners: Expansion shield or powder actuated type for anchorage to solid masonry or concrete. Refer to Section 05500 for approved types.
- G. Stock Framing Connectors: CBC 2304.10 Connectors and Fasteners, types indicated on Drawings, galvanized, with nails fully driven in all holes in each face of connector.
1. Approved Manufacturer: Simpson Strong Tie Co., Inc., San Leandro CA.
 2. Equivalent products by other manufacturers must be approved by Architect.
- H. Non-Stock Framing Connectors: Comply with details.
- I. Preservative (Pressure) Treated Lumber: Comply with AWPA manual of recommended practice and Standard C22-03. Use preservative complying with P1/P13-19. Comply with Rule 1113, SCAQMD.
1. Douglas Fir or Western Hemlock, used shall comply with the following:
 - a. Lumber shall be WWPA or WCLIB grade stamped.
 - b. Lumber shall be No. 2 grade or better.
- J. Waterproof Membrane: Grace Ice and Water Shield.
- K. Fire-Retardant Lumber: Chemically treated and pressure impregnated, as defined in CBC 2303.2 Fire-Retardant-Treated Wood, maximum flame spread of 25, in accordance with ASTM E84—2018B.
1. Lumber shall be grade stamped by an approved agency at the factory and shall bear identification indicating the fire performance rating thereof.
- L. Fire Retardant Plywood: AWPA C27-02; thickness as indicated on Drawings, Interior Type A fire retardant treated, maximum flame spread of 25, labeled or marked by an approved independent testing agency, dried to an average moisture content of 15 percent or less prior to installation.

PART 3 EXECUTION

3.01 FRAMING, FURRING AND STRIPPING

- A. Erect wood framing, furring, stripping and nailing members true to lines and levels. Do not deviate from true alignment more than 1/4 inch.
- B. Construct members of continuous pieces of longest possible lengths.
- C. Construct and erect required headers and lintels.
- D. Cutting and Notching: Comply with CBC Section 2308.5.9 Cutting and Notching.

- E. Bored Holes: Comply with CBC Section 2308.5.10 Bored Holes.

3.02 STRUCTURAL SHEATHING

- A. Thickness to match existing sheathing being replaced or as on the Drawings.
- B. Boundary Nailing: Not less than 3/8 inch from edge, spaced not more than 6 inches oc.
- C. Blocking: Panel edges shall bear on framing members and solid blocking. Allow minimum 1/8 inch clear space between edges.
- D. Minimum Size Vertical Panel: 12 inches wide.
- E. Minimum Size Horizontal Panel: 24 inches wide.

3.03 HORIZONTAL FRAMING

- A. Bearing: 1-1/2 inch minimum on wood or metal, 3 inches on masonry. Lay framing members with crown up.
- B. Lateral Support: Use solid blocking or other approved means.
- C. Lap joists a minimum of 3 inches when framed from opposite sides of a beam.
- D. Openings: Double joists required for trimmer and headers for openings 4 ft. or larger.
- E. Provide ties, purlins and blocking in conformance with CBC Section 2308.7.7 Purlins.

3.04 WOOD DECKS REPAIR

- A. Loose or void knot holes and cracks less than 3/8" shall be neatly covered with 24-gauge galvanized sheet metal.
- B. Any loose boards or unsupported boards shall be securely fastened. All decking shall be inspected and any rotten or damaged decking shall be removed for a minimum of 2 spans and replaced with new decking matching the existing and securely nailed using a minimum 2 nails at each rafter. Extreme care shall be taken to ensure the ends are tightly secured so there is no differential movement between boards. In addition, securely nail all loose decking and verify the decking conforms to the manufacturer's recommendations.
- C. All damaged rafters shall be repaired by securely bolting another rafter of the same dimension onto the existing so the new rafter extends at least 2' in both directions beyond the damaged area and spans across a support (or) replace the damaged rafter.
- D. Holes less than 12" in Diameter: Install 18-gauge galvanized sheet metal plate over the opening and spanning a minimum of 4" beyond the opening in all directions. Secure the sheet metal plate to the deck.

END OF SECTION

SECTION 09 29 00

GYPSUM BOARD

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: 1. Gypsum board wall and ceiling systems. 2. Trim accessories, Joint compound, control joints, fasteners, reveal moldings, and sealants. 3. Schedule - Level of Finish for gypsum board surfaces.

B. Related Sections:

1. Section 054000 - Cold Formed Metal Framing
2. Section 061000 - Rough Carpentry
3. Section 072116 - Batt and Blanket Insulation
4. Section 078400 - Firestopping
5. Section 079200 - Joint Sealers
6. Section 092216 - Non-Load Bearing Metal Wall Framing Systems
7. Section 092226 - Ceiling Suspension Systems
8. Section 092600 - Veneer Plaster
9. Section 091813 - Cementitious Backer Board
10. Section 092810 - Gypsum Backer Board
11. Section 092800 - Backing Boards and Underlayments
12. Section 092117 - Shaft Wall
13. Section 09622 - Fabric Wall Systems
14. Section 099000 - Paints and Coatings
15. Division 22 - Plumbing
16. Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)
17. Division 26 – Electrical

1.2 REFERENCES

A. Reference Standards: Current edition at date of Bid.

B. ASTM International (ASTM):

1. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board.
2. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications.
3. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
4. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base

5. ASTM C1177 - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing
6. ASTM C1396 - Standard Specification for Gypsum Board.
7. ASTM C1629 - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels
8. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
9. ASTM D4977 - Standard Test Method for Granule Adhesion to Mineral Surfaced Roofing by Abrasion
10. ASTM D5420 - Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact)
11. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
12. ASTM E695 - Standard Method for Measuring Relative Resistance of Wall, Floor, and Roof Construction to Impact Loading
13. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi
14. ASTM C 1658 - Standard Specification for Glass Mat Gypsum Panels

C. Gypsum Association (GA): Web Site <http://www.gypsum.org/>

1. GA-201 - Gypsum Board for Walls and Ceilings.
2. GA-214 - Recommended Levels of Levels of Gypsum Board Finish.
3. GA-216 - Specifications for the Application and Finishing of Gypsum Board.
4. GA-226 - Application of Gypsum Board to Curved Surfaces.
5. GA-235 - Gypsum Board Typical Mechanical and Physical Properties.
6. GA-236 - Joint Treatment under Extreme Weather Conditions.
7. GA-238 - Guidelines for Prevention of Mold Growth on Gypsum Board.
8. GA-600 - Fire Resistance Design Manual.
9. GA-801 - Handling and Storage of Gypsum Panel Products: A Guide for Distributors, Retailers, and Contractors

D. Wall and Ceiling Bureau (WCB); Website <http://wallandceilingbureau.org>

1. TB-52010 - Control Joints for Gypsum Board
- E. UL Fire Resistance Directory (UL): Fire Resistance Volume 1 – with Hourly Ratings for Beams, Floors, Roofs, Columns, Walls and Partitions.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Conform to Section 013113 for coordination with work of other Sections.
2. Coordinate with Wall Type Schedule, Section 092600, Section 09255, and Section 092117 for gypsum board systems used in conjunction with work of this Section.

B. Preinstallation Conference: Arrange, in accordance with Section 013119 two weeks prior to beginning work of this Section.

1. Walk job and determine full extent level of quality for work.
2. Coordinate gypsum board pre installation conference with veneer plaster pre installation conference as specified in Section 092600.

1.4 SUBMITTALS

A. Submit under provisions of Section 013300.

B. Product Data: Manufacturer's published descriptive literature for gypsum board types, trim accessories, and control joints pertinent to this Section.

1. Recycled Content: Indicate recycled content; indicate percentage of pre-consumer and postconsumer recycled content per unit of product.
2. Indicate location of manufacturing facility; indicate distance between manufacturing facility and the project site.

C. Test Data: ASTM E 119 Certified testing lab Design for each proprietary fire-resistive wall and ceiling assembly listing manufacturers and products. Unlisted manufacturers and products not accepted.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications:

1. Company with minimum 5 years documented experience.
2. Able to supply complete and tested systems conforming to code.

B. Installer Qualifications:

1. Company specializing in work of this section with documented experience in commercial quality work of comparable scope.
2. Recommended as qualified installer by WCB prior to Bid, or accepted by Architect.

C. Mock-Up: Conform to provisions of Section 014300.

1. Install 8 square foot minimum mock-ups of gypsum board finish and control joints.
2. Approved mock-ups may be incorporated into Work and become standard for approved workmanship and finishes.

D. Sustainability Standards Certifications: Conform to Section 018113 for documentation of LEED Credits contributing to Certification of Project under USGBC LEED-NC 3.0 Green Building Rating System California Green Building Standards Code.

1. Recycled Content: Indicate recycled content; indicate percentage of pre-consumer and postconsumer recycled content per unit of product.
2. Indicate location of manufacturing facility; indicate distance between manufacturing facility and the project site.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Conform to Section 016510, GA-238, GA-801, and manufacturer's instructions.

B. Deliver materials in original unbroken containers or bundles bearing name of manufacturer and brand.

C. Verify products undamaged before acceptance at Project Site. Do not use products with visible signs of mold growth and damage.

1.7 FIELD CONDITIONS

A. Temperature, Ventilation and Moisture: Conform to GA - 216 and manufacturer's instructions. Maintain temporary controls to regulate heating, ventilating, moisture, and humidity levels. Do not begin taping and finishing until following conditions are achieved.

1. Building: Fully enclosed and free of standing water. Watertight roofing and wall envelope systems in place, except where Architect accepts water and mold resistant gypsum board.
 2. Temperature: Between 50 and 95 degrees F for minimum 48 hours.
 3. Gypsum Board Moisture Content: 0.4 percent on gypsum scale (12 percent on wood scale).
 4. Wood Substrate Moisture Content: Maximum 16 percent.
- B. Lighting: Sufficient temporary lighting to perform work to achieve specified finishes.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Georgia Pacific Corp. (GP)

1. Web Site <http://www.gpgypsum.com>).

B. United States Gypsum Corp. (USG)

1. Web Site <http://www.usg.com>

C. CertainTeed Gypsum, Inc.

1. Web Site <http://www.certainteed.com>

D. Temple-Inland Gypsum Products

1. Web Site <http://www.templeinland.com/BuildingProducts/Gypsum>

E. National Gypsum

1. Website <http://www.nationalgypsum.com>

F. Pabco Gypsum

1. Website <http://www.pabco gypsum.org>

G. Substitution Requests: Submit for approval under provisions of Section 012500.

2.2 REGULATORY REQUIREMENTS

A. Conform with Section 014100 for code compliance requirements related to this Section.

B. Conform to requirements for tested fire rated assemblies.

1. GA 600, Fire Resistance Design Manual.
2. UL, Fire Resistance Directory , or Intertek Testing Services (WHi).
3. IBC Chapter 25, including Section 2506, 2508, 2509 and related tables.
4. ICC Evaluation Reports and Standards.

2.3 PERFORMANCE / DESIGN CRITERIA

A. Gypsum Board Products: Conform to general provisions of ASTM C1396.

1. Ends square cut and edges tapered.
2. Gypsum Board at Non-Rated Assemblies: 1/2 inch thick.
3. Gypsum Board at Fire-Resistive Rated Assemblies: 5/8 inch thick, UL labeled, and conforming to ICC ES Report for Type X or Type C.
4. [Mold-Resistant Interior Panels: Conform to general provisions of ASTM C1658 or ASTM C1396. Test to ASTM D3273 with Rating of 10 or Test to ASTM G21 with Score of 0. B. Abuse-Resistant and Impact Resistant Interior Panels:
 1. Surface Abrasion Resistance: Test to ASTM C1629 and ASTM D4977 for maximum surface damage:
 - a. Level 1: 0.126 inch (3.2mm).
 - b. Level 2: 0.059 inch (1.5mm).
 - c. Level 3: 0.010 inch (0.3mm).
 2. Surface Indentation: Test to ASTM C1629 and ASTM D5420 for indentation resistance.
 - a. Level 1: 0.150 inch (3.8mm).
 - b. Level 2: 0.100 inch (2.5mm).
 - c. Level 3: 0.50 inch (1.3mm).
 3. Soft Body Impact: Test to ASTM C1629 and ASTM E695 until failure.
 - a. Level 1: 90 ft-lbs (122 J).
 - b. Level 2: 195 ft-lbs (265 J).
 - c. Level 3: 300 ft-lbs (408 J).
 4. Hard Body Impact: Test to ASTM C1629 until failure.
 - a. Level 1: 50 ft-lbs (68 J).
 - b. Level 2: 100 ft-lbs (136 J).
 - c. Level 3: 150 ft-lbs (204 J).

2.4 MATERIALS

A. Paper Faced Gypsum Board: Conform to ASTM C1396.

1. GP ToughRock.
2. USG Sheetrock.
3. CertainTeed Gypsum, Inc, ProRoc Gypsum Board.
4. Temple-Inland, Inc. Gypsum Board
5. Pabco Gypsum Flame Curb

B. Moisture and Mold-Resistant Gypsum Board:

1. GP Dens-Armor Plus, glass mat facings on front and back and moisture-resistant core.
2. GP ToughRock Mold-Guard
3. USG Fiberock Aqua Tough, unfaced, solid moisture-resistant core.
4. USG Sheetrock Mold Tough
5. CertainTeed Gypsum, Inc.: ProRoc Moisture and Mold Resistant with M2Tech

6. Temple-Inland GreenGlass Interior Board, glass mat facings on front and back and moisture-resistant core.

7. Pabco Gypsum Mold Curb

C. Moisture, Mold, and Abuse-Resistant Gypsum Board: Tested for mold resistance in conformance to ASTM D3273 (Rating of 10) or ASTM G21 (Score of 0), and conforming to ASTM C1629 Classifications for abuse-resistance (Levels I, II, or III).

1. GP Dens-Armor Plus AbuseGuard.

a. Surface Abrasion: Level 3.

b. Indentation Resistance: Level 1.

c. Soft-Body Impact: Level 1.

2. USG Sheetrock Mold Tough AR

a. Surface Abrasion: Level 2

b. Indentation Resistance: Level 2

c. Soft-Body Impact: Level 1

3. USG Fiberock Aqua Tough Interior Panel.

a. Surface Abrasion: Level 2.

b. Surface Indentation: Level 2.

c. Soft Body Impact Test: Level 2.

4. CertainTeed Gypsum, Inc.: ProRoc Extra Abuse Type X Gypsum Board with M2Tech

a. Surface Abrasion: Level 2.

b. Indentation Resistance: Level 1.

c. Soft Body Impact: Level 3.

d. Hard Body Impact: Level 1

5. Temple-Inland, Inc.: ComfortGuard Abuse-Resistant Mold-Resistant board

a. Surface Abrasion: Level 2.

b. Indentation Resistance: Level 1

c. Soft Body Impact: Level 1

d. Hard Body impact: Level 1

D. Moisture, Mold, and Impact-Resistant/Mold-Resistant Enhanced Gypsum Board: ASTM C1629 and ASTM D3273 level 10.

1. GP Dens-Armor Plus Impact-Resistant.

a. Surface Abrasion: Level 3 (0.126 inch abraded depth)

b. Surface Indentation: Level 1 (0.150 inch indentation)

c. Soft Body Impact: Level 3 (300 ft-lbs)

d. Hard Body Impact: Level 2 (100 ft-lbs)

2. USG Fiberock Aqua Tough with Tuff Hide Primer Sealer

a. Surface Abrasion: Level 3

b. Surface Indentation: Level 2

c. Soft Body Impact: Level 3

- d. Hard Body Impact: Level 2
- 3. Temple-Inland, Inc.: ComfortGuard Impact-Resistant Mold-Resistant board
 - a. Surface Abrasion: Level 2
 - b. Surface Indentation: Level 1
 - c. Soft Body Impact: Level 3
 - d. Hard Body Impact: Level 3
- E. High Impact Hard Body Impact Gypsum Board Panel: ASTM C1278.
 - 1. USG Fiberock Very High Impact (VHI)
 - a. Surface Abrasion: Level 2
 - b. Surface Indentation: Level 2
 - c. Soft Body Impact: Level 3
 - d. Hard Body Impact: Level 3
- F. Ceramic Tile Backer Board: As specified Section 092810 091813.

2.5 ACCESSORIES

- A. Joint Materials: As recommended by gypsum board manufacturer for intended purpose.
 - 1. Tape: Manufacturer's standard paper tape. Fiberglass tape not accepted.
 - 2. Compound: Manufacturer's standard.
 - 3. Conform to GA-201 and GA-216 for reinforcing tape, joint compound, adhesive, and water.
 - 4. Do not use topping compounds for embedding tape or as first coat over trims and fasteners.
- B. Primer/Surfacer for Level 5 Finish: USG Tuff-Hide Primer-Surfacer.
- C. Thermal and sound-attenuation insulation: As specified Section 072116.
- D. Joint Sealant at Exposed Joints: Paintable, Non-setting, non-staining, and as specified Section 079200.
- E. Acoustical Sealant at Exposed Joints: Nonsag, paintable, nonstaining, latex sealant conforming to ASTM C834. Tested to ASTM E90 for reduction of airborne sound transmission through perimeter joints and openings in building construction at representative assemblies. Specified for type and quality:
- F. Acoustical Sealant at Concealed Joints:
 - 1. Synthetic Rubber Joint Sealant: Single component, non-skinning, non-hardening, 90 percent solids, acoustical properties conforming to ASTM C919 and to ASTM E90.
 - 2. Water Based Siliconized Acrylic Latex:
 - 3. Install 2 beads under steel stud framing channel and wood plates and into 1/2 inch space between top of floor and bottom of gypsum board and plaster systems.
- G. Firestopping and Smoke Sealants: As specified Section 078400. 2.6 TRIM
 - A. Provide trim shapes as required to cover and make neat edges.
 - B. Paper Faced Metal Bead and Trim: ASTM C1047, electro-galvanized steel with paper face and flanges, USG Beadex specified for type and quality.
 - 1. Outside corner beads
 - 2. Inside corners.
 - 3. L-type edge trims.

- 4. J-shaped edge trim
- 5. 3/4 inch radius corner beads.
- C. Metal Trim Shapes: ASTM C1047,
 - 1. Galvanized steel Expanded Flange Corner Bead, L-Trim, and J-Trim
 - 2. Galvanized one-piece L-Trim, and J-Stop.
- 3. Zinc Control Joint No. 093. 2.7 REVEAL MOLDINGS
 - A. Reveal Moldings: Aluminum 6063 T5 alloy with chemical conversion coating.
 - B. 1/2 Inch F Reveal Moldings: Fry Reglet, DRMF-625-50, 5/8 inch deep by 1/2 inch wide.
 - C. 3/4 Inch F Reveal Moldings: Fry Reglet, DRMF-625-75, 5/8 inch deep by 3/4 inch wide.

2.8 FASTENERS

- A. Screws conforming to ASTM C1002. Bugle or pan head, and lengths as required for securing materials in place.
 - 1. Wood Framing and Backing: Type W
 - 2. Light Gauge Metal Framing: Type S.
 - 3. 18 Gauge or Heavier Metal Framing: Type S-12.
- B. Pneumatic Fasteners:
 - 1. Minimum 0.100 inch diameter.
 - 2. Length to penetrate minimum 1/4 inch beyond steel stud framing.
 - 3. Aerioxide 1000 corrosion-resistant coating.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify installation conditions as satisfactory to receive work of this Section before beginning.
- B. Verify framing systems, including backing, insulation, vapor barriers, work of Division 15 and 16, and other systems ready for work of this Section.
- C. Verify work of Section 054000, Section 072116, Section 092216, and Section 09120 for metal framing, insulation installation, and vapor barrier requirements prior to beginning work of this Section.
- D. Building Envelope: Except where moisture and mold-resistant gypsum board panels are installed and accepted by Architect, conform to following:
 - 1. Do not begin work until building envelope is fully enclosed and temperature, ventilation, and humidity are controlled.
 - 2. Do not begin work under conditions that gypsum board installation may be exposed to contact with water.

3.2 PREPARATION

- A. Protect surrounding areas and surfaces to preclude damage.
- B. Avoid soiling, spatter, and damage to work of other trades. Use cover cloths, or other means of protection. Remove, clean, and repair soiled or damaged work.

3.3 INSTALLATION

A. Conform to ASTM C840, GA-216, and manufacturer's instructions.

B. Corner Trim: Reinforce external corners with specified corner beads.

C. Edge Trim: Install square edged metal trim bead at exposed edges and boundaries of areas and where abutting dissimilar materials.

D. Reveal Trim:

1. Install with screws at 12 inch on center in 10 foot lengths, except where shorter lengths are sufficient for dimension of wall plane.

2. Make butt joints tight and in alignment.

3. Miter corners.

4. Promptly remove excess joint compound.

E. Control Joints: Conform to WCB Tech Bulletin Control Joints and GA-234, except as otherwise indicated. Verify that required double framing is in place before installing control joints.

1. Door and Other Openings: Install control joints at each side of wall opening and at both sides of wall, except alcoves and similar wall configurations.

2. Continuous Wall Planes: Install control joints floor to ceiling at each 30 lineal foot of wall.

3. Ceilings: Install across ceiling at each 50 lineal foot distance and each 2500 square foot of ceiling area.

4. Joints with Other Materials: Install where gypsum board meets masonry, concrete, and other materials, except where joints are concealed under horizontal chair rails or other trim.

F. Other Trim: Install as indicated or required for complete and finished installation.

G. Panel Joints:

1. Layout: Design to reduce joints to minimum.

2. Install board in maximum lengths to minimize horizontal and vertical joints.

3. Start installation of panels at exterior wall to position butt joints as far away from exterior wall as possible.

4. Place edges in contact and fit neatly, without forcing into place.

5. Stagger joints on opposite sides of partitions and on same side of wall surface at adjacent joints.

6. Maintain 1/2 inch clearance from bottom of wall panel and top of floor. Seal with acoustical sealant.

7. In order to prevent wicking of moisture, do not let gypsum board rest on floor after installation.

H. Single Layer Systems: Install in accordance with ASTM C840. Where modified, amended, or required by fire resistive or sound isolation system, conform to the requirements of the manufacturer's tests, as approved.

I. Double Layer Systems: Install in accordance with ASTM C840, including System VIII for double layer gypsum wallboard installations applied with screws. Conform to required fire resistance standards.

J. Moisture and Mold Resistant Gypsum Board: Install at restrooms, kitchen, janitorial closets, and areas where moisture is present. Do not install as backer board for ceramic tile.

K. Ceramic Tile Backerboard: Install under provision of Section 092810 Section 091813 behind ceramic tile wall installations. Moisture resistant (green board) gypsum board not accepted as backer for ceramic tile.

L. Joint Sealant and Acoustical Sealant: Install to completely fill void between wallboard edges and adjacent surface.

M. Firestopping and Smoke Sealants: Install in accordance with Section 078400.

N. Plumbing, HVAC, and Electrical: Coordinate with Division 22, Division 23 and Division 26. Provide for installations and penetrations of ductwork, equipment, receptacles, and other work.

3.4 TRIM AND JOINT FINISHING

A. Joints and Interior Angles: Embed tape in joint compound and apply three separate coats of joint compound over joints, angles, fastener heads, and accessories. Tool joint compound smooth and free of tool marks and rides.

1. Center reinforcing tape over joint and coat into compound leaving approximately 1/64 inch to 1/32 inch under tape to provide proper bond.
2. Follow with skim coat to embed tape, but not to function as second coat.
3. Allow embedding coat to thoroughly dry prior to application of second coat.
4. Allow second coat to thoroughly dry.
5. Apply third coat evenly over and extending beyond second coat on joints, feathering to smooth uniform finish.

B. Beads, Trim, Fastener and Joint Depressions:

1. Cover with three coats of taping and joint compound. Apply in different directions making smooth transitions with adjacent surfaces.
2. Allow sufficient drying time between coats.
3. Leave depressions flush with surface plane.

3.5 TOLERANCES

A. Shim panels as necessary to conform to tolerances.

B. Between Board Faces: 1/16 inch offset.

3.6 ADJUSTING

A. Remove and replace following gypsum board installations:

1. Board in contact with water for over 18 hour time period.
2. Gypsum core exhibiting dampness or water intrusion.
3. Facing paper exhibiting delamination.
4. Facing or core exhibiting mold growth or turning black.
5. Board sagging or warped.
6. Board directly exposed to water determined to be contaminated.

3.7 CLEANING

A. Clean beads, screeds, metal base, metal trim, mechanical and electrical items, and other work. B. Wipe clean, leaving work ready for finish specified under other Sections.

C. As work is completed in each space, clean all rubbish, utensils, and surplus materials from the space. Leave floors broom-clean.

3.8 SCHEDULE - LEVEL OF FINISH FOR GYPSUM BOARD SURFACES

A. Conform to GA-214, ASTM C840, manufactures instructions, and provisions of Contract Documents.

SECTION 07 32 00
COMPOSITE ROOF TILE
QUARRIX COMPOSITE TILE SPECIFICATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Composite Roof Tiles.
- B. Tile Roof Accessories for Composite System.

1.2 RELATED SECTIONS

- A. Section 06 10 00 - Rough Carpentry
- B. Section 06 20 00 - Finish Carpentry.
- C. Section 07 53 13 - Chlorinated-Polyethylene Roofing.
- D. Section 07 60 00 - Flashing and Sheet Metal.
- E. Section 07 71 10 – Roof Specialties.
- F. Section 07 72 00 – Roof Accessories.
- G. Section 08 60 00 - Roof Windows and Skylights.
- H. Division 15 - Mechanical: Mechanical work projecting through roof.
- I. Division 16: - Electrical: Electrical work projecting through roof.

1.3 REFERENCES

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
- B. ASTM A 666 - Standard Specification for Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- C. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- D. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- E. ASTM C 290 - Method of Test for Resistance of Concrete Specimens to Rapid Freezing and Thawing in Water.
- F. ASTM C 387 - Standard Specification for Packaged, Dry, Combined Materials for Mortar and Concrete.
- G. ASTM C 887 - Standard Specification for Packaged, Dry, Combined Materials for Surface Bonding Mortar.
- H. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and

Waterproofing.

- I. ASTM D 635 - Rate of Burn and Rate of Burn – Weathered.
- J. ASTM D 638 - Tensile and Tensile – Weathered.
- K. ASTM D 1929 – Ignition Temps and Ignition Temps - Weathered.
- L. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection
- M. ASTM D 2822 - Standard Specification for Asphalt Roof Cement.
- N. ASTM D 2843 – Smoke Density
- O. ASTM E 108 – Class C Fire
- P. ASTM G 155 – 2000 Hours – Xenon Weathering
- Q. Temperature Cycling per AC-07
- R. FS SS-S-153C - Sealants used with EPDM.
- S. FS TT-S-00230C - Chlorosulfonated polyethylene sealants.
- T. ICBO-ES AC48 - Acceptance Criteria for Roof Underlayment for Use in Severe Climate Areas.
- U. ICC-ES -AC07 - Acceptance Criteria for Special Roofing Systems.
- V. FM 4473 - Specification Test Standard for Impact Resistance Testing of Rigid Roofing Materials by Impacting with Freezer Ice Balls.
- W. TAS 100 - Test Procedure For Wind And Wind Driven Rain Resistance.
- X. Canadian Standard 19-HP-5M - Sealing Compound, One Component, Acrylic Base, Solvent Curing.
- Y. NRCA - Steep Roofing Manual; National Roofing Contractors of America.
- Z. SMACNA - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors National Association.
- AA. WSRCA/TRI Concrete and Clay Roof Tile Installation Manual for Moderate Climate Regions.
- BB. WSRCA/TRI Standard Installation Guide for Concrete and Clay Roof Tile in Cold Weather Applications.
- CC. FRSA/TRI Concrete and Clay Roof Tile Installation Manual for Florida High Wind Applications

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Roofing tile materials and installation was tested to ICC-ES -AC07 Acceptance Criteria for Specialty Roofing Systems.
 - 1. ASTM G155 – 2000 Hours – Xenon Weathering
 - 2. ASTM D638 – Tensile & Tensile - Weathered
 - 3. Wind resistance
 - 4. Uplift bend
 - 5. Penetration
 - 6. ASTM E108 – Class C Fire

7. ASTM D1929 – Ignition Temps & Ignition Temps - Weathered
8. ASTM D635 – Rate of Burn & Rate of Burn – Weathered
9. ASTM D2843 – Smoke Density
10. Temperature Cycling
11. FM 4473 – Ice Hail Impact – Hail impact test for Class 4 Hail

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation methods.
- C. Shop Drawings: Indicate metal flashing profiles, joint locations, fastening locations, and installation details. Indicate tile layout with location of cut and special shaped tiles identified.
- D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finish product specified, two full size samples, representing actual product, color, and patterns.
- F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- G. Warranty documents, issued and executed by manufacturer of roof tile, countersigned by roof tile installer.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum three years documented experience producing composite roof tile.
- B. Installer Qualifications: Minimum five years documented experience installing products specified in this section and/or supervision by a manufacturer authorized installation representative.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 1. Finish areas designated by Architect.
 2. Do not proceed with remaining work until workmanship is approved by Architect.
 3. Refinish mock-up area as required to produce acceptable work.
- D. Pre-Installation Meeting:
 1. Convene at job site seven calendar days prior to scheduled beginning of construction activities of this section to review requirements of this section.
 2. Require attendance by representatives of the following:
 3. Installer of this section.
 4. Other entities directly affecting, or affected by, construction activities of this section.
 5. Notify Architect four calendar days in advance of scheduled meeting date.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to project site in manufacturer's unopened pallets, labeled with data indicating compliance with specified requirements.

- B. Storage and Protection:
 - 1. Store products in manufacturer's unopened packaging until ready for installation.
 - 2. Maintain dry storage area for products of this section until installation of products

1.8 SEQUENCING

- A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.
- B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 WARRANTY

- A. Manufacturer's Warranty: Furnish roof tile manufacturer's 50 year limited warranty against defects in product workmanship and materials.
- B. Tile will be free from manufacturing defects not to rot, split, splinter or suffer structural damage from normal weather conditions and termite or fungal decay when subject to normal use for a period of fifty (50) years from date of original purchase or will not blow off or otherwise become damaged by winds less than eighty (80) miles per hour for a period of ten (10) years from the date of original purchase.
- C. Warranty does not provide protection against any failure, defect or damage caused by situations and events beyond Quarrix's control, including but not limited to: (i) natural disasters, hail over 1.0" in diameter, fire, smoke, chemicals, earthquakes, lightning or static electricity, (ii) falling, thrown or blown objects, (iii) the neglect, abuse, misuse (including faulty installation, repair or maintenance), improper transportation, handling or storage of the Quarrix Products or other failure to comply with the instructions set forth in the documentation and/or manual accompanying the Quarrix Products, (iv) a modification of the Quarrix Products not provided by Quarrix, (v) a malfunction of any product not provided by Quarrix with which the Quarrix Products are used or combined, (vi) use, modification or other treatment of the Quarrix Products in a manner for which it was not designed or intended, (vii) defects or damage due to inferior building practices, ventilation, drainage issues or roof slopes inconsistent with snow and ice control, (viii) replacement under or subjection to abnormal use conditions, (ix) normal wear and tear including the natural effects of progressive aging on the color and surface of the tile, (x) discoloration and variations in color or uniformity caused by weathering and/or UV exposure, staining due to shade or sap, ash or proximity to metals that might cause discoloration; (xi) foot traffic, (xii) vandalism or other malicious actions, or (xiii) Quarrix Products blown off by winds in excess of 80 mph.
- D. Refer to the Quarrix Composite Tile Limited Warranty & Certificate of Warranty for complete details.

1.11 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements.
- B. Provide an additional one percent of installed roof tiles, but not less than one full square, for Owner's use in roof maintenance.
- C. Furnish extra materials packaged with protective covering for storage and identified with labels clearly describing contents.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Quarrix Building Products, A Division of Liberty Plastics Inc an LDI Company, which is located at: 705 Pennsylvania Ave. S.; Minneapolis, MN 55426; Toll Free Tel: 800-438-2920; Tel: 763-540-9700; Fax: 763-540-9709; Email to request info (Info@quarrix.com); Web: <http://www.quarrix.com>
- B. Substitutions: Not permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 COMPOSITE ROOF TILE

- C. Roof Tiles: Quarrix Composite Tile, Double Roman Lightweight Tile; Profile similar to a high barrel Spanish tile and 67% less weight than traditional tile or concrete eliminating the need to reinforce roof structures. Made of HDPE colored resin with textured appearance and two pre-drilled factory fastening locations in each tile.
 - 1. Size: 16-1/2 inches (419 mm) long by 13 inches (330 mm) wide.
 - 2. Material: High Density Polyethylene Polymer
 - 3. Exposure per Tile: 13-1/2 inches (343 mm) long by 11-19/32 inches (394 mm) wide with an overall height of 2-1/4 inches.
 - 4. Weight/Tile 3.38 lb. (1.50 kg).
 - 5. Weight/Square 304 lbs. (137.9 kg).
 - 6. Fire Rating: Class C
 - 7. Certification testing completed to ICC-ES AC-07 Acceptance Criteria for Special Roofing Systems:
 - a. ASTM G155 – 2000 Hours – Xenon Weathering
 - b. ASTM D638 – Tensile & Tensile – Weathered
 - c. Wind resistance
 - d. Uplift bend
 - e. Penetration
 - f. ASTM E108 – Class C Fire
 - g. ASTM D1929 – Ignition Temps & Ignition Temps – Weathered
 - h. ASTM D635 – Rate of Burn & Rate of Burn – Weathered
 - i. ASTM D2843 – Smoke Density
 - j. Temperature Cycling
 - k. FM 4473 – Ice Hail Impact – Hail impact test for Class 4 Hail
 - 8. Color:
Black
- D. Trim: Supply manufactured shapes of same material, style, color, and texture as roof tile for indicated hips, ridges, and rakes.

2.3 TILE ROOF ACCESSORIES

- A. Underlayment:
 - 1. Synthetic Self Sealing Roof Underlayment: For roof slopes 4:12 and above underlayment shall meet or exceed ICC-ES AC 48 and AC 207 criteria to meet UBC, IBC and IRC requirements for Roofing Underlayment.
 - 2. Asphalt Saturated Organic Felt: No. 30 Asphalt Saturated Organic Felt, to meet requirements of ASTM D 226, Type 2 or equal.
 - 3. Rubberized Self Sealing Underlayment: ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane underlayment having internal reinforcement, and "split" back plastic release film.

- E. Tile Battens: Quarrix Tile Battens, manufactured of corrosion-free, laminated high-density polyethylene corrugated plastic. Layers of corrugated plastic must be glued, not stapled.
1. Tile Battens: Quarrix Tile Battens.
 - a. Color: Black.
 - b. Dimensions: 1-1/2 inches (38.1 mm) wide by 8 feet (2.4 m) long by 3/4 inch (19 mm) high.
- F. Upper and Lower Metal/Eave Closures: Quarrix coated steel Eave Closure (birdstop) friction fits between the weather checks on the lower edge of the tile. Closure is formed to match the contour of the tile and fits on top of the drip edge under the first course of tile to raise the lower edge to the correct height as well as keep out birds and insects.
1. Color:
 - a. Black
 - b. Canyon Earth
 - c. Desert Red
 - d. Golden Rod
 - e. Saddle Brown
- G. Universal Tile Ridge Vent: Combines tile ventilation and expandable weather blocking with an aluminum closure system to attach to tile with a peel-off butyl adhesive.
1. Color / Width:
 - a. Black / 15-3/4 inch by 16 feet (400 mm by 4.87 m)
 - b. Terra Cotta / 15-3/4 inch by 16 feet (400 mm by 4.87 m)
 - c. Venetian Red / 15-3/4 inches by 16 feet (400 mm by 4.87 m)
 - d. Brown / 15-3/4 inches by 16 feet (400 mm by 4.87 m)
- H. Quarrix Universal Tile Flashing: Fully adhered, expandable aluminum flashing with a width of 11-3/4 inches, can be used as a primary flashing and counter flashing, in combination with bent metal flashings, or as a weather block wherever mortar would be required.
1. Color:
 - a. Black
 - b. Terra Cotta
 - c. Venetian Red
 - d. Brown
- I. Fasteners:
1. Tile Fasteners:
 - a. Quarrix Tile Fasteners: Corrosion resistant exterior grade screws specially engineered for special roof applications and recommended with Quarrix composite tile. Tested to SAE J78 standard with 2-3/4 inch overall length, 1-1/2 inch thread length, #10 pan-head (.40 inch) screws, 2 per tile.
 - b. Screw Fasteners: use screws for maximum wind resistance. Two 2-3/4 inch (6.98 cm), non-corrosive No. 10 coarse thread, .344 inch – diameter (8.74 mm) pan-head screws. This will allow for 1/4 inch (6.35 mm) penetration through sheathing.
 - c. Nails: two non-corrosive, 2-3/4 inch (5.08 cm), 10/11-gauge, ring-shank (18 rings/inch), 3/8 inch-diameter (9.53 mm) head nails. This will allow for 1/4 inch (6.35 mm) penetration through sheathing, when using Quarrix tile battens.
 2. Batten Fasteners: Battens should be fastened every 10 inch using nails or screws that are non-corrosive and of sufficient length to fully penetrate the roof sheathing.
 3. Underlayment Fasteners: Fasteners for underlayment shall be 11-gauge roofing nails with 3/8 inch (9.53 mm) heads with sufficient length to penetrate into the sheathing 3/8 inch (9.53 mm) or through the sheathing 3/4 inch (19.05 mm) or through the sheathing, whichever is less.
 4. Flashing Fasteners: Flashing shall be fastened with 11-gauge, ring-shank, corrosion-resistant nails compatible with the flashing material with sufficient length to penetrate the sheathing 3/4 inch (19.05 mm) or thorough the sheathing, whichever is less.

5. Fasteners for Hip/Ridge/Rake trim and Hip/Ridge Starter: Quarrix Tile Fasteners for hip and ridge trim shall be No. 10, coarse-thread, 0.344 inch-diameter (8.74 mm), corrosion-resistant pan-head screws (same as the tile fasteners). Use 2-3/4" (6.98 cm) long for ridges and 2-3/4" (6.98 cm) long for the hips. A 3" (7.62 cm) non-corrosive, ring-shank nail in combination with an approved adhesive under the nose of each trim piece can also be used.
- J. Snow Guard: Roof tile manufacturer's fabricated unit for protection over entrances, lower roof areas, or other areas where falling snow is not desired. Fabricated from metals and profiles from Alpine Snow Guards (Alpinesnowguards.com).
- K. Mortar/grout for hips, open valleys and saddles shall be a combination of 50 lb. mix of Quickwall Surface Bonding Cement and 120 lb. Mason Mix to meet or exceed strength requirements of ASTM C 387 for Type "N" mortar and Concrete Acrylic Fortifier to meet or exceed ASTM C 887 standard specifications as manufactured by Quikrete, Atlanta, GA. Grout and colored mortar to match field tile as manufactured by Flexim is recommended by the Tile Manufacturer.
- L. Adhesives to secure cut pieces of field tile along hips, valleys, flying gables, and protrusions and to install hip/ridge/rake trim shall be Titebond as manufactured by Franklin International, Columbus, OH; RT-600 as manufactured by Ohio Sealant Inc., Mentor, OH, or 3500 Roof Tile Adhesive/Sealant by Geocel, Elkhart, IN, or equal.
- M. Metal Flashings:
1. General Requirements: Form flashings to profiles indicated on Drawings, in accordance with manufacturer's printed instructions, and as recommended by SMACNA Architectural Sheet Metal Manual to protect materials from physical damage and to shed water.
 - a. Form flashing lengths square, accurate to profile, in maximum possible lengths; form flashing lengths free from distortion or defects detrimental to appearance or performance.
 - b. Hem edges of flashings exposed to view a minimum 1/4 inch (6 mm) on underside.
 2. Eave Flashings and Other Metal Flashings: Copper sheet, ASTM B 370, cold rolled, natural finish; 16 ounces per square foot minimum thickness.
 3. Eave Flashings and Other Metal Flashings: Copper sheet, ASTM B 370, cold rolled, natural finish; 20 ounces per square foot minimum thickness.
 4. Eave Flashings and Other Metal Flashings: Stainless Steel Sheet for Flashings: ASTM A 666, Type 304 alloy, soft tempered; 24 gauge minimum thickness.
 5. Eave Flashings and Other Metal Flashings: 24 gauge galvanized steel sheet, ASTM A 653/A 653M, minimum G90/Z275 hot-dip zinc coating.
 6. Eave Flashings: Aluminum sheet, ASTM B 209; 0.019 inch minimum thickness.
 7. Concealed sealants along gable rakes, ridge/hip trim and flashings with asphalt saturated felt underlayment shall be non-running, heavy body Plastic Roof Cement that meets or exceeds the requirements of ASTM D 2822 and Federal Specifications SS-S-153C (Type 1) or equal. Sealants used with EPDM or Synthetic Underlayment shall be per manufacturer's recommendation.
 8. Exposed sealants, such as those used on counter flashings or non-soldered joints, should be high quality sealants to meet or exceed requirements of U.S. TT-S- 00230C, U.S. Fed Cat. No 8030-965-2397, Canadian 19-HP-5M, ASTM C 290 or equal.

PART 3 EXECUTION

3.1 EXAMINATION

- N. Verification roof deck structure to meet roof tile manufacturer's installation requirements.
1. Verify roof penetrations are in place and flashed to deck surface.
 2. Verify roof openings are correctly framed prior to installing Work of this section.
 3. Verify deck is of sufficient thickness to accept fasteners.
 4. Verify deck surfaces are dry, unfrozen, and free of ridges, warps, and voids

- O. Notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation. Broom clean deck surfaces prior to installation of underlayment.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Coordinate with installation of gutters, vents, skylights and other adjoining work to ensure proper sequencing. Do not install roofing materials until all vent stacks and other penetrations through roof sheathing have been installed and securely fastened.

3.3 INSTALLATION

- A. General: Install in accordance with manufacturer's instructions.
 - 1. Arrange three or more stacks of roof tile at installation area; mix tile from stacks as installation progresses for consistent color blend.
 - 2. Do not overload roof surface with staged materials.
- P. Install roof tile in accordance with shop drawings, manufacturer's printed installation instructions for specified project conditions and the following:
 - 1. ICC-ES -AC07.
 - 2. WSRCA/TRI Concrete and Clay Roof Tile Installation Manual for Moderate Climate Regions.
 - 3. WSRCA/TRI Standard Installation Guide for Concrete and Clay Roof Tile in Cold Weather Applications.
 - 4. FRSA/TRI Concrete and Clay Roof Tile Installation Manual for Florida High Wind Applications.
 - 5. NRCA Steep Slope Roofing Manual.
 - 6. SMACNA Architectural Sheet Metal Manual.
- B. Eave Flashings: Install metal eave flashing 1/8 inch (3 mm) beyond the fascia; lap end joints minimum 3 inches (76 mm), with plastic cement seal between overlapping metal surfaces.
 - 1. Apply self-seal membrane over eave flashing parallel to eave edge in accordance with manufacturer's printed instructions.
 - 2. Extend self-seal membrane up roof slope minimum 2 feet (610 mm) beyond interior face of exterior wall or as required by code, whichever is greater.
 - 3. Place each successive ply overlapping top edge of previous ply 3 inches (76 mm).
- C. Valley Flashings: Install 24 inch (610 mm) to 28 inch (711 mm) standing seam, double rib (for closed valleys) or 24 inch (610 mm) double rib valley flashing (for open grouted valleys).
 - 1. Form flashings in accordance with manufacturer's instructions for valley type indicated.
 - 2. Apply flashing over 36 inch (914 mm) full width vertical underlayment centered in all valley areas.
 - 3. Install flashings centered on valley; nail in place at 12 inches (305 mm) on center, 1 inch (25 mm) from metal edges.
 - 4. Roof Pitch 4 in 12 or Greater: Lap flashing end joints minimum 4 inches (102 mm).
 - 5. Roof Pitch Less Than 4 in 12: Lap flashing end joints minimum 6 inches (152 mm).
 - 6. For slopes below 3:12 or 4:12 in severe weather areas, install flashings and EPDM underlayment per details provided by the Manufacturer.
- D. Sidewall Flashings: Coordinate with the installation of sidewall flashings specified in Section 07 60 00 - Flashing and Sheet Metal Flashing and Sheet Metal.
- E. Synthetic underlayment
 - 1. Use self-sealing membrane that meets or exceeds requirements of ICC-ES 48 along roof

- perimeters and protrusions. Underlayment should be installed parallel to the roof eave with a 6 inch (15.24 cm) lap on the ends, a 3 inch (7.62 cm) side lap and a minimum 1/4 inch (6.35 mm) lap over eaves.
2. Class C: ICC-ES, self-sealing membrane is required up the roof deck at least 2 feet (60.96 cm) inside the exterior wall, 6 feet (1.83 m) in the valleys and 3 feet (91.44 cm) around protrusions, gables, walls and under valley flashings. For better protection, smaller roofs, and lower slopes, self-sealing membrane may be used on the entire roof deck. High temperature underlayment is not required, but may enhance performance. Heavy granulated underlayment is not recommended.
- F. Asphalt Saturated Organic Felt No.30 Underlayment or approved synthetic underlayment: Install 2 plies underlayment over entire roof area, parallel to eaves.
1. Place first ply 18 inches (457 mm) wide at eave edge, with bottom edge extending 1/4 inch (6 mm) over lower edge of eave flashing; seal to eave flashing.
 2. Place second ply 36 inches (914 mm) wide over first ply flush at bottom and sealed to first ply.
 3. Place third ply 36 inches (914 mm) wide 15 inches (381 mm) up from bottom edge of first ply.
 4. Place each successive ply 18 inches (457 mm) up from bottom of each previous ply.
 5. Nail horizontal seams 1 inch (25 mm) from exposed edge of felt; space nails in accordance with manufacturer's printed instructions for roof slope.
 6. Overlap vertical seams minimum 6 inches (457 mm), seal lap with plastic cement, then nail at 3 inches (76 mm) on center; stagger vertical laps of each successive layer so that vertical joints do not align in any two adjacent plies.
 7. Ridges, Except at Ridge Vents: Extend underlayment over ridges 6 inches (152 mm) on each side making a double layer.
 8. Hips: Extend underlayment over hips 6 inches (152 mm) on each side making a double layer.
 9. Valleys: Overlap metal valley flashing 3 inches (76 mm) and seal to metal.
- G. Rubberized Underlayment: Install underlayment over entire roof area, parallel to eaves.
1. Install in accordance with manufacturer's printed instructions.
 2. Place first ply at eave edge, with bottom edge extending 1/4 inch (6 mm) over lower edge of eave flashing; seal to eave flashing.
 3. Place each successive ply overlapping top edge of previous ply 3 inches (76 mm).
 4. Ridges, Except at Ridge Vents: Extend underlayment over ridges 6 inches (457 mm) on each side making a double layer.
 5. Hips: Extend underlayment over hips 6 inches (152 mm) on each side making a double layer.
 6. Valleys: Overlap metal valley flashing 3 inches (76 mm) and seal to metal.
- H. Single Ply Roof Membrane: Install EPDM membrane over entire roof area, parallel to eaves.
1. Install in accordance with manufacturer's printed instructions.
 2. Place first ply at eave edge, with bottom edge extending 1/4 inch (78 mm) over lower edge of eave flashing; seal to eave flashing.
 3. Place each successive ply overlapping top edge of previous ply 3 inches (76 mm).
 4. Bond lapped joints in accordance with EPDM manufacturer's printed instructions.
 5. Ridges, Except at Ridge Vents: Extend membrane over ridges 6 inches (152 mm) on each side making a double layer.
 6. Hips: Extend membrane over hips 6 inches (152 mm) on each side making a double layer.
 7. Valleys: Overlap metal valley flashing 3 inches (75 mm) and seal to metal.
- I. Intersections of Roof Surfaces and Abutting Vertical Surfaces:
1. Install continuous 36 inch (914 mm) wide strips of self-seal membrane to extend 30 inches (762 mm) across roof deck and 6 inches (152 mm) up vertical surface.
 2. Install continuous metal flashing to extend 3 inches (76 mm) up vertical surface.
 3. At locations where vertical surface will abut top edge of tile, install metal flashing to extend 3 inches (76 mm) up vertical surface, form metal flashing to extend minimum 3 inches (76 mm) over tile, and form 1/2 inch (12.5 mm) return hem at edge of metal.
 4. Form saddle flashings for protrusions through roof in accordance with manufacturer's printed

instructions.

- J. Ridge Vent: Install in accordance with manufacturer's printed instructions.
1. Apply Quarrix Universal Tile Ridge Vent (or Quarrix Universal Flashing) to the ridge.
 2. Center vent on the ridge and loosely form the material to the tile roof surface
 3. Determine how much vent you want exposed or concealed and snap horizontal lines accordingly
 4. Overlap any rolls by 3 inch (7.52 cm).
 5. Remove the protective strip and firmly press into the tiles.
- K. Tile Battens:
1. Align the batten along the pre-chalked line.
 2. Never space battens more than 13-1/2 inches apart.
 3. Nail or screw the batten 2 inches from each end.
 4. Nail or screw the battens every 10 inches.
 5. Quarrix Tile Battens are not structural support for the tile.
 6. Tile fasteners need to penetrate the roof deck through the battens by a minimum of 3/4 inch.
 7. A utility knife can be used for cutting the battens.
 8. When applying the battens, it is recommended to install one roof plane at a time and not leave battens exposed an extended time to heat and sun as movement may occur prior to being covered by the tile.
- L. Eave Flashings: Install metal eave flashing 1/8 inch (3 mm) beyond the fascia; lap end joints minimum 3 inches (76 mm), with plastic cement seal between overlapping metal surfaces.
1. Apply self-seal membrane over eave flashing parallel to eave edge in accordance with manufacturer's printed instructions.
 2. Extend self-seal membrane up roof slope minimum 2 feet (610 mm) beyond interior face of exterior wall or as required by code, whichever is greater.
 3. Place each successive ply overlapping top edge of previous ply 3 inches (76 mm).
- M. Fasteners: Install in accordance with manufacturer's printed instructions.
- N. Roof Tile:
1. Install tile right to left, as viewed facing ridge.
 2. Install closure strips in accordance with manufacturer's printed instructions for project conditions.
 3. Fasten tile each tile to battens with two Quarrix High-Low Roofing Screws, 2.75 inch #10 pan-head (.40 inch) screws per tile.
 4. Fasten tile each tile to battens with two 2 inch 10/11 gauge ring shank 3/8 inch diameter nails and 13-1/2 inches (343 mm) exposure.
 5. Cut tile, as tile installation progresses, for hip, valley, and wall conditions.
 6. Partial tiles shall be secured at two points or by two methods; screws, wires, adhesives and clips.
- O. Install venting as tile installation progresses; locate in accordance with manufacturer's instructions.
- P. Trim:
1. Install trim pieces for hips, ridges, and rakes as tile installation progresses; cut shapes, set in bed of plastic roof cement, and secure in place with minimum 2 fasteners per piece for rake trim, and minimum 1 fastener per piece for hip and ridge trim.
 2. Cut special shapes for project conditions as required.
 3. Overlap trim piece ends minimum 3 inches (76 mm); seal overlapping surfaces with approved adhesives.

- Q. Counter flashings:
1. Install counter flashings tight to substrates, with top edge of counter flashing concealing base flashings; lap end joints minimum 3 inches (76 mm).
 2. Fasten counter flashings using specified fasteners; fasten on vertical surfaces only, at maximum spacing 12 inches (305 mm) on center.

3.4 PROTECTION

- R. Protect installed products until completion of project.
- S. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07 52 00

MODIFIED BITUMEN MEMBRANE, COLD APPLIED

1 PART 1 - GENERAL

1.01 DESCRIPTION

- A. Completely tear off existing roof, insulation and all other related items to the deck. Repair existing roofing surface for application of the specified SBS system per NRCA and manufacturer's recommendations.
 - 1. Repair existing roofing surface for application of the specified SBS system per NRCA and manufacturer's recommendations.
 - 2. Contractor shall raise mechanical equipment to maintain an 8" curb height and provide design and details for anchorage to the curb including but not limited to anchorage type and size of required hardware and wood/sheet metal screws. The proposed design shall include construction drawings and lateral and gravity calculations.
 - 3. Replace or repair existing drains and install new pitch pans.
 - 4. Replace all damaged, split or deteriorated plumbing support wood blocks.
- B. Install crickets where required to prevent any ponding water. Contractor is solely responsible to determine the number and location of the crickets.
- C. Provide lead flashings on breather pipe, electrical and plumbing penetrations presently without lead.
- D. Install wall and base flashings systems.
- E. Install sheet metal flashing.
- F. Mechanically fasten a tapered rigid insulation with screws and plates. Cover the entire surface with a ½" cover board applied in adhesive.
- G. Fully apply in cold adhesive one layer of smooth interply SBS membrane over the protection board. Fully apply in cold adhesive one layer of granulated fire rated cap sheet over the interply.
- H. Contractor shall raise all equipment curbs such as A/C, mechanical units and sky lights and vent pipes to maintain an 8" (if needed) curb height from field of new roofing system.
- I. All damaged equipment curbs shall be replaced.
- J. Wood Deck Repairs: Repair any structural damage to the deck. Deck repairs shall be performed as a Change Order to the Contract and in accordance with the Change Order Provisions and Unit Price Provisions of the Contract Documents. Lumber for Decking shall match the existing. Framing Lumber shall be number 2 Douglas fir of the same dimension as the existing. Bolts shall conform to ASTM A325.
- K. Paint shall approximately match the existing, be designed to bond to the surface designated, be manufactured by Glidden, Sherwin Williams, (or equal). Primer for Wood shall be a wood primer designed for use with the paint selected. Primer for Metal shall be a metal primer designed for use with the paint selected.

1.02 RELATED SECTIONS: Drawings, General Provisions, Special Provisions and Division 1 apply to the work of this section.

- A. Section 06 10 00 - Rough Carpentry
- B. Section 07 62 00 - Sheet Metal Flashing and Trim

1.03 REFERENCES: References in these specifications to standards, test methods, codes etc., are implied to mean the latest edition of each such standards are adopted. The following is an abbreviated list of associations, institutions, and societies, which may be used as references throughout these specifications.

- A. American Society for Testing & Materials (ASTM):
 - 1. ASTM E96/E96M—2016: Standard for Water Transmission
 - 2. ASTM C1289—2018 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
 - 3. California Title 24 requirements for Cool Roof.
- B. American Wood Preservative Bureau:
 - 1. AWPB LP-2: Water Borne Preservatives (Above Ground)
- C. Industry Publications:
 - 1. National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual
 - 2. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TGFU R1306).
 - 3. Factory Mutual (FM Global) - Approval Guide.
Factory Mutual Standard 4470 - Approval Standard for Class 1 Roof Covers.
- D. SMACNA: Sheet Metal and Air Conditioning Contractors National Association
Chantilly, VA
- E. OSHA: Occupational Safety and Health Administration Washington, DC

1.04 COORDINATION

Coordinate with other trades affecting or affected by work of this section.

1.05 QUALITY ASSURANCE

- A. Contractor Qualifications: Prior to award of the contract the contractor shall submit evidence of the following:
 - 1. Contractor shall provide a letter stating that they have at least 4 years experience with TPO roofing systems and a list of 3 jobs over 150 squares.
 - 2. An updated letter from the primary roofing manufacturer they propose to use stating the Contractor has a valid “ Certificate of Eligibility “ and that application done by contractor will qualify for the warranty as required by the specification.
- B. Pre-Roofing Conference: Meet at the project site well in advance of the time schedules for roofing and other related work, and review requirements for the work and conditions which could possibly interfere with successful performance of the work, or required to coordinate with it or to protect it there after with representatives of all firms involved in the work. Require manufacturer's technical representative to participate in the conference. Date shall be determined after project has been awarded.
- C. Final Inspection: Manufacturer's representative shall provide a comprehensive intermediate and final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.
- A. Manufacturer Qualification: Roofing manufacturer shall own and operate their own manufacturing facility for TPO roofing system for a minimum of 7 years. Roofing membranes supplied under a private label agreement are not acceptable. Roofing manufacturer shall submit a letter from their CPA firm confirming compliance with this requirement.
- B. Testing and agency requirements:

1. Fire Testing: Material shall be tested for a minimum of Class A fire rating. The system should pass the said tests without any rock, covering or emulsions thus facilitating maintenance and eliminating excess load on the roof. All modified bituminous sheet roofing systems must bear testing agency (Underwriters Lab, Warnock Hersey etc.) on package or container indicating that materials have been produced under testing agency's classification and follow-up service.
2. Contractor shall obtain all local permits for the application of the roofing system. The contractor prior to the job must obtain necessary permits.

1.06 WARRANTY

- A. Roofing Contractor: Upon completion of work, furnish a written five-year workmanship guarantee. This warranty shall cover all leaks due to defective workmanship for a period of 5 years. Manufacturer shall conduct an audit at no cost to owner within 3 years of project completion date. All deficiencies identified in the report shall be fixed and brought up to specification at no cost to the owner.
- B. Manufacturer: Manufacturer shall provide owner with a 30 year non-prorated Roofing System Guarantee. Warranty should cover all leaks caused by faulty workmanship or material. Warranty will be in effect on the date of substantial completion of the project.

1.07 SUBMITTALS

- A. Pursuant to the provisions of the General Provisions. "Submittals" the Contractor shall submit the following:
 1. Product specification sheet for each roofing component within the specified system. Data should substantiate that materials comply with the specifications.
 2. Test results as outlined in Article 1.05.B above.
 3. Final warranty per Article 1.06.
 4. Samples (3" x 5") of each roofing component which is specified..
 5. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified.
 6. Installer shall provide written documentation from the manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section.
 7. As part of the submittal package, contractor shall submit a letter from the manufacturer agreeing to perform the maintenance services identified in section 1.06 C at no cost to the owner.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Roofing material shall be delivered to the job-site in new, dry, unopened containers clearly showing catalog number, product description, manufacturer's name and location. Delivered quantities should be sufficient to assure continuous work.
- B. Assure that materials are kept clean, and away from excessive heat and cold; do not remove labels or tear off protective covering until ready for application; store in an enclosed area where temperature is above 10 degrees C (50 degrees F) and below 32 degrees C (90 degrees F). Material shall not be stored directly on the ground.
- C. Do not double stack membrane. Maintain aisle space between stacks to facilitate fire suppression.
- D. Do not overload structure with building materials.

- E. Strictly follow recommended storage instructions supplied by the manufacturer.
- F. Store roll goods on end on pallets in a clean, dry, protected area. Take care to prevent damage to roll ends or edges. Do not double stack TPO systems or lay them on their side. Follow manufacturers' instructions for storage and handling.

2 **PART 2 - PRODUCTS**

3 **PART 3 - EXECUTION**

3.01 EXISTING / GENERAL CONDITIONS

- A. Contractor shall verify that surfaces are smooth, dry, sound, and free from any conditions effecting proper roofing applications. Prior to starting work, owner shall be advised of conditions needing correction. Work will not be started until other trade work required ahead of membrane application is completed. Contractor is responsible for all carpentry work such as wood nailers, wood curbs, wood expansion or contracting members, wood cants and similar items necessary for the completion of the work according to these specifications.

Removal of existing roof

- 1. The existing roofing membrane(s) and insulation shall be removed to the existing deck and shall include but not be limited to, all wall flashings, edge flashings, and all other items incorporated there in.
- 2. Remove only as much roofing as can be replaced with a completely new roofing system and made watertight the same day. Phase roofing application is not allowed.
- 3. All debris shall immediately be removed from the roof surface and deposited into trucks or containers through an enclosed trash chute. Removal of existing roofing materials should be performed in conjunction with the installation of the new roofing system. All exposed areas must immediately be covered and made watertight. No overnight stockpiling of debris on the roof shall be permitted.
- 4. Contractor shall clean all roof surfaces and is responsible for keeping the building and surrounding area neat and orderly.
- 5. Trash container or trucks shall be removed from the premises when they are full.
- 6. Clean the roof deck surfaces of all loose materials and other impediments detrimental to the application of the new roofing materials.

3.02 PROTECTION

- A. Prior to any job shut-down, all seams laid in the preceding time period shall be checked for water tightness. Required precautions should be taken to leave the job in watertight condition. If moisture is present at any location contractor at no expense to the owner or manufacturer will replace all wet material.
- B. All finished work of other trades that is damaged in the execution of work under this section shall be replaced or restored at the expense of the trade who caused the damage.
- C. Ground storage and work shall be confined to the areas designated by the Owner as agreed upon at the pre-bid conference. Do not travel across landscaped areas without the Owner's approval.

3.03 SURFACE PREPARATION

- A. Prior to installing the roofing material, remove from deck all debris, nails, sharp objects, dirt, moisture, petrochemical materials or projections that could in any way damage the systems. Surface shall be prepared such that there is positive and workable drainage. Areas of the roof with ponding water should be corrected and the slope adjusted accordingly so as to prevent future

standing water.

3.04 WORKMANSHIP

- A. Contractors must be thoroughly skilled in the application of specified materials; with all workmanship done in such a manner as to fulfill the requirements of drawings and specifications. Any specific directions furnished by manufacturer, and as published in the manufacturer's manual for modified bitumen roofing systems, regarding the application of roofing materials shall be strictly followed. All deviations from the manufacturer's published instructions shall be secured in writing on the manufacturer's letterhead approved by the "Manager of Technical Services".
- B. Prior to applying TPO system the contractor and his foreman shall review the specifications and the manufacturer's technical manual with the manufacturer's technical representative to make certain all aspects of membrane application is understood. Application will proceed in strict accordance with specifications and detailed drawings and instructions in said technical manual. No verbal/oral deviation will be accepted unless authorized on company's letterhead signed by the company's "Manager of Technical Services".
- C. Maintain constant supervision by a competent foreman.
- D. Contractor must supervise installation of and be responsible for seeing that roof mechanical, electrical equipment, roof drains and other works are properly flashed. Make roof and flashing repairs as necessary; advise the Architect / owner in writing of all potential leaks as may be caused by other trades.
- E. Install only as much roofing material as can be completed and covered with a cap membrane in one day. No section of the roof should be left exposed and unfinished. Phase roofing is not accepted.
- F. Do not roll roofing equipment or stack materials on completed new roofing surfaces, without the adequate protection of a ½" plywood sheets.
- G. Do not apply any roofing materials before sunrise, or at anytime when there are indications of moisture, (rain, mist, dew, frost or snow).
- H. Insure that no heavy objects remain in one place on the portions of the new roofing membrane where the membrane has not yet set or the adhesive has not fully bonded the layers. .
- I. Insure that all fish mouths are cut and patched (do not attempt to walk down the fish mouths). Objects causing separation between reinforcing plies must be removed.
- J. Every attempt shall be made to install flashings at openings, projections, and walls adjoining new roofing during all work periods. If circumstances do not allow this, these areas shall be made watertight at the end of each day or work period.
- K. Aesthetic Considerations: An aesthetically pleasing overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, and apply the specified materials including granules, and exercise care in ensuring that the finished application is acceptable to the Owner.

3.05 INSULATION APPLICATION

- A. Shall be applied in strict conformance with insulation manufacturer's specification and comply with NRCA and RIC- TIMA recommendations.

Mechanically fasten the tapered polyisocyanurate board over the metal deck / Light Weight Concrete / Wood Deck with 16 fasteners per board per FM –I90 pattern (1.2 meter x 2.43 meter board (4 x 8 foot board). Fasteners shall be of sufficient length to penetrate the board and the metal deck and comply with FM I90 requirement. Use only fasteners with a minimum 3-inch (76 mm) stress plate when mechanically attaching insulation. Do not attach insulation with nails. Adhere the pre primed cover board over the polyisocyanurate insulation in adhesive.

- B. Install insulation boards with staggered board joints in one direction (unless taping joint).
- C. Install insulation boards snug. Gaps between board joints shall not exceed 1/4 inch (6 mm). All gaps in excess of 1/4 inch (6 mm) shall be filled with like insulation material.
- D. Wood nailers shall be 3-1/2 inches (89 mm) minimum width or 1 inch (25 mm) wider than metal flange. They shall be of equal thickness as the insulation with a minimum 1-inch (25 mm) thickness. All nailers shall be securely fastened to the deck.
- E. Cant strips shall be installed at the intersection of the roof and all walls, parapets, curbs, or transitions approaching 90 degrees, to be flashed. They shall be approximately 4 inches (102 mm) in horizontal and 4 inches (102 mm) in vertical dimension. The face of the cant shall have an incline of not more than 45 degrees with the roof.
- F. Do not install any more insulation than will be completely waterproofed each day.

3.06 COLD ADHESIVE

- A. **Smooth Ply & Cap Membrane Application:** Apply roofing in accordance with roofing system manufacturer's specification and the following requirements. Apply the ply and cap sheet in cold adhesive allowing 3.5" side and 6" on end laps. End laps shall be staggered with a minimum spacing of 3". Apply to produce a 1/8" -1/4" outflow of adhesive at all seams. Areas with less than 1/8" outflow will be checked with a trowel and resealed. Turn up 2" above can strip at all vertical surfaces. All layers shall be 100% adhered to each other and to the protection board or base. Areas of partial or loose adhesion shall be redone at contractor's sole cost and expense. The roofing membrane components shall immediately be applied after application of base sheet and/or insulation as a continuous operation.
 - 1. Priming: All metal flanges (all jacks, edge metal, and lead drain flashings) and concrete and masonry surfaces shall be primed with an asphalt primer meeting ASTM D 41.
 - 2. Membrane Adhesive Application: roller, squeegee or spray unit can be used for application of the membranes. Application shall be done in a smooth, even, continuous layer without breaks or voids. Pour the adhesive on the substrate and spread, using a serrated edged squeegee, applied at the rate of 1-1/2 gal per square (6 L/sm).
 - 3. Fill all voids between the penetration and flashing collar with approved caulking.
 - 4. Apply the adhesive so that the substrate is coated in a pattern slightly larger than the first sheet being applied.
 - 5. End laps and selvage laps of the membrane being lapped shall be coated with adhesive so that a visible bead of adhesive appears. Roll all laps with a steel roller to ensure proper adhesion. Alternately, the end laps and side laps may be hot air welded. The hot-air welding method will provide a watertight lap immediately and may be preferable when inclement weather is threatening.
 - 6. Allow 5 to 15 minutes for solvents to evaporate from the adhesive (i.e. tack time or open time) before embedding any sheets into newly applied adhesive. Tack times may vary based on ambient conditions.

7. All rolls (both ply and cap) shall never be put down in full-length rolls (33 lineal feet). They should be cut to the following lengths.

Slopes of	¼" up to 1 ½"	17-foot max
Slopes of	1 ½" to 2"	11-foot max

8. All material must be cut to specified lengths then relaxed or heated until the material lies completely flat before installation. (i.e. no wrinkles, buckles or rigid end strips)
9. Matching granules may be broadcast into the modified bitumen bleed out at seams while hot to enhance the finished appearance of the membrane.
10. All end laps shall be staggered a minimum of 18 inches (457 mm) so that no adjacent end laps coincide. If end laps fall in line or are not staggered the proper distance, a full width of membrane shall be installed over the end laps. End laps, flashing sheets and other seams formed over granule surfaces require pre-heating of the top surface of the underlying granule surface membrane to a point where the granules just begin to sink into, and the modified bitumen compound comes up through the granules to ensure proper seam construction and adhesion.
11. All laps shall be parallel or perpendicular to the slope of the roof such that the flow of water is not against the lap.

3.07 BASE FLASHINGS

- A. Install all base flashings of roof wall junctures, projections and expansion point curbing per manufacturers specification. Backer sheet for flashing shall be a minimum of one layer of self-adhering smooth-surfaced polymer-modified bitumen sheet, smooth heat welded membrane covered with top surfacing. Base flashing cap sheet shall be applied via heat welding. Cold adhesive application of flashing is not allowed due to possibility of slippage.
- B. Base flashing shall be fused in place so that it extends a minimum 6" onto surface of roof and a minimum of 4" above termination of roofing membrane on wall. When flashing has to be installed over a porous surface, apply asphalt primer at a rate of 1.9 - 2.8 liter / 10 sqm (1/2 to 3/4 gal. per 100 sq. ft) and allow to dry.
- C. Apply pressure to the flashing membrane to obtain maximum contact to surface to which it is applied. There shall be no voids under the base flashing membrane. It is imperative that complete attachment be obtained to the roof surface, roofing membrane over cant, and the wall. A small bead of bitumen should be squeezed out at the edges.
- D. Subsequent strips of base flashing shall be fused in place in the same fashion, overlapping preceding strip by 4". Overlap shall be interply fused to preceding strip. Pressure shall be applied to surfaces to ensure adhesion.
- E. The flashing must not remain open at the end of the workday.
- F. The contractor shall thoroughly inspect the completed flashing system at the end of each day's work.
- G. Mechanically fasten top edge base flashings with approved fasteners 4"-6" on center per manufacturer's specifications.
- H. Install metal counter flashing as required.

3.08 FLASHINGS

- A. Install all base flashings of roof wall junctures, projections and expansion joints per manufacturers' specification. Special care shall be taken to generously preheat the surface to which the flashing is being applied prior to heating the bottom of flashing membranes. Manufacturer's detailed flashing drawing's and application procedures shall be observed and strictly followed.

3.09 SEALANT

- A. All edges of flashing exposed at gravel stops, waste stacks, pitch pans, vent stacks, etc., to be caulked with a smooth continuous bead of approved sealant.

3.10 INSPECTION OF COMPLETED SYSTEM

- A. All cap membrane shall be carefully inspected by the Architect / owner for construction damage and imperfect heat fusion. Any holes or tears shall be patched with the appropriate cap membrane. The patch must extend at least 4" in all directions from the edges of the tear or puncture. The final inspection of the roofing system shall be done prior to application of the coating. Any deficiency identified shall be repaired prior to applying the coating.

3.11 DEFICIENCY ADJUSTMENTS

- A. Deficiencies identified by the Architect / owner during the final inspection shall be corrected within five (5) working days. The warranty will not be issued until the deficiencies are corrected.

3.12 CLEANING AND REPAIRING

- A. The contractor shall be held fully responsible for cleaning, repairing, touch up or replacing (when directed) items or areas which have been soiled, discolored or damaged by the work of this section. Precaution shall be taken against splashing any material on to adjacent areas. The contractor shall immediately remove any trace of such splashes or spills.

3.13 WALKWAYS

- A. Construct walkways prior to the application of coating by adhering it with approved adhesive. Install walkways per architectural drawing. If no drawings are provided then install walkway around the perimeter of all rooftop equipment, at all door and stair landings and pathway between both.
- B. Walkway sections shall be no longer than 3'x4' with a 2" inches minimum gap between each section to allow for drainage.

3.14 DEBRIS DISPOSAL

- A. The contractor shall make his own arrangements for disposal of debris and waste material. All disposals will be done off site and at the contractor's expense. The owner assumes no responsibility for the disposal of any roofing material. Debris from project will be removed daily, and at no time allowed to block any thoroughfare. Premises shall be cleaned to the satisfaction of Architect / owner.

3.15 FIRE WATCH:

- A. Fire watch shall be provided continuously during and for at least 2 hour after the last torch on the roof is extinguished. At least two 2-1/2 gallon containers of water and two 4A60BC extinguishers shall be available during the fire watch. When work is interrupted, or at the end of a section of roofing, and at end of each day's work, areas which had been subjected to torch applications shall

be surveyed with an infra-red sensing device. Hot spots shall be cooled and re-surveyed. If a hot spot persists, the roof shall be cut open and any smoldering shall be extinguished before the foreman leaves the site.

END OF SECTION

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counter flashings, gutters, downspouts and other items indicated in Schedule. B. Sealants for joints within sheet metal fabrications.

1.02 RELATED REQUIREMENTS

- A. Section 07 32 16 Concrete Roof Tiles
- B. Section 07 52 00 Modified Bitumen Membrane

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M—2017- Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
- B. ASTM B695—2004(2016) - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel Strip for Building Construction CDA A4050 - Copper in Architecture - Handbook; current edition.
- C. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 SUBMITTALS

- A. See Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Include major counter flashings, trim, fascia units and expansion joint systems, downspouts and scuppers.
- D. Describe material profile, jointing pattern, jointing details, fastening methods and installation details.
- E. Scaled manufacturer's catalog data acceptable.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with five years of documented experience in commercial and institutional type construction.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Package and protect materials during shipment to avoid dampness and staining. Uncrate and inspect materials for damage, dampness and staining upon delivery to the jobsite. Remove from the site and replace damaged materials that cannot be restored to like-new condition.
- C. Store materials in dry, weather-tight, ventilated areas until immediately before installation. Stack performed and prefabricated material to prevent twisting, bending or abrasion and to provide ventilation. Prevent contact with materials during storage which may cause discoloration, staining or damage.
- D. Handle sheet metal items to avoid damage to surfaces, edges and ends.
- E. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Galvanized Steel: ASTM A653/A653M—2017; grade A, commercial quality, with G90/Z275 zinc coating; minimum 24 gage, (0.0239 inch) (0.61 mm) thick base metal or as indicated on the Drawings.
- B. Lead Sheet: ASTM B749-03, 0.047 inch (1.19 mm) minimum thickness; UNS Number L51121.
 - 1. Minimum 4 lbs/sf for split-lead (field soldered) jacks and drains, 2-1/2 lbs/sf for roof jacks.

2.02 GUTTER AND DOWNSPOUT FABRICATION

- A. Seal metal joints.

2.03 ACCESSORIES

- A. Provide accessory materials and other items essential to complete the sheet metal and trim installation, including sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of the work, matching or compatible with material being installed, non-corrosive, size and gage required for performance minimums.
- B. Fasteners: Rivets, nails, sheet metal screws, machine screws, self-tapping screws and stove bolts, of the types and size best adapted to the conditions of use.
 - 1. Provide fasteners of the type specified or indicated.
 - 2. Unless otherwise noted, fasteners shall be galvanized steel or stainless steel, with soft neoprene washers.
 - 3. Open-end type rivets may be used for all applications except where watertight connections are required, in which case use closed-end type only.
 - 4. Fasteners to Wood Substrate: Full threaded screws, galvanized when applied on the exterior, minimum No. 12 size, round head or flat head with neoprene washers as appropriate to surface applied.
 - 5. Fasteners to Concrete, Masonry and Metal Substrates: Galvanized when applied on the exterior, expansion or wedge type as appropriate to surface applied, neoprene washers.
 - 6. Comply with details on Drawings.
- C. Underlayment:
 - 1. ASTM D412; Standard Test Method for Vulcanized Rubber and Thermoplastic Elastomers - Tension
 - 2. ASTM D903; Standard Specification for Peel or Stripping Strength of Adhesive Bonds.
- D. Primer: Coordinate primer with finish paint and coating, as applicable, to provide sound foundation for field-applied topcoats despite prolonged exposure during construction.
 - 1. Shop Primer for Galvanized Steel, Exterior: SERIES 66 EPOXYLINE, Two-Part Epoxy Coating, by Tnemec.
 - 2. Shop primer for Ferrous Metal at Concealed Exterior Locations and for Interior Locations: 90E-92, ETHYL SILICATE ZINC-RICH PRIMER, by Tnemec.

2.04 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate materials in accordance with the best trade practices and with all joints and corners accurately machined, filled and fitted and rigidly framed together and connected. C. Carefully match components to produce perfect continuity of line and design.
- D. Make joints and connections in exterior face metal watertight, using approved sealing materials and methods of assembly.
- E. Fit faces of metal in contact with hairline joints, except as otherwise indicate or require for expansion or fitting.
- F. Conceal fastenings, unless otherwise indicated. Conceal required reinforcements within the finished assembly.

G. Provide for expansion and contraction by providing expansion and contraction and building movement capability in the completed work, without over-stressing the materials, breaking connections, or producing wrinkles and distortion in finished surfaces.

1. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of sheet metal work, form metal to provide for proper installation of one-component sealant.

2. Expansion Provisions: Where lapped or bayonet-type expansion provisions in sheet metal work cannot be used or would not be sufficiently waterproof and weatherproof form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with one component polyurethane sealant.

H. Finish sheet metal work water and weather-tight throughout.

I. Form pieces in longest possible lengths, true to shape, accurate in size, square and free from distortion or defects. Typically, provide sheet metal items in 8 to 10 ft lengths. Single pieces less than 8 ft long may be used to connect to factory-fabricated inside and outside corners and at ends of runs.

J. Miter and seam corners. Form exposed sheet metal work without excessive oil-canning, buckling or tool marks, true to line and levels indicated and with exposed edges folded back to form hems on underside 1/2 inch.

K. Form material with flat-lock seams. Sweat full of solder, except where installed to permit expansion and contraction. Lap flat-lock seams and lap seams where soldered, according to pitch, but in no case less than 3 inches. Make seams in direction of flow. Fill expansion joints with sealant.

1. Soldered flat lap seams not permitted.

L. Fabricate corners from one piece with minimum 18 inch long legs; solder for rigidity, seal with sealant.

M. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.

B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 INSTALLATION

A. Comply with details as indicated on the Drawings and included in the NRCA manual. When details or conditions are not indicated, comply with standard details and recommended practices in SMACNA and referenced industry standards. For proprietary products, comply with manufacturer's installation instructions and recommendations.

B. Produce lines, profiles, rises and angles accurate, sharp and true. Make corners square, surfaces true and straight in planes.

C. Exposed surfaces shall be free from visible wave, warp, buckle or tool marks. Fold back exposed edges neatly to form a 1/2 inch hem on the concealed side. Make sheet metal exposed to the weather watertight with provisions for expansion and contraction.

D. Secure flashings in place using concealed fasteners. Provide compatible washers to protect surface of sheet metal and to provide a watertight connection.

1. Restrict screw and nail applications to sheet metal having a maximum width of 18 inches.

2. Space fasteners evenly not over 3 inches O.C. and approximately 1/2 inch from edges.

3. Exposed fasteners in locations open to public view not permitted.

E. Install sheet metal flashing and trim with laps, joints and seams that will be permanently watertight and weatherproof. Provide lapped and sealed joints only where indicated and where approved by the Architect.

F. Apply plastic cement compound between metal flashings and felt flashings.

- G. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- H. Seal metal joints watertight.
- I. Solder metal joints for full metal surface contact.
 - 1. Clean and flux metals in seams before soldering.
 - 2. Pre-tin edges of sheet metal before soldering.
 - 3. Solder immediately after application of flux. Slowly solder with well heated soldering irons so as to thoroughly heat the seams and completely sweat the solder through the full width of the seam.
 - 4. After soldering, wash metal clean with neutralizing solution and rinse with water.
- J. Secure all sheet metal components in place using concealed fasteners.
- K. Seal metal joints watertight. Apply plastic cement compound between metal flashings and felt flashings.
- L. Cleats and Starter Strips:
 - 1. Provide cleats for sheet metal where indicated and also where sheet metal is 18 inches and over in width.
 - 2. Unless continuous cleat is indicated, space cleats evenly not over 12 inches oc, unless otherwise indicated.
 - 3. Unless otherwise indicated, cleats shall be not less than 2 inches wide by 3 inches long and of the same material and thickness as the sheet metal being installed.
 - 4. Secure one end of cleat with two fasteners, with cleat folded back over the fastener head. Lock other end into seam.
 - 5. Pre-tin cleats for soldered seams.
- M. Flanges: Bed flanges of sheet metal fabrications in a thick coat of bituminous roofing cement where required for waterproof performance.
- N. Seams:
 - 1. Provide seams with uniform width and height, with no solder showing on the face.
 - 2. Flat-lock seams. Finish not less than 3/4 inch wide.
 - 3. Lap seams. Overlap seams, not soldered, shall be not less than 3 inches wide.
 - 4. Loose-lock expansion seams shall be not less than 3 inches wide. Provide minimum 1 inch movement within the joint. Completely fill the joints with one-component polyurethane sealant applied in a not less than 1/8 inch bed.
 - 5. Standing seams shall be not less than 1 inch high, double locked without solder.
 - 6. Flat seams shall be fabricated in the direction of the flow.

3.03 EXPANSION CONTROL

- A. Provide for expansion and contraction of sheet metal as recommended in SMACNA.
- B. Sheet metal shall accommodate thermal expansion and contraction resulting from an ambient temperature differential of 120 degrees F, which may result in a metal surface temperature range of 180 degrees F, without causing buckling excessive stresses on structural elements or fasteners, stresses on glazing, failure of seals, reduction of performance or other detrimental effects on appearance and performance.
- C. Provide expansion and contraction control joints at not more than 40 ft intervals typically. Provide joints at 10 ft O.C. for copings, gravel stops and other roof edge terminations. Space joints evenly.
- D. Where the distance between the last expansion joint and the end of the continuous run is more than half the required interval, provide an additional joint.
- E. Attach expansion joint units to curb nailers with appropriate fasteners, at maximum spacing of 6 inches oc. Fabricate seams at joints between units with minimum 3 inch overlap, to form a continuous, waterproof system.

3.04 DISSIMILAR MATERIALS

- A. Coat surfaces in contact with mortar, concrete or other cementitious materials with alkali-resistant bituminous coating.
- B. Apply 7.5 mil minimum dry film thick coating of bituminous paint to each contacting face of dissimilar metals, for net 15 mil minimum thickness of coating.
- C. Paint surfaces of wood or other absorptive materials that may become repeatedly wet and in contact with metal with heavy application of bituminous coating.

3.05 FLASHINGS AND COUNTERFLASHINGS

- A. Fit flashings tight in place. Secure flashings in place using concealed fasteners only.
- B. Install reglets true to lines and levels, located minimum 8 inches above cant at high point of roof decks. Install reglets to receive counterflashing in manner and by methods indicated. Seal top of surface-applied reglets with one-component polyurethane sealant.
- C. Install counterflashing in reglets to form tight fit, either by snap-in seal arrangement or by securing in place with lead wedges spaced 18 inches oc maximum. Pack remaining spaces with lead wool.
- D. Insert counterflashing in reglets, extending down vertical surfaces over upturned vertical leg of base flashings not less than 3 inches.
- E. Form counter flashings to required shapes before installation.
- F. Lengths of metal counter flashings shall not exceed 10 ft. Where stepped counter flashings are required, counterflashing may be installed in short lengths of may be of preformed, one-piece type.
- G. Provide factory or shop formed corners not less than 12 inches from the angle.
- H. Provide end laps in counter flashings not less than 3 inches and make laps weathertight with sealant.
- I. Install edge of counter flashings built into masonry or concrete walls not less than 2 inches into wall.
- J. Fold exposed edges of counterflashing 1/2 inch. Install material to provide a spring action against base flashing.

3.06 ROOF PENETRATIONS

- A. Provide metal flashing for all pipes, ducts and conduits projecting through the roof surface and for equipment supports, and similar items supported by or attached to the roof deck as required for a watertight assembly of new roofing materials.
- B. Vent Pipe Flashing:
 - 1. Construct vent pipe flashing sleeve of 2-1/2 lb lead with minimum 4 inch wide flange.
 - 2. Prior to pipe flashing installation, install roofing plies up to the pipe penetration and cut neatly around the opening.
 - 3. Prime pipe flashing flange on both sides with specified primer.
 - 4. Flanged metal shall be primed, allowed to dry, installed on top of finished plies, in a bed of mastic and nailed 4 inches O.C. staggered and stripped-in with two reinforcing felts (the first 4 inches beyond flange, the second 4 inches beyond first) prior to application of surfacing.
 - 5. Mop over to ensure embedment of top surfacing.
 - 6. Crimp top of lead at least one inch into pipe.
 - 7. Provide draw band and sealant at condensate lines, electrical, gas and similar penetrations.

3.07 CLEANING AND PREPARATION FOR FIELD PAINTING

- A. Neutralize excess flux with 5 to 10 percent soda solution and rinse.
- B. Repair or replace damaged and deformed sheet metal.

- C. Wash down exposed surfaces and remove stains, scrap and debris such that sheet metal is ready to receive field painting and related work.
- D. Remove soiling, dust, contamination from steel wool and drilling residue and other scrap and debris.
- E. Scrub surfaces with detergent solution as necessary to remove grease and oil films, handling marks and stains.

3.08 FIELD PAINTING

- A. Field-paint exposed sheet metal for corrosion resistance and decorative purposes.
- B. Paint all exposed sheet metal under provisions of Special Coatings.

3.09 SCHEDULE

- A. Downspouts:
 - 1. Exposed Type: Rectangular shape and size as indicated on Drawings, gage as indicated on the Drawings, or if not indicated, minimum 20 gage galvanized sheet steel with brackets, reinforcing and internal diverters.
 - 2. Fabricate downspouts in approximately 10 ft lengths.
 - 3. Provide end joints telescoped not less than 1/2 inch and with flat lock seams.
 - 4. Provide downspout terminations at grade. Coordinate installation to ensure that water is directed onto concrete paving or concrete splash block. Provide connection to underground storm drain system where indicated on Drawings.
- B. Reglets and Flashings:
 - 1. Provide formed metal spring-lock type reglets with snap-in metal counterflashing, factory fabricated, with a minimum opening of 1/4 inch and a depth of 1-1/4 inches. Reglets shall be surface-mounted, unless shown otherwise on Drawings.
 - 2. Material: Minimum 24 gage galvanized steel.
 - 3. End Laps: Factory-formed, 1 inch at reglets and 3 inches at flashings.
 - 4. Corners: Provide built-up mitered corner pieces for internal and external angles.
 - 5. Wind Clips: Provide sheet metal clips to be secured to wall prior to installing flashing in reglet and to be bent up over bottom edge of flashing.
 - 6. Provide slotted mounting holes spaced 16 inches O.C. for fastening reglet to vertical substrate.
 - 7. Corners: Factory-manufactured, mitered inside and outside corners.
 - 8. Splices: Factory-manufactured, integral component of reglet and flashing system.
- C. Copings and Cap Flashings
 - 1. Fabricate from minimum 20 gage galvanized steel. Provide all coping and caps of the types and shapes indicated on Drawings.
 - 2. Build-in integral expansion joints, allowing for movement of the metal without resulting in distortion of coping or leaks of any kind. Work shall be watertight.
- D. Gutters:
 - 1. Fabricate from minimum 24 gage galvanized sheet metal.
 - 2. Install an expansion joint every 30 linear feet of gutter. Install cover plates over expansion joints.
 - 3. Fabricate gutter without longitudinal seams.
 - 4. Install cradles of 1/4 inch by 1-1/2 inch galvanized steel at 36 inches oc.
 - 5. Gutters shall rest in cradles but shall not be mechanically fastened, to allow for expansion and contraction.
- E. Scuppers:
 - 1. Fabricate from 20 gage galvanized sheet steel.
 - 2. Apply Type 1 sealant, as specified in Section 07900, in all crevices.
- F. Downspouts and Strainers:

1. Fabricate from 24 gage galvanized steel.
2. Strainers shall be 10 gage galvanized steel wire basket type.
3. Provide all anchor clips and straps as required for installation.
4. Install wire basket strainer in all downspouts at gutter level.

G. Drips:

1. Fabricate from 20 gage galvanized sheet steel at heads of all doors in exterior walls where no roof or overhead protection occurs.
2. Extend drips minimum 2 inches beyond jambs.

H. Pitch Pans:

1. Construct pitch pans of minimum 24 gage galvanized sheet metal, 4 inches high, with minimum 4 inch continuous flange.
2. Prime all surfaces with specified primer, including surfaces of pipe or structural element penetrating the roof system.
3. Flanged metal shall be primed, allowed to dry, installed on top of finished plies, in a bed of mastic and nailed 4 inches O.C. staggered and stripped-in with two reinforcing felts (the first 4 inches beyond flange, the second 4 inches beyond first) prior to application of surfacing.
4. Apply membrane system.
5. Fill pitch pan 2/3 depth with non-shrink grout. Fill top 1/3 depth with specified plastic cement, sloped to drain.

H. Miscellaneous:

1. Provide miscellaneous flashings as shown on the Drawings and required to complete sheet metal flashing and trim work under this Section.
2. Provide shop drawings indicating details for approval.
3. Materials: Not less than 24 gage thickness, and as required to produce firm, solid, structurally sound elements, capable of withstanding wear and external forces normally associated with component or assembly.

END OF SECTION

SECTION 09 90 00

INTERIOR, EXTERIOR AND HIGH-PERFORMANCE PAINTS AND COATINGS

PART 2 GENERAL

2.1 SECTION INCLUDES

- A. Interior paint and coating systems (LEED-V4 and V4.1) including surface preparation.
- B. Interior paint and coating commercial systems including surface preparation.
- C. Interior paint and coating healthcare systems including surface preparation.
- D. Interior high-performance paint and coatings systems including surface preparation.
- E. Exterior high-performance paint and coatings systems including surface preparation.
- F. Exterior paint and coating systems including surface preparation.

2.2 RELATED SECTIONS

- A. Section 03 30 00 - Cast-in-Place Concrete.
- B. Section 04 20 00 - Unit Masonry: Concrete Masonry Units (CMU) and brick.
- C. Section 05 12 16 - Fabricated Fireproofed Steel Columns.
- D. Section 05 50 00 - Metal Fabrications.
- E. Section 06 20 00 - Finish Carpentry.
- F. Section 06 40 00 - Architectural Woodwork.
- G. Section 08 11 13.16 - Custom Hollow Metal Doors and Frames.
- H. Section 09 21 16.23 - Gypsum Board Shaft Wall Assemblies.
- I. Section 23 05 00 - Common Work Results for HVAC.
- J. Section 26 05 00 - Common Work Results for Electrical.

2.3 REFERENCES

- A. Steel Structures Painting Council (SSPC):
 - 1. SSPC-SP 1 - Solvent Cleaning.
 - 2. SSPC-SP 2 - Hand Tool Cleaning.
 - 3. SSPC-SP 3 - Power Tool Cleaning.
 - 4. SSPC-SP5/NACE No. 1, White Metal Blast Cleaning.
 - 5. SSPC-SP6/NACE No. 3, Commercial Blast Cleaning.
 - 6. SSPC-SP7/NACE No. 4, Brush-Off Blast Cleaning.
 - 7. SSPC-SP10/NACE No. 2, Near-White Blast Cleaning.

8. SSPC-SP11, Power Tool Cleaning to Bare Metal.
 9. SSPC-SP12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating.
 10. SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete.
- B. Material Safety Data Sheets / Environmental Data Sheets: Per manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406). VOCs may vary by base and sheen.
- C. California Department of Public Health (CDPH):
1. CDPH v1.1-2010 and V1.2-2017
- D. LEEDv4 EQ Credit: Indoor Environmental Quality-Low Emitting Materials

2.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: For each paint system indicated, including.
1. Product characteristics.
 2. Surface preparation instructions and recommendations.
 3. Primer requirements and finish specification.
 4. Storage and handling requirements and recommendations.
 5. Application methods.
 6. Cautions for storage, handling and installation.
- C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available.
- D. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.
- E. Coating Maintenance Manual: Upon conclusion of project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams, "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.
- F. Only submit complying products based on project requirements (i.e. LEED). One must also comply with the regulations regarding VOCs (CARB, OTC, SCAQMD, LADCO). To ensure compliance with district regulations and other rules, businesses that perform coating activities should contact the local district in each area where the coating will be used.
- G. USGBC LEED V4 Submittals:
1. MRc2 Environmental Product Declaration Product Language: Products shall be selected with a preference to products that have product-specific environmental product declaration documentation.
 2. EQc2 Low Emitting Materials: The VOC content of all adhesives, sealants, paints and coatings in this Section shall not exceed the VOC limits established in Division 01 Sustainable Design sections.

2.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors and sheens available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.
- D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish surfaces for verification of products, colors and sheens.
 - 2. Finish area designated by Architect.
 - 3. Provide samples that designate primer and finish coats.
 - 4. Compatibility and Adhesion: Check after one week of drying and curing by testing in accordance with ASTM D3359; Adhesion by tape test. If coating system is incompatible, additional surface preparation up to and including complete removal may be required.
 - 5. Do not proceed with remaining work until the Architect approves the mock-up.

2.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
 - 1. Product name, and type (description).
 - 2. Application and use instructions.
 - 3. Surface preparation.
 - 4. VOC content.
 - 5. Environmental handling.
 - 6. Batch date.
 - 7. Color number.
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

2.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

2.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.

- B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

PART 3 PRODUCTS

3.1 MANUFACTURERS

- A. Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave.; Cleveland, OH 44115; ASD Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989; Email: request info specifications@sherwin.com; Web: www.swspecs.com.
- B. Substitutions: Not permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

3.2 APPLICATIONS/SCOPE

- A. Interior Paint and Coating Systems: LEED v4 EQ Credit: Indoor Environmental Quality-Low Emitting Materials.
 - 1. Concrete: Poured, precast, tilt-up, cast-in-place, cement board, plaster.
 - 2. Concrete: Non-vehicular floors.
 - 3. Masonry: Concrete masonry units, including split-face, scored, and smooth block.
 - 4. Metal: Aluminum, galvanized steel.
 - 5. Metal: Structural steel, joists, trusses, beams, partitions and similar items.
 - 6. Wood: Walls, ceilings, doors, trim and similar items.
 - 7. Drywall: Drywall board, Gypsum board.
- B. Interior Paint and Coating Commercial Systems:
 - 1. Concrete: Poured, precast, tilt-up, cast-in-place, cement board, plaster.
 - 2. Concrete: Non-vehicular floors.
 - 3. Masonry: Concrete masonry units, including split-face, scored, and smooth block.
 - 4. Metal: Aluminum, galvanized steel.
 - 5. Metal: Structural steel, joists, trusses, beams, partitions and similar items.
 - 6. Wood: Walls, ceilings, doors, trim and similar items.
 - 7. Drywall: Drywall board, Gypsum board.
- C. Interior Paint and Coating Healthcare Systems:
 - 1. Concrete: Poured, precast, tilt-up, cast-in-place, cement board, plaster.
 - 2. Concrete: Non-vehicular floors.
 - 3. Masonry: Concrete masonry units, including split-face, scored, and smooth block.
 - 4. Metal: Aluminum, galvanized steel.
 - 5. Metal: Structural steel, joists, trusses, beams, partitions and similar items.
 - 6. Wood: Walls, ceilings, doors, trim and similar items.
 - 7. Drywall: Drywall board, Gypsum board.
- D. High Performance Interior Paint and Coating Systems:
 - 1. Concrete: Poured, precast, tilt-up, cast-in-place, cement board, plaster.
 - 2. Concrete: Exposed ceilings.
 - 3. Masonry: Concrete masonry units, including split-face, scored, and smooth block.
 - 4. Metal: Aluminum, galvanized steel.
 - 5. Metal: Structural steel, joists, trusses, beams, partitions and similar items.
 - 6. Wood: Walls, ceilings, doors, trim and similar items.

7. Drywall: Drywall board, Gypsum board.
- E. High Performance Exterior Paint and Coating Systems:
1. Concrete: Cementitious siding, flexboard, transite, and shingles; non-roof.
 2. Masonry: Concrete masonry units, cinder or concrete block.
 3. Metal: Aluminum, galvanized steel.
 4. Metal: Miscellaneous iron, ornamental iron, ferrous metal.
 5. Wood: Siding, trim, shutters, sash, and miscellaneous hardboard.
- F. Exterior Paint and Coating Systems:
1. Concrete: Cementitious siding, flexboard, transite, and shingles; non-roof.
 2. Masonry: Concrete masonry units, cinder or concrete block.
 3. Concrete: Non-vehicular concrete floors, patios, porches, steps and platforms.
 4. Metal: Aluminum, galvanized steel.
 5. Metal: Miscellaneous iron, ornamental iron, ferrous metal.
 6. Wood: Non-vehicular floors, and platforms.
 7. Wood: Siding, trim, shutters, sash, and miscellaneous hardboard.
 8. Architectural PVC, plastic, fiberglass.
 9. Drywall: Gypsum board, and exterior drywall.
 10. Vinyl: Siding, EIFS, synthetic stucco.

3.3 PAINT MATERIALS - GENERAL

- A. Paints and Coatings:
1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufacturer's product instructions for optimal color conformance.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.
- D. Color: Refer to Finish Schedule for paint colors, and as selected.
- E. LEED Requirements: LEED V4 and V4.1 EQ Credit: Indoor Environmental Quality-Low Emitting Materials.

3.4 INTERIOR PAINT AND COATING SYSTEMS (LEED-V4 AND V4.1 NC/CI/CS COMPLIANT)

- A. Concrete: Walls and Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, Tilt-Up, Cast-In-Place including Plaster Walls and Ceilings.
1. Latex Systems:
 - a. Gloss Finish High Performance:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series.

- 3) 3rd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series (6.0 mils wet, 2.5 mils dry per coat).
- b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series (4 mils wet, 1.5 mils dry per coat).
- c. Semi-Gloss Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Semi-Gloss, B31-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Semi-Gloss, B31-1950 Series (4 mils wet, 1.6 mils dry per coat).
- d. Semi-Gloss Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: Sherwin-Williams SuperPaint Air Purifying Technology, Semi-Gloss, A88 Series.
 - 3) 3rd Coat: Sherwin-Williams SuperPaint Air Purifying Technology, Semi-Gloss, A88 Series (4 mils wet, 1.7 mils dry per coat.).
- e. Eg-Shel / Satin Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils wet, 1.7 mils dry per coat).
- f. Eg-Shel / Satin Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Eg-Shel, B20-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Eg-Shel, B20-1950 Series (4 mils wet, 1.7 mils dry per coat).
- g. Eg-Shel / Satin Finish: Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Satin, A87 Series.
 - 3) 3rd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Satin, A87 Series. (4 mils wet, 1.6 mils dry per coat).
- h. Low Sheen Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Eg-Shel, B41-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Eg-Shel, B41-2600 Series (4 mils wet, 1.6 mils dry per coat).
- i. Low Sheen Finish: High Performance (HP) Upgrade.

- 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Low Gloss Eg-Shel, B41-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Low Gloss Eg-Shel, B41-1950 Series (4 mils wet, 1.6 mils dry per coat).
- j. Flat Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-12600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-12600 Series (4 mils wet, 1.6 mils dry per coat).
- k. Flat Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Flat, A86 Series.
 - 3) 3rd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Flat, A86 Series (4 mils wet, 1.8 mils dry per coat).
2. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5 mils wet, 2.0 mils dry per coat).
- B. Concrete: Ceilings, Poured Concrete, Precast Concrete, Cement Board, Cast-In-Place including Plaster Ceilings.
 1. Dryfall Waterborne Topcoats:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series

- (5.8 mils wet, 2.3 mils dry per coat).
- b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series (6 mils wet, 1.9 mils dry per coat).
 - c. Flat Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series (6 mils wet, 1.7 mils dry per coat).
- C. Masonry; CMU: - Concrete, Split Face, Scored, Smooth, High Density, Low Density, Fluted.
- 1. Latex Systems:
 - a. Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series (6.0 mils wet, 2.5 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series (4 mils wet, 1.5 mils dry per coat).
 - c. Semi-Gloss Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Semi-Gloss, B31-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Semi-Gloss, B31-1950 Series (4 mils wet, 1.6 mils dry per coat).
 - d. Semi-Gloss Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Semi-Gloss, A88 Series.
 - 3) 3rd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Semi-Gloss, A88 Series (4 mils wet, 1.7 mils dry per coat).
 - e. Eg-Shel / Satin Finish:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils wet, 1.7 mils dry per coat).
 - f. Eg-Shel / Satin Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).

- 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Eg-Shel, B20-1950 Series.
- 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Eg-Shel, B20-1950 Series (4 mils wet, 1.7 mils dry per coat).
- g. Eg-Shel / Satin Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Satin A87 Series.
 - 3) 3rd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Satin A87 Series (4 mils wet, 1.6 mils dry per coat).
- h. Low Sheen Finish:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Eg-Shel, B41-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Eg-Shel, B41-2600 Series (4 mils wet, 1.6 mils dry per coat).
- i. Low Sheen Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Low Gloss Eg-Shel, B41-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Low Gloss Eg-Shel, B41-1950 Series (4 mils wet, 1.6 mils dry per coat).
- j. Flat Finish:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Flat, B30-12600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Flat, B30-12600 Series (4 mils wet, 1.6 mils dry per coat).
- k. Flat Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Flat A86 Series.
 - 3) 3rd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Flat A86 Series (4 mils wet, 1.8 mils dry per coat).
2. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.

- 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4.0 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W150 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
- D. Metal: Aluminum and Galvanized.
1. Latex Systems:
 - a. Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series (2.0-4.0 mils dry per coat).
 - b. Semi-Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series (2.0-4.0 mils dry per coat).
 - c. Eg-Shel / Satin Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series (2.0-4.0 mils dry per coat).
 2. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-

- Series (4 mils wet, 1.5 mils dry per coat).
- c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
3. Urethane System; Waterbased:
- a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Waterbased Acrolon 100, B65-720 series.
 - 3) 3rd Coat: S-W Waterbased Acrolon 100, B65-720 series (4.0 mils wet, 2.0 mils dry per coat).
 - b. Gloss Finish: Single Component
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6-12 mils wet, 1.9-3.8 mils dry per coat).
- E. Metal: Galvanized; Ceilings, Duct work.
- 1. Dryfall Waterborne Topcoats:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series (5.8 mils wet, 2.3 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series (6.0 mils wet, 1.9 mils dry per coat).
 - c. Flat Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series (6.0 mils wet, 1.7 mils dry per coat).
- F. Metal: Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous and Ornamental Iron, Structural Iron, and Ferrous Metal.
- 1. Latex Systems:
 - a. Gloss Finish High Performance:

- 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
- 2) 2nd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series.
- 3) 3rd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series (2.0-4.0 mils dry per coat).
- b. Semi-Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series (2.0-4.0 mils dry per coat).
- c. Eg-Shel / Satin Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series (2.0-4.0 mils dry per coat).
2. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
3. Urethane System; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Waterbased Acrolon 100, B65-720 Series.

- 3) 3rd Coat: S-W Waterbased Acrolon 100, B65-720 Series (4.0 mils wet, 2 mils dry per coat).
 - b. Gloss Finish: Single Component
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6-12 mils wet, 1.9-3.8 mils dry per coat).
 4. Dryfall Waterborne Topcoat:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series (5.8 mils wet, 2.3 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series (6.0 mils wet, 1.9 mils dry per coat).
 - c. Flat Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series (6.0 mils wet, 1.7 mils dry per coat).
- G. Wood: Walls, Ceilings, Doors, and Trim.
1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Multi-Purpose Int./Ext Primer/Sealer, B51-450 (4 mils wet, 1.44 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series (2.0-4.0 mils dry per coat).
 - b. Semi - Gloss Finish:
 - 1) 1st Coat: S-W Multi-Purpose Int./Ext Primer/Sealer, B51-450 (4 mils wet, 1.44 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series (2.0-4.0 mils dry per coat).
 - c. Eg-Shel / Satin Finish:
 - 1) 1st Coat: S-W Multi-Purpose Int./Ext Primer/Sealer, B51-450 (4 mils wet, 1.44 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series (2.0-4.0 mils dry per coat).

- g. Low Sheen Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Egshel, B41-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Egshel, B41-2600 Series (4 mils wet, 1.6 mils dry per coat).
- h. Low Sheen Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Low Gloss Egshel, B41-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Low Gloss Egshel, B41-1950 Series (4 mils wet, 1.6 mils dry per coat).
- i. Flat Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-12600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-12600 Series (4 mils wet, 1.6 mils dry per coat).
- j. Flat Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry per coat).
 - 2) 2nd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Flat, A86 Series.
 - 3) 3rd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Flat, A86 Series (4 mils wet, 1.8 mils dry per coat).
- 2. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600

- (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
- I. Concrete: Floors, non-vehicular.
 - 1. Epoxy Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W ArmorSeal 8100 B70-8100 Series.
 - 2) 2nd Coat: S-W ArmorSeal 8100 B70-8100 Series (5-12 mils wet, 2-5 mils dry).
 - b. Satin Finish:
 - 1) 1st Coat: S-W ArmorSeal 8100 B70-8160 Series.
 - 2) 2nd Coat: S-W ArmorSeal 8100 B70-8160 Series (5-12 mils wet, 2-5 mils dry).

3.5 INTERIOR PAINT AND COATING COMMERCIAL SYSTEMS

- A. Concrete: Walls and Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, Tilt-Up, Cast-In-Place including Plaster Walls and Ceilings.
 - 1. Latex Systems:
 - a. Gloss Finish High Performance:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series (6.0 mils wet, 2.5 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series (4 mils wet, 1.5 mils dry per coat).
 - c. Semi-Gloss Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Semi-Gloss, B31-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Semi-Gloss, B31-1950 Series (4 mils wet, 1.6 mils dry per coat).
 - d. Semi- Gloss Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry)
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series:
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series (4 mils wet, 1.2 mils dry per coat).
 - e. Eg-Shel / Satin Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50

- (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils wet, 1.7 mils dry per coat).
- f. Eg-Shel / Satin Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Eg-Shel, B20-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Eg-Shel, B20-1950 Series (4 mils wet, 1.7 mils dry per coat).
- g. Eg-Shel/Satin Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series (4 mils wet, 1.2 mils dry per coat).
- h. Low Sheen Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Eg-Shel, B41-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Eg-Shel, B41-2600 Series (4 mils wet, 1.6 mils dry per coat).
- i. Low Sheen Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Low Gloss Eg-Shel, B41-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Low Gloss Eg-Shel, B41-1950 Series (4 mils wet, 1.6 mils dry per coat).
- j. Flat Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-12600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-12600 Series (4 mils wet, 1.6 mils dry per coat).
- k. Flat Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series (4 mils wet, 1.4 mils dry per coat).
- 2. Alkyd Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.

- 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4 mils wet, 1.7 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - c. Low Sheen Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
3. Epoxy Systems; Waterbased:
- a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5 mils wet, 2.0 mils dry per coat).
- B. Concrete Ceilings: Poured Concrete, Precast Concrete, Cement Board, and Cast-In-Place including Plaster Ceilings.
1. Dryfall Waterborne Topcoats:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series (5.8 mils wet, 2.3 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182

- Series.
- 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series (6 mils wet, 1.9 mils dry per coat).
- c. Flat Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series (6 mils wet, 1.7 mils dry per coat).
- C. Masonry CMU: Concrete, Split Face, Scored, Smooth, High Density, Low Density, and Fluted.
 - 1. Latex Systems:
 - a. Gloss Finish High Performance:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series (6.0 mils wet, 2.5 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series (4 mils wet, 1.5 mils dry per coat).
 - c. Semi-Gloss Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Semi-Gloss, B31-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Semi-Gloss, B31-1950 Series (4 mils wet, 1.6 mils dry per coat).
 - d. Semi- Gloss Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series:
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series (4 mils wet, 1.2 mils dry per coat).
 - e. Eg-Shel / Satin Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils wet, 1.7 mils dry per coat).
 - f. Eg-Shel / Satin Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Eg-Shel, B20-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Eg-Shel, B20-1950 Series (4 mils wet, 1.7 mils dry per coat).
 - g. Eg-Shel/Satin Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-

- Shel, S24-50 Series (4 mils wet, 1.2 mils dry per coat).
- h. Low Sheen Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Eg-Shel, B41-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Eg-Shel, B41-2600 Series (4 mils wet, 1.6 mils dry per coat).
 - i. Low Sheen Finish: High Performance (HP) Upgrade
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Low Gloss Eg-Shel, B41-1950 Series.
 - 3) 3rd Coat: S-W 200 HP Zero VOC Latex Low Gloss Eg-Shel, B41-1950 Series (4 mils wet, 1.6 mils dry per coat).
 - j. Flat Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-12600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-12600 Series (4 mils wet, 1.6 mils dry per coat).
 - k. Flat Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series (4 mils wet, 1.4 mils dry per coat).
2. Alkyd Systems; Waterbased:
- a. Gloss Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - c. Low Sheen Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
3. Epoxy Systems; Waterbased:
- a. Gloss Finish:
 - 1) 1st Coat: S-W Loxon Block Surfacer, LX01W200 (50-100 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:

- 1) 1st Coat: S-W Loxon Block Surfacer, LX01W200 (50-100 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Loxon Block Surfacer, LX01W200 (50-100 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4.0 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Loxon Block Surfacer, LX01W200 (50-100 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
- D. Metal: Aluminum and Galvanized.
1. Latex Systems:
 - a. Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series (2.0-4.0 mils dry per coat).
 - b. Semi-Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series (2.0-4.0 mils dry per coat).
 - c. Eg-Shel / Satin Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series (2.0-4.0 mils dry per coat).
 2. Alkyd Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.

- 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
- c. Low Sheen Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
3. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
4. Urethane System; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Waterbased Acrolon 100, B65-720 series.
 - 3) 3rd Coat: S-W Waterbased Acrolon 100, B65-720 series (4.0 mils wet, 2.0 mils dry per coat).
 - b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane

Gloss, B65-120 Series (6.0-12.0 mils wet. 1.9-3.8 mils dry per coat).

- E. Metal; Galvanized: Ceilings and Duct work.
 - 1. Dryfall Waterborne Topcoats:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series (5.8 mils wet, 2.3 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series (6.0 mils wet, 1.9 mils dry per coat).
 - c. Flat Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series (6.0 mils wet, 1.7 mils dry per coat).
- F. Metal: Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous and Ornamental Iron, Structural Iron, and Ferrous Metal.
 - 1. Latex Systems:
 - a. Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series (2.0-4.0 mils dry per coat).
 - b. Semi-Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series (2.0-4.0 mils dry per coat).
 - c. Eg-Shel / Satin Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series (2.0-4.0 mils dry per coat).
 - 2. Alkyd Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).

- 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.
- 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
- c. Low Sheen Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series.
 - 3) 3rd Coat: S-W -W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
3. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
4. Urethane System; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Waterbased Acrolon 100, B65-720 Series.
 - 3) 3rd Coat: S-W Waterbased Acrolon 100, B65-720 Series (4.0 mils wet, 2 mils dry per coat).
 - b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).

- 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6.0-12.0 mils wet. 1.9-3.8 mils dry per coat).
5. Dryfall Waterborne Topcoat:
- a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series (5.8 mils wet, 2.3 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series (6.0 mils wet, 1.9 mils dry per coat).
 - c. Flat Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series (6.0 mils wet, 1.7 mils dry per coat).
- G. Wood: Walls, ceilings, doors, and trim.
1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W ProClassic Waterborne Acrylic Gloss, B21-51 Series.
 - 3) 3rd Coat: S-W ProClassic Waterborne Acrylic Gloss, B21-51 Series (4 mils wet, 1.5 mils dry per coat).
 - b. Semi - Gloss Finish:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series.
 - 3) 3rd Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (4 mils wet, 1.3 mils dry per coat).
 - c. Semi - Gloss Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series:
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series (4 mils wet, 1.2 mils dry per coat).
 - d. Eg-Shel / Satin Finish:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).

- 2) 2nd Coat: S-W ProClassic Waterborne Acrylic Satin, B20 Series.
- 3) 3rd Coat: S-W ProClassic Waterborne Acrylic Satin, B20 Series (4 mils wet, 1.2 mils dry per coat).
- e. Eg-Shel / Satin Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111. (4 mils wet, 1.8 mils dry)
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series:
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series (4 mils wet, 1.2 mils dry per coat).
- f. Flat Finish:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111. (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series (4 mils wet, 1.6 mils dry per coat).
- g. Flat Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111. (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series.
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series: 4 mils wet, 1.4 mils dry per coat.
2. Alkyd Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Premium Wood and Wall Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Premium Wood and Wall Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - c. Low Sheen Finish:
 - 1) 1st Coat: S-W Premium Wood and Wall Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series.
 - 3) 3rd Coat: S-W Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
3. Stain and Varnish System:
 - a. Gloss Finish:
 - 1) 1st Coat: SW Minwax Performance Series Tintable Wood Stain 250 VOC.
 - 2) 2nd Coat: S-W Minwax Waterbased Oil-Modified Polyurethane.
 - 3) 3rd Coat: S-W Minwax Waterbased Oil-Modified Polyurethane (4 mils

- wet, 1.0 mil dry per coat).
 - b. Satin Finish:
 - 1) 1st Coat: SW Minwax Performance Series Tintable Wood Stain 250 VOC.
 - 2) 2nd Coat: S-W Minwax Waterbased Oil-Modified Polyurethane.
 - 3) 3rd Coat: S-W Minwax Waterbased Oil-Modified Polyurethane (4 mils wet, 1.0 mil dry per coat).
- H. Drywall: Walls, Ceilings, Gypsum Board and similar items.
 - 1. Latex Systems:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W ProMar200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series (4 mils wet, 1.5 mils dry per coat).
 - b. Semi-Gloss Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W ProMar200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Semi-Gloss, B31-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Semi-Gloss, B31-1950 Series (4 mils wet, 1.6 mils dry per coat).
 - c. Semi-Gloss Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: S-W ProMar200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series:
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series (4 mils wet, 1.2 mils dry per coat).
 - d. Eg-Shel / Satin Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils wet, 1.7 mils dry per coat).
 - e. Eg-Shel / Satin Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Eg-Shel, B20-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Eg-Shel, B20-1950 Series (4 mils wet, 1.7 mils dry per coat).
 - f. Eg-Shel Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: Sherwin-Williams ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry per coat).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series.
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series (4 mils wet, 1.2 mils dry per coat).

- g. Low Sheen Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Egshel, B41-2600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Low Gloss Egshel, B41-2600 Series (4 mils wet, 1.6 mils dry per coat).
- h. Low Sheen Finish: High Performance (HP) Upgrade.
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 HP Zero VOC Latex Low Gloss Egshel, B41-1950 Series.
 - 3) 3rd Coat: S-W ProMar 200 HP Zero VOC Latex Low Gloss Egshel, B41-1950 Series (4 mils wet, 1.6 mils dry per coat).
- i. Flat Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-12600 Series.
 - 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30-12600 Series (4 mils wet, 1.6 mils dry per coat).
- j. Flat Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: Sherwin-Williams ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry per coat).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series (4 mils wet, 1.4 mils dry per coat).
- 2. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600

- (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
- I. Concrete: Floors, non-vehicular.
- 1. Latex Systems:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Tread-Plex Acrylic Floor Coating, B90 Series.
 - 2) 2nd Coat: S-W Tread-Plex Acrylic Floor Coating, B90 Series. (3.5 mils wet, 1.5 mils dry, per coat).
 - b. Satin Finish:
 - 1) 1st Coat: S-W Porch and Floor Enamel, A32-200 Series.
 - 2) 2nd Coat: S-W Porch and Floor Enamel, A32-200 Series (4 mils wet, 1.5 mils dry per coat).

3.6 INTERIOR PAINT AND COATING HEALTHCARE SYSTEMS

- A. Concrete: Walls and Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, Tilt-Up, Cast-In-Place including Plaster Walls and Ceilings.
- 1. Latex Systems:
 - a. Gloss Finish High Performance:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series (6.0 mils wet, 2.5 mils dry per coat).
 - b. Semi-Gloss Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Series Semi-Gloss, A88 Series.
 - 3) 3rd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Series Semi-Gloss, A88 Series (4 mils wet, 1.7 mils dry per coat).
 - c. Semi-Gloss Finish Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series:
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series: 4 mils wet, 1.2 mils dry per coat.
 - d. Eg-Shel / Satin Finish: Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Series Satin, A87 Series.
 - 3) 3rd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Series Satin, A87 Series (4 mils wet, 1.6 mils dry per coat).
 - e. Eg-Shel/ Satin Finish Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50

- (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series (4 mils wet, 1.2 mils dry per coat).
 - f. Flat Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Series Flat, A86 Series.
 - 3) 3rd Coat: S-W Superpaint Air Purifying Technology Interior Acrylic Series Flat, A86 Series (4 mils wet, 1.8 mils dry per coat).
 - g. Flat Finish Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series (4 mils wet, 1.4 mils dry per coat).
- 2. Alkyd Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.
 - 3) 3rd Coat: S-W ProIndustrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4 mils wet, 1.7 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - c. Low Sheen Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
- 3. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-

- Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5 mils wet, 2.0 mils dry per coat).
- B. Concrete: Ceilings, Poured Concrete, Precast Concrete, Cement Board, Cast-In-Place including Plaster Ceilings.
- 1. Dryfall Waterborne Topcoats:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series (5.8 mils wet, 2.3 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series (6 mils wet, 1.9 mils dry per coat).
 - c. Flat Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series (6 mils wet, 1.7 mils dry per coat).
- C. Masonry CMU: Concrete, Split Face, Scored, Smooth, High Density, Low Density, and Fluted.
- 1. Latex Systems:
 - a. Gloss Finish High Performance:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series (6.0 mils wet, 2.5 mils dry per coat).
 - b. Semi-Gloss Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: Sherwin-Williams SuperPaint Air Purifying Technology, Semi-Gloss, A88 Series.
 - 3) 3rd Coat: Sherwin-Williams SuperPaint Air Purifying Technology, Semi-Gloss, A88 Series: (4 mils wet, 1.7 mils dry per coat.)
 - c. Semi-Gloss Finish Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-

- Gloss, S26-50 Series:
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series (4 mils wet, 1.2 mils dry per coat).
 - d. Eg-Shel / Satin Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: Sherwin-Williams SuperPaint Air Purifying Technology, Satin, A87 Series:.
 - 3) 3rd Coat: Sherwin-Williams SuperPaint Air Purifying Technology, Satin, A87 Series: (4 mils wet, 1.6 mils dry per coat).
 - e. Eg-Shel/ Satin Finish Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series (4 mils wet, 1.2 mils dry per coat).
 - f. Flat Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: Sherwin-Williams SuperPaint Air Purifying Technology, Flat, A86 Series.
 - 3) 3rd Coat: S-W SuperPaint Air Purifying Technology, Flat, A86 Series (4 mils wet, 1.8 mils dry per coat).
- 2. Alkyd Systems; Waterbased:
 - a. Flat Finish Scuff Resistant Waterbase Enamel.
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series (4 mils wet, 1.4 mils dry per coat).
 - b. Gloss Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - c. Semi-Gloss Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - d. Low Sheen Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
- 3. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Loxon Block Surfacer, LX01W200 (50-100 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.

- 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Loxon Block Surfacer, LX01W200 (50-100 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Loxon Block Surfacer, LX01W200 (50-100 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4.0 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Loxon Block Surfacer, LX01W200 (50-100 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
- D. Metal: Aluminum, Galvanized.
 - 1. Latex Systems:
 - a. Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series (2.0-4.0 mils dry per coat).
 - b. Semi-Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series (2.0-4.0 mils dry per coat).
 - c. Eg-Shel / Satin Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series (2.0-4.0 mils dry per coat).
 - 2. Alkyd Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310

- Series (5.0 mils wet, 2.0 mils dry).
- 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.
- 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
- c. Low Sheen Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
- 3. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
- 4. Urethane System; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Waterbased Acrolon 100, B65-720 series.
 - 3) 3rd Coat: S-W Waterbased Acrolon 100, B65-720 series (4.0 mils wet, 2.0 mils dry per coat).
 - b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).

- 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6.0-12.0 mils wet. 1.9-3.8 mils dry per coat).
- E. Metal: Galvanized; Ceilings, Duct work.
1. Dryfall Waterborne Topcoats:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series (5.8 mils wet, 2.3 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series (6.0 mils wet, 1.9 mils dry per coat).
 - c. Flat Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series (6.0 mils wet, 1.7 mils dry per coat).
- F. Metal: Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous and Ornamental Iron, Structural Iron, and Ferrous Metal.
1. Latex Systems:
 - a. Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series (2.0-4.0 mils dry per coat).
 - b. Semi-Gloss Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series (2.0-4.0 mils dry per coat).
 - c. Eg-Shel / Satin Finish High Performance:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series (2.0-4.0 mils dry per coat).
 2. Alkyd Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).

- b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - c. Low Sheen Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series.
 - 3) 3rd Coat: S-W -W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - 3. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
 - 4. Urethane System; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Waterbased Acrolon 100, B65-720 Series.
 - 3) 3rd Coat: S-W Waterbased Acrolon 100, B65-720 Series (4.0 mils wet, 2 mils dry per coat).

- b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6.0-12.0 mils wet. 1.9-3.8 mils dry per coat).
 - 5. Dryfall Waterborne Topcoat:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-83 Series (5.8 mils wet, 2.3 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-182 Series (6.0 mils wet, 1.9 mils dry per coat).
 - c. Flat Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterborne Acrylic Dryfall, B42-181 Series (6.0 mils wet, 1.7 mils dry per coat).
- G. Wood: Walls, Ceilings, Doors, and Trim.
 - 1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W ProClassic Waterborne Acrylic Gloss, B21-51 Series.
 - 3) 3rd Coat: S-W ProClassic Waterborne Acrylic Gloss, B21-51 Series (4 mils wet, 1.5 mils dry per coat).
 - b. Semi-Gloss Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series:
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Semi-Gloss, S26-50 Series (4 mils wet, 1.2 mils dry per coat).
 - c. Semi - Gloss Finish:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series.
 - 3) 3rd Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (4 mils wet, 1.3 mils dry per coat).

- d. Semi-Gloss Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: Sherwin-Williams SuperPaint Air Purifying Technology, Semi-Gloss, A88 Series.
 - 3) 3rd Coat: S-W SuperPaint Air Purifying Technology, Semi-Gloss, A88 Series (4 mils wet, 1.8 mils dry per coat).
- e. Eg-Shel / Satin Finish:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W ProClassic Waterborne Acrylic Satin, B20 Series.
 - 3) 3rd Coat: S-W ProClassic Waterborne Acrylic Satin, B20 Series (4 mils wet, 1.2 mils dry per coat).
- f. Eg-Shel / Satin Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series (4 mils wet, 1.2 mils dry per coat).
- g. Eg-Shel/ Satin Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: Sherwin-Williams SuperPaint Air Purifying Technology, Satin, A87 Series.
 - 3) 3rd Coat: S-W SuperPaint Air Purifying Technology, Satin, A87 Series (4 mils wet, 1.8 mils dry per coat).
- h. Flat Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: Sherwin-Williams SuperPaint Air Purifying Technology, Flat, A86 Series.
 - 3) 3rd Coat: S-W SuperPaint Air Purifying Technology, Flat, A86 Series (4 mils wet, 1.8 mils dry per coat).
- i. Flat Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series (4 mils wet, 1.4 mils dry per coat).
- 2. Alkyd Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Premium Wood and Wall Primer, B28W8111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Premium Wood and Wall Primer, B28W8111 (4 mils

- 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
- 2) 2nd Coat: S-W SuperPaint Interior Latex Satin with Sanitizing Technology, A87W00001.
- 3) 3rd Coat: S-W SuperPaint Interior Latex Satin with Sanitizing Technology, A87W00001 (4 mils wet, 1.7 mils dry per coat).
- e. Eg-Shel Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: Sherwin-Williams ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry per coat).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Eg-Shel, S24-50 Series (4 mils wet, 1.2 mils dry per coat).
- f. Flat Finish Formaldehyde and Odor Reducing:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: Sherwin-Williams SuperPaint Air Purifying Technology, Flat, A86 Series.
 - 3) 3rd Coat: S-W SuperPaint Air Purifying Technology, Flat, A86 Series (4 mils wet, 1.8 mils dry per coat).
- g. Flat Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: Sherwin-Williams ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry per coat).
 - 2) 2nd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series
 - 3) 3rd Coat: Sherwin-Williams Scuff Tuff Int. Waterbased Enamel, Matte, S23-50 Series (4 mils wet, 1.4 mils dry per coat).
2. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-300 Series (5.0 mils wet, 2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-Series (4 mils wet, 1.5 mils dry per coat).
 - c. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-Series (4 mils wet, 1.5 mils dry per coat).
 - d. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600

- (4 mils wet, 1.5 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy, B73-360 Series (5.0 mils wet, 2.0 mils dry per coat).
- I. Concrete: Floors, non-vehicular:
 - 1. Latex Systems:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Tread-Plex Acrylic Floor Coating, B90 Series.
 - 2) 2nd Coat: S-W Tread-Plex Acrylic Floor Coating, B90 Series. (3.5 mils wet, 1.5 mils dry, per coat).
 - b. Satin Finish:
 - 1) 1st Coat: S-W Porch and Floor Enamel, A32-200 Series.
 - 2) 2nd Coat: S-W Porch and Floor Enamel, A32-200 Series (4 mils wet, 1.5 mils dry per coat).

3.7 HIGH PERFORMANCE INTERIOR PAINT AND COATING SYSTEMS

- A. Concrete; Smooth: Walls and Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, Tilt-Up, and Cast-In-Place.
 - 1. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
 - b. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series.
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
 - 2. Epoxy Systems; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Tile-Clad HS Epoxy Gloss, B62Z/B60VZ70 Series.
 - 2) 2nd Coat: S-W Tile-Clad HS Epoxy Gloss, B62Z/B60VZ70 Series (4.0-7.0 mils wet, 2.5-4.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series.
 - 2) 2nd Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 3. Urethane System; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer/Sealer, LX02W50 Series (5.3-8.0 mils wet. 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series (4.0-8.0 mils wet, 1.8-3.6 mils dry per coat).
 - b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W Loxon Concrete & Masonry Primer/Sealer, LX02W50

- Series (5.3-8.0 mils wet, 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6.0-12.0 mils wet, 1.9-3.8 mils dry per coat).
 - 4. Urethane Systems: Solvent Base Finish.
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Kem Cati-Coat HS Epoxy Filler/Sealer, B42-400 Series (14.0-28.0 mils wet, 10.0-20.0 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Kem Cati-Coat HS Epoxy Filler/Sealer, B42-400 Series (14.0-28.0 mils wet, 10.0-20.0 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - 5. Polysiloxane System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete & Masonry Primer/Sealer, LX02W50 Series (5.3-8.0 mils wet, 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W Sher-loxane 800, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
- B. Concrete: Exposed Ceilings.
 - 1. MultiSurface Acrylic Coating:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Gloss, B66-1500 Series.
 - 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Gloss, B66-1500 Series (3.7-5.0 mils wet, 1.5-2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Semi-Gloss, B66-1550 Series.
 - 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Semi-Gloss, B66-1550 Series (3.75-5.0 mils wet, 1.5-2.0 mils dry per coat).
 - c. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Eg-Shel, B66-1560 Series.
 - 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Eg-Shel, B66-1560 Series (3.75-5.0 mils wet, 1.5-2.0 mils dry per coat).
 - d. Matte Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Matte, B66-1570 Series.
 - 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Matte, B66-1570 Series (3.75-5.0 mils wet, 1.5-2.4 mils dry per coat).
- C. Masonry CMU: Concrete, Split Face, Scored, Smooth, High Density, Low Density, Fluted, and Stucco.

1. Epoxy System; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Heavy Duty Block Filler, B42W46 (18.0-34.0 mils wet, 10.0-18.0 mils wet).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
 - b. Eg-Shel/Low Luster Finish:
 - 1) 1st Coat: S-W Heavy Duty Block Filler, B42W46 (18.0-13.0 mils wet, 10.0-18.0 mils wet).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
2. Epoxy Systems; Solvent Base Finish:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Kem Cati-Coat HS Epoxy Filler/Sealer, B42-400 Series (14.0-28.0 mils wet, 10.0-20.0 mils dry).
 - 2) 2nd Coat: S-W Tile-Clad HS Epoxy Gloss, B62Z/B60VZ Series.
 - 3) 3rd Coat: S-W Tile-Clad HS Epoxy Gloss, B62Z/B60VZ Series (4.0-7.0 mils wet, 2.5-4.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Kem Cati-Coat HS Epoxy Filler/Sealer, B42-400 Series (14.0-28.0 mils wet, 10.0-20.0 mils dry).
 - 2) 2nd Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series.
 - 3) 3rd Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
3. Urethane Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Heavy Duty Block Filler, B42W46 (18.0-34.0 mils wet, 10.0-18.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series (4.0-8.0 mils wet, 1.8-3.6 mils dry per coat).
 - b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W Heavy Duty Block Filler, B42W46 (18.0-34.0 mils wet, 10.0-18.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6.0-12.0 mils wet, 1.9-3.8 mils dry per coat).
4. Urethane Systems; Solvent Base Finish:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Kem Cati-Coat HS Epoxy Filler/Sealer, B42-400 Series (14.0-28.0 mils wet, 10.0-20.0 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - b. Semi-Gloss Finish:

- 1) 1st Coat: S-W Kem Cati-Coat HS Epoxy Filler/Sealer, B42-400 Series (14.0-28.0 mils wet, 10.0-20.0 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
5. Polysiloxane System; Solvent Based:
- a. Gloss Finish:
 - 1) 1st Coat: S-W Kem Cati-Coat HS Epoxy Filler/Sealer, B42-400 Series (14.0-28.0 mils wet, 10.0-20.0 mils dry).
 - 2) 2nd Coat: : S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 3) 3rd Coat: S-W Sher-loxane 800, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
- D. Non-Ferrous: Galvanized and Aluminum.
1. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0-10.0 mils wet, 1.8-3.6 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series (5.0-10 mils wet, 2.0-4.0 mils dry per coat).
 2. Epoxy Systems; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Tile-Clad HS Epoxy, B62Z/B60VZ Series.
 - 2) 2nd Coat: S-W Tile-Clad HS Epoxy, B62Z/B60VZ Series (4.0-7.0 mils wet, 2.5-4.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series.
 - 2) 2nd Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 3. Urethane Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W DTM Wash Primer, B71Y1 (3.4-6.4 mils wet, 0.7-1.3 mils dry).
 - 2) 2nd Coat: S-W Pro-Industrial Waterbased Acrolon 100 Gloss, B65-720 Series.
 - 3) 3rd Coat: S-W Pro-Industrial Waterbased Acrolon 100 Gloss, B65-720 Series (4.0-8.0 mils wet, 1.8-3.6 mils dry per coat).
 - b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W DTM Wash Primer, B71Y1 (3.4-6.4 mils wet, 0.7-1.3 mils dry).

- 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
- 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6.0-12.0 mils wet, 1.9-3.8 mils dry per coat).
4. Urethane Systems; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W DTM Wash Primer, B71Y1 (3.4-6.4 mils wet, 0.7-1.3 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W DTM Wash Primer, B71Y1 (3.4-6.4 mils wet, 0.7-1.3 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
5. Polysiloxane System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 2) 2nd Coat: S-W Sher-loxane 800, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
6. Fluoropolymer System: Pigmented Fluoropolymer over Epoxy Intermediate and Epoxy Zinc-Rich Primer system.
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Zinc Clad 4100 Organic Zin-Rich Epoxy Primer (3.0-5.0 mils dry).
 - 2) 2nd Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 3) 3rd Coat: S-W Fluorokem HS 100, B65 Series, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
7. Multi-Surface Acrylic Coating: Exposed Ceilings.
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Gloss, B66-1500 Series.
 - 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Gloss, B66-1500 Series (3.7-5.0 mils wet, 1.5-2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Semi-Gloss, B66-1550 Series.
 - 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Semi-Gloss, B66-1550 Series (3.75-5.0 mils wet, 1.5-2.0 mils dry per coat).
 - c. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Eg-Shel, B66-1560 Series.
 - 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Eg-Shel, B66-1560 Series (3.75-5.0 mils wet, 1.5-2.0 mils dry per coat).
 - d. Matte Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Matte, B66-1570

- Series.
- 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Matte, B66-1570 Series (3.75-5.0 mils wet, 1.5-2.4 mils dry per coat).
- E. Metal: Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous and Ornamental Iron, Structural Iron, and Ferrous Metal.
1. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0-10.0 mils wet, 1.8-3.6 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0-10.0 mils wet, 1.8-3.6 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
 2. Epoxy System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646 Fast Cure Epoxy, B58-600 Series. (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 2) 2nd Coat: S-W Tile-Clad HS Epoxy, B62Z/B60VZ Series.
 - 3) 3rd Coat: S-W Tile-Clad HS Epoxy, B62Z/B60VZ Series (4.0-7.0 mils wet, 2.5-4.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646 Fast Cure Epoxy, B58-600 Series.
 - 2) 2nd Coat: S-W Macropoxy 646 Fast Cure Epoxy, B58-600 Series. (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 3. Urethane System; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series. (5.0-10.0 mils wet, 1.8-3.6 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series. (4.0-8.0 mils wet, 1.8-3.6 mils dry per coat).
 - b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series. (5.0-10.0 mils wet, 1.8-3.6 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series. (6.0-12.0 mils wet, 1.9-3.8 mils dry per coat).
 4. Urethane System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).

- 2) 2nd Coat: S-W Hi-Solids Polyurethane Gloss, B65-300 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Gloss, B65-300 Series. (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350 Series. (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - 5. Polysiloxane System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 2) 2nd Coat: S-W Sher-loxane 800, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
 - 6. Fluoropolymer System: Pigmented Fluoropolymer over Epoxy Intermediate and Epoxy Zinc-Rich Primer system.
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Zinc Clad 4100 Organic Zin-Rich Epoxy Primer (3.0-5.0 mils dry).
 - 2) 2nd Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 3) 3rd Coat: S-W Fluorokem HS 100, B65 Series, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
- F. Metal Exposed Ceilings: Structural Steel, Joists, Trusses, and Beams.
- 1. MultiSurface Acrylic Coating:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Gloss, B66-1500 Series.
 - 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Gloss, B66-1500 Series (3.75-5.0 mils wet, 1.5-2.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Semi-Gloss, B66-1550 Series.
 - 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Semi-Gloss, B66-1550 Series (3.75-5.0 mils wet, 1.5-2.0 mils dry per coat).
 - c. Eg-Shel Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Eg-Shel, B66-1560 Series.
 - 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Eg-Shel, B66-1560 Series (3.75-5.0 mils wet, 1.5-2.0 mils dry per coat).
 - d. Matte Finish:
 - 1) 1st Coat: S-W Pro Industrial Multi-Surface Acrylic Matte, B66-1570 Series.
 - 2) 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic Matte, B66-1570 Series (3.75-5.0 mils wet, 1.5-2.4 mils dry per coat).
- G. Wood: Doors, Trim, Partitions, and Frames.
- 1. Epoxy System; Waterbased:
 - a. Gloss Finish:

- 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W08111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series. (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W08111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series. (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
 2. Epoxy System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W08111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W Tile-Clad HS Epoxy, B62Z/B60VZ70 Series.
 - 3) 3rd Coat: S-W Tile-Clad HS Epoxy, B62Z/B60VZ70 Series (4.0-7.0 mils wet, 2.5-4.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W08111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W Macropoxy 646 Fast Cure Epoxy, B58-600 Series.
 - 3) 3rd Coat: S-W Macropoxy 646 Fast Cure Epoxy, B58-600 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
- H. Drywall: Walls, Ceilings, and Gypsum Board.
1. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W02600 (4.0 mils wet, 1.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series. (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W02600 (4.0 mils wet, 1.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series. (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
 2. Epoxy System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W02600 (4.0 mils wet, 1.0 mils dry).
 - 2) 2nd Coat: S-W Tile-Clad HS Epoxy, B62Z/B60VZ70 Series.
 - 3) 3rd Coat: S-W Tile-Clad HS Epoxy, B62Z/B60VZ70 Series (4.0-7.0 mils wet, 2.5-4.0 mils dry per coat).
 - b. Semi-Gloss Finish:

- 1) 1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W02600 (4.0 mils wet, 1.0 mils dry).
 - 2) 2nd Coat: S-W Macropoxy 646 Fast Cure Epoxy, B58-600 Series
 - 3) 3rd Coat: S-W Macropoxy 646 Fast Cure Epoxy, B58-600 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 3. Urethane Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W02600 (4.0 mils wet, 1.0 mils dry).
 - 2) 2nd Coat: S-W Pro-Industrial Waterbased Acrolon 100 Gloss, B65-720 Series.
 - 3) 3rd Coat: S-W Pro-Industrial Waterbased Acrolon 100 Gloss, B65-720 Series (4.0-8.0 mils wet, 1.8-3.6 mils dry per coat).
 - b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W02600 (4.0 mils wet, 1.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6.0-12.0 mils wet, 1.9-3.8 mils dry per coat).
 4. Urethane Systems; Solvent Base:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W02600 (4.0 mils wet, 1.0 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W02600 (4.0 mils wet, 1.0 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
- I. Plaster; Walls, Ceilings:
1. Epoxy Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (5.3-8.0 mils wet, 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series. (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).
 - b. Eg-Shel Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (5.3-8.0 mils wet, 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series. (5.0-10.0 mils wet, 2.0-4.0 mils dry per coat).

3.8 HIGH PERFORMANCE EXTERIOR PAINT AND COATING SYSTEMS

- A. Concrete; Smooth: Walls and Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, Tilt-Up, and Cast-In-Place.
1. Urethane System; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series (4.0-8.0 mils wet, 1.8-3.6 mils dry per coat).
 - b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6.0-12.0 mils wet, 1.9-3.8 mils dry per coat).
 2. Urethane System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer/Sealer, LX02W50 Series (5.3-8.0 mils wet, 2.1-3.2 mils dry.)
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete & Masonry Primer/Sealer, LX02W50 Series (5.3-8.0 mils wet, 2.1-3.2 mils dry.
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 3. Polysiloxane System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete & Masonry Primer/Sealer, LX02W50 Series (5.3-8.0 mils wet, 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W Sher-loxane 800, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
- B. Masonry; CMU: Concrete, Split Face, Scored, Smooth, High Density, Low Density, Fluted, and Stucco.
1. Urethane Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Heavy Duty Block Filler, B42W46 (18.0-34.0 mils wet, 10.0-18.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series (4.0-8.0 mils wet, 1.8-3.6 mils dry per coat).

- b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W Heavy Duty Block Filler, B42W46 (18.0-34.0 mils wet, 10.0-18.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6.0-12.0 mils wet, 1.9-3.8 mils dry per coat).
 - 2. Urethane Systems; Solvent Base Finish.
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Kem Cati-Coat HS Epoxy Filler/Sealer, B42-400 Series (14.0-28.0 mils wet, 10.0-20.0 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Kem Cati-Coat HS Epoxy Filler/Sealer, B42-400 Series (14.0-28.0 mils wet, 10.0-20.0 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - 3. Polysiloxane System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Kem Cati-Coat HS Epoxy Filler/Sealer, B42-400 Series (14.0-28.0 mils wet, 10.0-20.0 mils dry).
 - 2) 2nd Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 3) 3rd Coat: S-W Sher-loxane 800, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
- C. Non-Ferrous Metal: Galvanized and Aluminum.
 - 1. Urethane Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W DTM Wash Primer, B71Y1 (3.4-6.4 mils wet, 0.7-1.3 mils dry).
 - 2) 2nd Coat: S-W Pro-Industrial Waterbased Acrolon 100 Gloss, B65-720 Series.
 - 3) 3rd Coat: S-W Pro-Industrial Waterbased Acrolon 100 Gloss, B65-720 Series (4.0-8.0 mils wet, 1.8-3.6 mils dry per coat).
 - b. Gloss Finish; Single Component:
 - 1) 1st Coat: S-W DTM Wash Primer, B71Y1 (3.4-6.4 mils wet, 0.7-1.3 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series (6.0-12.0 mils wet, 1.9-3.8 mils dry per coat).
 - 2. Urethane Systems; Solvent Base:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W DTM Wash Primer, B71Y1 (3.4-6.4 mils wet, 0.7-1.3 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series.

- 3) 3rd Coat: S-W Hi-Solids Polyurethane Gloss, B65/B60-30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
- b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W DTM Wash Primer, B71Y1 (3.4-6.4 mils wet, 0.7-1.3 mils dry).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
3. Polysiloxane System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 2) 2nd Coat: S-W Sher-loxane 800, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
4. Fluoropolymer System (Pigmented Fluoropolymer over Epoxy Intermediate and Epoxy Zinc-Rich Primer system):
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 2) 2nd Coat: S-W Fluorokem HS 100, B65 Series, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 2) 2nd Coat: S-W Fluorokem HS 100, B65 Series, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
 - c. Satin Finish:
 - 1) 1st Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 2) 2nd Coat: S-W Fluorokem HS 100, B65 Series, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
- D. Metal - (Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous and Ornamental Iron, Structural Iron, Ferrous Metal).
 1. Urethane System; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series. (5.0-10.0 mils wet, 1.8-3.6 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Acrolon 100 Gloss, B65-720 Series. (4.0-8.0 mils wet, 1.8-3.6 mils dry per coat).
 - b. Gloss Finish Single Component:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series. (5.0-10.0 mils wet, 1.8-3.6 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series. (6.0-12.0 mils wet, 1.9-3.8 mils dry per coat).
 2. Urethane System; Solvent Base:

- a. Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Gloss, B65-300 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Gloss, B65-300 Series. (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 2) 2nd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350 Series.
 - 3) 3rd Coat: S-W Hi-Solids Polyurethane Semi-Gloss, B65-350 Series. (4.5-8.0 mils wet, 3.0-5.0 mils dry per coat).
 - 3. Polysiloxane System; Solvent Based:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet, 5.0-10.0 mils dry per coat).
 - 2) 2nd Coat: S-W Sher-loxane 800, (5.0-7.0 mils wet, 4.0-6.0 mils dry per coat).
 - 4. Fluoropolymer System: Pigmented Fluoropolymer over Epoxy Intermediate and Epoxy Zinc-Rich Primer system.
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Zinc Clad 4100 Organic Zin-Rich Epoxy Primer (3.0-5.0 mils dry).
 - 2) 2nd Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet. 5.0-10.0 mils dry per coat).
 - 3) 3rd Coat: S-W Fluorokem HS 100, B65 Series (5.0-7.0 mils wet. 4.0-6.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Zinc Clad 4100 Organic Zin-Rich Epoxy Primer (3.0-5.0 mils dry).
 - 2) 2nd Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet. 5.0-10.0 mils dry per coat).
 - 3) 3rd Coat: S-W Fluorokem HS 100, B65 Series (5.0-7.0 mils wet. 4.0-6.0 mils dry per coat).
 - c. Satin Finish:
 - 1) 1st Coat: S-W Zinc Clad 4100 Organic Zin-Rich Epoxy Primer (3.0-5.0 mils dry).
 - 2) 2nd Coat: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils wet. 5.0-10.0 mils dry per coat).
 - 3) 3rd Coat: S-W Fluorokem HS 100, B65 Series (5.0-7.0 mils wet. 4.0-6.0 mils dry per coat).
- E. Wood: Doors, Trim, Partitions, and Frames.
- 1. Urethane System; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Premium Wall and Wood Primer, B28W08111 (4 mils wet, 1.8 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series.
 - 3) 3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Urethane Gloss, B65-120 Series. (6.0-12.0 mils wet, 1.9-3.8 mils dry per coat).

3.9 EXTERIOR PAINT AND COATING SYSTEMS

- A. Concrete: Cementitious Siding, Flexboard, Transite Board, Non-Roof Shingles, Common Brick, Stucco, Tilt-up, Precast, and Poured-in-place Cement.
1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (5.3-8.0 mils wet, 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Gloss, A8 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Gloss, A8 Series (4.0 mils wet, 1.3 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (5.3-8.0 mils wet, 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series. (6.0-12.0 mils wet, 2.0-4.0 mils dry per coat).
 - c. Satin Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (5.3-8.0 mils wet, 2.1-3.2 dry).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Satin, A82 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Satin, A82 Series (4.0 mils wet, 1.5 mils dry per coat).
 - d. Satin Finish Self Cleaning Upgrade:
 - 1) 1st Coat: S-W Loxon Self Cleaning Acrylic Coating-Satin, LX14-50 Series.
 - 2) 2nd Coat: S-W Loxon Self Cleaning Acrylic Coating-Satin, LX14-50 Series (5.0-7.0 mils wet, 2.0-2.8 dry per coat).
 - e. Flat Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (5.3-8.0 mils wet, 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Flat, A6 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Flat, A6 Series (4.0 mils wet, 1.2 mils dry per coat).
 - f. Flat Finish Self Cleaning Upgrade:
 - 1) 1st Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series.
 - 2) 2nd Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series (5.0-7.0 mils wet, 2.0-2.8 dry per coat).
 2. Elastomeric System: Not including cementitious siding, Flexboard, Transite board or shingles (non-roof).
 - a. Flat Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (5.3-8.0 mils wet, 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W ConFlex XL Elastomeric High Build Coating, CF11W50 Series.
 - 3) 3rd Coat: S-W ConFlex XL Elastomeric High Build Coating, CF11W50 Series (13.0-16.0 mils wet, 6.0-7.5 mils dry per coat).
 - b. Flat Finish:
 - 1) 1st Coat: S-W Loxon BlockSurfacer, A24W00200 (16.0 mils wet, 8.8

- mils dry).
 - 2) 2nd Coat: S-W Conflex SherLastic Elastomeric Masonry Coating, CF16W50 Series.
 - 3) 3rd Coat: S-W Conflex SherLastic Elastomeric Masonry Coating, CF16W50 Series (10.0-14.0 mils wet, 4.0-6.0 mils dry per coat).
 - 3. Textured Elastomeric System:
 - a. Textured Finish:
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (5.3-8.0 mils wet, 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W ConFlex XL Elastomeric High Build Coating, CF11W50 Series (13.0-16.0 mils wet, 6.0-7.5 mils dry per coat).
 - 3) 3rd Coat: S-W ConFlex XL Textured Elastomeric High Build Coating, CF15W50 Series (20.0-23.0 mils wet, 9.4-11.0 mils dry per coat).
 - a) Finish Texture: Fine.
 - b) Finish Texture: Medium.
 - c) Finish Texture: Extra Coarse.
 - 4. Textured and Smooth Systems:
 - a. Textured (Waterbased Finish):
 - 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (5.3-8.0 mils wet, 2.1-3.2 mils dry).
 - 2) 2nd Coat: S-W Conflex UltraCrete Acrylic Textured Masonry Topcoat CF18W800 Series (50-80 sq ft/gal).
 - a) Finish Texture: Fine.
 - b) Finish Texture: Medium.
 - c) Finish Texture: Extra Coarse.
 - b. Textured Finish; Solvent Based:
 - 1) 1st Coat: S-W UltraCrete Smooth Waterproofing Masonry Coating, B46 Series (100-160 sq ft/gal).
 - 2) 2nd Coat: S-W Conflex UltraCrete Solvent Textured Waterproofing Masonry Coating, CF18W850 Series (50-80 sq ft/gal).
 - a) Finish Texture: Fine.
 - b) Finish Texture: Medium.
 - c) Finish Texture: Extra Coarse.
 - c. Smooth (Waterbased Finish):
 - 1) 1st Coat: S-W Loxon XP, LX11W50 Series.
 - 2) 2nd Coat: S-W Loxon XP, LX11W50 Series (14.0-18.0 mils wet; 6.4-8.3 mils dry per coat).
 - 5. Stain System:
 - a. Solid Color Waterborne Finish:
 - 1) 1st Coat: S-W Loxon Vertical Concrete Stain, LX31W50 Series.
 - 2) 2nd Coat: S-W Loxon Vertical Concrete Stain, LX31W50 Series (50-250 sq/ft gal).
 - 6. Clear Water Repellant:
 - a. Clear:
 - 1) 1st Coat: S-W Conflex 7 percent Siloxane Water Repellant, CF31T7.
 - 2) 2nd Coat: S-W Conflex 7 percent Siloxane Water Repellant, CF31T7 (50-200 sq ft/ gal).
- B. Masonry: Concrete Masonry Units (CMU); Cinder or Concrete Block.
 - 1. Latex Systems:
 - a. Gloss Finish:

- 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
- 2) 2nd Coat: S-W A-100 Exterior Latex Gloss, A8 Series.
- 3) 3rd Coat: S-W A-100 Exterior Latex Gloss, A8 Series (4.0 mils wet, 1.3 mils dry per coat).
- b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series. (6.0-12.0 mils wet, 2.0-4.0 mils dry per coat).
- c. Satin Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Satin, A82 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Satin, A82 Series (4.0 mils wet, 1.5 mils dry per coat).
- d. Satin Finish Self Cleaning Upgrade:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Loxon Self Cleaning Acrylic Coating-Satin, LX14-50 Series.
 - 3) 3rd Coat: S-W Loxon Self Cleaning Acrylic Coating-Satin, LX14-50 Series (5.0-7.0 mils wet, 2.0-2.8 dry per coat).
- e. Flat Finish:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Flat, A6 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Flat, A6 Series (4.0 mils wet, 1.2 mils dry per coat).
- f. Flat Finish Self Cleaning Upgrade:
 - 1) 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal).
 - 2) 2nd Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series.
 - 3) 3rd Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series (5.0-7.0 mils wet, 2.0-2.8 dry per coat).
2. Elastomeric System:
 - a. Flat Finish:
 - 1) 1st Coat: S-W Loxon BlockSurfacer, A24W00200 (16.0 mils wet, 8.8 mils dry).
 - 2) 2nd Coat: S-W ConFlex XL Elastomeric High Build Coating, CF11W50 Series.
 - 3) 3rd Coat: S-W ConFlex XL Elastomeric High Build Coating, CF11W50 Series (13.0-16.0 mils wet, 6.0-7.5 mils dry per coat).
 - b. Flat Finish:
 - 1) 1st Coat: S-W Loxon BlockSurfacer, LX01W200 (16.0 mils wet, 8.8 mils dry).
 - 2) 2nd Coat: S-W Conflex SherLastic Elastomeric Masonry Coating, CF16W50 Series.
 - 3) 3rd Coat: S-W Conflex SherLastic Elastomeric Masonry Coating, CF16W50 Series (10.0-14.0 mils wet, 4.0-6.0 mils dry per coat).
3. Textured Elastomeric System:
 - a. Textured Finish:
 - 1) 1st Coat: S-W Loxon BlockSurfacer, LX01W200 (16.0 mils wet, 8.8 mils dry).
 - 2) 2nd Coat: S-W ConFlex XL Elastomeric High Build Coating, CF11W50

- Series (13.0-16.0 mils wet, 6.0-7.5 mils dry per coat).
 - 3) 3rd Coat: S-W ConFlex XL Textured Elastomeric High Build Coating, CF15W50 Series (20 mils wet, 9.4 mils dry per coat).
 - a) Finish Texture: Fine.
 - b) Finish Texture: Medium.
 - c) Finish Texture: Extra Coarse.
 - 4. Textured Masonry System:
 - a. Textured Finish; Waterbased:
 - 1) 1st Coat: S-W Loxon BlockSurfacer, LX01W200 (16.0 mils wet, 8.8 mils dry).
 - 2) 2nd Coat: S-W Conflex UltraCrete Acrylic Textured Masonry Topcoat CF18W800 Series (50-80 sq ft/gal).
 - a) Finish Texture: Fine.
 - b) Finish Texture: Medium.
 - c) Finish Texture: Extra Coarse.
 - b. Textured Finish; Solvent Based:
 - 1) 1st Coat: S-W UltraCrete Smooth Waterproofing Masonry Coating, B46 Series (100-160 sq ft/gal).
 - 2) 2nd Coat: S-W Conflex UltraCrete Solvent Textured Waterproofing Masonry Coating, CF18W850 Series (50-80 sq ft/gal).
 - a) Finish Texture: Fine.
 - b) Finish Texture: Medium.
 - c) Finish Texture: Extra Coarse.
 - c. Smooth Finish; Waterbased:
 - 1) 1st Coat: S-W Loxon XP, LX11W50 Series.
 - 2) 2nd Coat: S-W Loxon XP, LX11W50 Series (14.0-18.0 mils wet; 6.4-8.3 mils dry per coat).
 - 5. Stain System:
 - a. Solid Color Waterborne Finish:
 - 1) 1st Coat: S-W Loxon Vertical Concrete Stain, LX31W50 Series.
 - 2) 2nd Coat: S-W Loxon Vertical Concrete Stain, LX31W50 Series (50-250 sq/ft gal).
 - 6. Clear Water Repellant:
 - a. Clear Finish:
 - 1) 1st Coat: S-W Conflex 7 percent Siloxane Water Repellant, CF31T7.
 - 2) 2nd Coat: S-W Conflex 7 percent Siloxane Water Repellant, CF31T7 (50-200 sq ft/ gal).
- C. Concrete: Non-Vehicular Floors, Patios, Porches, Steps and Platforms.
 - 1. Acrylic System Water-Based:
 - a. Floor Finish:
 - 1) 1st Coat: S-W Porch and Floor Enamel, A32-200 Series.
 - 2) 2nd Coat: S-W Porch and Floor Enamel, A32-200 Series (4.0 mils wet, 1.5 mils dry per coat).
 - b. Floor Finish:
 - 1) 1st Coat: S-W ConFlex Flexible Concrete Waterproofer-Smooth, CF14W50 Series.
 - 2) 2nd Coat: S-W Conflex Flexible Concrete Waterproofer-Smooth, CF14W50 Series (10.0-12.0 mils wet per coat).
- D. Metal: Aluminum, Galvanized.

1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series.
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series (2.0-4.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series.
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 Series (2.0-4.0 mils dry per coat).
 - c. Satin Finish:
 - 1) 1st Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series.
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Eg-Shel, B66-660 Series (2.0-4.0 mils dry per coat).
 - d. Flat Finish:
 - 1) 1st Coat: S-W A-100 Exterior Latex Flat, A6 Series.
 - 2) 2nd Coat: S-W A-100 Exterior Latex Flat, A6 Series (4.0 mils wet, 1.2 mils dry per coat).
 2. Alkyd Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - c. Low Sheen Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
- E. Metal: Miscellaneous. Iron, Ornamental Iron, Structural Iron and Steel, Ferrous Metal.
1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0-10.0 mils wet, 1.8-3.6 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Gloss, B66-600 Series (2.0-4.0 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0-10.0 mils wet, 1.8-3.6 mils dry).

- 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 (2.0-4.0 mils dry per coat).
 2. Alkyd Systems; Waterbased:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Gloss, B53-1050 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
 - c. Low Sheen Finish:
 - 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils wet, 2.0 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series.
 - 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Low Sheen, B53-1250 Series (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
- F. Wood: Decks, Exterior including pressure treated lumber, non-vehicular Floors, and Platforms.
1. Acrylic Water-Based Floor System:
 - a. Floor Finish:
 - 1) 1st Coat: S-W Porch and Floor Enamel, A32-200 Series.
 - 2) 2nd Coat: S-W Porch and Floor Enamel, A32-200 Series (4.0 mils wet; 1.5 mils dry per coat).
 2. Stain Systems:
 - a. Solid Color Acrylic Latex:
 - 1) 1st Coat: S-W SuperDeck Exterior Waterborne Solid Color Deck Stain, SD7-Series.
 - 2) 2nd Coat: S-W SuperDeck Exterior Waterborne Solid Color Deck Stain, SD7-Series (200-400 sq ft/gal).
 - b. Semi-Solid Color Acrylic Latex:
 - 1) 1st Coat: S-W SuperDeck Exterior Waterborne Semi-Solid Color Deck Stain, SD5-Series.
 - 2) 2nd Coat: S-W SuperDeck Exterior Waterborne Semi-Solid Color Deck Stain, SD5-Series (100-350 sq ft/gal).
 - c. Semi-Transparent Stain:
 - 1) 1st Coat: S-W SuperDeck Exterior Waterborne Semi-Transparent Stain, SD3T-Series.
 - 2) 2nd Coat: S-W SuperDeck Exterior Waterborne Semi-Transparent Stain, SD3T Series (100 - 350 sq ft/gal).
 - d. Clear Stain:
 - 1) 1st Coat: S-W SuperDeck Exterior Waterborne Clear Sealer,

- SD1T00100.
- 2) 2nd Coat: S-W SuperDeck Exterior Waterborne Clear Sealer, SD1T00100, (150 - 300 sq ft/gal).
- G. Wood: Siding, Trim, Shutters, Sashes, and Hardboard-Bare/Primed.
1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Exterior Latex Wood Primer, B42W8041 (4.0 mils wet, 1.4 mils dry).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Gloss, A8 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Gloss, A8 Series (4.0 mils wet, 1.3 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Exterior Latex Wood Primer, B42W8041 (4.0 mils wet, 1.4 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 (2.0-4.0 mils dry per coat).
 - c. Satin Finish:
 - 1) 1st Coat: S-W Exterior Latex Wood Primer, B42W8041 (4.0 mils wet, 1.4 mils dry).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Satin, A82 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Satin, A82 Series (4.0 mils wet, 1.5 mils dry per coat).
 - d. Satin Finish Self Cleaning Upgrade:
 - 1) 1st Coat: S-W Exterior Latex Wood Primer, B42W8041 (4.0 mils wet, 1.4 mils dry).
 - 2) 2nd Coat: S-W Loxon Self Cleaning Acrylic Coating-Satin, LX14-50 Series.
 - 3) 3rd Coat: S-W Loxon Self Cleaning Acrylic Coating-Satin, LX14-50 Series (5.0-7.0 mils wet, 2.0-2.8 dry per coat).
 - e. Flat Finish:
 - 1) 1st Coat: S-W Exterior Latex Wood Primer, B42W8041 (4 mils wet, 1.4 mils dry).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Flat, A6 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Flat, A6 Series (4.0 mils wet, 1.2 mils dry per coat).
 - f. Flat Finish Self Cleaning Upgrade:
 - 1) 1st Coat: S-W Exterior Latex Wood Primer, B42W8041 (4 mils wet, 1.4 mils dry).
 - 2) 2nd Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series.
 - 3) 3rd Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series (5.0-7.0 mils wet, 2.0-2.8 dry per coat).
 2. Stain; Water Reducible Systems:
 - a. Semi-Transparent:
 - 1) 1st Coat: S-W WoodScapes Exterior Polyurethane Semi-Transparent Stain, A15T00005.
 - 2) 2nd Coat: S-W WoodScapes Exterior Polyurethane Semi-Transparent Stain, A15T00005 (100-350 sq ft/gal).
 - b. Solid Color:

- 1) 1st Coat: S-W WoodScapes Exterior Acrylic Solid Color Stain, A15 Series.
 - 2) 2nd Coat: S-W WoodScapes Exterior Acrylic Solid Color Stain, A15 Series (200-400 sq ft/gal).
- H. Architectural PVC, Plastic, and Fiberglass:
1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Extreme Bond Bonding Primer, B51W00150 (3.1 mils wet, 0.9 mils dry).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Gloss, A8 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Gloss, A8 Series (4.0 mils wet, 1.3 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Extreme Bond Bonding Primer, B51W00150 (3.1 mils wet, 0.9 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 (2.0-4.0 mils dry per coat).
 - c. Satin Finish:
 - 1) 1st Coat: S-W Extreme Bond Bonding Primer, B51W00150 (3.1 mils wet, 0.9 mils dry).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Satin, A82 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Satin, A82 Series (4.0 mils wet, 1.5 mils dry per coat).
 - d. Flat Finish:
 - 1) 1st Coat: S-W Extreme Bond Bonding Primer, B51W00150 (3.1 mils wet, 0.9 mils dry).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Flat, A6 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Flat, A6 Series (4.0 mils wet, 1.2 mils dry per coat).
- I. Drywall: Gypsum Board and Exterior Drywall.
1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: S-W Exterior Latex Wood Primer, B42W08041 (4.0 mils wet, 1.4 mils dry).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Gloss, A8 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Gloss, A8 Series (4.0 mils wet, 1.3 mils dry per coat).
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: S-W Exterior Latex Wood Primer, B42W08041 (4.0 mils wet, 1.4 mils dry).
 - 2) 2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650.
 - 3) 3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss, B66-650 (2.0-4.0 mils dry per coat).
 - c. Satin Finish:
 - 1) 1st Coat: S-W Exterior Latex Wood Primer, B42W08041 (4.0 mils wet, 1.4 mils dry).
 - 2) 2nd Coat: S-W A-100 Exterior Latex Satin, A82 Series.
 - 3) 3rd Coat: S-W A-100 Exterior Latex Satin, A82 Series (4.0 mils wet, 1.5 mils dry per coat).

PART 4 EXECUTION

4.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared; notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- C. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered.

4.2 SURFACE PREPARATION

- A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
 - 1. Prior to attempting to remove mildew, it is recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions are advised.
 - 2. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply solution and scrub the mildewed area. Allow solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow surface to dry before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
 - 3. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
 - 4. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products.
- B. Aluminum: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.
- C. Block (Cinder and Concrete): Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 30 days at 75 degrees F (24 degrees C). The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound.
- D. Concrete, SSPC-SP13 or NACE 6: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all

types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls, and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a sound, uniform substrate suitable for the application of protective coating or lining systems.

- E. Cement Composition Siding/Panels: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Pressure clean, if needed, with a minimum of 2100 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments.
- F. Copper and Stainless Steel: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP 2, Hand Tool Cleaning.
- G. Exterior Composition Board (Hardboard): Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyd primer.
- H. Drywall - Exterior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.
- I. Drywall - Interior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting.
- J. Galvanized Metal: Clean per SSPC-SP1 using detergent and water or a degreasing cleaner to remove greases and oils. Apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 is necessary to remove these treatments.
- K. Plaster: Must be allowed to dry thoroughly for at least 30 days before painting unless the products are designed to be used in high pH environments. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.
- L. Steel: Structural, Plate, And Similar Items: Should be cleaned by one or more of the surface preparations described below. These methods are used throughout the world for describing methods for cleaning structural steel. Visual standards are available through the Society of Protective Coatings. A brief description of these standards together with numbers by which they can be specified follow.
 - 1. Solvent Cleaning, SSPC-SP1: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation.

2. Hand Tool Cleaning, SSPC-SP2: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
3. Power Tool Cleaning, SSPC-SP3: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
4. White Metal Blast Cleaning, SSPC-SP5 or NACE 1: A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
5. Commercial Blast Cleaning, SSPC-SP6 or NACE 3: A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
6. Brush-Off Blast Cleaning, SSPC-SP7 or NACE 4: A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods.
7. Power Tool Cleaning to Bare Metal, SSPC-SP11: Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP1, Solvent Cleaning, or other agreed upon methods.
8. Near-White Blast Cleaning, SSPC-SP10 or NACE 2: A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
9. High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials: SSPC-SP12 or NACE 5: This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only without the addition of solid particles in the stream.
10. Water Blasting, SSPC-SP12/NACE No. 5: Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow

of 4 to 14 gallons per minute.

- M. Vinyl Siding, Architectural Plastics, EIFS and Fiberglass: Clean vinyl siding thoroughly by scrubbing with a warm, soapy water solution. Rinse thoroughly. Do not paint vinyl siding with any color darker than the original color unless the paint system features Sherwin-Williams VinylSafe technology. Painting with darker colors that are not Sherwin-Williams VinylSafe may cause siding to warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.
- N. Stucco: Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments such as Loxon.
- O. Wood: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth.

4.3 INSTALLATION

- A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- F. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- G. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.

4.4 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

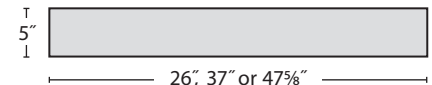
END OF SECTION

Interior Lighting Specifications
Prudential Lighting or Approved Equal



Type:

Job:



LUMEN OUTPUT: Direct (D1)

		LO	MO	SO	HO
O-20:	Lumens	1050	1500	2100	2600
	Watts	20	30	47	63
O-30:	Lumens	1650	2140	3400	3850
	Watts	30	41	75	89
O-40:	Lumens	2200	2800	4600	5100
	Watts	40	53	100	116



CLICK
HERE

Direct/Indirect (D9)

		LO	MO	SO	HO
O-20:	Lumens	1550	2300	3400	4200
	Watts	27	40	63	84
O-30:	Lumens	2200	3000	5500	6500
	Watts	42	57	105	125
O-40:	Lumens	2650	3550	6750	7250
	Watts	51	68	129	149

This is O.

It's essentially the P4000's (way more fun) twin. We've reinterpreted the popular original into a playful ring of light. It's a donut-shaped O — as in the shape your mouth makes when you see it.



Lumen output may vary +/- 5%

See LED Details PDF for more info

SE-RIES	LED COLOR	OUTPUT	SHIELD-ING	COLOR/FINISH	DISTRI-BUTION	CIRCUIT-ING	VOLT-AGE	MOUNTING	CEILING SYSTEMS	CONTROLS	DRIVERS	OPTIONS
O-20 2' Dia. O-30 3' Dia. O-40 4' Dia.	TU Tu Hue Tunable White (2700K to 6500K)	LO Low MO Medium SO Standard HO High	FWA Flat White Acrylic Lens	TMW Textured Matte White YGW Gloss White (Standard) Y____ Premium Color CC Custom Color NOTE: All canopies are painted the same color as the fixture unless specified otherwis	D1 Direct Solid Top NOTE: Only 1 row of LEDs D9 Semi-Direct NOTE: ~17% Uplight, 83% Down. To specify more or less Uplight, see Output NOTE Recom- mended distance to hang from ceiling to top of fixture to avoid hotspots; O-20: 18", O-30: 24", O-40: 30"	SC Single Circuit DC Dual Circuit (Two feeds required, D9 only)	UNV (120- 277)	SUR Surface Mount (1" Standoff from ceiling) CA48", 96" or 144" Aircraft Cable (Adjustable) 3RPM48", 96" or 144" Round Cast Aluminum Canopy (Min from fixture to ceiling 2': 10", 3': 16", 4'; 20") 3SPM48", 96" or 144" Square Cast Aluminum Canopy (Min from fixture to ceiling 2': 10", 3': 16", 4'; 20") MPCA48", 96" or 144" Monopoint Mounting (18" min from fixture to ceiling) SSC____ Top-Swivel Stem Mount (Specify length)	X1 T-Bar 1 5/16" or 5/8" Exposed (Standard) Consult factory for 5/16" Tegular X3 Hard Ceiling X6 Slot Grid or Interlude	O-10V Uses E10V Driver DALI Uses EDALI Driver DMX Uses EDMX Driver nLight Uses EDALI Driver	E10V .1% O-10V DUALdrive, EldoLED (Dim to Dark [Off] Tunable White) EDALI DALI DUALdrive, EldoLED (Dim to Dark [Off] Tunable White) EDMX DMX POWERdrive, EldoLED (Dim to Dark [Off] Tunable White)	EMHE CA T20 Emergency Battery (Remote only; 500 delivered lumens; CA Title 20 compliant) EM Emer- gency Battery (3-4': 400 delivered lumens) PruTune Wall Device (EDALI driver only, one PruTune device for each zone) ETRAN 0-10V to DALI Eldo Translator



D1 — DIRECT

High Output:

O-30-LED4-HO-D1

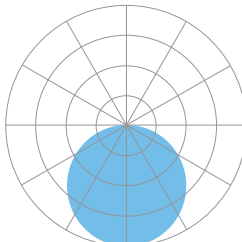
5290 Delivered Lumens

97 Watts

55 lm/w

4000 CCT

Test #103619833LAX-001



Zonal Lumen Summary:

0-90 = 100%

1848

Vertical Angle	0	25	45	65	90
0	1848	1848	1848	1848	1848
5	1837	1838	1838	1838	1840
15	1766	1763	1765	1769	1772
25	1070	1070	1070	1070	1070
35	937	937	937	937	937
45	1437	1434	1438	1445	1452
55	927	926	935	944	955
65	639	640	648	657	667
75	354	352	362	371	380
85	90	87	92	99	105
90	0	0	0	0	0

D9 — SEMI-DIRECT

Standard Output:

O-20-TW-SO-D9

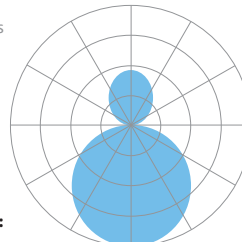
3184 Delivered Lumens

58 Watts

55 lm/w

4000 CCT

Test #L041502002



Zonal Lumen Summary:

0-90 = 61%

90-180 = 39%

635

Vertical Angle	0	25	45	65	90
0	685	685	685	685	685
5	682	682	682	682	682
15	654	654	654	654	654
25	816	816	817	817	817
35	604	604	604	603	603
45	446	446	445	444	443
55	347	346	345	344	344
65	241	241	240	239	239
75	172	172	172	172	172
85	39	39	39	38	39
90	0	0	0	0	0
95	15	15	15	15	16
115	143	144	143	141	141
125	216	217	215	213	212
135	290	290	289	287	286
145	360	360	359	357	356
155	422	422	421	418	416
165	468	469	468	464	463
175	486	486	484	480	479
180	496	496	496	496	496

LUMEN MAINTENANCE

L70 (LO, MO, SO) — 100,000+ Hours

L70 (HO) — 90,000+ Hours

LED SYSTEM

LED modules and drivers are field replaceable.

CONTROLS

Tunable White can be controlled via the following methods:

- **0-10V:** Control brightness and color independently via 2 dimmers.
- **DALI:** For more precise control. Prudential's PruTune wall control includes a color wheel, dimming indicator and six preset color options (2700K, 3000K, 3500K, 4000K, 5000K & 6500K).
- **nLight*:** Similar to DALI but with easier installation.
- **DMX*:** Recommended for dynamic lighting.

* Both nLight and DMX have Plug-n-Play connectors installed on the fixture

NOTE: Independent control of Up and Down light (dual circuit) requires doubling the above controls for 0-10V and DALI (Four dimmers or two PruTune, or similar, devices). Dual circuit on DMX and nLight is handled via addressing of connected components. Mixing control options is not recommended.

LABELS

CSA and ETL damp labeled and I.B.E.W. manufactured.

CONSTRUCTION

Housing

Extruded aluminum, rolled and welded, >25% PC recycled, 100% recyclable

Lens

Flat acrylic, 100% recyclable.

Weights

O-20: 17lbs O-30: 27lbs O-40: 34lbs

MOUNTING

Surface or suspended by aircraft cables, top-swivel stems.

WARRANTY

Single-source, 5 year limited warranty covers standard components and construction. See warranty for more details.

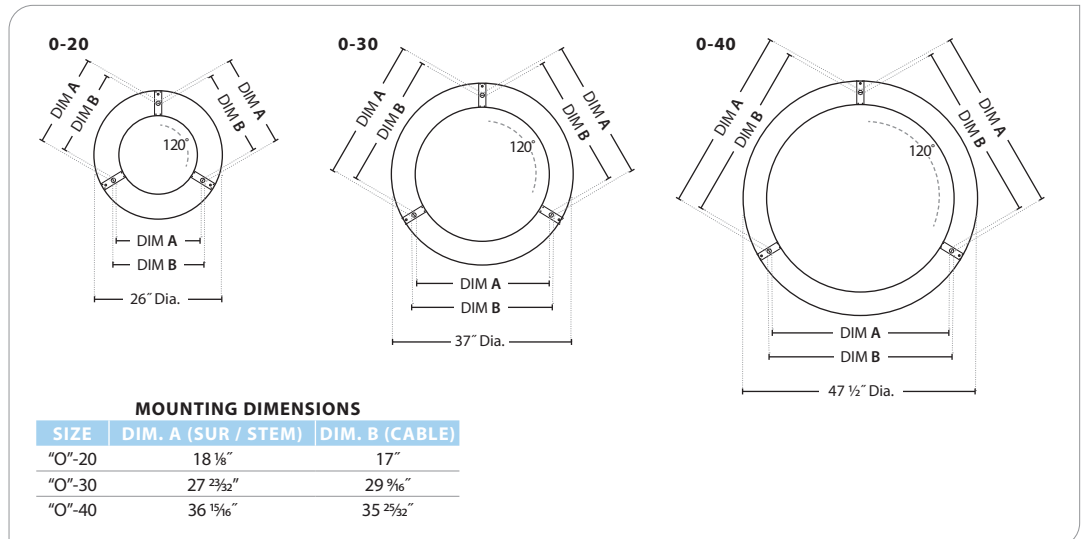


Choose from one of our Premium Colors with no set-up fee.

For paint chip samples, please email: info@prulite.com

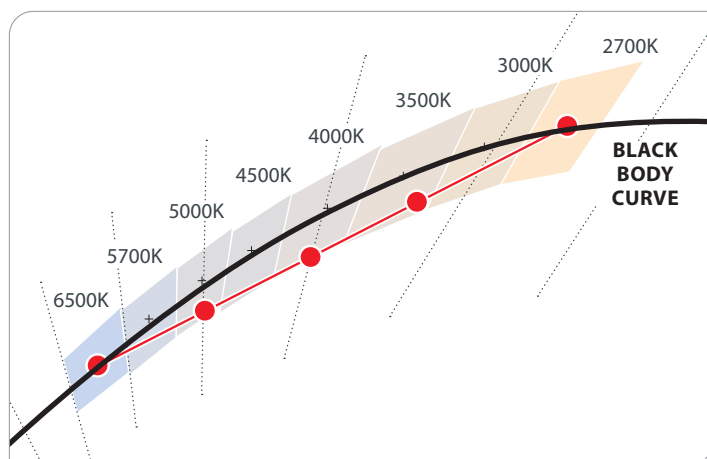


MOUNTING LOCATIONS



MOUNTING OPTIONS

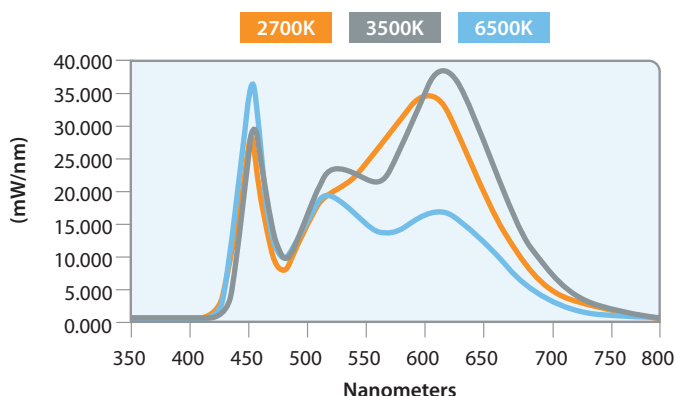




TARGETED CCT	TESTED CCT	LUMEN OUTPUT	TOTAL POWER (W)	CRI	R9	DUV
6500	6100	+ 2%	- 11%	96	96	0
5000	4675	STATED LUMENS ON LUMEN CHART	- 14%	95	96	- 0.005
4000	3675	+ 2%	- 13%	94	85	- 0.007
3500	3225	+ 1%	- 12%	93	74	- 0.006
3000	2875	STATED LUMENS ON LUMEN CHART	- 6%	93	57	- 0.004
2700	2650	- 2%	STATED WATTS ON LUMEN CHART	91	46	- 0.002

LIGHT OUTPUT AND COLOR

- Actual CCT is below targeted, especially in cooler range as a function of LED chip
- Light output is held constant over full color range and output matches static white PRU fixtures for easy specification (Low, Medium, Standard and High output), see spec sheets for delivered lumens for individual fixtures (varies). Lumen output may vary +/- 5%



ELECTRICAL

0-10V:

- Universal Input Voltage (120-277VAC)
- 0.1% Dimming
- Controlled by two individual 0-10V signals, one for light output (to 1%), the other for adjusting CCT (2700K-6500K)
- 50,000 hours rated life at 70°C max driver case temperature
- 87% efficiency — THD <20% — PF >0.9

DALI:

- Universal Input Voltage (120-277VAC)
- DALI control system (by others) or PRUTune DALI wall device to control color temperature and brightness

NOTE: PRUTune wall device only requires Purple & Grey wires common to 0-10v wiring, ideal for control of individual spaces

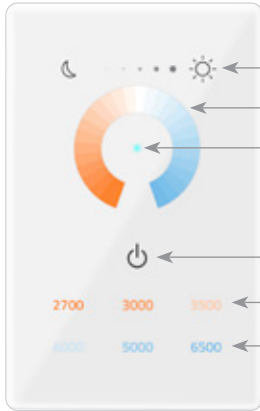
- 50,000 hours rated life at 70°C max driver case temperature
- 87% efficiency — THD <20% — PF >0.9

DMX:

- Universal Input Voltage (120-277VAC)
- DMX control system (by others) for control of CCT and brightness
- DMX drivers have multiple output channels that can be independently addressed at the factory
- 50,000 hours rated life at 70°C max driver case temperature
- 86% efficiency — THD <20% — PF >0.9



PRUTUNE WALL DEVICE



BRIGHTNESS: 0.1%-100%

COLOR WHEEL

POWER INDICATOR

RED : OFF

BLUE : ON

ON / OFF

PRESET COLOR TEMPERATURES

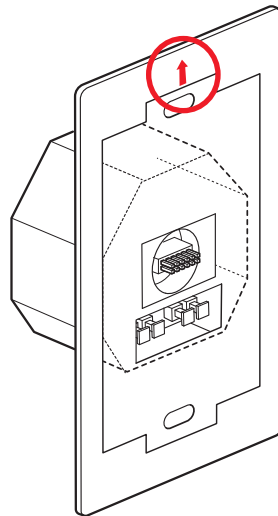
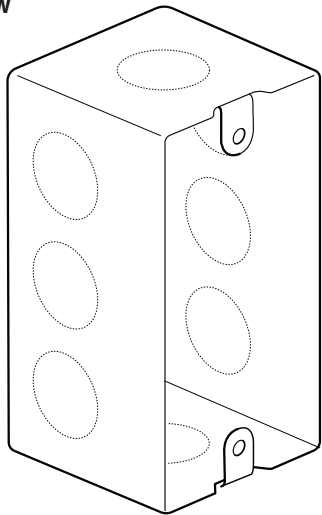
PRUTune DALI device includes:

- Easy-to-understand user control with intuitive design
- Out-of-the-box set-up, no commissioning needed
- Color wheel for color change from 2700K to 6500K
- Dimming to 0.1% (255 Steps)
- Six preset colors (2700K, 3000K, 3500K, 4000K, 5000K, 6500K)
- Must use DALI driver, consult factory to control non-Prudential Ltg Tunable White fixtures
- Control one (1) zone - up to 30 drivers
(Consult factory for fixture quantity dependant upon fixture type, size & output)

PRUTune + EMHE: — Prutune does not have memory

- Once normal power is restored, the controller sends a signal of 100% intensity and 6500K CCT

EXPLODED VIEW



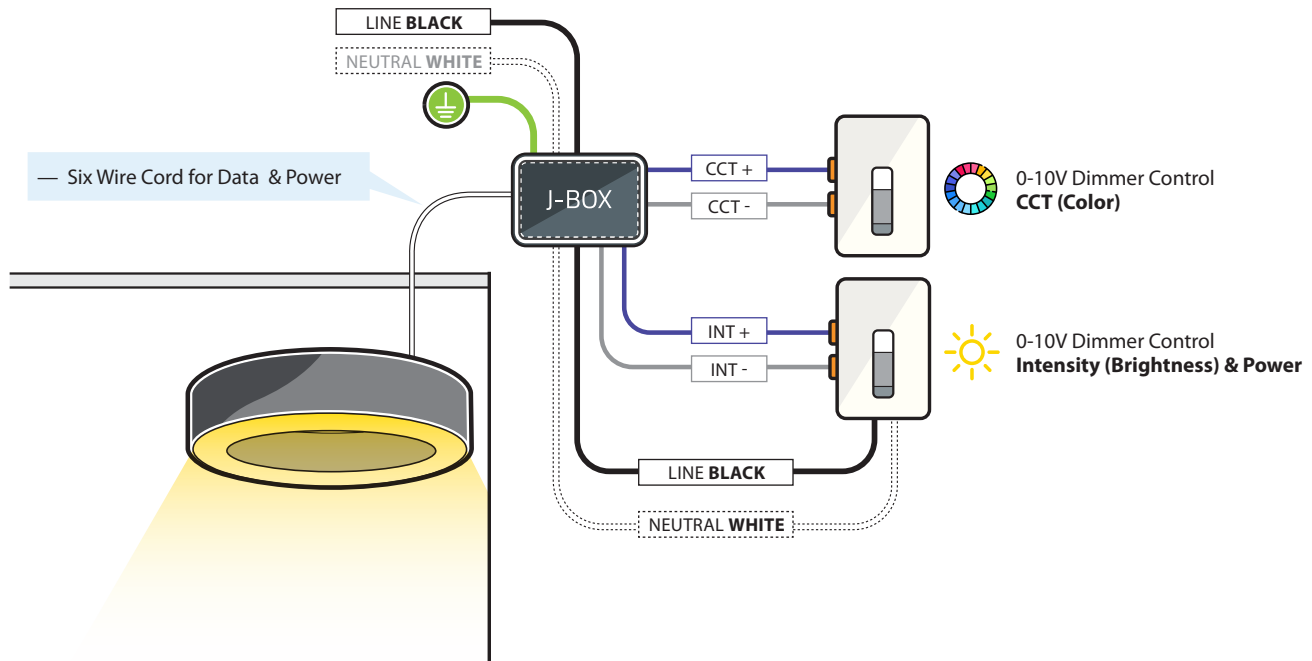
Ensure arrows are aligned when assembling 'Pru wall device'





D1/D9 – SC – 0-10v

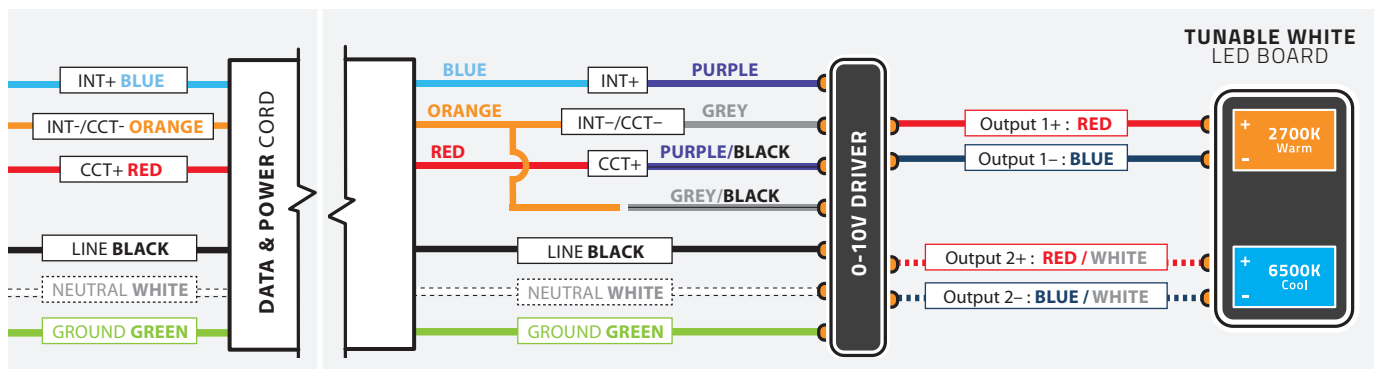
Single Control for Color, Single Control for Intensity



- Cords (Power and Data) between fixture and junction box are supplied by Prudential, but ship separately.
Wire colors shown below are representative of the wires inside the fixture.
- Junction box wiring by others. Wire colors shown are for illustration purposes only.

J-BOX WIRING DETAIL:

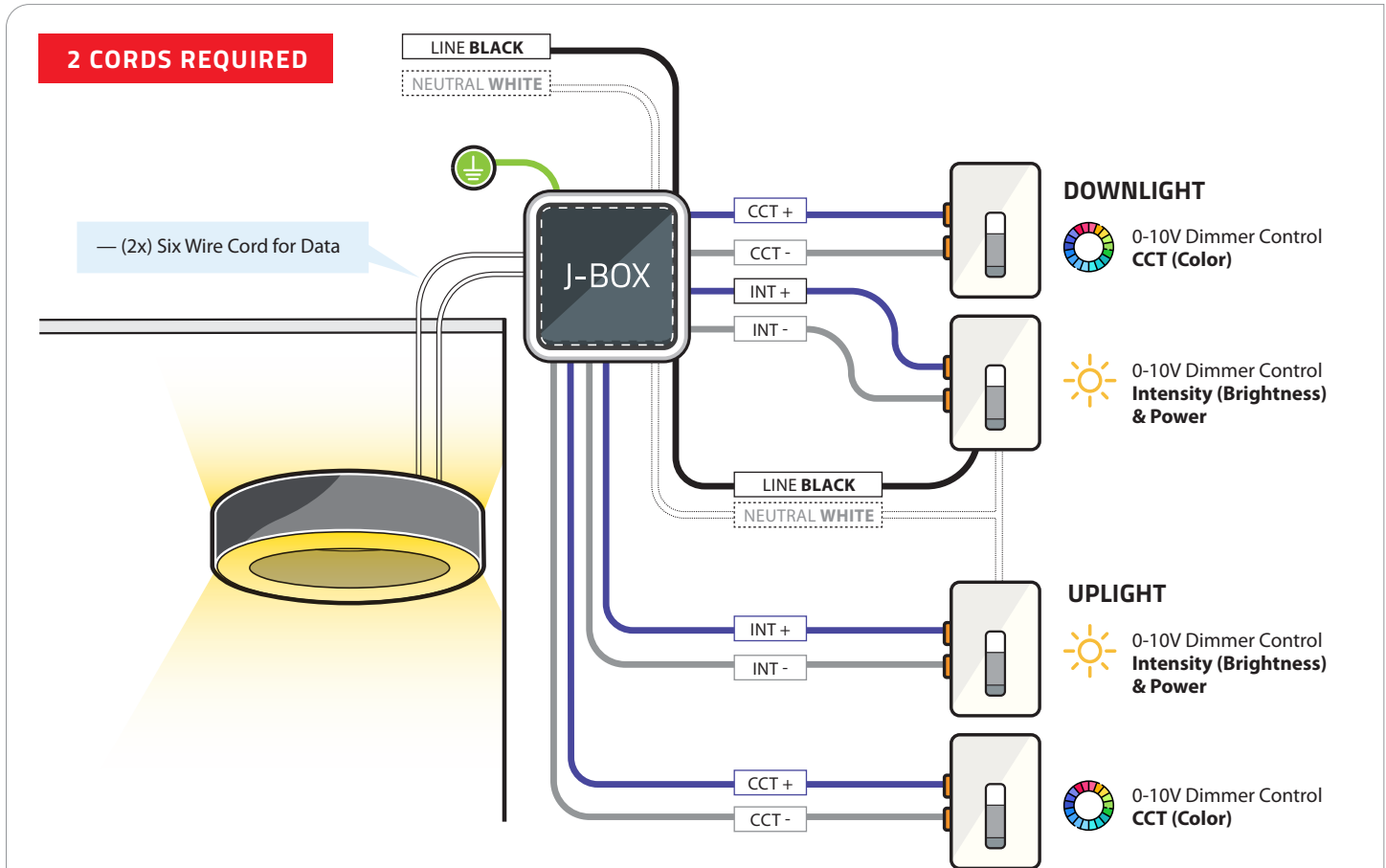
LIGHTING FIXTURE INTERNAL DETAILS:





D9 – DC – 0-10v

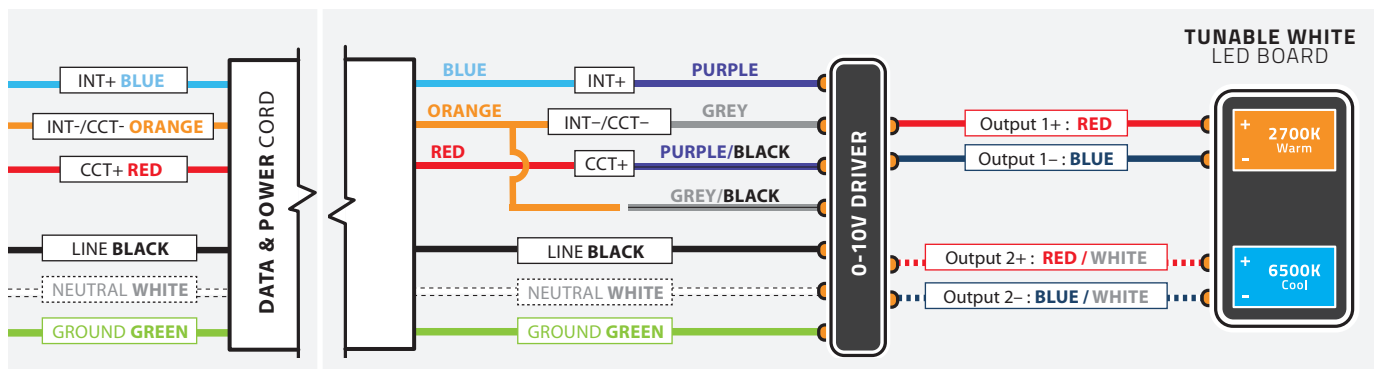
Dual Control for both Color & Intensity (Control Up/Down separately)



- Cord (Power and Data) between fixture and junction box are supplied by Prudential, but ship separately.
Wire colors shown below are representative of the wires inside the fixture.
- Junction box wiring by others. Wire colors shown are for illustration purposes only.

J-BOX WIRING DETAIL:

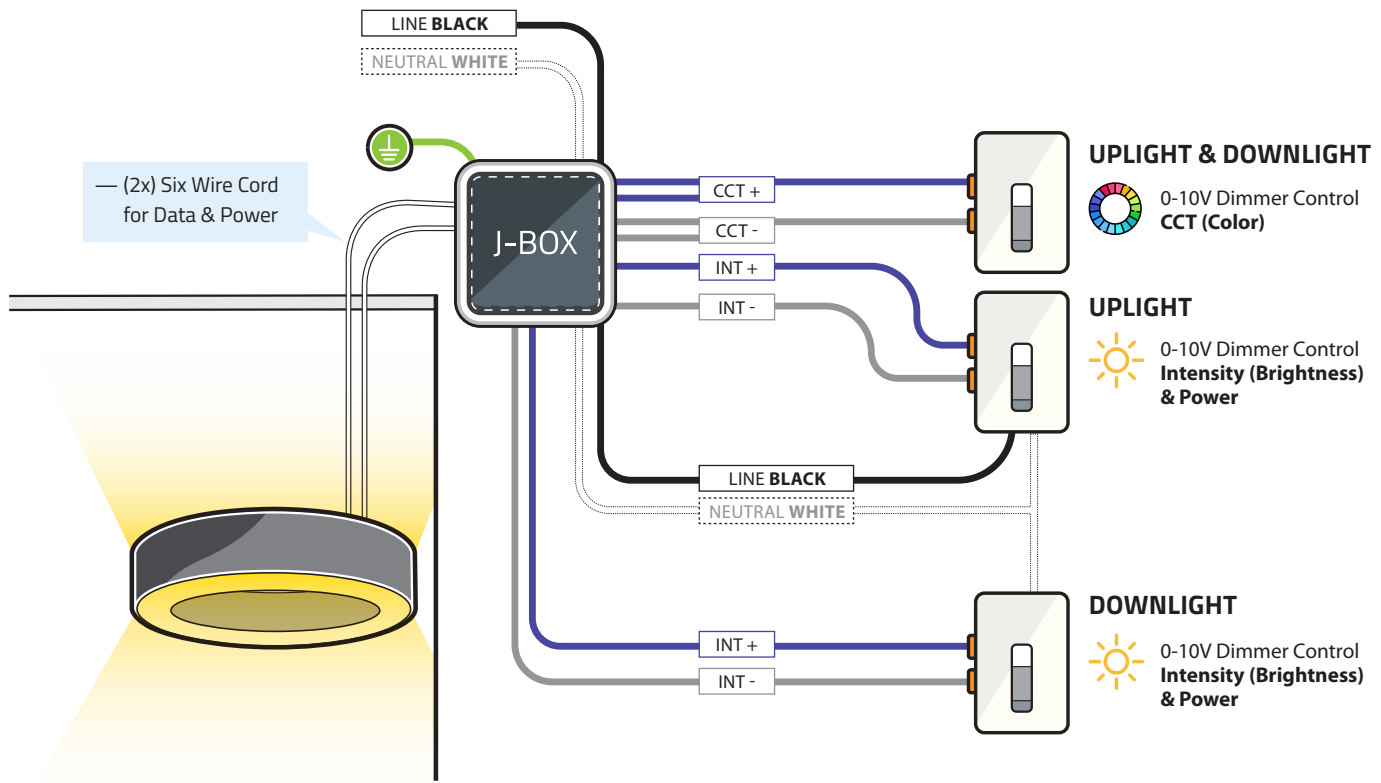
LIGHTING FIXTURE INTERNAL DETAILS:



D9 – DC – 0-10v

Single Control for Color, Dual Control for Intensity

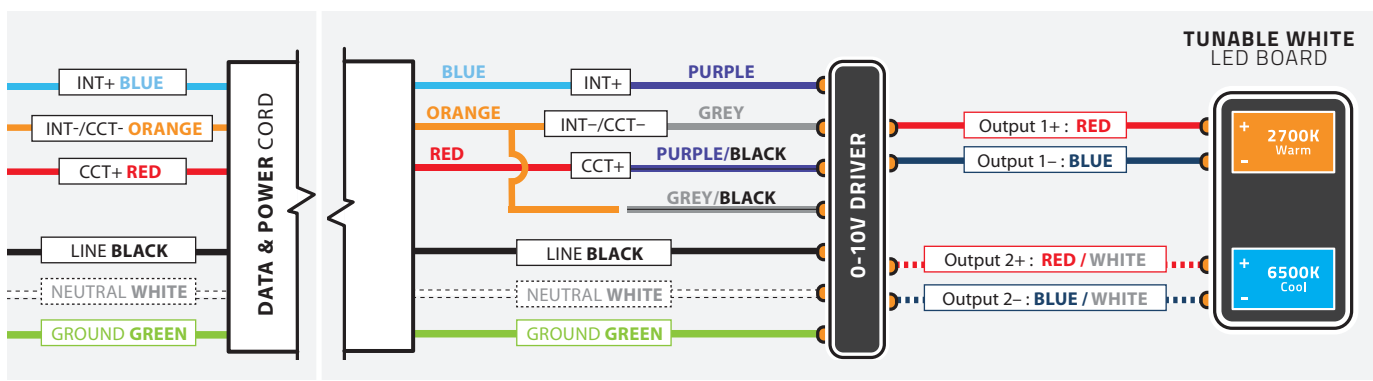
2 CORDS REQUIRED



- Cord (Power and Data) between fixture and junction box are supplied by Prudential, but ship separately. Wire colors shown below are representative of the wires inside the fixture.
- Junction box wiring by others. Wire colors shown are for illustration purposes only.

J-BOX WIRING DETAIL:

LIGHTING FIXTURE INTERNAL DETAILS:

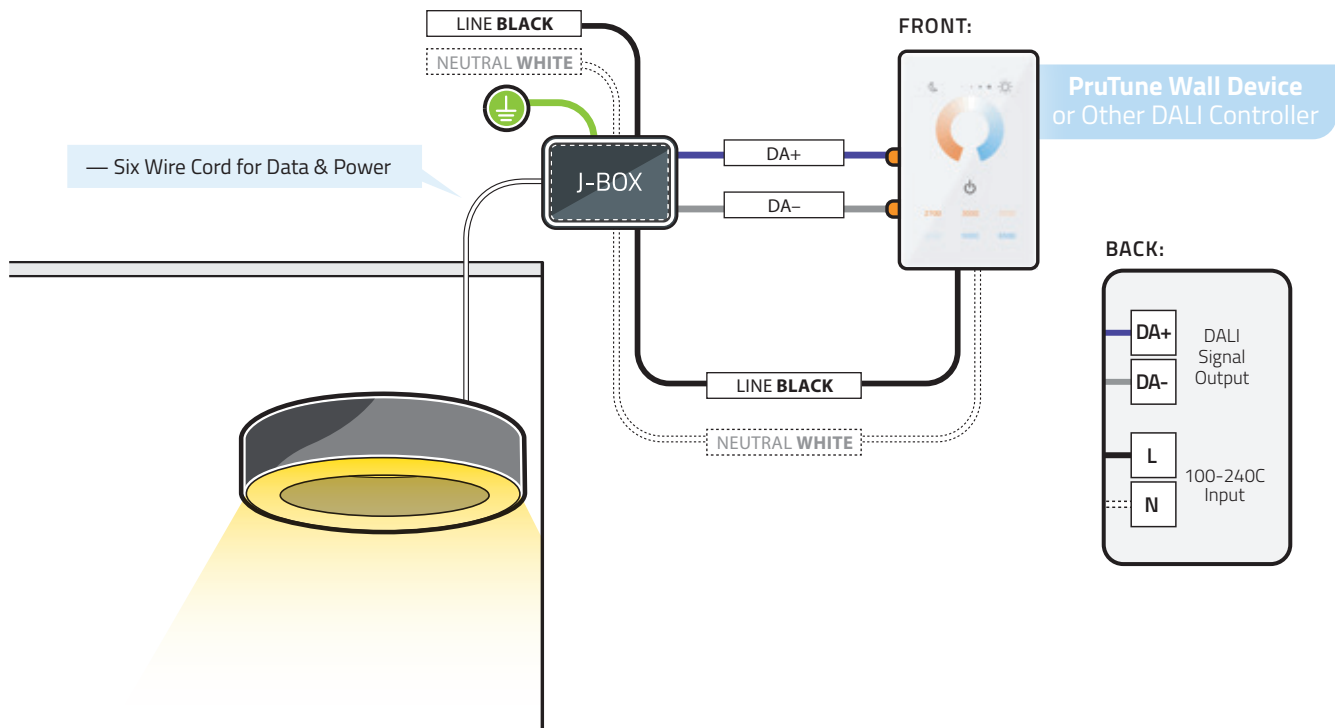




D1/D9 –SC – DALI – PruTune

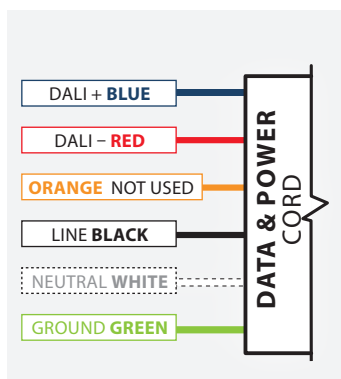
Single Control for Color & Intensity

1 CORD REQUIRED

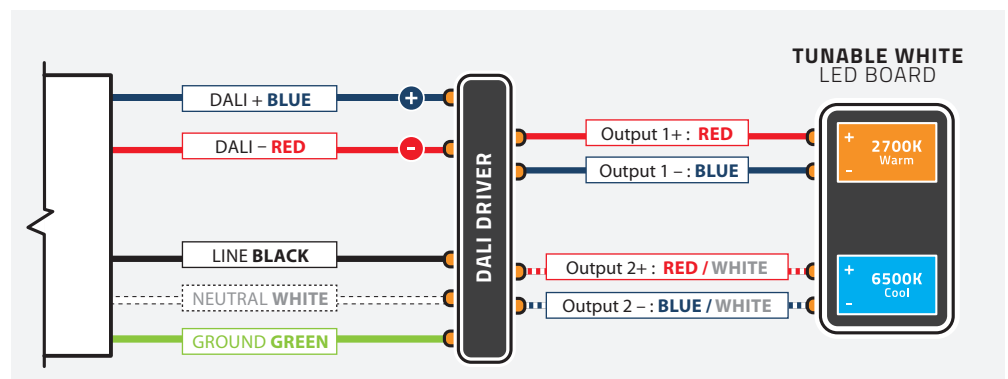


- Cord (Power and Data) between fixture and junction box are supplied by Prudential, but ship separately. Wire colors shown below are representative of the wires inside the fixture.
- Junction box wiring by others. Wire colors shown are for illustration purposes only.

J-BOX WIRING DETAIL:



LIGHTING FIXTURE INTERNAL DETAILS:

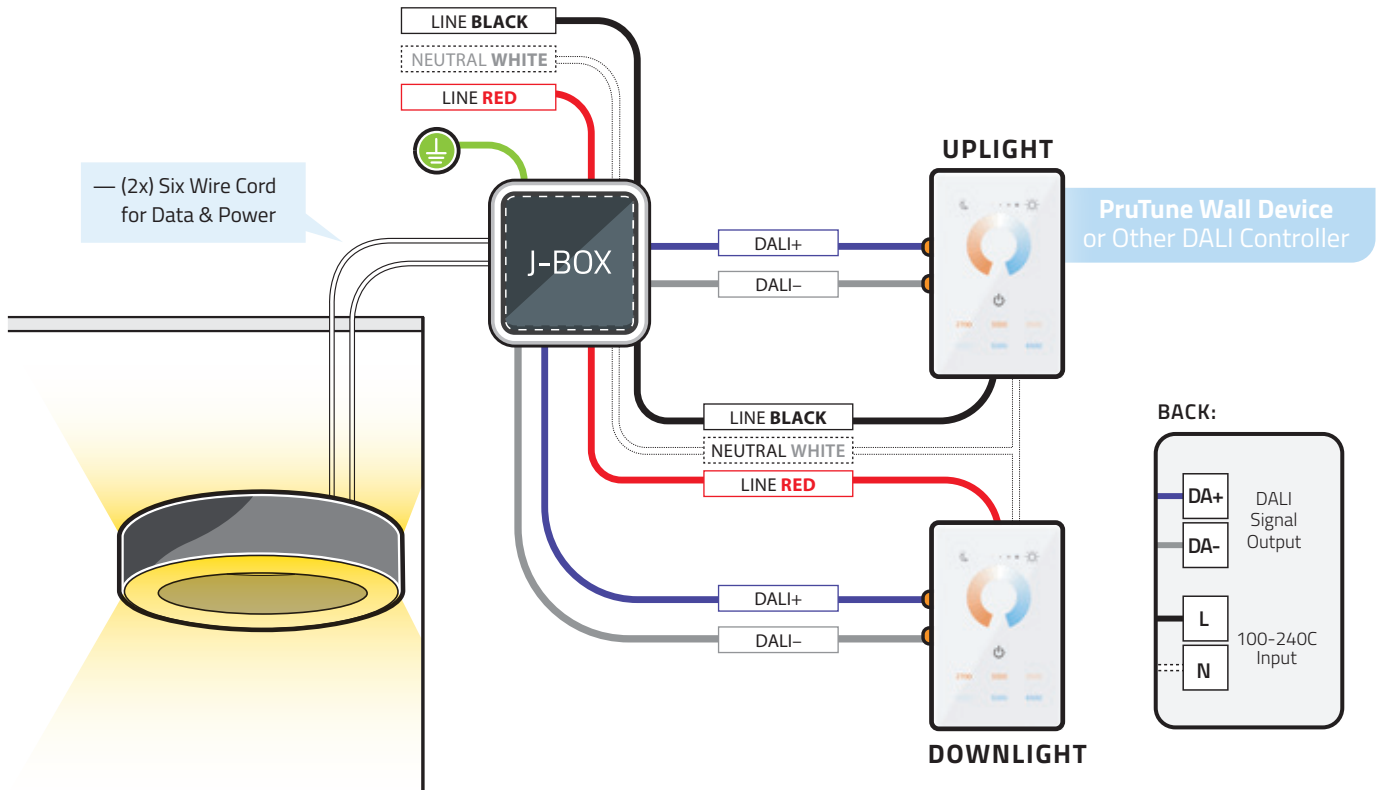




D9 -DC - DALI - PruTune

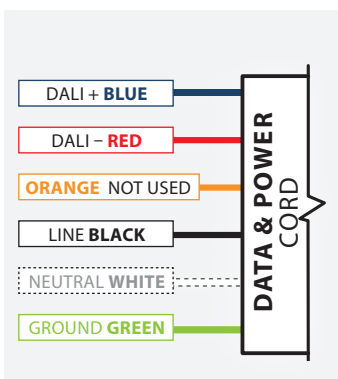
Single Control for Color & Intensity Down, Separate Control for Color & Intensity Up

2 CORDS REQUIRED

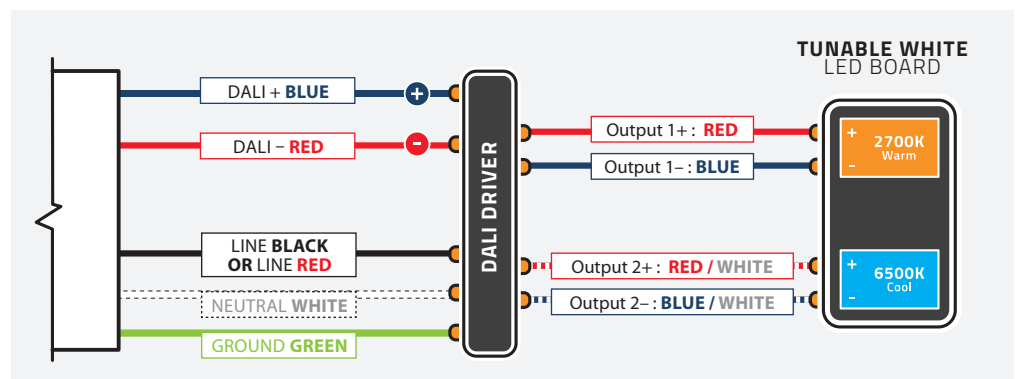


- Cord (Power and Data) between fixture and junction box are supplied by Prudential, but ship separately. Wire colors shown below are representative of the wires inside the fixture.
- Junction box wiring by others. Wire colors shown are for illustration purposes only.

J-BOX WIRING DETAIL:



LIGHTING FIXTURE INTERNAL DETAILS:

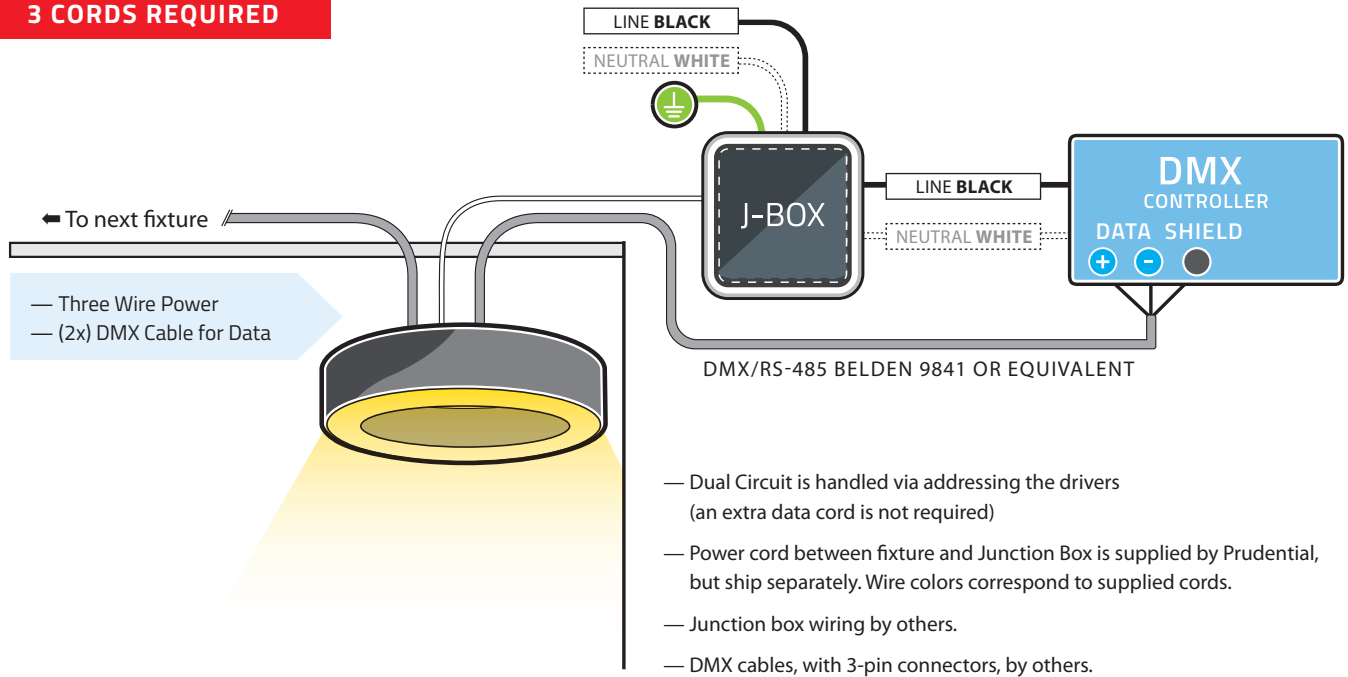




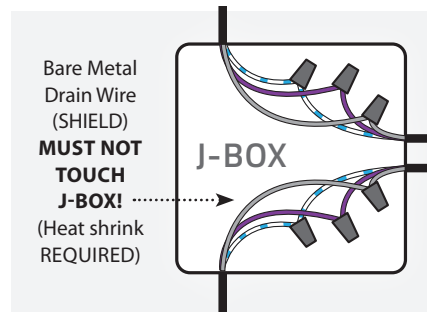
D1/D9 – SC – DMX

DMX Control of Color & Intensity

3 CORDS REQUIRED

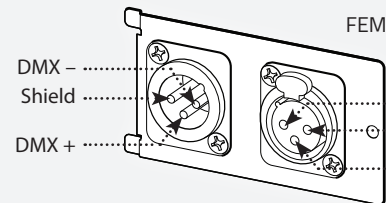


J-BOX WIRING DETAIL: DMX CONNECTIONS

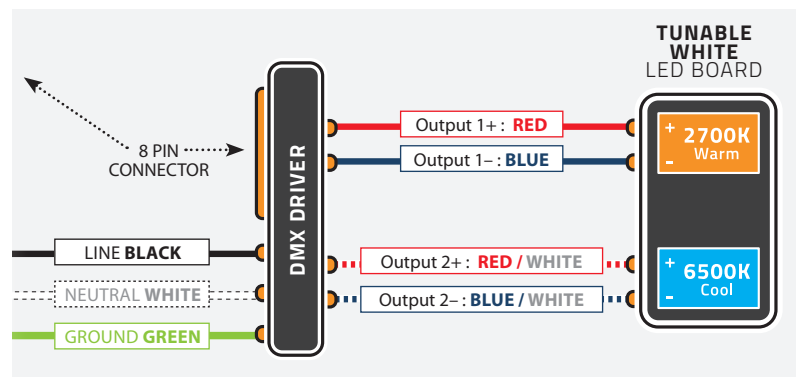
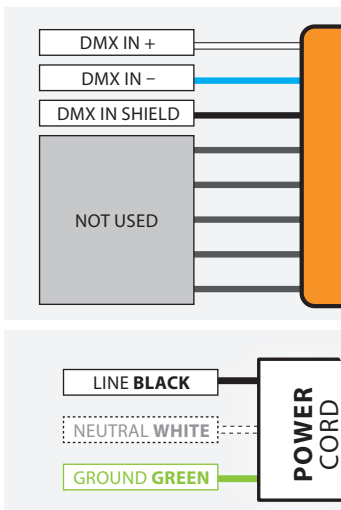


DMX CONNECTOR DETAIL:

MALE: DMX IN



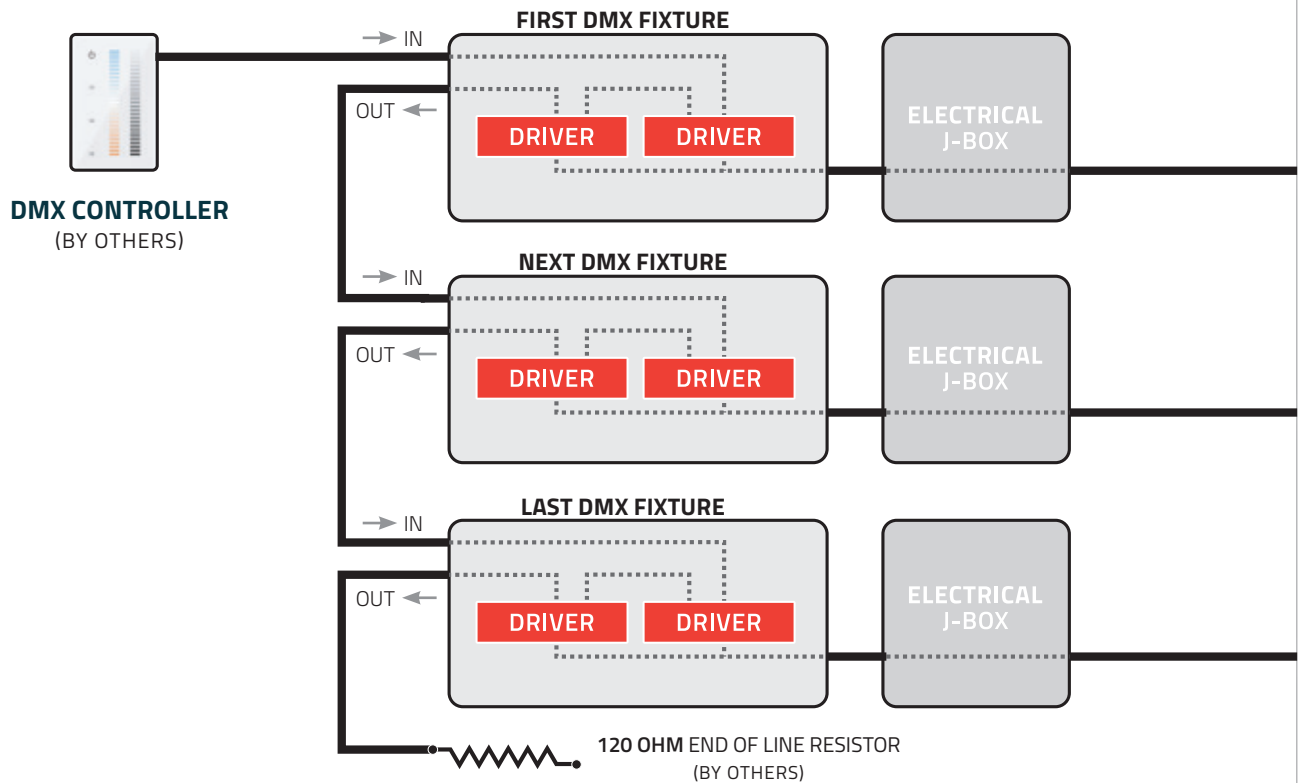
8 PIN CONNECTOR DETAIL:



FOR MULTIPLE
FIXTURES
SEE NEXT PAGE

D1/D9 – SC – DMX

DMX Control of Color & Intensity, Multiple Fixtures



RECOMMENDATIONS

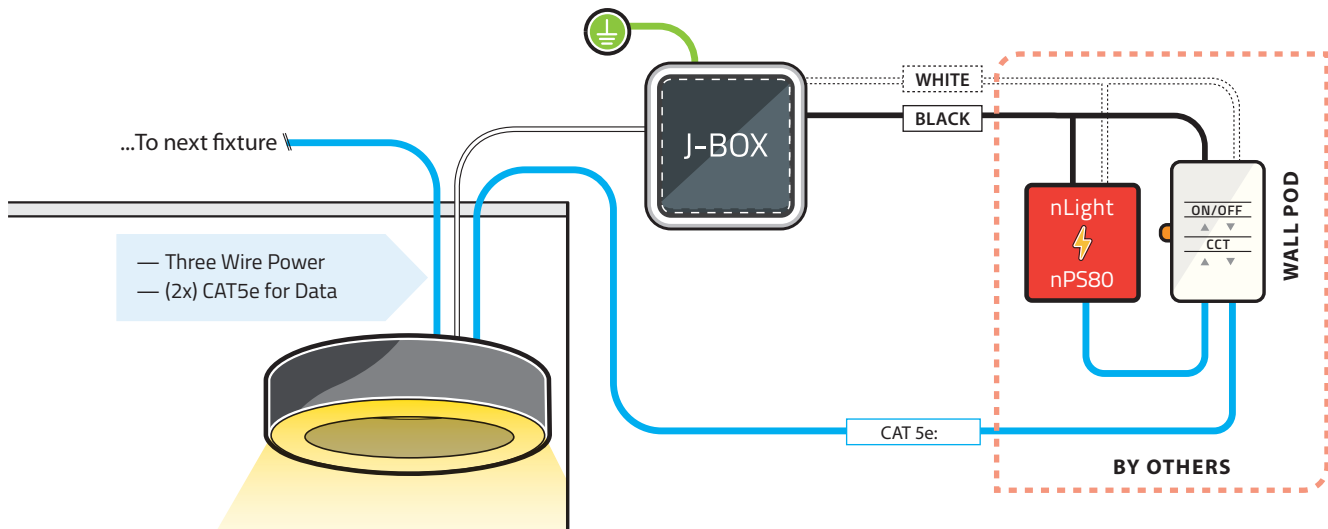
- Fixtures must be daisy chained. (Drivers internal to fixture and daisy chained)
- Maximum 32 drivers per controller, consult factory for quantity of drivers per fixture.
If more than 32 drivers a DMX booster / repeater (by others) must be used.
- Keep DMX cable less than 1000ft between controller and end of line resistor.
- Cables connecting fixtures must be designed for DMX/RS-485, Beldin 9841 or equivalent.
- If more than one zone, fixtures per zone must be specified.



SC – nLight

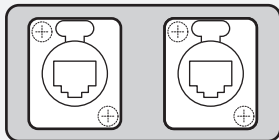
(nLight Control of Color & Intensity, One Fixture)

3 CORDS REQUIRED

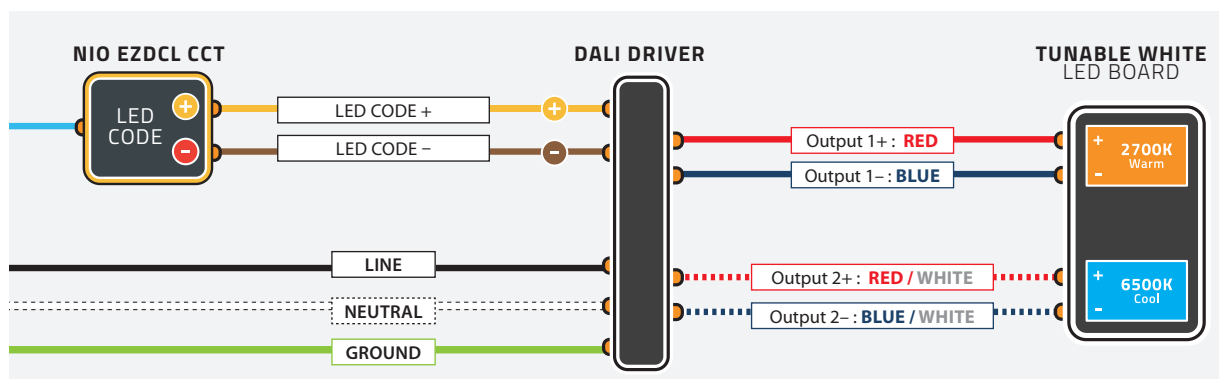


- Cords (Power and Data) between fixture and Junction Box are supplied by Prudential, but ship separately. Wire colors correspond to supplied cords.
- Wiring from Junction Box to Controllers is by others. Wire colors are for illustration purposes only.
- CAT5e cables by others.

RJ45 CONNECTOR DETAIL:



LIGHTING FIXTURE INTERNAL DETAILS:



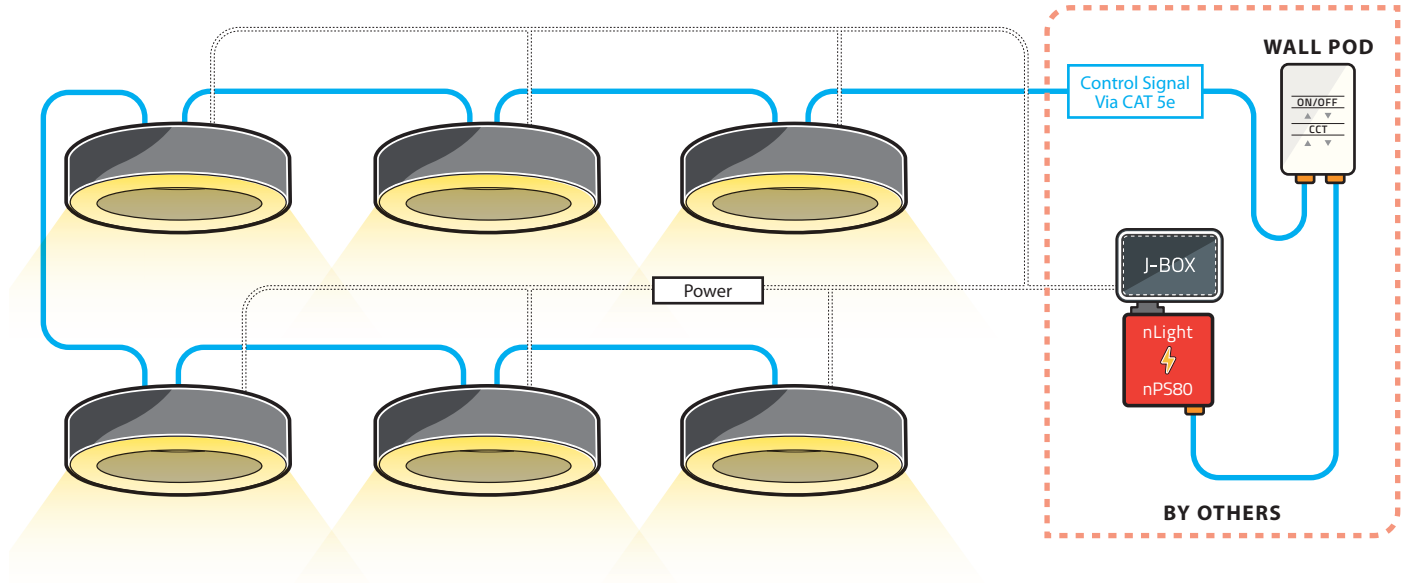


SC – nLight

(nLight Control of Color & Intensity, Multiple Fixtures)

TYPICAL NETWORK LAYOUT

3 CORDS REQUIRED

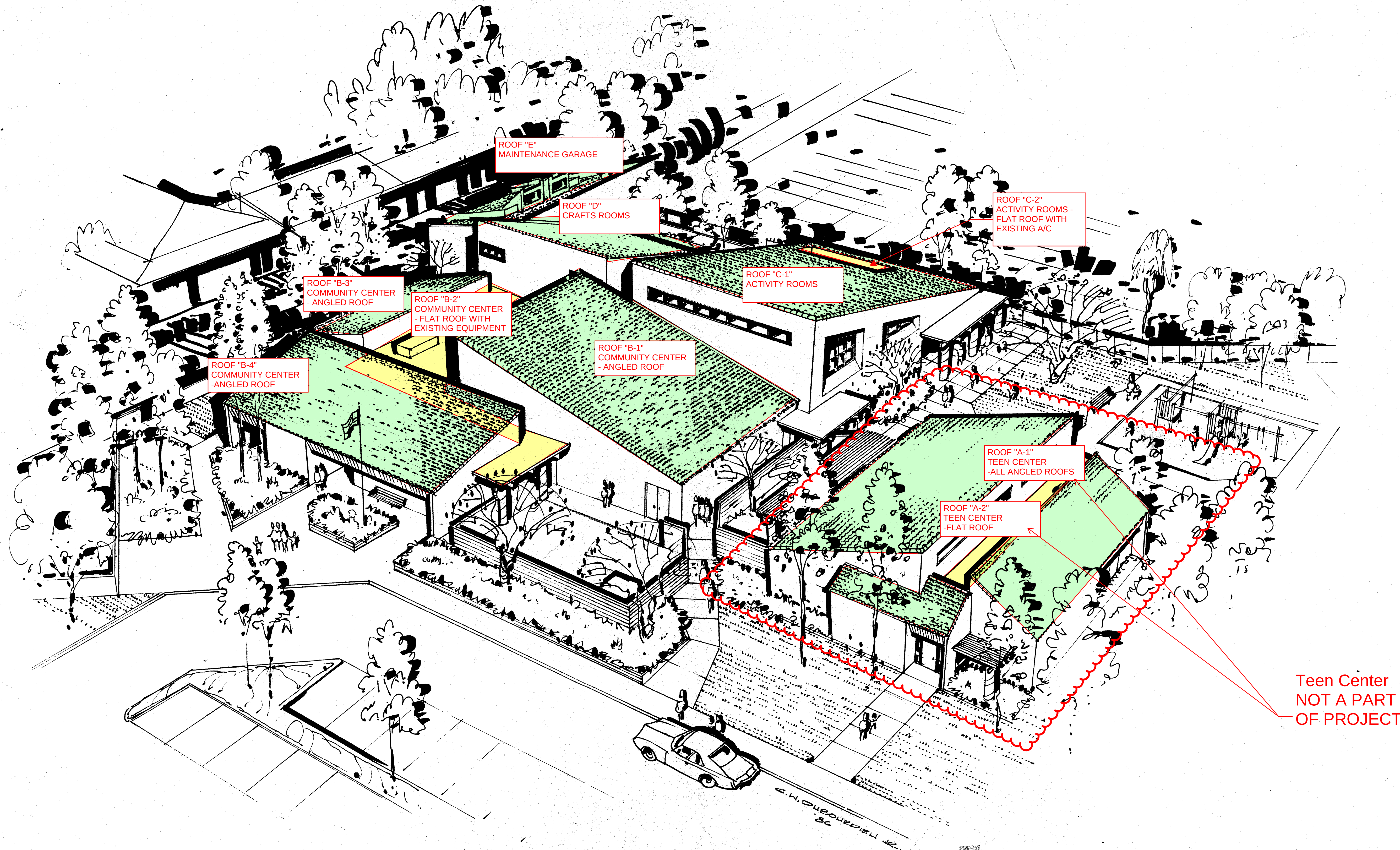


- All nLight RJ45 ports are interchangeable (no dedicated IN or OUT).
- nLight zones must have a net positive amount of bus power. See table below for bus power consumption as a function of fixture size and output. Bus power is supplied by power/relay packs (nPP16 family and nPS80), power supplies (PP20 PL BP and nPANELS), nLight enabled fixtures, and bridges.

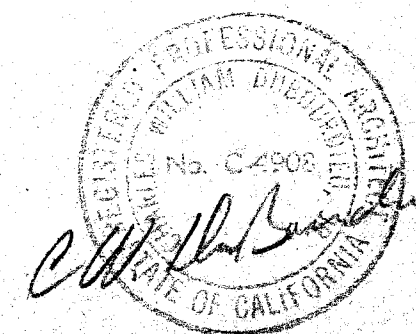
BUS POWER CONSUMPTION																
LO				MO				SO				HO				
	D1	D9	SC	DC	D1	D9	SC	DC	D1	D9	SC	DC	D1	D9	SC	DC
O-20	3mA			N/A	3mA			6mA	6mA			6mA	6mA	3mA	9mA	
O-20				6mA												
O-20																

APPENDIX A

ROOF LOCATION MAP



AERIAL VIEW OF THE COMMUNITY CENTER LOOKING SOUTHWEST



TITLE, COVER SHEET

job number 85022
date 7/14/86
drawn C.W.D.
scale
DUBOURDIEU, INC. C 4908

ALTERATIONS AND ADDITIONS FOR:
LOS ALAMITOS COMMUNITY CENTER
10911 OAK ST., LOS ALAMITOS, CA

CHARLES WILLIAM DUBOURDIEU JR. AIA ARCHITECTURE • PLANNING

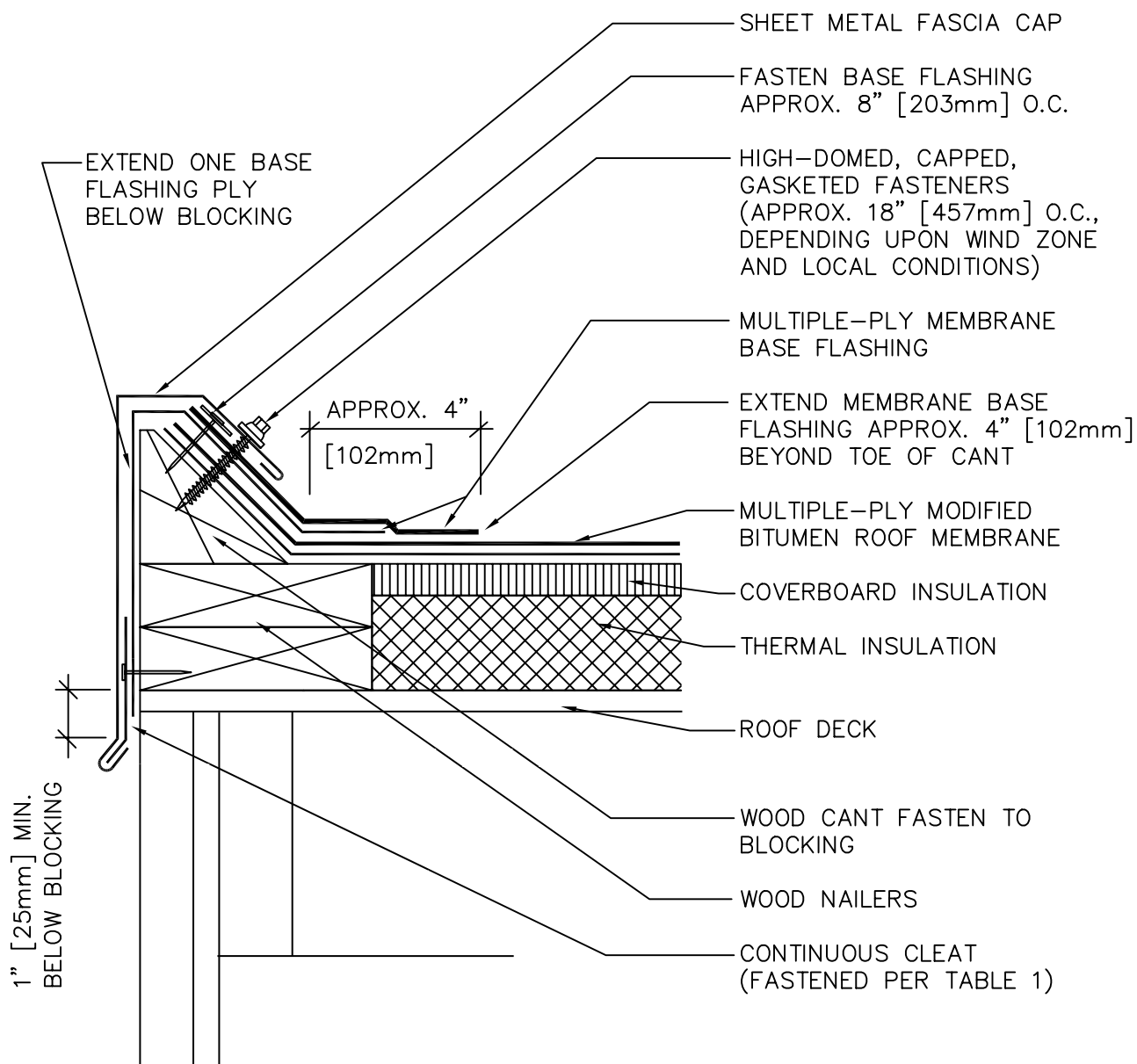
SHEET
A

no	revision	date
1		
2		
3		
4		

10832 Kyle Street, Suite C
Los Alamitos, California 90720

APPENDIX B

CONSTRUCTION DETAILS



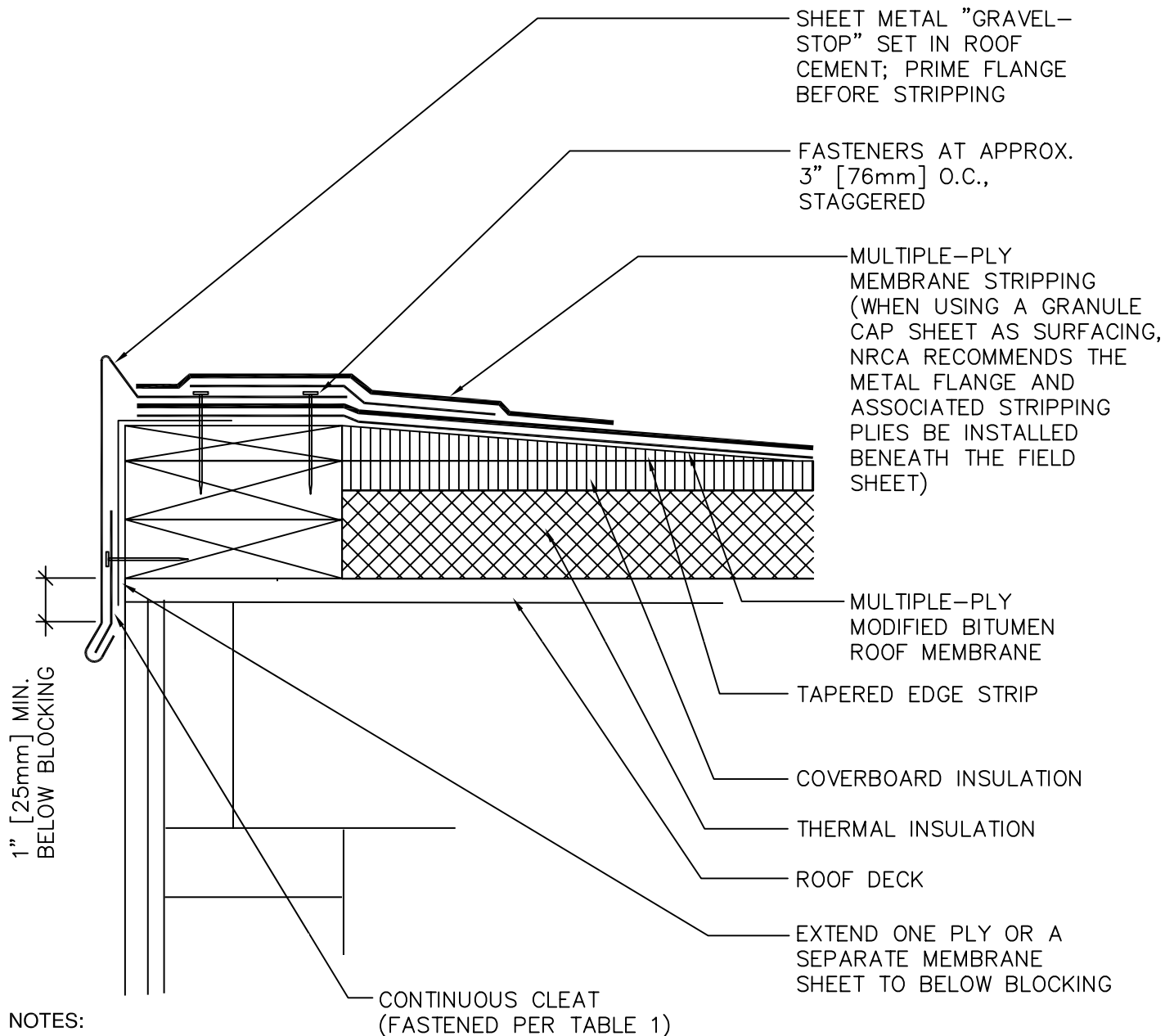
NOTES:

1. ATTACH WOOD NAILER TO WALL/DECK WITH SUITABLE FASTENERS.
2. WOOD BLOCKING MAY BE SLOTTED FOR VENTING OF WET-FILL DECKS OR OTHER CONSTRUCTIONS WHERE APPLICABLE.
3. THIS DETAIL SHOULD BE USED ONLY WHERE THE DECK IS SUPPORTED BY THE OUTSIDE WALL.
4. REFER TO BUR/MB TABLE 1 FOR METAL THICKNESS AND CLEAT SUGGESTIONS.

MEMBRANE ROOFING DETAILS

RAISED PERIMETER EDGE WITH METAL FLASHING
(FASCIA CAP)

MB-1S

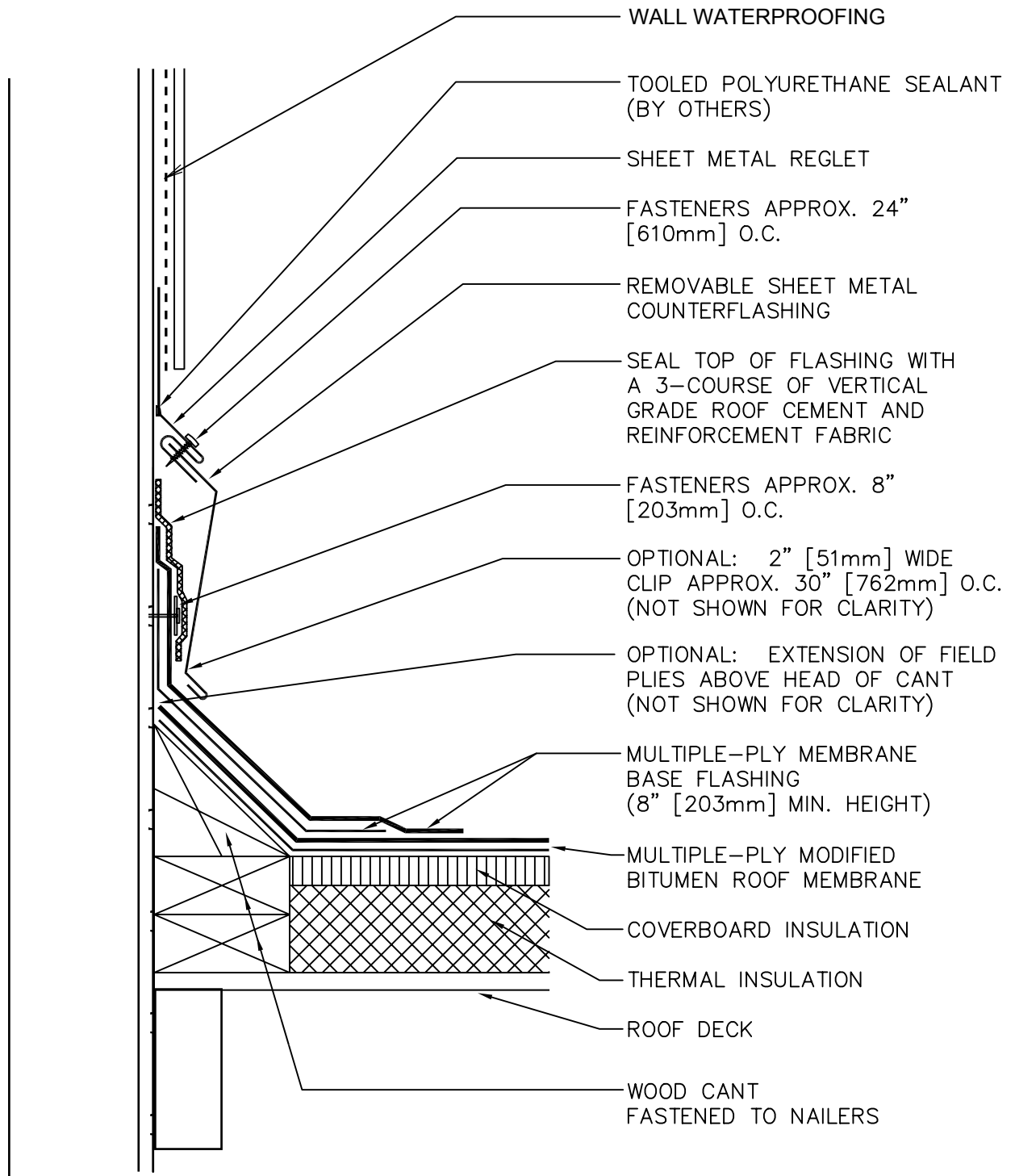


1. NRCA SUGGESTS AVOIDING (WHERE POSSIBLE) FLASHING DETAILS THAT REQUIRE RIGID METAL FLANGES TO BE EMBEDDED OR SANDWICHED INTO THE ROOF MEMBRANE. (SEE MB-1 FOR THE PREFERRED PERIMETER CONSTRUCTION.)
2. THIS DETAIL SHOULD BE USED ONLY WHERE THE DECK IS SUPPORTED BY THE OUTSIDE WALL.
3. ATTACH NAILER TO WALL WITH SUITABLE FASTENERS.
4. WOOD BLOCKING MAY BE SLOTTED FOR VENTING OF WET-FILL DECKS OR OTHER CONSTRUCTIONS WHERE APPLICABLE.
5. FREQUENT NAILING OF SHEET METAL FLANGE IS NECESSARY TO MINIMIZE THERMAL MOVEMENT.
6. REFER TO BUR/MB TABLE 1 FOR METAL THICKNESS AND CLEAT REQUIREMENT.
7. NRCA SUGGESTS THAT THE TOP STRIPPING PLY BE A HEAVY-WEIGHT REINFORCED POLYMER MODIFIED BITUMEN SHEET TO HELP STRIPPING PLIES ACCOMMODATE THERMAL MOVEMENT OF METAL.

MEMBRANE ROOFING DETAILS

EMBEDDED EDGE METAL FLASHING (GRAVEL-STOP)

MB-3S



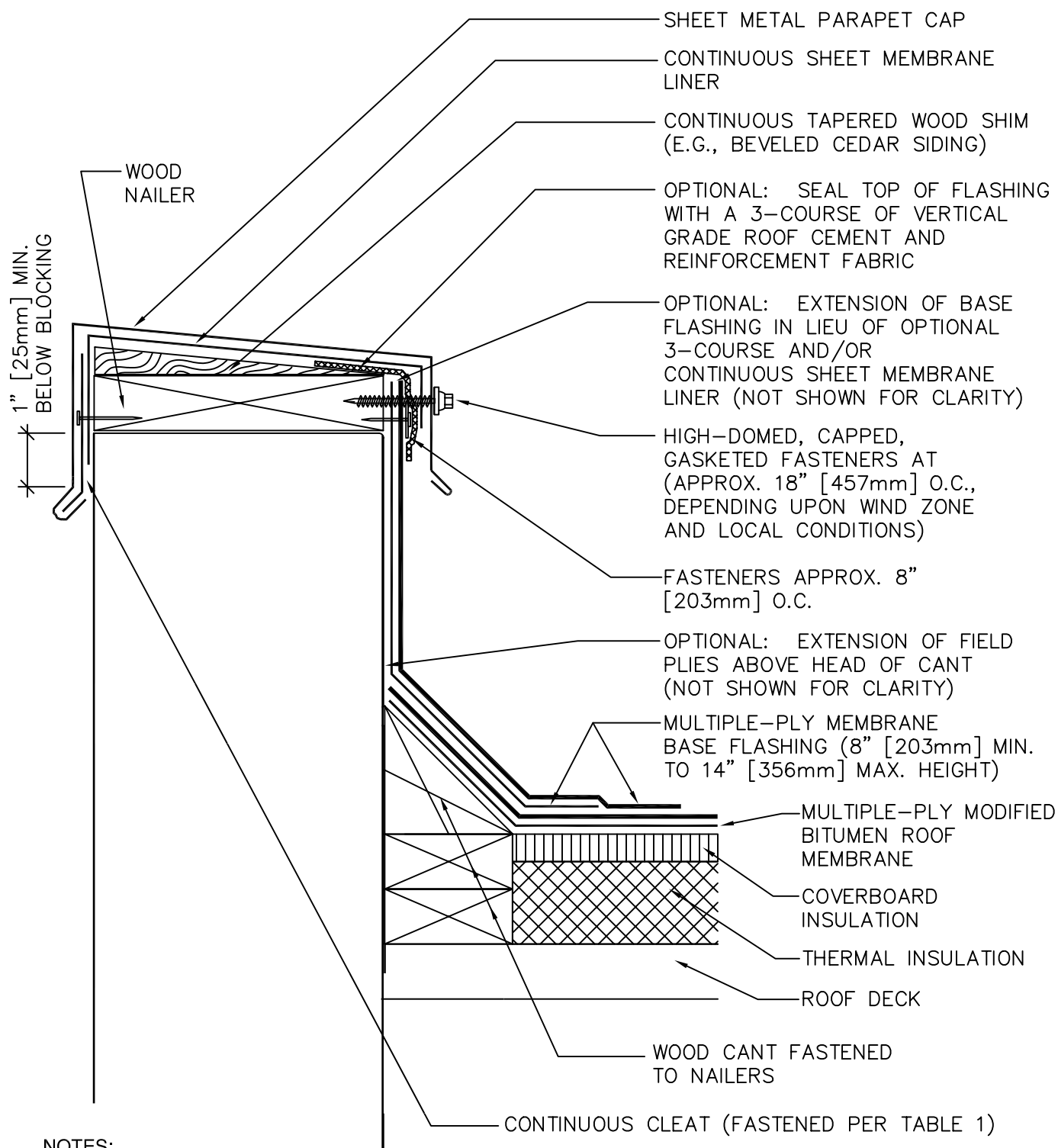
NOTES:

1. THIS DETAIL SHOULD BE USED ONLY WHERE THE DECK IS SUPPORTED BY THE WALL.
2. THE JOINTS IN THE SHEET METAL COUNTERFLASHING SHOULD NOT BE SOLDERED.
3. OPTION: IF WOOD NAILERS ARE NOT USED, A FIBER CANT STRIP SET IN BITUMEN OR ADHESIVE MAY BE USED.
4. SEE TABLE 2 FOR ALTERNATE SHEET METAL COUNTERFLASHING TERMINATIONS.

MEMBRANE ROOFING DETAILS

BASE FLASHING FOR WALL-SUPPORTED DECK

MB-5S



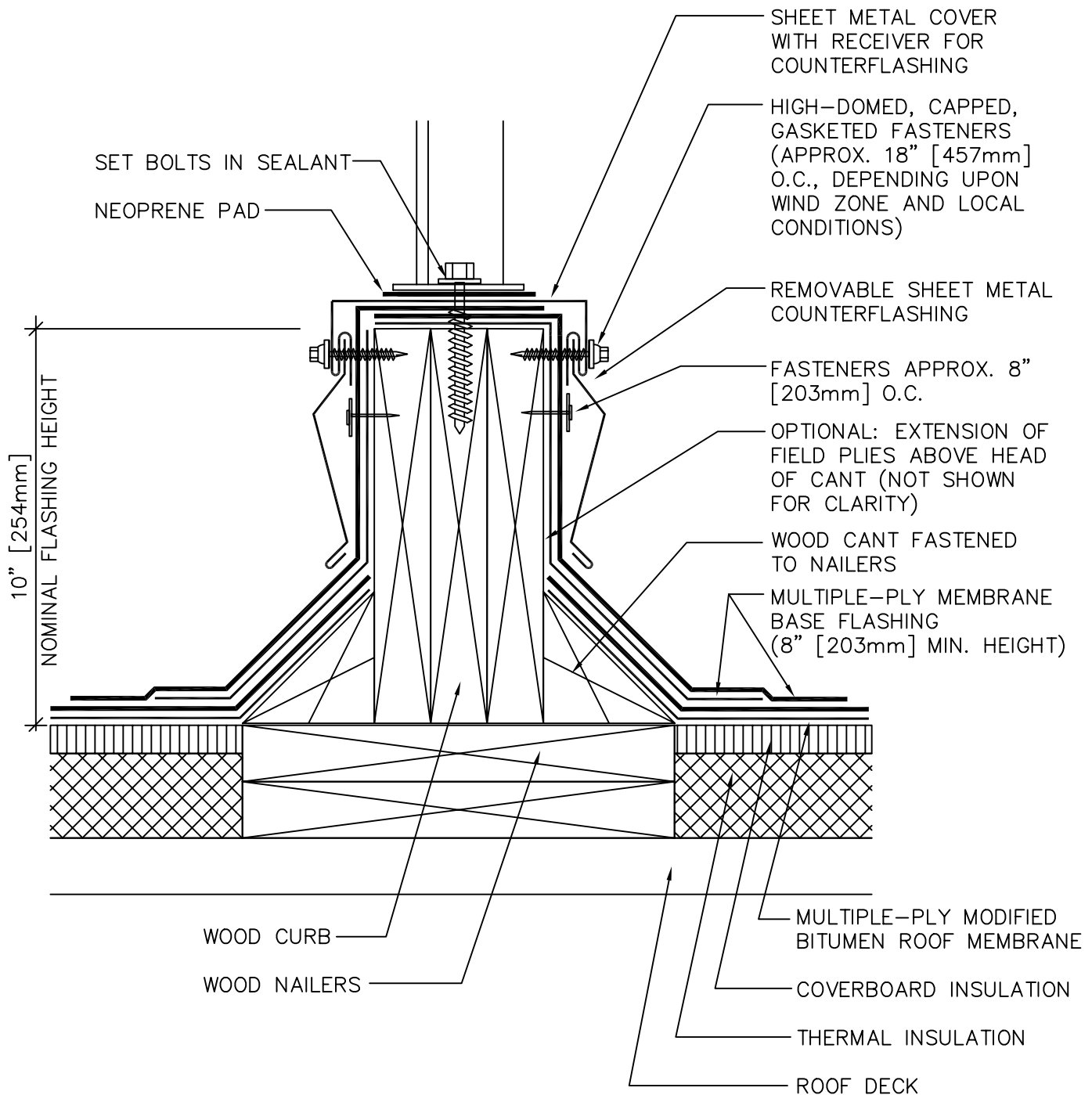
NOTES:

1. THIS DETAIL SHOULD BE USED ONLY WHEN THE ROOF DECK IS SUPPORTED BY THE WALL. DETAIL MB-4 SHOULD BE USED FOR NON-WALL SUPPORTED DECK.
2. ATTACH NAILER TO DECK WITH SUITABLE FASTENERS.
3. OPTION: IF WOOD NAILERS ARE NOT USED, A FIBER CANT STRIP SET IN BITUMEN OR ADHESIVE MAY BE USED.
4. REFER TO BUR/MB TABLE 1 FOR METAL THICKNESS AND CLEAT REQUIREMENT.
5. SEE TABLE 3 FOR ALTERNATE SHEET METAL PARAPET CAP SECUREMENT AND LOCKS AND SEAMS FOR JOINTS IN SHEET METAL.

MEMBRANE ROOFING DETAILS

METAL PARAPET CAP (COPING)
AND BASE FLASHING

MB-8S



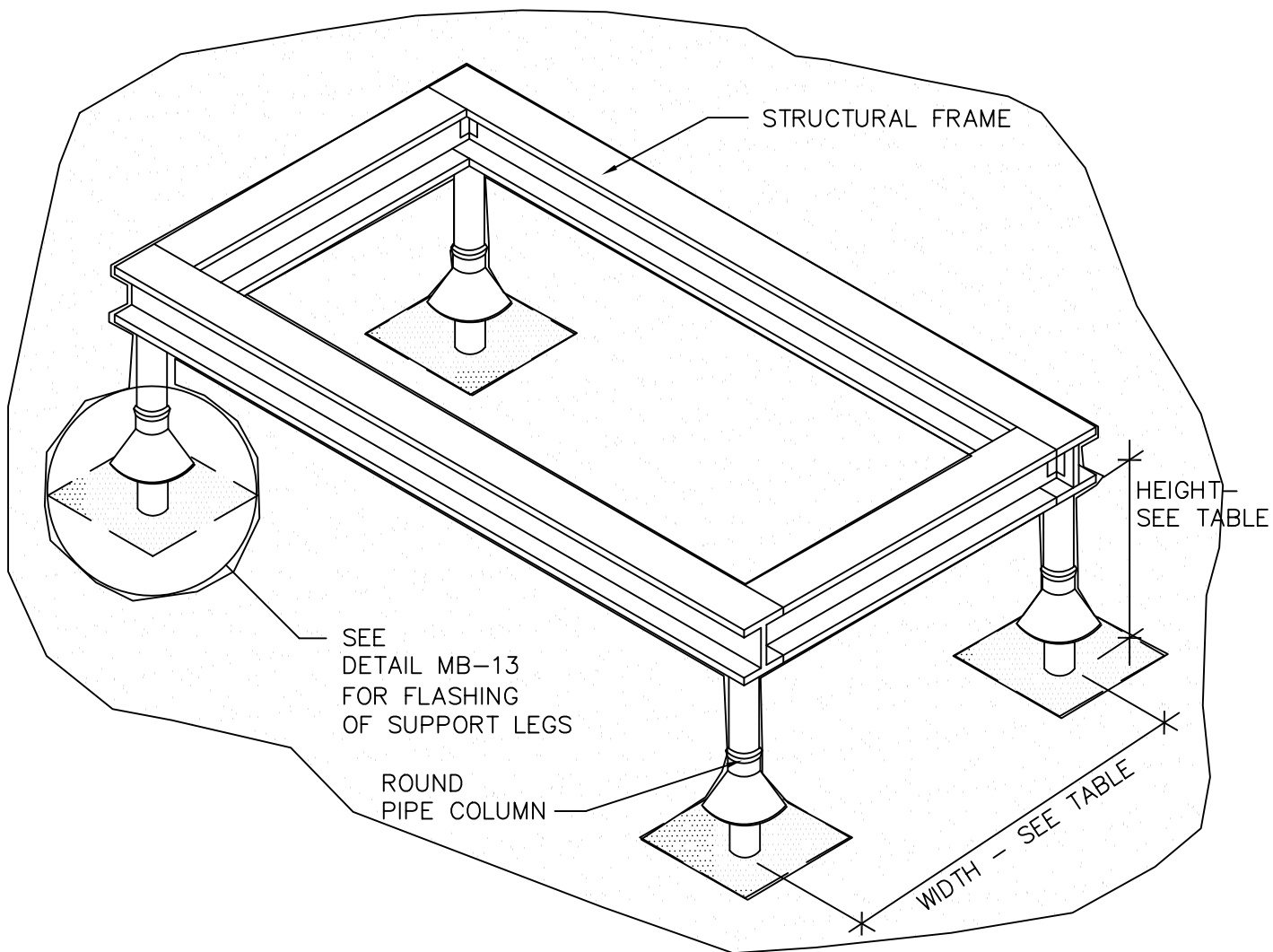
NOTES:

1. THIS DETAIL ALLOWS FOR ROOF MAINTENANCE AROUND THE SUPPORTED EQUIPMENT. THE CONTINUOUS SUPPORT IS PREFERRED IN LIGHT-WEIGHT STRUCTURAL SYSTEMS BECAUSE THE EQUIPMENT WEIGHT CAN BE SPREAD ACROSS TWO OR MORE SUPPORTING MEMBERS. WHERE HEAVY STRUCTURAL SYSTEMS ARE USED OR WHERE THE LOAD CAN BE CONCENTRATED OVER A COLUMN, DETAIL MB-12 MAY BE PREFERRED. A MINIMUM OF 2 FEET [610mm] OF HORIZONTAL CLEARANCE MUST BE PROVIDED FOR REMOVAL AND REPLACEMENT OF ROOFING AND FLASHING BETWEEN PARALLEL SUPPORTS. A MINIMUM OF 3 FEET [914mm] OF VERTICAL CLEARANCE FROM ROOF SURFACE TO BOTTOM OF SUPPORTED EQUIPMENT SHOULD ALSO BE PROVIDED.
2. ATTACH NAILER TO DECK WITH SUITABLE FASTENERS.

MEMBRANE ROOFING DETAILS

EQUIPMENT SUPPORT CURB

MB-11S



WIDTH OF EQUIPMENT	HEIGHT OF LEGS
UP TO 24" [UP TO 610mm]	24" [610mm]
25" TO 48" [635mm TO 1.2m]	36" [914mm]
48" AND WIDER [1.2m AND WIDER]	48" [1.2m]

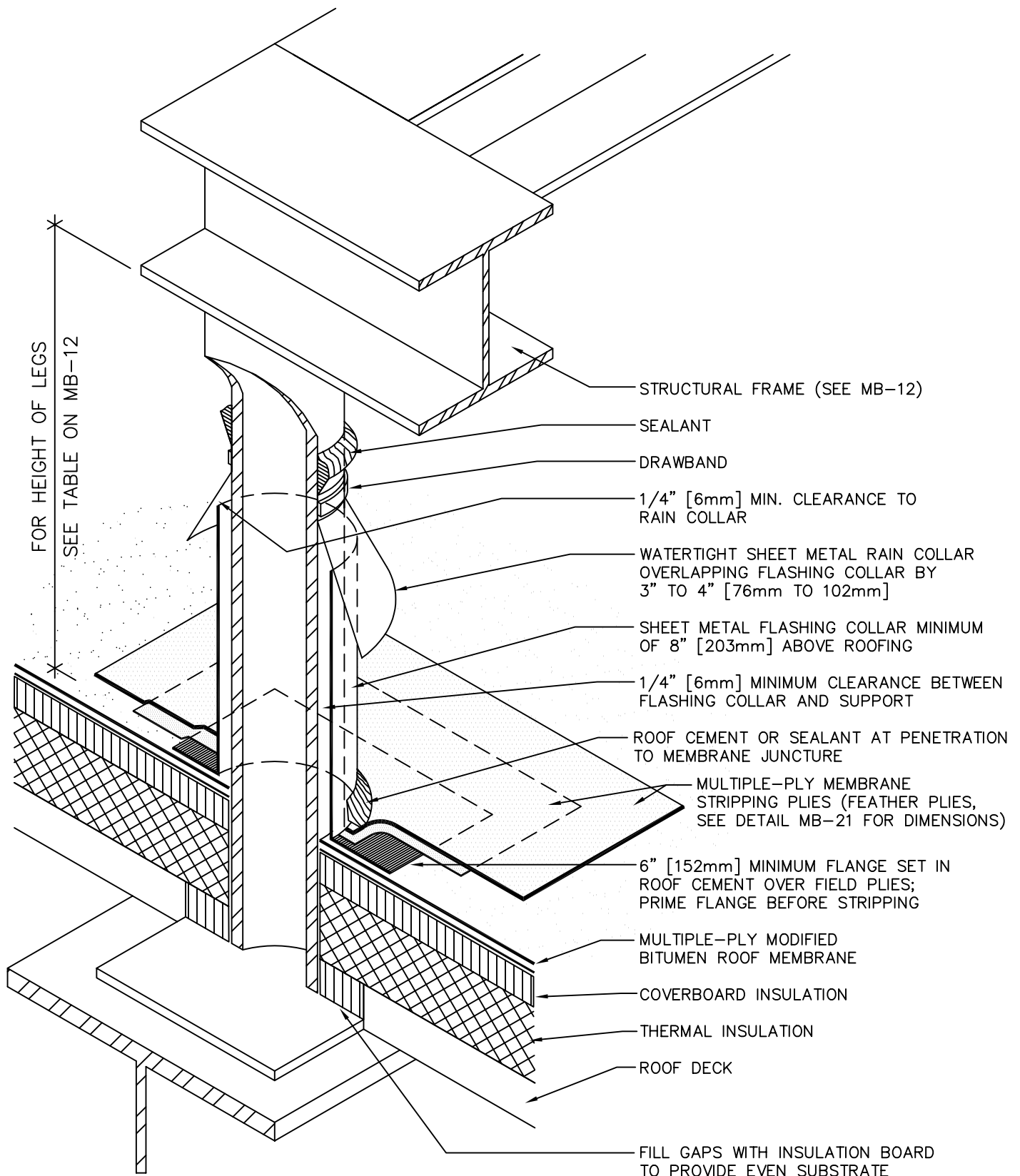
NOTES:

1. THIS DETAIL MAY BE PREFERABLE TO DETAIL MB-11 WHEN THE CONCENTRATED LOADS CAN BE LOCATED DIRECTLY OVER COLUMNS OR HEAVY GIRDERS IN THE STRUCTURE OF THE BUILDING. THIS DETAIL CAN BE ADAPTED FOR OTHER USES, SUCH AS SIGN SUPPORTS.

MEMBRANE ROOFING DETAILS

EQUIPMENT SUPPORT STAND

MB-12



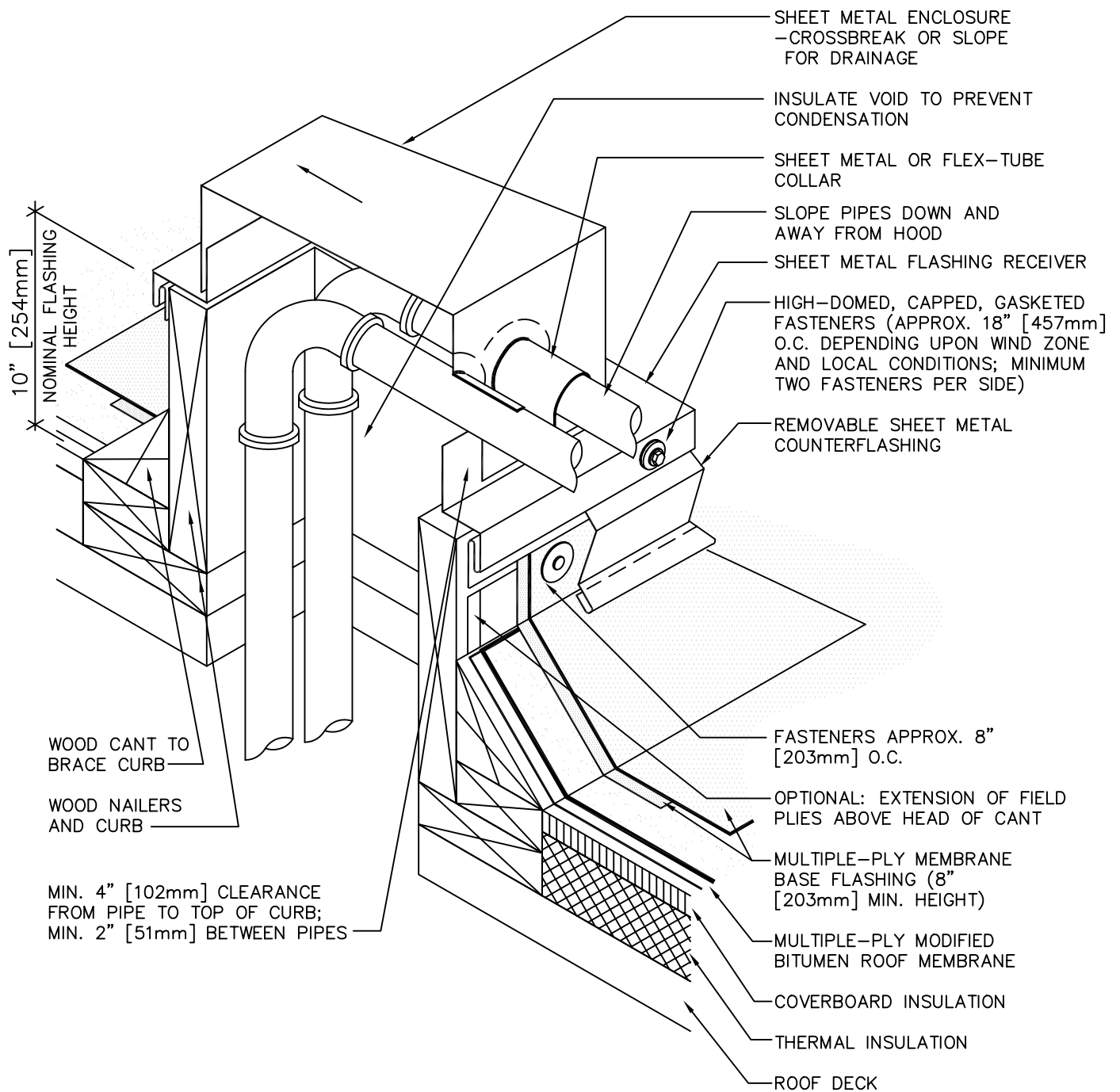
NOTES:

1. NRCA SUGGESTS THAT THE TOP STRIPPING PLY BE A HEAVY-WEIGHT REINFORCED POLYMER MODIFIED BITUMEN SHEET.

MEMBRANE ROOFING DETAILS

EQUIPMENT SUPPORT STAND AND
TYPICAL RAIN COLLAR PENETRATION DETAIL

MB-13



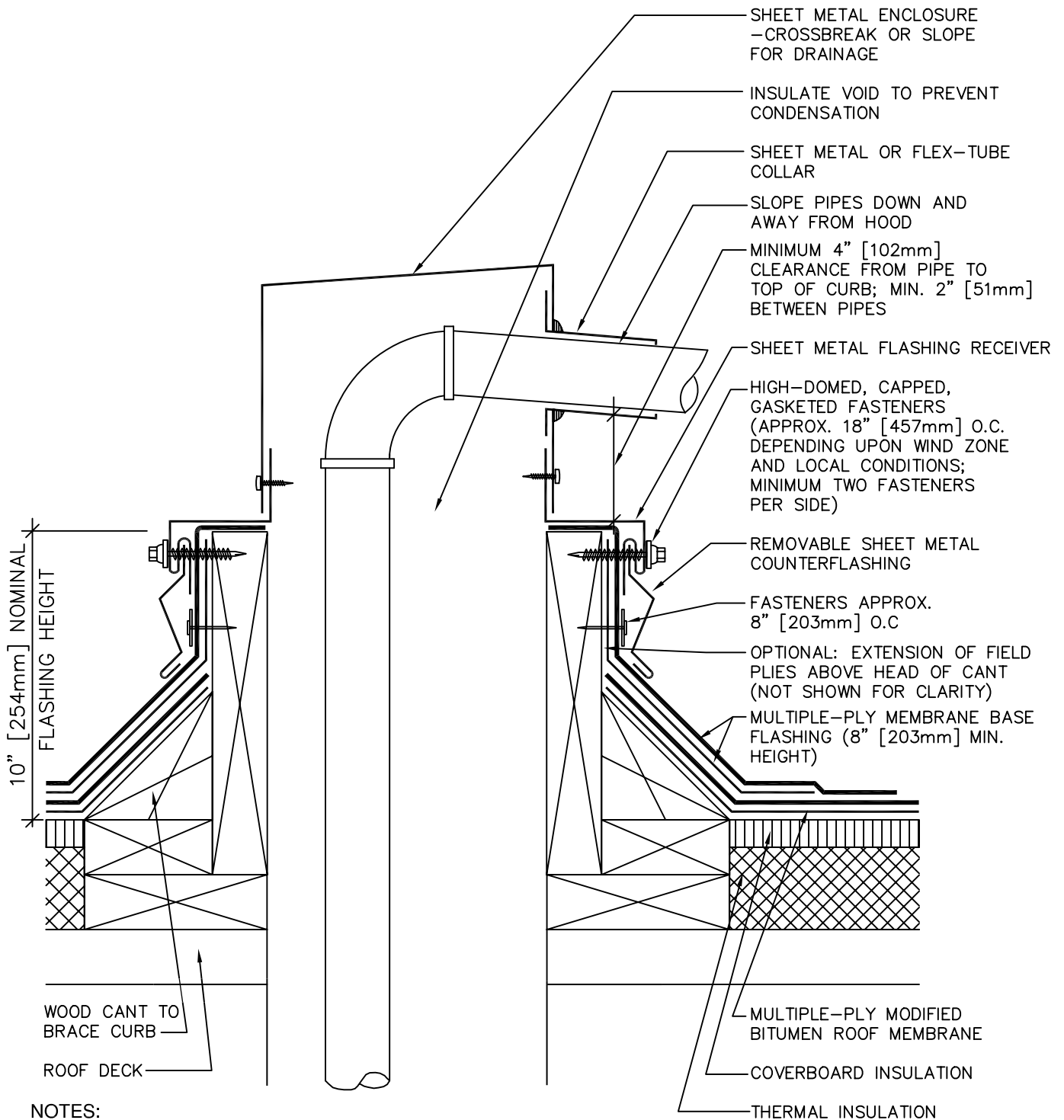
NOTES:

1. THIS DETAIL ILLUSTRATES ANOTHER METHOD OF ELIMINATING PITCH POCKETS AND AN OPTIONAL METHOD OF GROUPING PIPING THAT MUST COME UP ABOVE THE ROOF SURFACE.
2. MANY MANUFACTURERS OFFER PREFABRICATED BOOTS AND OTHER MATERIALS FOR THIS PURPOSE. SPECIFICS ON THESE PROPRIETARY DESIGNS VARY GREATLY, AND INDIVIDUAL MANUFACTURERS' SPECIFICATIONS SHOULD BE CONSULTED FOR THEIR USE.
3. ATTACH NAILER TO DECK WITH SUITABLE FASTENERS.

MEMBRANE ROOFING DETAILS

SHEET METAL ENCLOSURE FOR PIPING
THROUGH ROOF DECK

MB-19



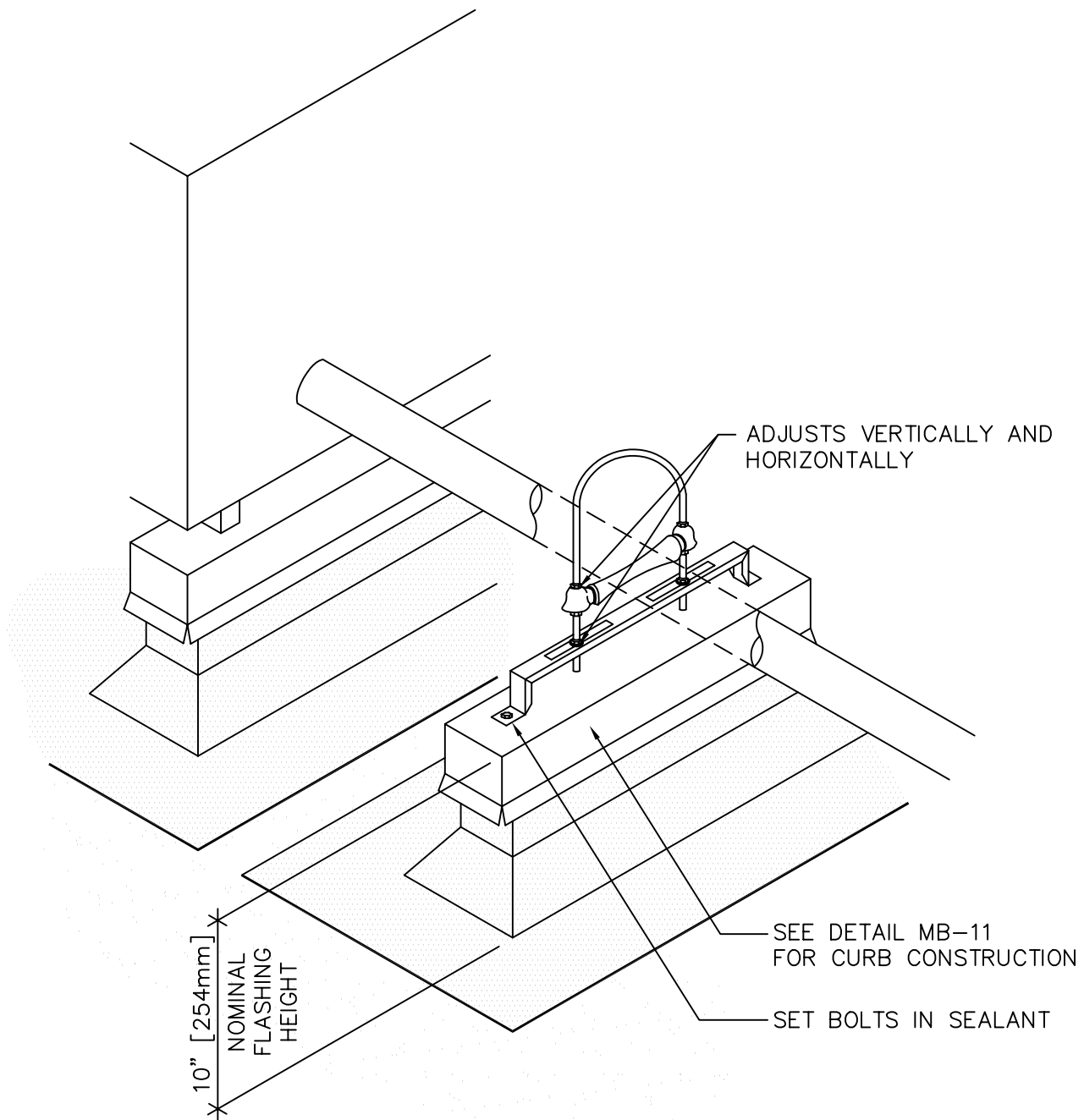
NOTES:

1. THIS DETAIL ILLUSTRATES ANOTHER METHOD OF ELIMINATING PITCH POCKETS AND AN OPTIONAL METHOD OF GROUPING PIPING THAT MUST PENETRATE THE ROOF.
2. MANY MANUFACTURERS OFFER PREFABRICATED BOOTS AND OTHER MATERIALS FOR THIS PURPOSE. SPECIFICS ON THESE PROPRIETARY DESIGNS VARY GREATLY, AND INDIVIDUAL MANUFACTURERS' SPECIFICATIONS SHOULD BE CONSULTED FOR THEIR USE.
3. ATTACH NAILER TO DECK WITH SUITABLE FASTENERS.

MEMBRANE ROOFING DETAILS

SHEET METAL ENCLOSURE FOR PIPING
THROUGH ROOF DECK

MB-19S



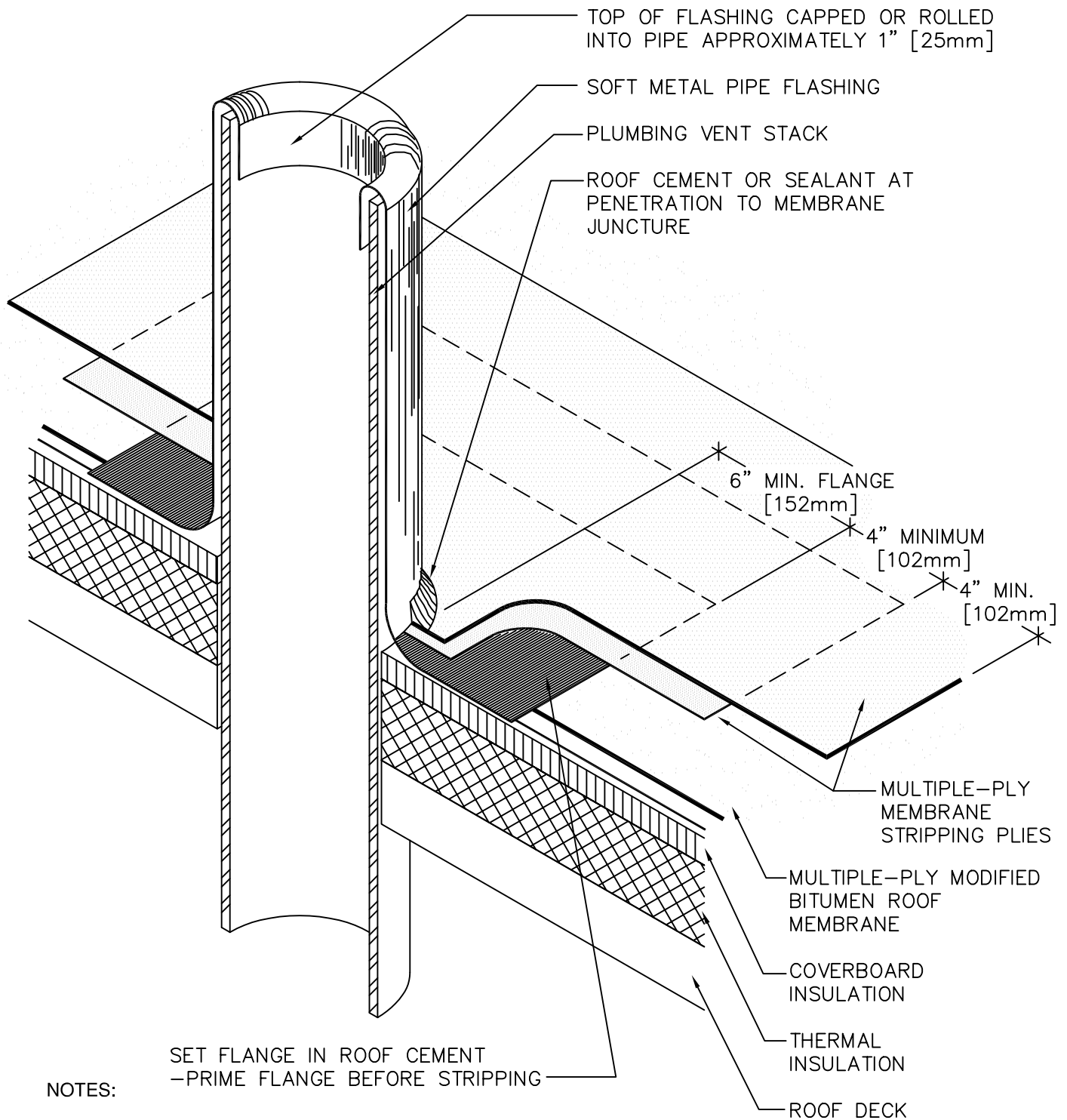
NOTES:

1. NRCA SUGGESTS PIPES AND CONDUITS NOT BE PLACED ON ROOFS. HOWEVER, WHERE THEY ARE NECESSARY, A PIPE ROLLER SUPPORT IS RECOMMENDED.
2. THIS DETAIL IS DESIGNED TO ELIMINATE ROOF DAMAGE DUE TO EXPANSION AND CONTRACTION OF PIPES.

MEMBRANE ROOFING DETAILS

PIPE ROLLER SUPPORT

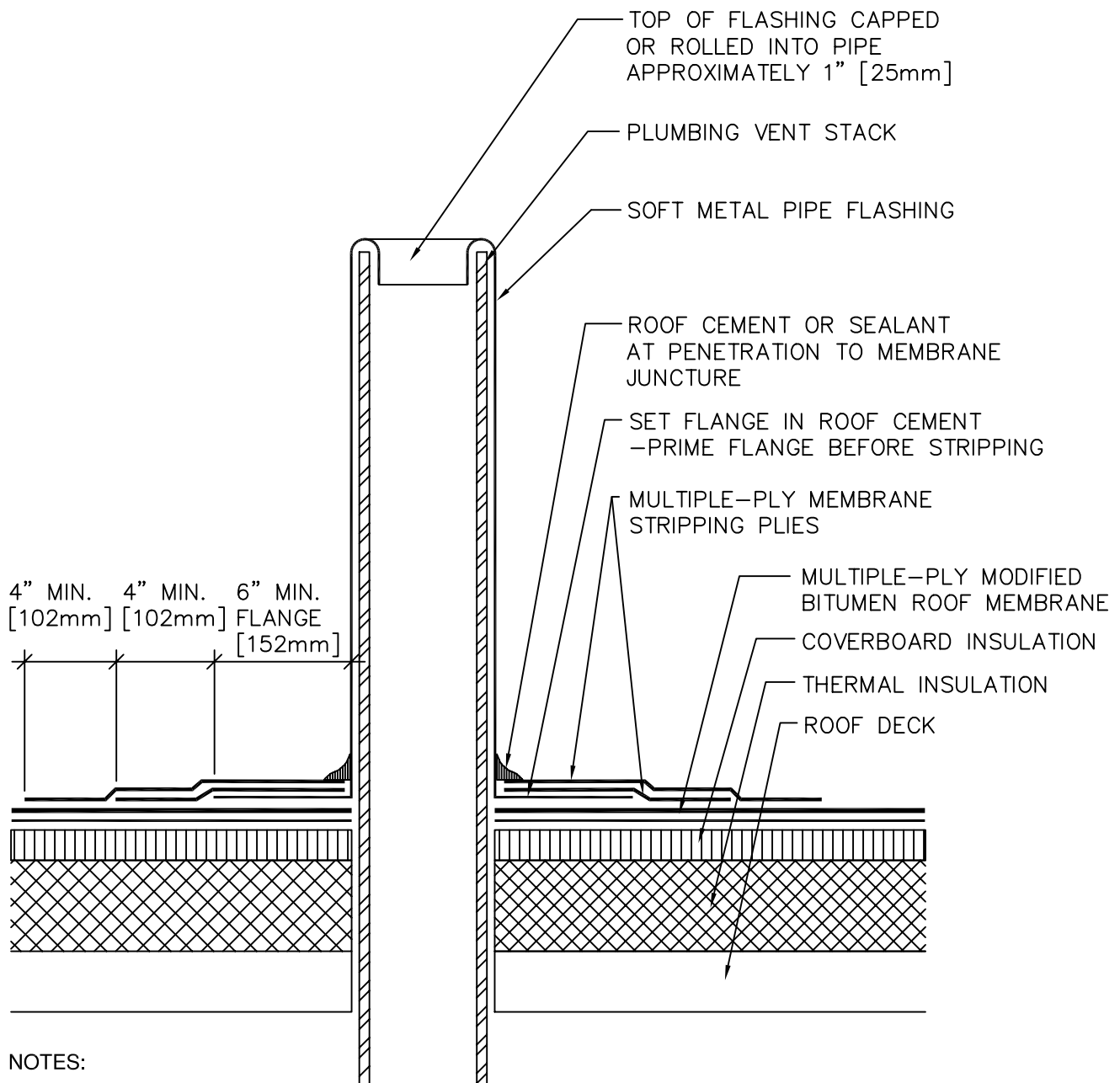
MB-20



NOTES:

1. SOFT METAL PIPE FLASHING:
 - SHEET LEAD: MINIMUM OF 2 1/2 LB. PER SQUARE FOOT [12 kg/m²] OR
 - SHEET COPPER: MINIMUM 16 OZ. [5 kg/m²].
2. IF USING COPPER FLASHING OVER AN IRON OR STEEL PIPE, INSERT A SEPARATOR SHEET (E.G., ASPHALT-SATURATED ROOFING FELT), WRAPPED AROUND PIPE, TO SEPARATE THE COPPER FLASHING FROM DIRECT CONTACT WITH PIPE, TO REDUCE GALVANIC ACTION.
3. VENT STACKS AND OTHER PIPES SHOULD HAVE A MINIMUM OF 12 INCHES [305mm] OF CLEARANCE ON ALL SIDES FROM WALLS, CURBS, AND OTHER PROJECTIONS TO FACILITATE PROPER FLASHING. (SEE TABLE 4.)
4. NRCA SUGGESTS THAT THE TOP STRIPPING PLY BE A HEAVY-WEIGHT POLYMER MODIFIED BITUMEN SHEET.

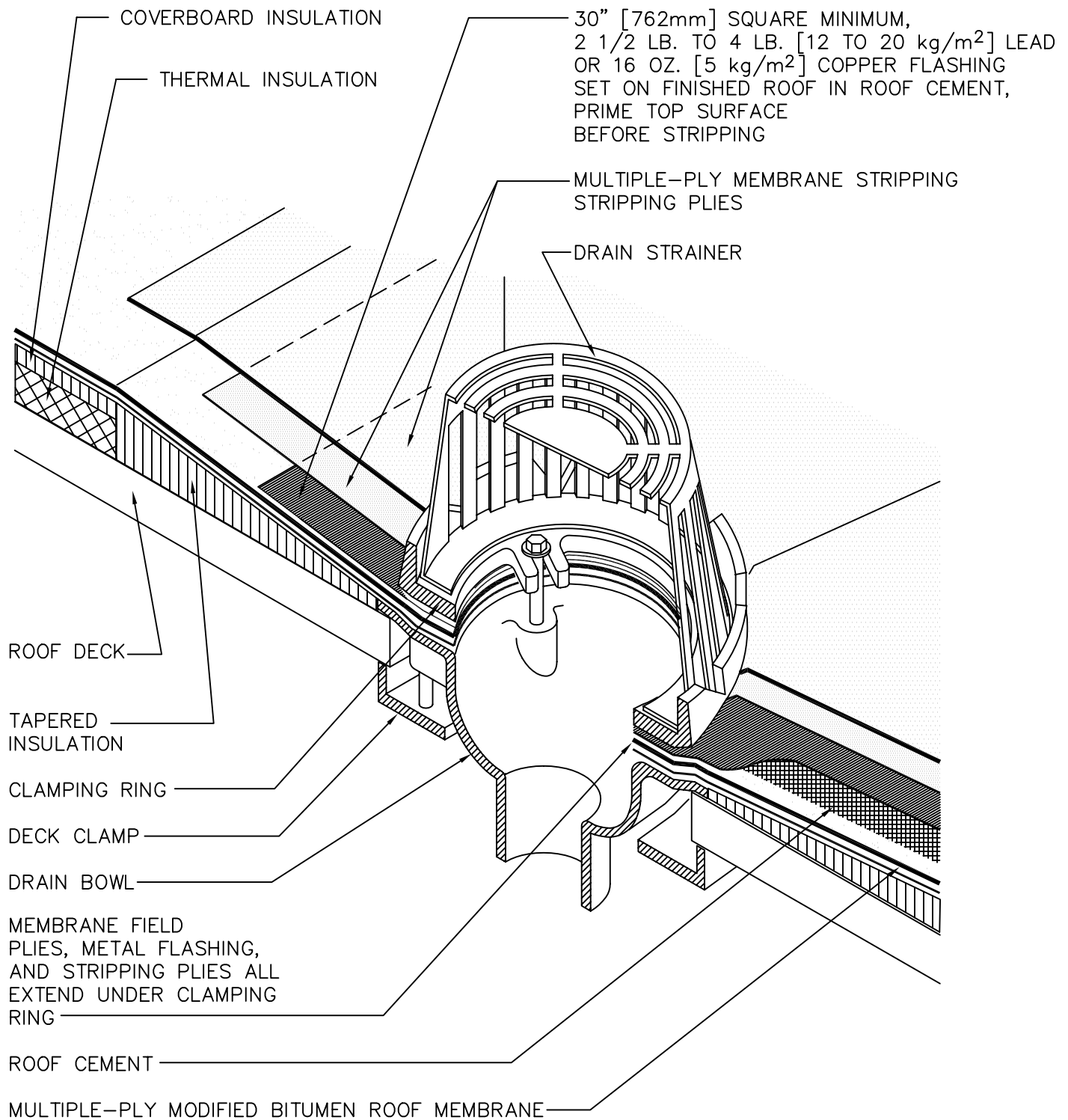
MEMBRANE ROOFING DETAILS



NOTES:

1. SOFT METAL PIPE FLASHING:
 - SHEET LEAD: MINIMUM OF 2 1/2 LB. PER SQUARE FOOT [12 kg/m²] OR
 - SHEET COPPER: MINIMUM 16 OZ. [5 kg/m²].
2. IF USING COPPER FLASHING OVER AN IRON OR STEEL PIPE, INSERT A SEPARATOR SHEET (E.G., ASPHALT SATURATED ROOFING FELT), WRAPPED AROUND PIPE, TO SEPARATE THE COPPER FLASHING FROM DIRECT CONTACT WITH PIPE, TO REDUCE GALVANIC ACTION.
3. VENT STACKS AND OTHER PIPES SHOULD HAVE A MINIMUM OF 12 INCHES [305mm] OF CLEARANCE ON ALL SIDES FROM WALLS, CURBS, AND OTHER PROJECTIONS TO FACILITATE PROPER FLASHING. (SEE TABLE 4.)
4. NRCA SUGGESTS THAT THE TOP STRIPPING PLIES BE A HEAVY-WEIGHT POLYMER BITUMEN SHEET.

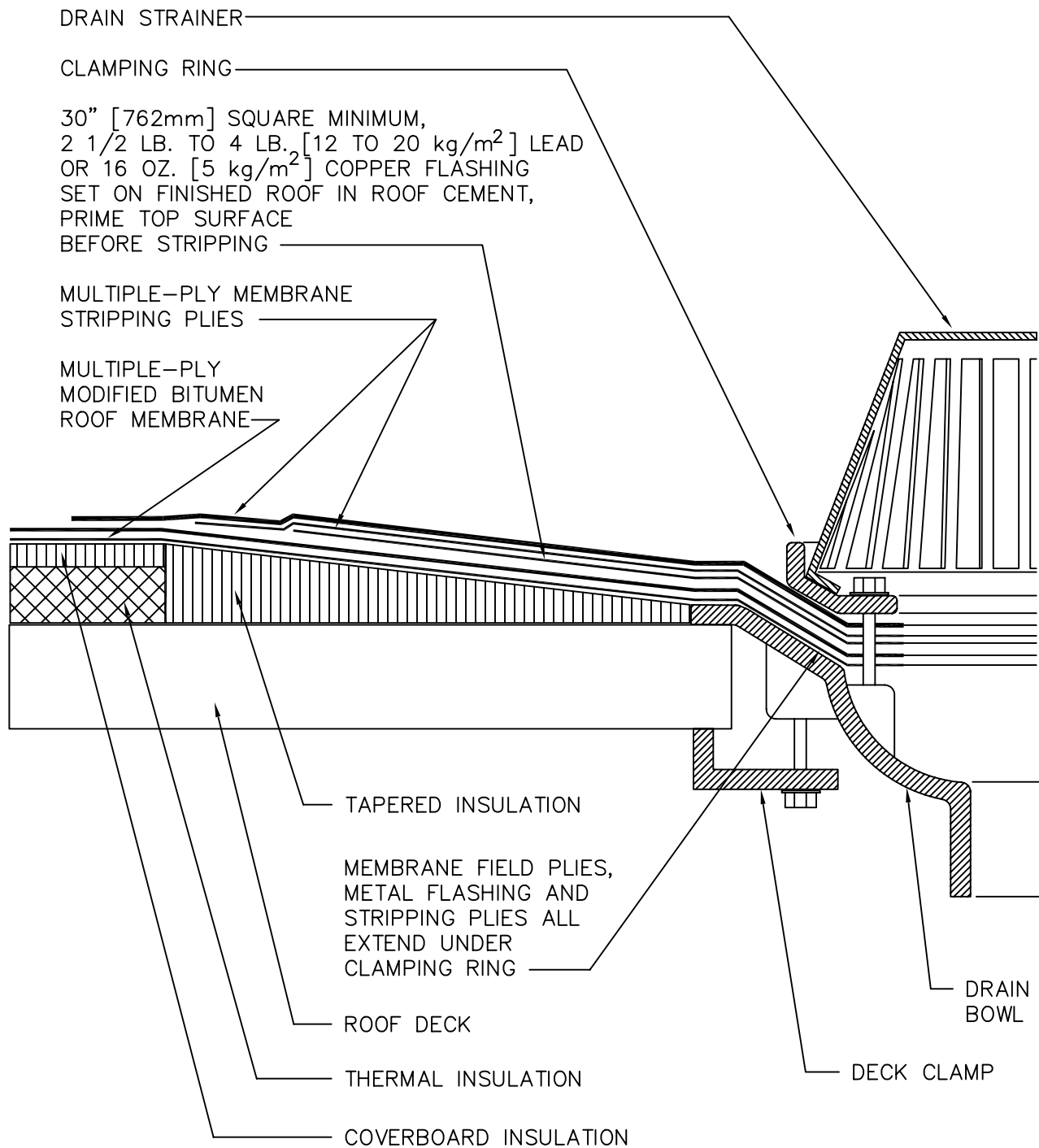
MEMBRANE ROOFING DETAILS



NOTES:

1. THE USE OF A METAL DECK SUMP PAN IS NOT RECOMMENDED. HOWEVER, DRAIN RECEIVER/BEARING PLATES ARE APPLICABLE WITH SOME PROJECTS.
2. DO NOT APPLY COAL TAR OR DEAD LEVEL ASPHALT INTO DRAIN SUMP.

MEMBRANE ROOFING DETAILS



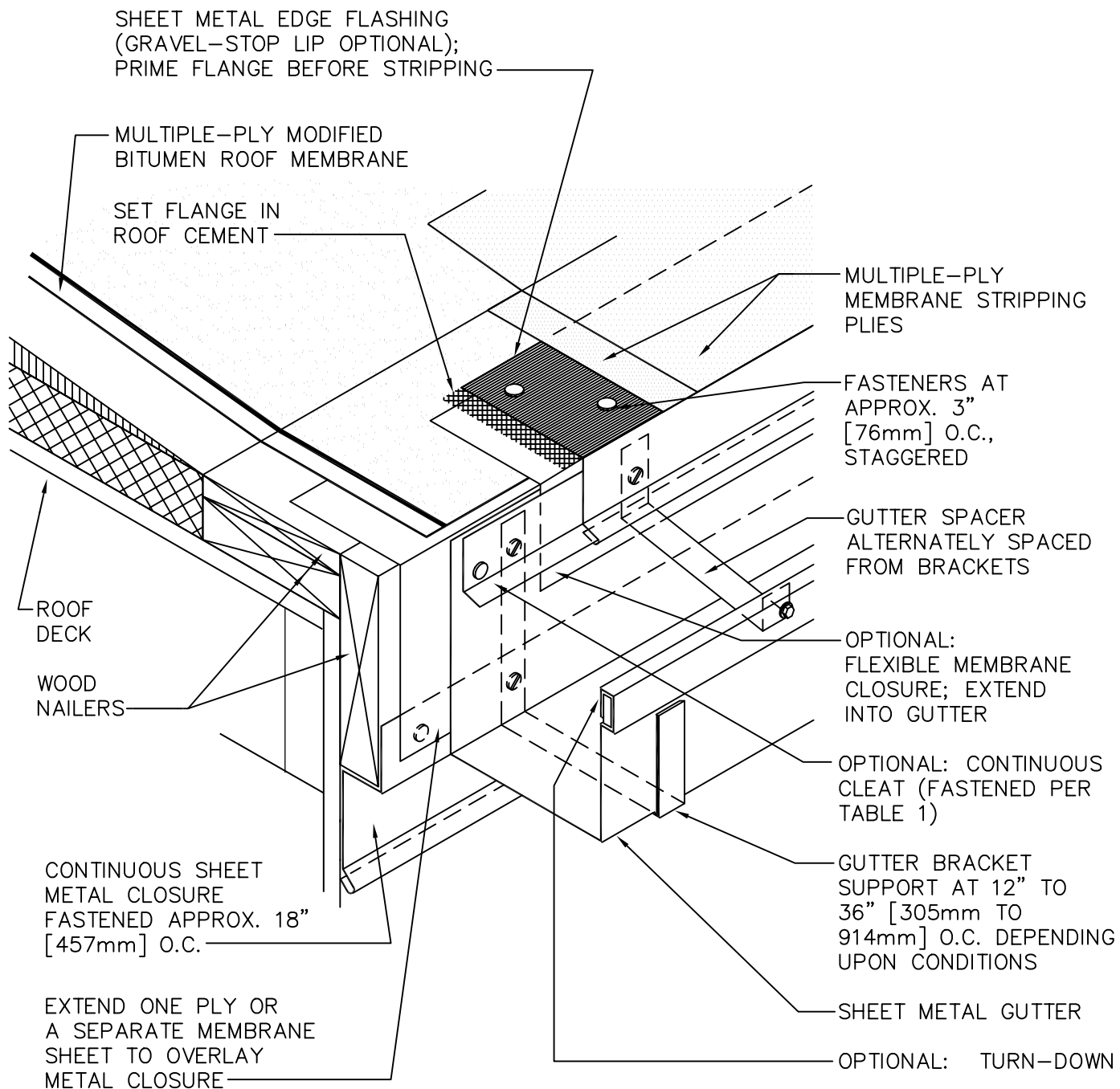
NOTES:

1. THE USE OF A METAL DECK SUMP PAN IS NOT RECOMMENDED. HOWEVER, DRAIN RECEIVER/BEARING PLATES ARE APPLICABLE WITH SOME PROJECTS.
2. DO NOT APPLY COAL TAR OR DEAD LEVEL ASPHALT INTO DRAIN SUMP.

MEMBRANE ROOFING DETAILS

ROOF DRAIN

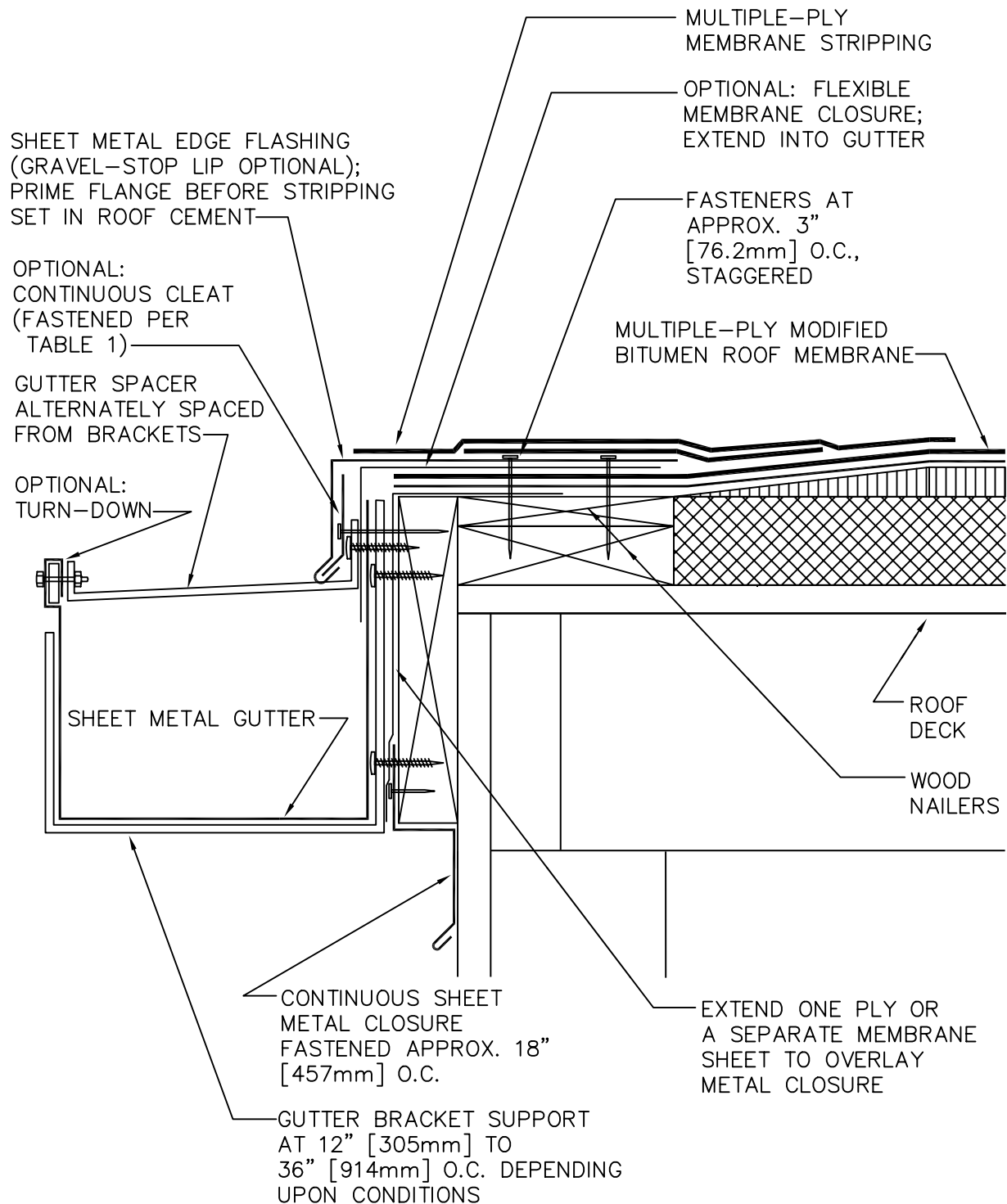
MB-23S



NOTES:

1. IN CLIMATES WHERE THE WINTER TEMPERATURE REMAINS BELOW FREEZING FOR EXTENDED PERIODS OF TIME, NRCA SUGGESTS USING BUR-1 AND INTERIOR DRAINS OR THROUGH-CURB SCUPPERS TO DRAIN THE ROOF.
2. GUTTER BRACKETS ARE RECOMMENDED TO BE AT LEAST ONE GAUGE HEAVIER THAN GUTTER STOCK.
3. ATTACH WOOD NAILER TO WALL/DECK WITH SUITABLE FASTENERS.
4. DESIGN GUTTER EXPANSION JOINTS PLACED AT APPROPRIATE INTERVALS COMMENSURATE WITH TYPE OF METAL.

MEMBRANE ROOFING DETAILS



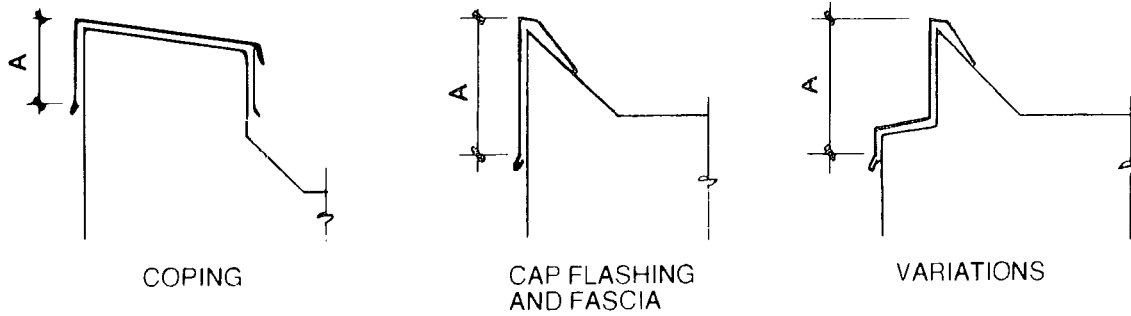
NOTES:

1. IN CLIMATES WHERE THE WINTER TEMPERATURE REMAINS BELOW FREEZING FOR EXTENDED PERIODS OF TIME, NRCA SUGGESTS USING BUR-1 AND INTERIOR DRAINS OR THROUGH-CURB SCUPPERS TO DRAIN THE ROOF.
2. GUTTER BRACKETS ARE RECOMMENDED TO BE AT LEAST ONE GAUGE HEAVIER THAN GUTTER STOCK.
3. ATTACH WOOD NAILER TO WALL/DECK WITH SUITABLE FASTENERS.
4. DESIGN GUTTER EXPANSION JOINTS PLACED AT APPROPRIATE INTERVALS COMMENSURATE WITH TYPE OF METAL.

MEMBRANE ROOFING DETAILS

GAUGE OR THICKNESS GUIDE

FOR METAL FASCIA EXPOSED TO VIEW



RECOMMENDED MINIMUM GAUGES FOR FASCIA SHOWN ABOVE

EXPOSED FACE WITHOUT BRAKES "A" DIMENSION	CLEAT REQUIRED	GALVANIZED IRON	COLD ROLLED COPPER	ALUMINUM 3003-H14
UP TO 4" FACE	NO	26 GA.	16 OZ.	.032" (20 GA.)
4" TO 6" FACE	YES	26 GA.	16 OZ.	.040" (18 GA.)
6" TO 8" FACE	YES	24 GA.	16 OZ.	.050" (16 GA.)
8" TO 10" FACE	YES	22 GA.	20 OZ.	.064" (14 GA.)
10" TO 15" FACE	YES	20 GA.	ADD BRAKES TO STIFFEN	.080" (12 GA.)

NOTE:

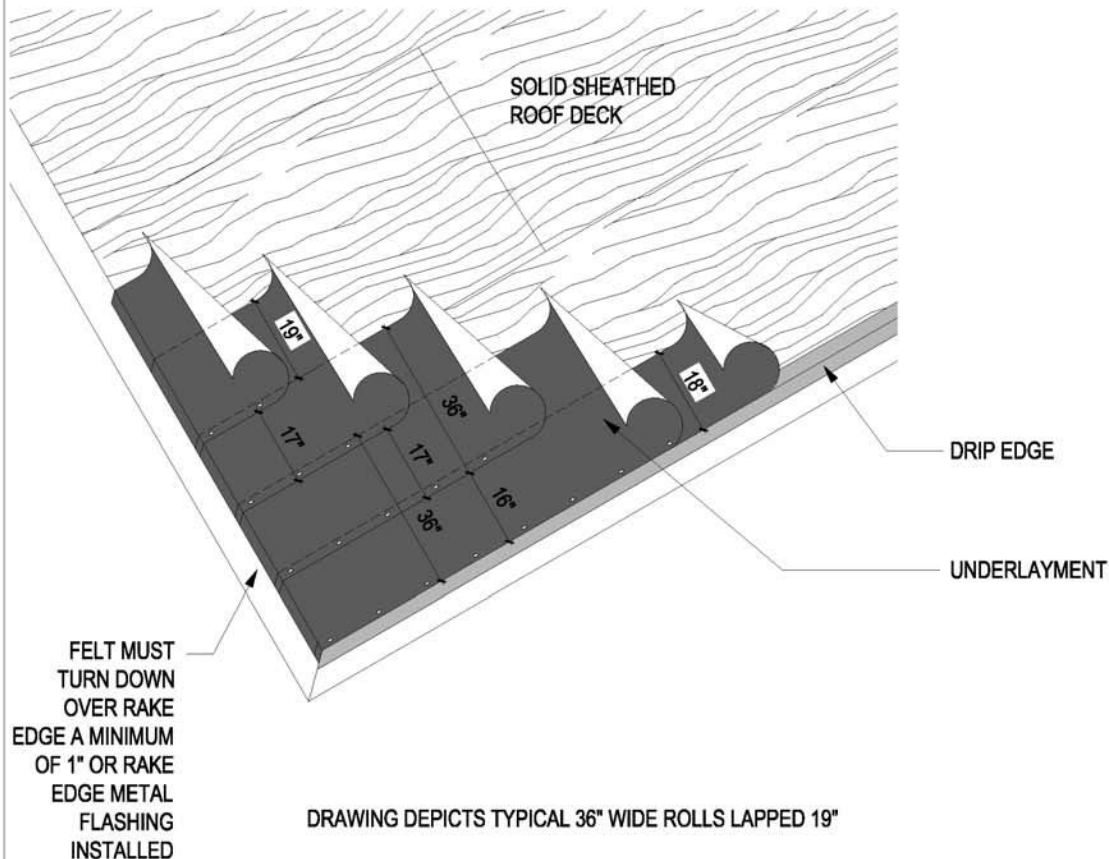
WHEN USING THE ABOVE TABLE, OTHER ITEMS SHOULD BE CONSIDERED, SUCH AS FASTENING PATTERN. FOR INSTANCE, IF THE METAL CAN ONLY BE FASTENED AT 10 FOOT INTERVALS, A HEAVIER GAUGE METAL WOULD BE REQUIRED. ALL CLEATS SHALL BE CONTINUOUS AND OF SAME MATERIAL OF EQUAL OR GREATER THICKNESS THAN THE FASCIA METAL USED.

TILE ROOF DETAIL

DOUBLE LAYER UNDERLAYMENT

(Required for 3:12 < Roof Slope < 4:12, Optional Upgrade 4:12 And Above)

MC-01B



Notes:

1. Ensure that the roof deck is properly fastened, clean and smooth before underlayment and roof tiles are applied.
2. Verify that the roof deck has no significant delamination, warpage, etc. Check for roof deck rot or damage.
3. Make sure repairs are made to the roof deck as necessary to meet local building codes.
4. Apply a half sheet parallel to eave. Fasten underlayment sufficient to hold the felt in place.
5. Completely cover the starter sheet with a full-width sheet.
6. Most problems with water-shedding roof installations occur from water that migrates through improper flashing of the tile, wind-driven rain or ice damming. Because of this possibility, the underlayment is critical to the success of the roof system.
7. Underlayment shall extend a minimum of 4" up vertical wood blocking or wall.
8. Lap succeeding sheets to ensure double layers over entire roof. End laps (vertical laps) shall be a minimum of 6".

Drawing shown depicts the application of all tile profiles. Unless otherwise noted it would apply to either concrete or clay tiles.

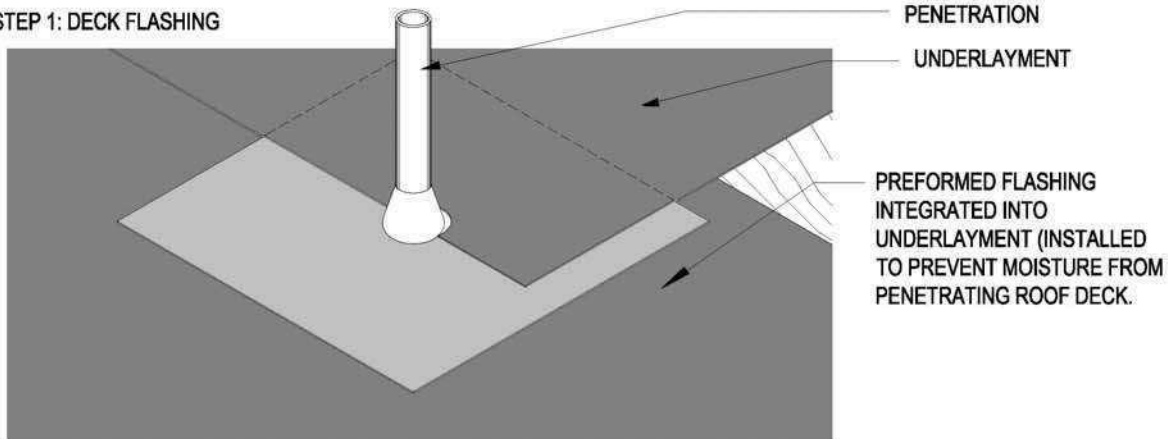
TILE ROOF DETAIL

TILE PENETRATION FLASHING

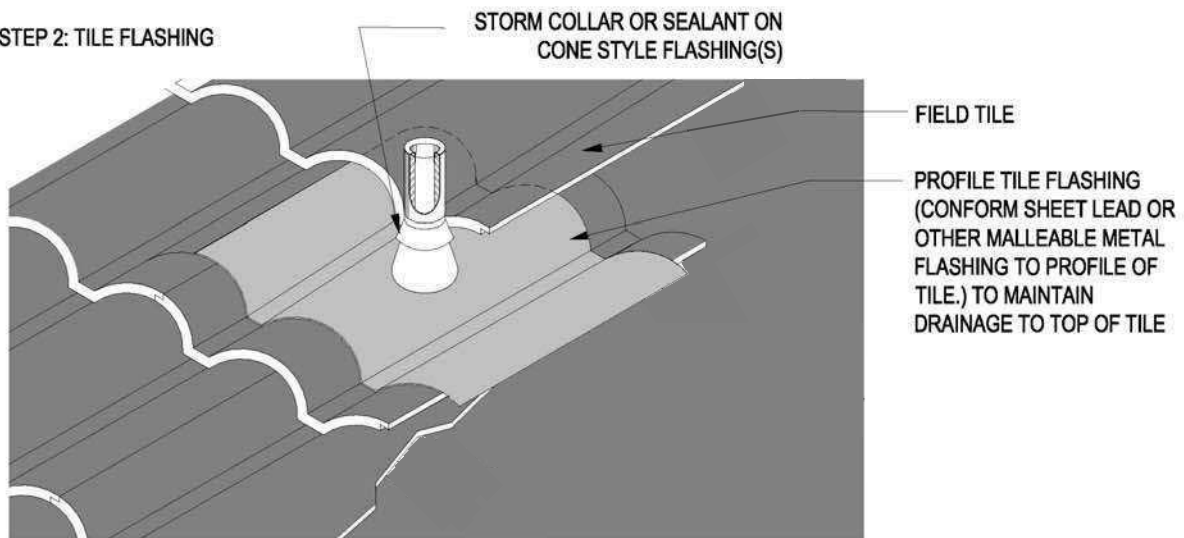
MC-02

(Shows Required Two-Step Deck And Tile Flashing)

STEP 1: DECK FLASHING



STEP 2: TILE FLASHING



ALL PENETRATIONS SHOULD BE LOCATED IN SUCH A MANNER AS TO NOT IMPEDE FLASHINGS AT ROOF TRANSITION.

Notes:

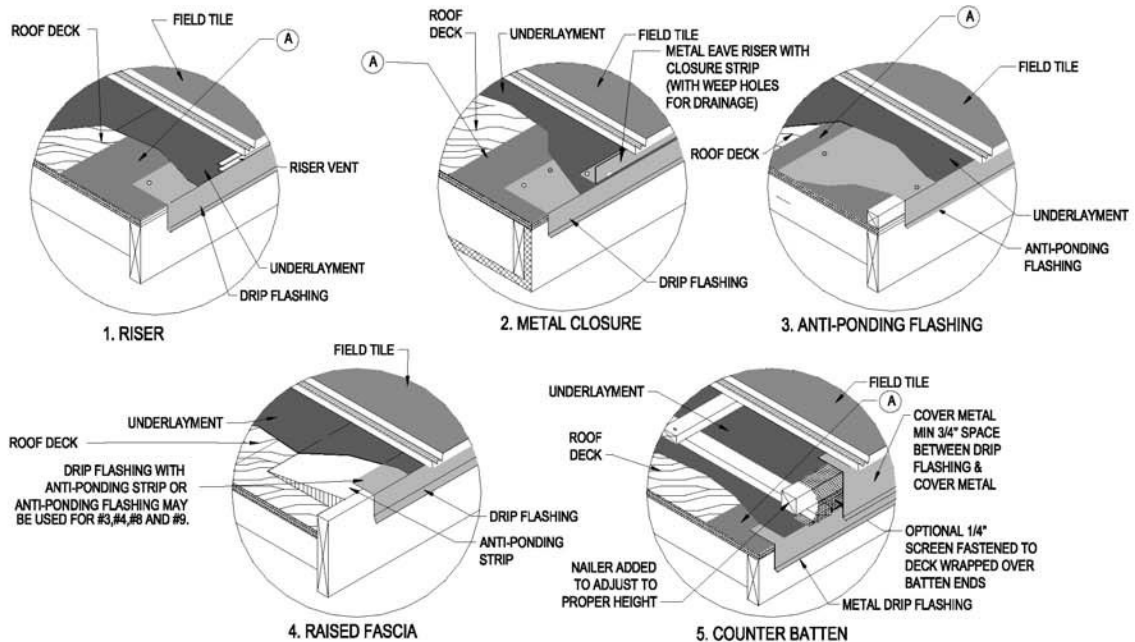
1. For recommended underlayment and fastening requirement, see Table 1A and 1B.
2. All penetrations require a deck flashing and tile flashing.
3. Tile flashings shall extend onto the tile a minimum of 4" on flat tile and a minimum of 1" past the crown of a profiled tile.
4. Dimensions shown are minimums and are intended to be approximate to allow for reasonable tolerances due to field conditions.

Drawing shown depicts the application of all tile profiles. Unless otherwise noted it would apply to either concrete or clay tiles.

TILE ROOF DETAIL

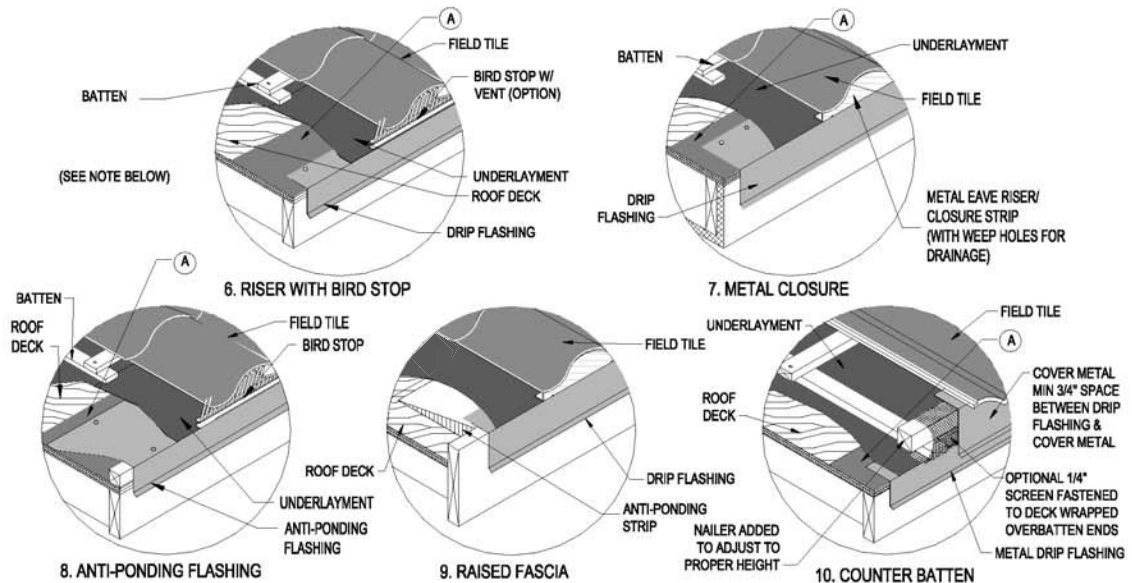
DOWN SLOPE EAVE DETAILS

MC-10



LOW (FLAT) PROFILE TILES

MEDIUM AND HIGH PROFILE TILES



Notes:

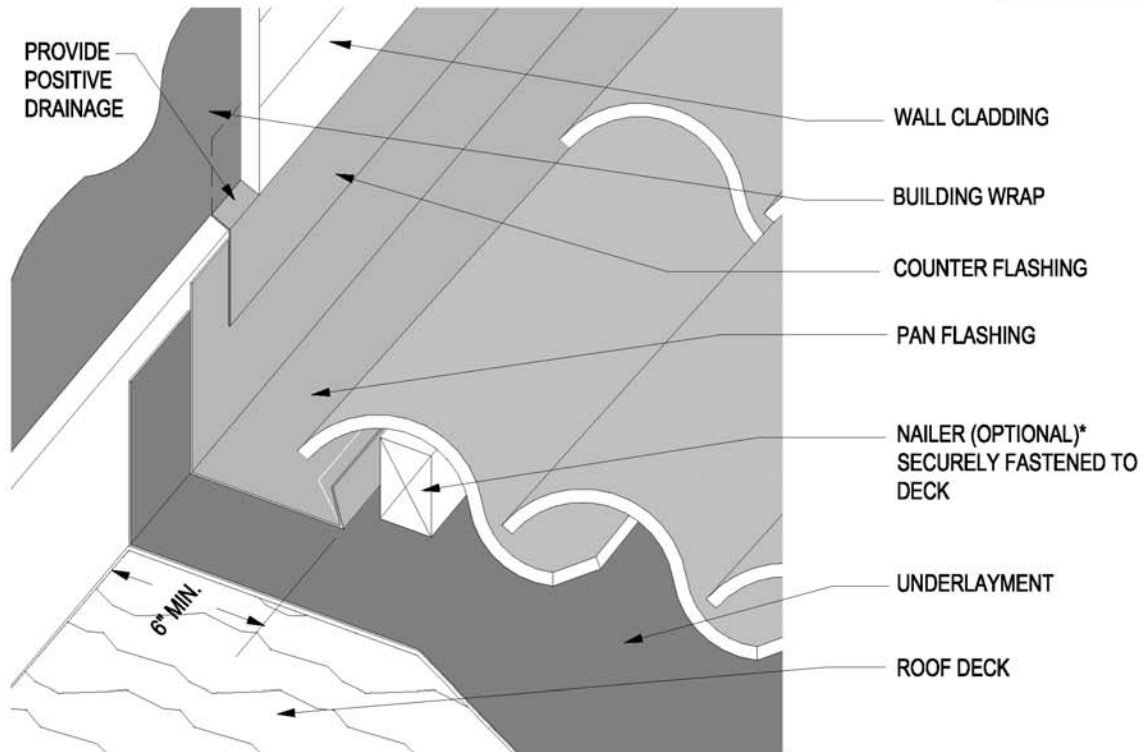
1. Bird stop is required on High profile tile and optional on Low and Medium profile tile unless required by local building official.
2. Bird stop may be either solid or vented.
- A. Optional Separator ply or sheet of No.15 asphalt-saturated felt or other appropriate material.

Drawing shown depicts the application of all tile profiles. Unless otherwise noted it would apply to either concrete or clay tiles.

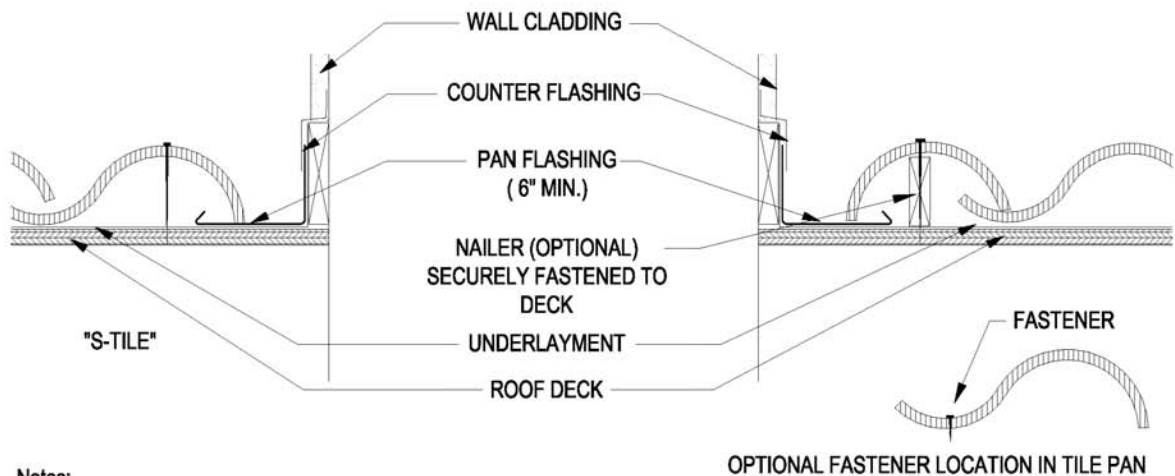
TILE ROOF DETAIL

SIDEWALL DETAILS - CLAY 'S' TILE

MC-13



*Note: Tiles to be installed in such a fashion as to prevent water diversion or blockage. For recommended underlayment and fastening requirement, see Table 1A and 1B.



Notes:

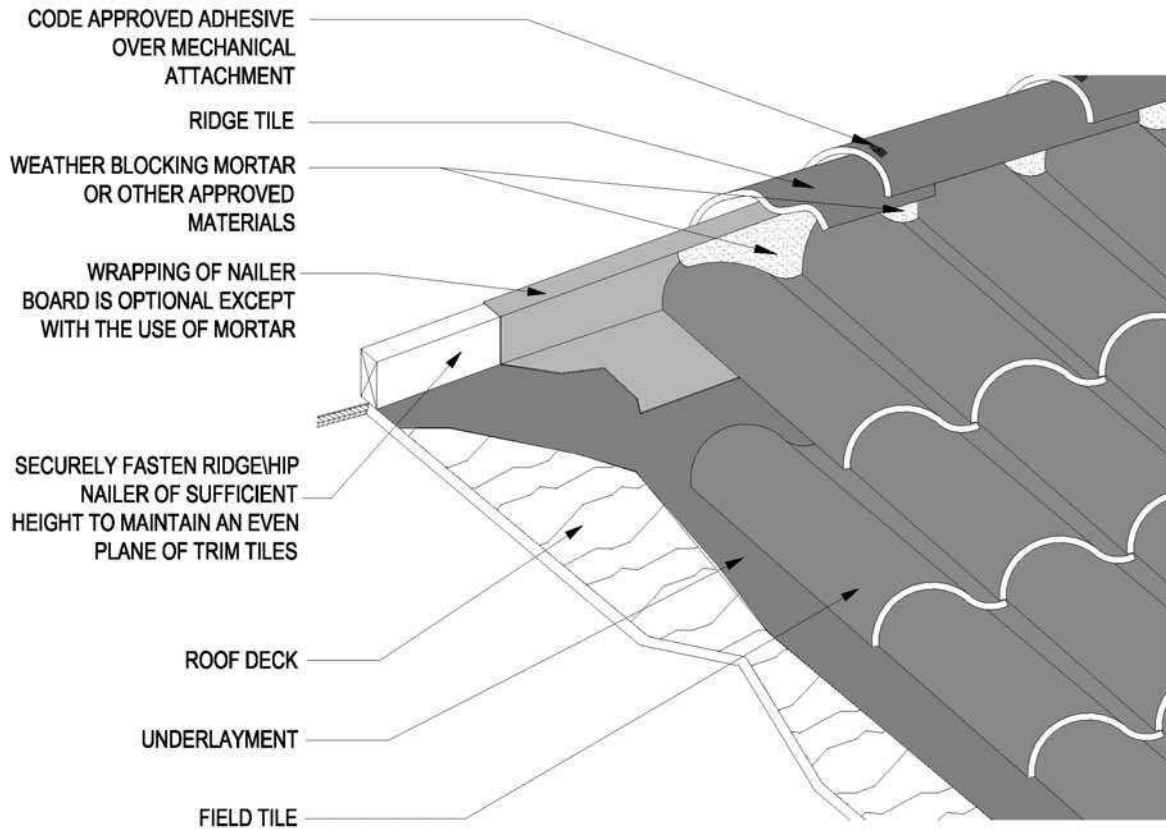
1. Underlayment should extend a minimum of 4" up vertical wood blocking or wall.
2. See MC-12B for additional flashing details.

Drawing shown depicts the application of all tile profiles. Unless otherwise noted it would apply to either concrete or clay tiles.

TILE ROOF DETAIL

HIP AND RIDGE

MC-18A



Openings at hips, ridges and head walls including chimneys, skylights, solar panels, and downslope horizontal abutments shall be fitted with weather blocking material to keep water on the surface of the field tile.

Wrapping of nailer board is optional except with the use of mortar. (All profiles of tile)

Notes:

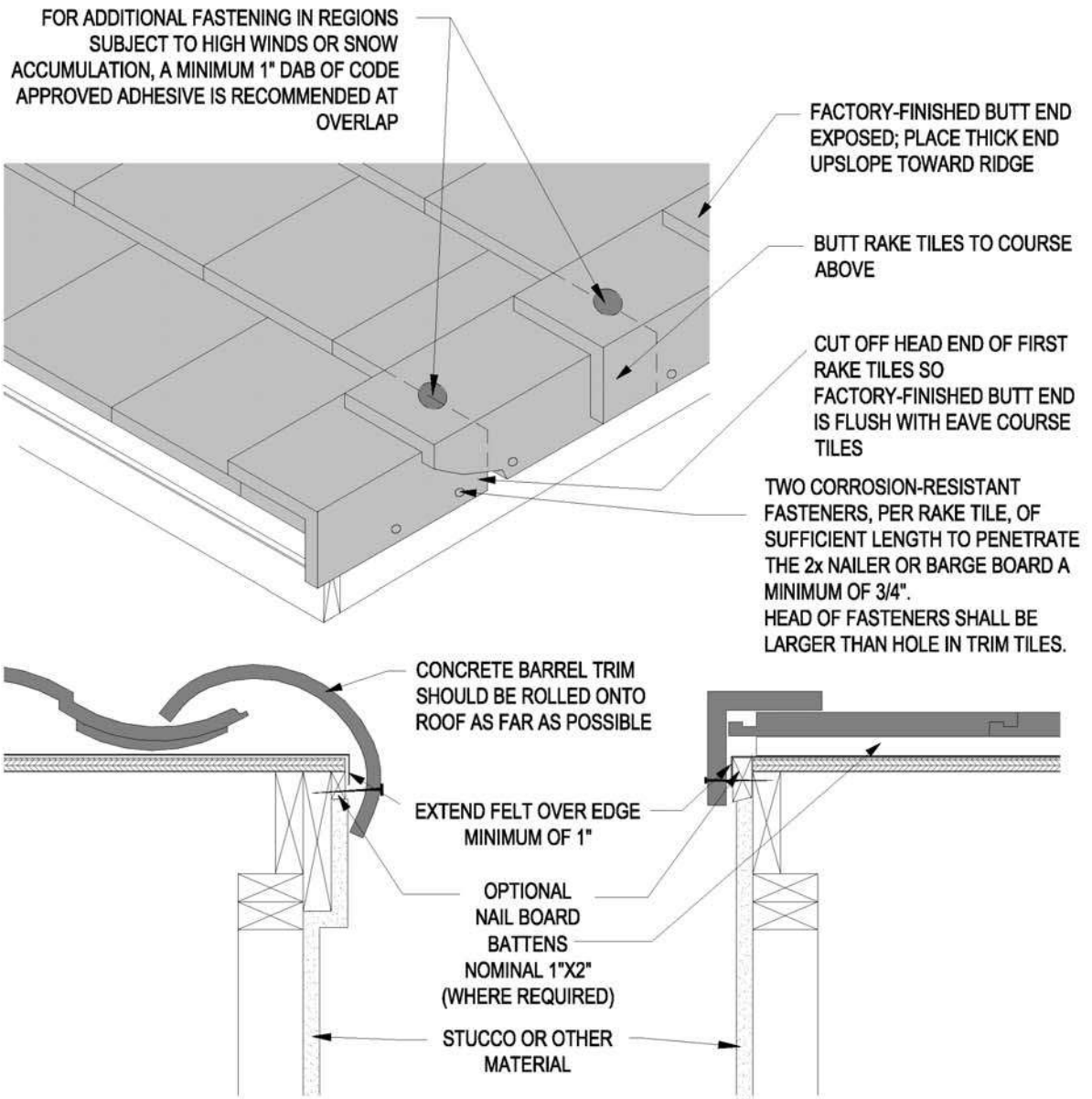
1. For recommended underlayment and fastening requirement, see Table 1A and 1B.
2. All hip and ridge tile are required to have a code approved adhesive or special clip between laps of trim tile to cover nail hole and create a bond between ridge tiles.
3. Battens for tiles with protruding anchor lugs are optional for slopes between 3:12 and 7:12. Direct deck attachment of tile as approved by local building official will be allowed.
4. Dimension shown are minimum and are intended to be approximate to allow for reasonable tolerance due to field conditions, and are practices.

Drawing shown depicts the application of all tile profiles. Unless otherwise noted it would apply to either concrete or clay tiles.

TILE ROOF DETAIL

RAKE TILE INSTALLATION

MC-19B



Notes:

1. Dimensions shown are minimums and are intended to be approximate to allow for reasonable tolerances due to field conditions, and area practices.
2. Rake tiles must be fastened into a minimum nominal 2" gable fascia or equivalent in dimension.
3. The fasteners must penetrate a minimum of 3/4" into dimensional wood lumber.

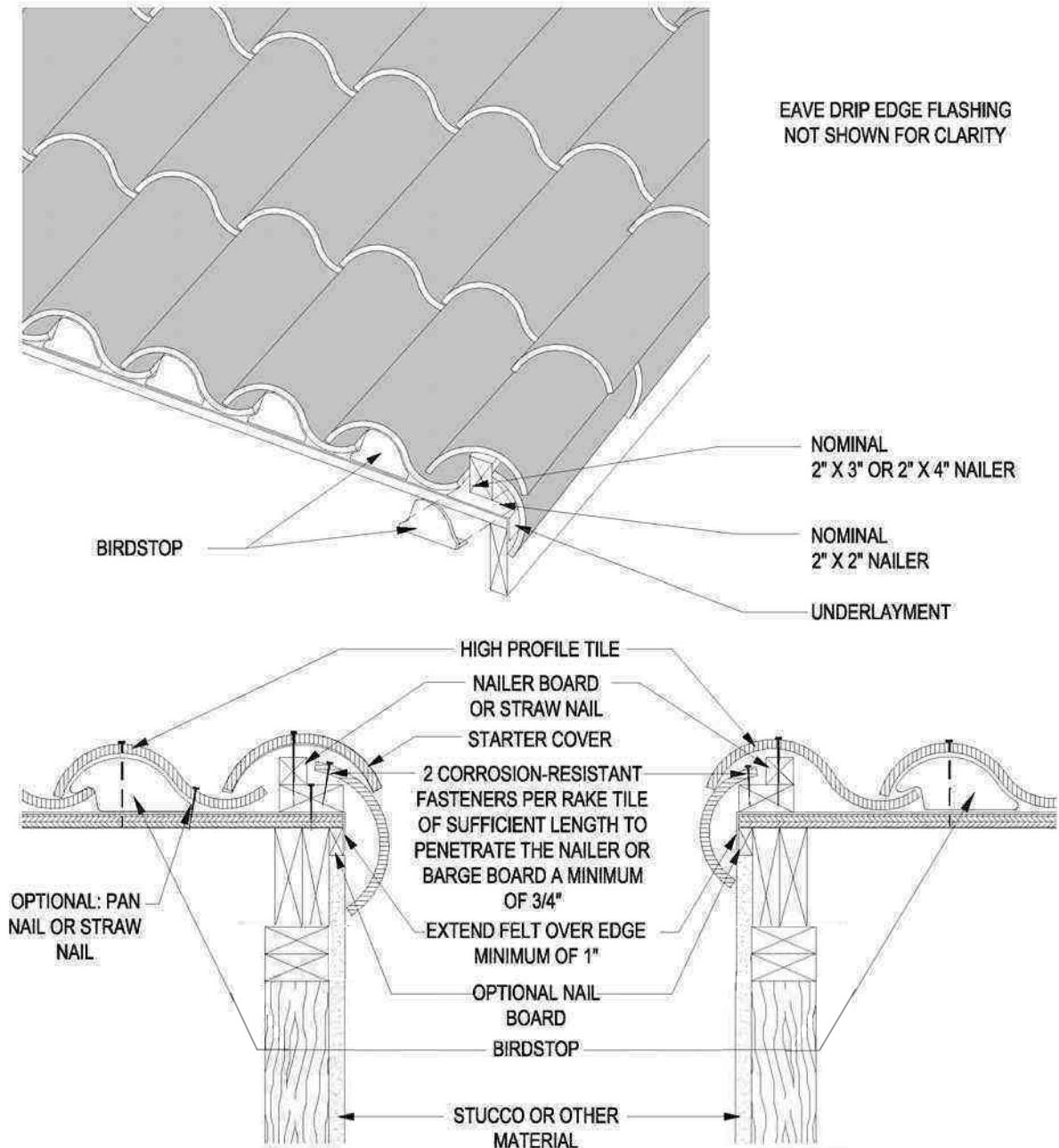
Drawing shown depicts the application of all tile profiles. Unless otherwise noted it would apply to either concrete or clay tiles.

TILE ROOF DETAIL

GABLE \ EAVE INSTALLATION

(CLAY TILE INSTALLATIONS)

MC-20A



Notes:

1. Dimensions shown are minimums and are intended to be approximate to allow for reasonable tolerances due to field conditions.

Drawing shown depicts the application of all tile profiles. Unless otherwise noted it would apply to either concrete or clay tiles.



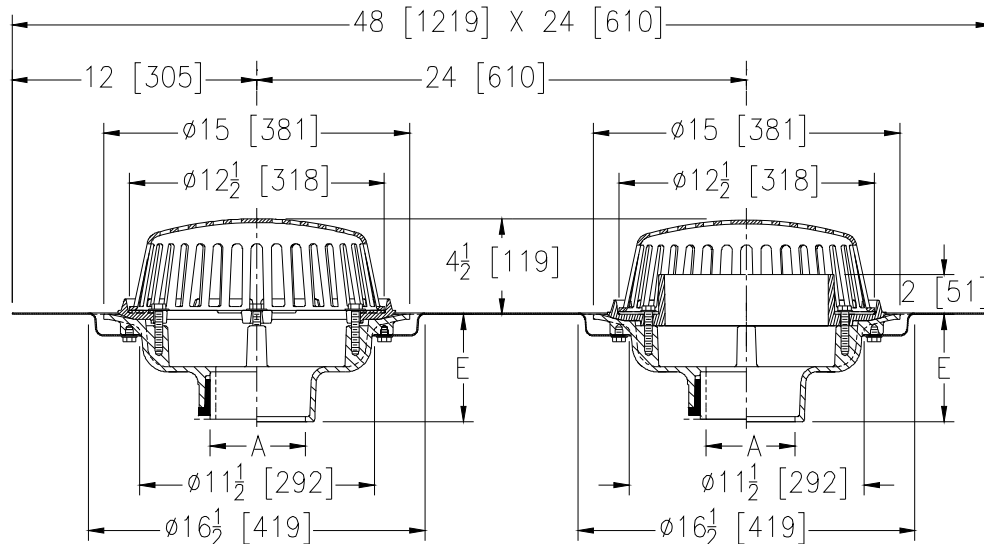
Z163

15 [381] DIAMETER COMBINATION MAIN ROOF &
OVERFLOW DRAIN W/ LOW SILHOUETTE DOMES &
DOUBLE TOP-SET® DECK PLATE

SPECIFICATION SHEET

TAG _____

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice



A - Pipe Size In.[mm]	Approx. Wt. Lbs. [kg]	Dome Open Area Sq. In. [cm ²]
2, 3, 4 [51, 76, 102]	73 [33]	103 [665]
6 [152]	74 [34]	
8 [203]	75 [34]	

ENGINEERING SPECIFICATION: ZURN Z163

15" [381 mm] Diameter roof drain and overflow drain, Dura-Coated cast iron bodies with combination membrane flashing clamp/gravel guards, double Top-Set® deck plate, and low silhouette Poly-Domes.

OPTIONS (Check/specify appropriate options)

PIPE SIZE

3, 4, 6 [51, 76, 152]
2, 3, 4, 6, 8 [51, 76, 102, 152, 203]
2, 3, 4, 6, 8 [51, 76, 102, 152, 203]
2, 3, 4 [51, 76, 102]

(Specify size/type) OUTLET

_____ IC Inside Caulk
_____ IP Threaded
_____ NH No-Hub
_____ NL Neo-Loc

E BODY HT. DIM.

5-1/4 [133]
3-3/4 [95]
5-1/4 [133]
4-5/8 [117]

PREFIXES

_____ Z D.C.C.I. Body with Poly-Dome*
_____ ZA D.C.C.I. Body with Aluminum Dome
_____ ZC D.C.C.I. Body with Cast Iron Dome

SUFFIXES

_____ -AR Acid Resistant Epoxy Coated Finish
_____ -DE Deck Extension
_____ -DR Top-Set® Drain Riser
_____ -E Static Extension 1 thru 4 [25 thru 102] (Specify Ht.)
_____ -EA Adjustable Extension Assembly
2-1/8 thru 3-1/2 [54 thru 89]
_____ -G Galvanized Cast Iron
_____ -HD 6-3/4 [171] High Aluminum Dome Strainer
(148 in² [955 cm²] Open Area)(ZA Only)
_____ -SC Secondary Clamping Collar

_____ -SS Stainless Steel Mesh Screen Over Dome
_____ -TC Neo-Loc Test Cap Gasket
(2,3,4 [51,76,102] NL Bottom Outlet Only)
_____ -VP Vandal Proof Secured Top
_____ -W3 3 [76] Internal Water Dam
_____ -W4 4 [102] Internal Water Dam
_____ -XJ Vertical Expansion Joint (See Z190)
_____ -84 Stainless Steel Perforated Gravel Guard
_____ -85 Stainless Steel Perforated Extension
_____ -89 2 [51] High External Water Dam
(Replaces Internal Dam)

* Regularly furnished unless otherwise specified.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 23, 2023

ITEM NUMBER: 121

To: Mayor Tanya Doby & Members of the City Council

**Presented By: Irving Montenegro Jr., Manager
Ron Noda, Development Services Director**

Subject: Award Sterns Park Playground and Fitness Equipment Purchase

SUMMARY

This item is for the purchase of playground and fitness equipment directly from the manufacturer, GameTime, through the use of a cooperative purchasing agreement via OMNIA Partners. The purchase of the playground and fitness equipment is part of the Sterns Park Rehab Project and would enable greater cost savings and assurance that the project continues forward on its intended timeline.

RECOMMENDATION

1. Review and discuss the proposal and purchasing agreement for GameTime playground and fitness equipment; and,
2. Authorize the City Manager to use a cooperative purchasing agreement, in a form approved by the City Attorney, for the playground and fitness equipment in the amount of \$239,899.85.

BACKGROUND

The City of Los Alamitos has contracted with Hirsch and Associates, Inc. for the architectural design and project management of the Capital Improvement Project (CIP) - Sterns Park Rehab Project. The Parks, Recreation, and Cultural Arts Commission was presented with different playground, fitness, and park amenity designs, ultimately recommending to proceed with items from GameTime as a favorable and highly reputable industry manufacturer. In order to ensure product inventory availability and maximize cost savings associated with the project, the staff recommends using a cooperative purchase agreement for the playground and fitness equipment.

DISCUSSION

Cooperative purchase agreements enable cities to maximize cost savings and staff resources by sharing contracting (piggy back) and purchasing efforts with other government agencies. Utilizing cooperative purchasing agreements is advantageous to the City because it provides an opportunity for the City to obtain lower pricing through volume purchasing. It is often more cost effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program. As cooperative agreements reach expiration, they are automatically renewed, allowing government agencies to continue to leverage cost savings.

OMNIA Partners is among the leading national government purchasing cooperatives, providing world class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofits looking for the best overall supplier government pricing. OMNIA Partners works with many governmental agencies to offer cooperative purchasing contracts to other governmental agencies in order to create a more economical means of procuring services and supplies, an ability to pay less for products and services, and reducing the administrative costs of developing contracts.

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

As a member of OMNIA Partners, the City has the ability to utilize its service of awarded contracts including unlimited expert assistance to answer any questions, help connect the City directly to suppliers, and help find solutions that will best suit the City's needs. The City's membership ID # is: 4001692, which provides access to connect to any contract in a portfolio that contains over 500 vendors.

OMNIA Partners is currently used by several city agencies regionally throughout the state and locally across Orange County. Some of these partner agencies include: City of La Palma, City of Laguna Beach, City of Brea, City of Fountain Valley, City of San Clemente, among others. The County of Orange is also an active member of OMNIA Partners.

FISCAL IMPACT

The proposal for the purchase of the playground and fitness equipment is currently listed as \$239,899.85, which includes a 20% discount off the standard rate, which is primarily due to the membership price of using OMNIA Partners. Funding for the Sterns Park Project's equipment will be taken from fiscal year 2023/24, account number 10-570-5501.2303.

Attachment: 1. Sterns Park Playground Option 2

Proposal for
Hirsch & Associates Inc.

Prepared by



10-03-2023
Job # 109292-01

City of Los Alamitos - Sterns Park Playground Option 2



805-910-5971 | www.gwpark.com

Sterns Park Playground-Project 109292-01-Opt 2
Los Alamitos, CA



Sterns Park Playground-Project 109292-01-Opt 2
Los Alamitos, CA



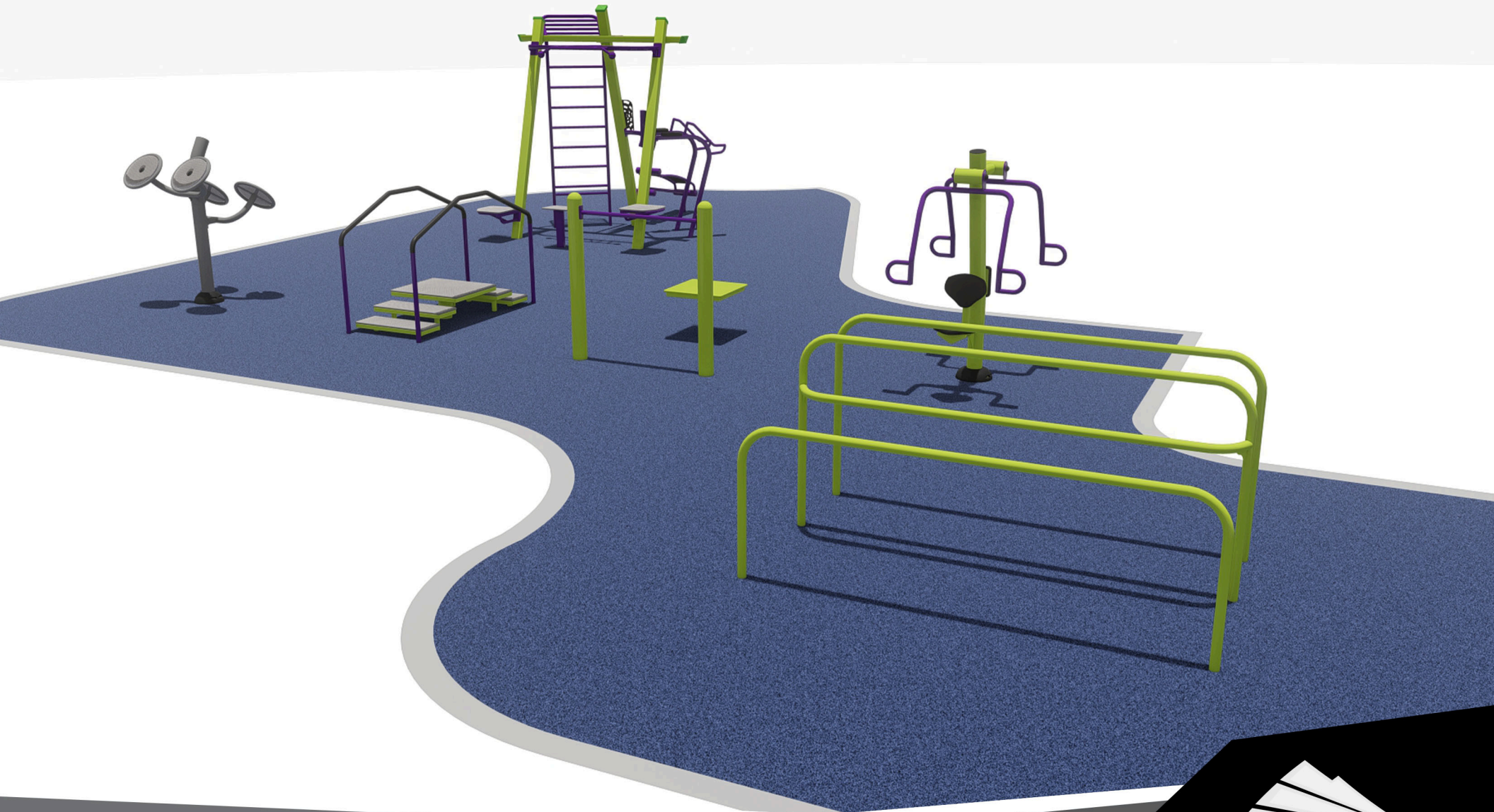
Sterns Park Playground-Project 109292-01-Opt 2
Los Alamitos, CA



Sterns Park Playground-Project 109292-01-Opt 2
Los Alamitos, CA



Sterns Park Playground-Project 109292-01-Opt 2
Los Alamitos, CA



Sterns Park Playground-Project 109292-01-Opt 2
Los Alamitos, CA



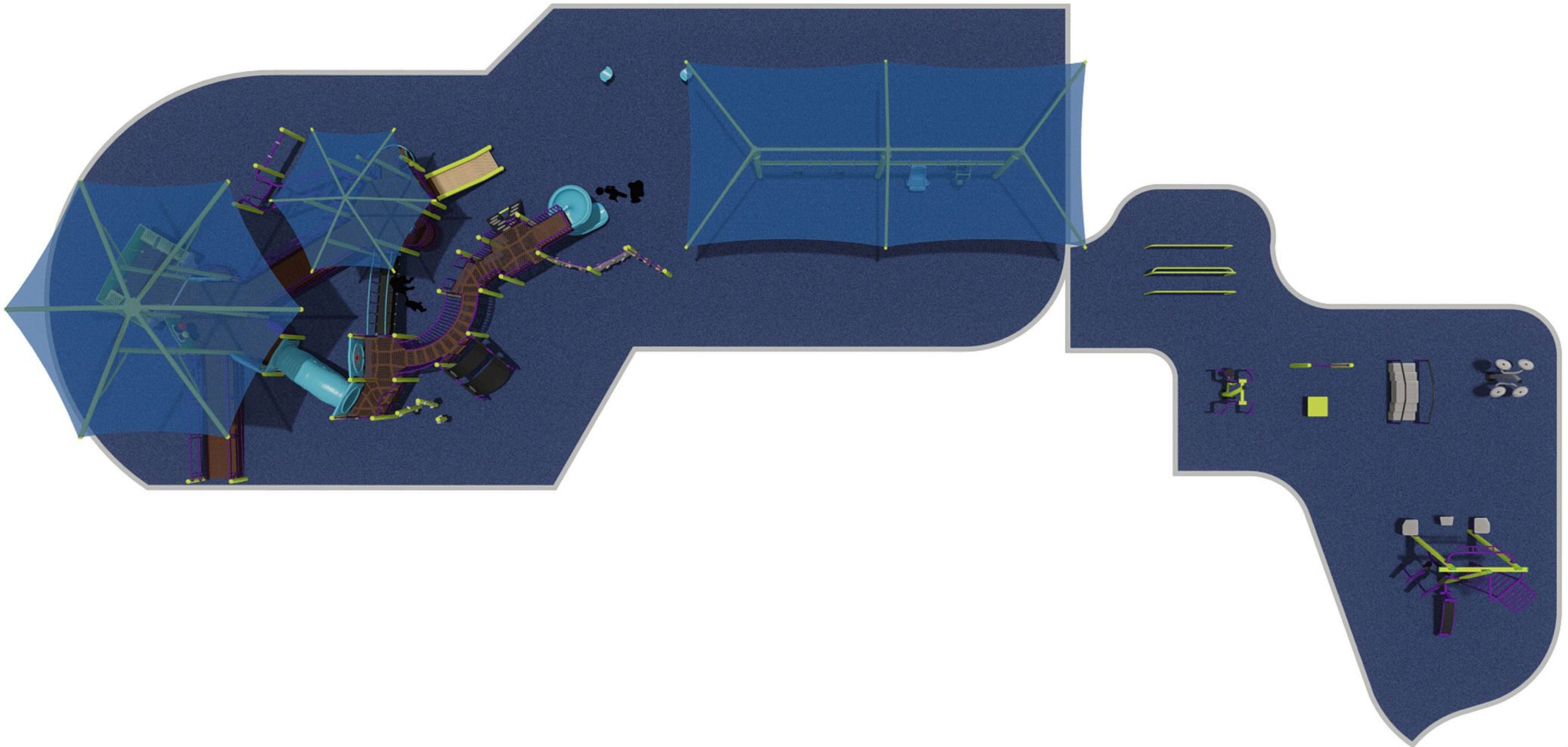
Sterns Park Playground-Project 109292-01-Opt 2
Los Alamitos, CA

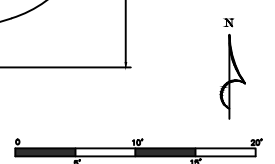
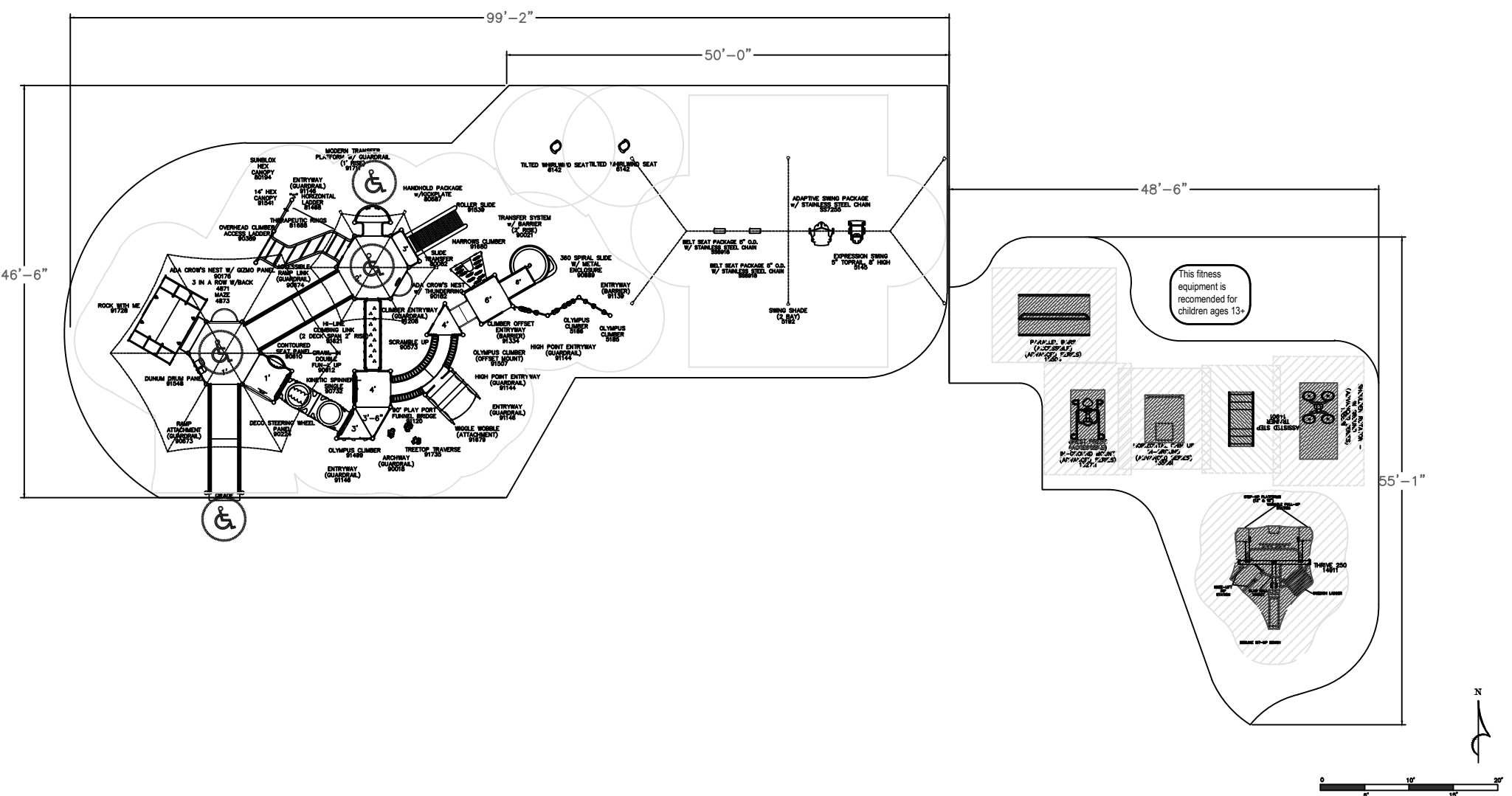


Sterns Park Playground-Project 109292-01-Opt 2
Los Alamitos, CA



Sterns Park Playground-Project 109292-01-Opt 2
Los Alamitos, CA





City of Los Alamitos
Sterns Park
Los Alamitos, CA
 Representative
Great Western Recreation

SALES REP
 BRANDON SEITZ
 805-910-5971
 BRANDON@GWPARK.COM

Total Elevated Play Components	17	8	5
Total Elevated Play Components Accessible By Ramp	8	Required	5
Total Elevated Components Accessible By Transfer	17	Required	5
Total Accessible Ground Level Components Shown	9	Required	6
Total Different Types Of Ground Level Components	4	Required	3

This play equipment is recommended for children ages
5 - 12

Minimum Area Required:

Scale: -
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
LC

Date:
10/02/2023

Drawing Name:
109292-01 Option 2

ARCTIC
Fabric Shade Sky
Plastic Roof Periwinkle
Uprights White
Accent 1 Champagne
HDPE Sky Blue
2 Color HDPE Sky Blue/White
Roto Plastic Periwinkle
Tube Sky Blue
Rock Deep Granite
Decks Gray

AURORA
Fabric Shade Bottle Green
Plastic Roof Azure
Uprights Ice Butter
Accent 1 Azure
HDPE Dolphin Gray
2 Color HDPE Grey/Black
Roto Plastic Azure
Tube Azure
Rock Dark Granite
Decks Gray

AVALON
Fabric Shade Silver
Plastic Roof Champagne
Uprights Bronze
Accent 1 White
HDPE Dolphin Gray
2 Color HDPE Grey/Black
Roto Plastic Periwinkle
Tube Periwinkle
Rock Deep Granite
Decks Gray

BEDROCK
Fabric Shade Silver
Plastic Roof Champagne
Uprights Sage
Accent 1 White
HDPE Dolphin Gray
2 Color HDPE Grey/Black
Roto Plastic Champagne
Tube Champagne
Rock Dark Granite
Decks Brown

BEE HIVE
Fabric Shade Silver
Plastic Roof Yellow
Uprights Black
Accent 1 Ice Butter
HDPE Dolphin Gray
2 Color HDPE Grey/Black
Roto Plastic Yellow
Tube Yellow
Rock Dark Granite
Decks Brown

CUCUMBER
Fabric Shade Cream
Plastic Roof Green
Uprights Ice Mint
Accent 1 Vanilla
HDPE Blue
2 Color HDPE Blue/White
Roto Plastic Green
Tube Green
Rock Deep Granite
Decks Chocolate Brown

DEEP SPACE
Fabric Shade Dove Blue
Plastic Roof Sky Blue
Uprights Starlight Black
Accent 1 Yellow
HDPE Red
2 Color HDPE Red/White
Roto Plastic Sky Blue
Tube Sky Blue
Rock Deep Granite
Decks Blue

DISCOVERY
Fabric Shade Orange
Plastic Roof Azure
Uprights Periwinkle
Accent 1 Butterscotch
HDPE Dolphin Gray
2 Color HDPE Grey/Black
Roto Plastic Azure
Tube Azure
Rock Deep Granite
Decks Gray

EMERALD
Fabric Shade Deep Sea
Plastic Roof Spring Green
Uprights Metallic
Accent 1 White
HDPE Yellow
2 Color HDPE Red/White
Roto Plastic Spring Green
Tube Spring Green
Rock Deep Granite

ERUPTION
Fabric Shade Sun Blaze
Plastic Roof Red
Uprights Orange
Accent 1 Butterscotch
HDPE Orange
2 Color HDPE Red/White
Roto Plastic Red
Tube Red
Rock Dark Granite
Decks Brown

FORESTER
Fabric Shade Forest Green
Plastic Roof Green
Uprights Brown
Accent 1 Beige
HDPE Beige
2 Color HDPE Beige/Green
Roto Plastic Green
Tube Green
Rock Deep Granite
Decks Brown

GUM DROP
Fabric Shade Navy Blue
Plastic Roof Blue
Uprights Burgundy
Accent 1 Butterscotch
HDPE Blue
2 Color HDPE Red/White
Roto Plastic Blue
Tube Blue
Rock Deep Granite
Decks Blue

HONEYSUCKLE
Fabric Shade Cloud
Plastic Roof Periwinkle
Uprights Spring Green
Accent 1 Champagne
HDPE Blue
2 Color HDPE Spring Green/White
Roto Plastic Periwinkle
Tube Periwinkle
Rock Deep Granite
Decks Gray

JOVIAL
Fabric Shade Navy Blue
Plastic Roof Spring Green
Uprights Burgundy
Accent 1 Butterscotch
HDPE Gray
2 Color HDPE Grey/Black
Roto Plastic Spring Green
Tube Spring Green
Rock Deep Granite
Decks Blue

JURASSIC
Fabric Shade Sun Blaze
Plastic Roof Champagne
Uprights Sage
Accent 1 Butterscotch
HDPE Dolphin Gray
2 Color HDPE Burgundy/White
Roto Plastic Champagne
Tube Champagne
Rock Sandstone
Decks Brown

MACAW
Fabric Shade Yellow
Plastic Roof Yellow
Uprights Orange
Accent 1 Chartreuse
HDPE Sky Blue
2 Color HDPE Sky Blue/White
Roto Plastic Red
Tube Red
Rock Dark Granite
Decks Blue

MALIBU
Fabric Shade Forest Green
Plastic Roof Spring Green
Uprights Bronze
Accent 1 Beige
HDPE Spring Green
2 Color HDPE Spring Green/White
Roto Plastic Spring Green
Tube Spring Green
Rock Sandstone
Decks Brown

MOSSY GROVE
Fabric Shade Lime
Plastic Roof Chartreuse
Uprights Sage
Accent 1 Chartreuse
HDPE Spring Green
2 Color HDPE Spring Green/White
Roto Plastic Chartreuse
Tube Champagne
Rock Sandstone
Decks Brown





GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

10/03/2023
Quote #
109292-01-03

City of Los Alamitos - Sterns Park Playground Option 2

Hirsch & Associates Inc.
Attn: Naomi
2221 East Winston Rd. Suite A
Anaheim, CA 92806
Phone: 714-776-4340 Ext. 104
naomi@hailandarch.com

Ship to Zip 90720

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom Inclusive Play Structure- Reference drawing #109292-01 Option 2	\$180,059.00	\$180,059.00
1	91541	GameTime - 14' Hex Canopy	\$10,855.00	\$10,855.00
1	80194	GameTime - Sunblox Hex Canopy	\$19,042.00	\$19,042.00
2	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$945.00	\$1,890.00
1	5192	GT-Shade - Double Bay Swing Shade	\$12,090.00	\$12,090.00
1	RDU	GameTime - Swings- Reference drawing #109292-01 Option 2	\$3,297.00	\$3,297.00
1	13558I	GameTime - Shoulder Rotator (In-Ground)	\$5,587.00	\$5,587.00
1	13586I	GameTime - Horizontal Chin Up In ground	\$2,034.00	\$2,034.00
1	14901	GameTime - Assisted Step Trainer	\$4,406.00	\$4,406.00
1	14911	GameTime - Thrive 250	\$14,856.00	\$14,856.00
1	15504	GameTime - Parallel Bar (Accessible)	\$1,997.00	\$1,997.00
1	13271I	GameTime - Chest Press - Ada (In-Ground Mount)	\$7,791.00	\$7,791.00
Contract: OMNIA #2017001134			Sub Total	\$263,904.00
			Discount	(\$54,881.87)
			Freight	\$11,543.17
			Tax	\$19,334.55
			Total	\$239,899.85



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

10/03/2023
Quote #
109292-01-03

City of Los Alamitos - Sterns Park Playground Option 2

Comments

Your Sales Rep is Brandon Seitz. Please reach out to Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

Shipping to site:
3871 Farquhar Ave.
Los Alamitos, CA 90720

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Installation not included.

ONMIA #4001692

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:

Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

10/03/2023
Quote #
109292-01-03

City of Los Alamitos - Sterns Park Playground Option 2

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **\$239,899.85**

Date: _____

Signature

Please fill out this [ORDER FORM](#), this is required to process the order.