

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, December 18, 2023 – 6:00 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. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Nefulda will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Hasselbrink will give the Invocation.

5. PRESENTATIONS

- A. Presentations to Mayor Tanya Doby from Outside Agencies for Service as Mayor in 2023**
- B. Presentation of a Certificate to Mark Hoover, Owner of audiophileusa, in Recognition of Being Featured in the Mayor's Business Spotlight**

6. ORAL COMMUNICATIONS

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

7. 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.

8. 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.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers from November 1, 2023, to November 30, 2023.

Recommendation:

Ratify the Warrants for the period from November 1, 2023, to November 30, 2023, in the amount of \$1,611,948.46.

Roll Call

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

10. CONSENT CALENDAR

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

A. Approval of Minutes (Administration)

Approve the City Council Special Meeting Minutes of November 13, 2023, Regular Meeting Minutes of November 20, 2023, and Special Meeting Minutes of December 11, 2023.

B. Ordinance No. 2023-05 - Quimby In-Lieu Fees (Development Services)

The City Council held a Public Hearing on November 20, 2023, regarding the proposed update to the Park In-Lieu Fees Pursuant to the Quimby Act Fees as studied through the 2023 City of Los Alamitos' Quimby Land Dedication and In-Lieu Fee Study. Ordinance No. 2023-05 was introduced for first reading, read by title only, and further reading was waived.

Recommendation:

Adopt Ordinance No. 2023-05 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 16.18.040 AND 16.18.090 OF CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN-LIEU FEES) OF TITLE 16 (SUBDIVISIONS) OF THE LOS ALAMITOS MUNICIPAL CODE PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE SECTION 66477 (CITY INITIATED)."

C. California Teamsters Local 911 Side Letter, Classification Change (Administration)

This report seeks approval of the California Teamster Local 911 side letter amending the November 1, 2021 to October 31, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Teamsters Local 911 ("Teamsters").

Recommendation:

1. Adopt Resolution No.2023-30, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE TEAMSTERS LOCAL 911 EFFECTIVE NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024; REMOVING THE MANAGEMENT ANALYST CLASSIFICATION FROM TEAMSTERS LOCAL 911"; and,

2. Authorize the Mayor to execute the side letter agreement amending the California Teamsters Local 911 Memorandum of Understanding (MOU); and,

3. Adopt Resolution No. 2023-31, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING RESOLUTION 2023-09 TO RECLASSIFY THE MANAGEMENT ANALYST POSITION TO CONFIDENTIAL NON-REPRESENTED EMPLOYEE".

D. Police Officer Association (POA); Canine Handler Side Letter (Administration)

This report seeks approval of the Police Officers Association (POA) side letter amending the July 1, 2021 to June 30, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Los Alamitos Police Officers Association ("POA").

Recommendation:

1. Adopt Resolution No.2023-31, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE POLICE OFFICERS ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024"; and,

2. Authorize the Mayor to execute the side letter agreement amending the Police Officers Association (POA) Memorandum of Understanding (MOU).

E. Approval of Plans and Specifications and Authorization to Bid for Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03) (Development Services)

This item recommends actions to begin facilitating the rehabilitation construction for Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03).

Recommendation:

1. City Council finds the Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03) is not subject to the California Environmental Quality Act (CEQA) under Section 15301.C Existing Facilities; and,

2. Approve the plans and specifications for the rehabilitation construction of the Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03); and,

3. Authorize Staff to advertise and solicit bid proposals for the Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03); and,

4. Authorize Staff to work with the City of Long Beach to coordinate approval of plans and specifications of the Street Improvements on Various Streets FY 2022- 2023 Project (CIP No. 23/24-03) and develop a Cooperative Agreement for shared work in the Country Squares Neighborhood before the award of bid for said project.

F. Approval of Plans and Specifications and Authorization to Bid for Sterns Park Rehab Project (CIP No. 23/24-04) (Development Services)

This item facilitates the solicitation of bids for the sub-contractual demolition and construction services for the Sterns Park Rehab Project at 3871 Farquhar Avenue (CIP No. 23/24-04).

Recommendation:

1. Approve the solicitation for Request for Proposals (RFP) of plans and specifications and authorization to bid for Sterns Park Rehab Project (CIP No. 23/24- 04); and,
2. Authorize Staff to advertise and solicit bid proposals.

G. Approval Lease Rate Agreement with Enterprise Fleet Management Inc. via the Sourcewell Competitive Purchasing Program (Development Services)

This item seeks approval of one (1) vehicle lease agreement with Enterprise Fleet Management Inc. (EFM), via the Sourcewell Competitive Purchasing Program (Contract #030122-EFM).

Recommendation:

1. Authorize the City Manager to lease one (1) vehicle pursuant to the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) via the Sourcewell Competitive Purchasing Program for a Total Capitalized Vehicle Cost of \$30,572.90; and,
2. Authorize the City Manager to enter into future lease agreements with Enterprise Fleet Management (EFM) pursuant to the purchasing ordinance and when funding exists within the City Council adopted budget.

11. SPECIAL ORDERS OF THE DAY

A. Comments by Outgoing Mayor Tanya Doby

B. Presentation to Mayor Tanya Doby from the City for her tenure as Mayor

C. City Council Reorganization (Administration)

This report provides relevant information for the City Council's annual reorganization, by the election of Mayor and Mayor Pro Tem. The City's Charter requires roll call votes be taken for the election of these two Officers.

Recommendation:

Elect Officers for the position of Mayor and Mayor Pro Tem by roll call vote.

D. City Council Member Appointments/Reappointments as Representatives to other Agencies and City Committees for 2024 (Administration)

This report provides relevant information for the City Council's annual appointments/reappointments of Council Members as representatives to other Agencies.

Recommendation:

1. Nominate and vote for appointments/reappointments regarding the Representatives to Other Agencies; and,
2. Nominate and vote for appointment to the City's Budget Standing Committee; and,
3. Adopt Resolution No. 2023-32, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE TO THE ORANGE COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS"; and,
4. Authorize the City Clerk to complete California Form 806, Agency Report of: Public Official Appointments and post on the City's website.

12. 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.

13. ADJOURNMENT

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



Windmera Quintanar, MMC, City Clerk

Dated: December 14, 2023

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

ITEM NUMBER: 9A

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 funds transfers from November 1, 2023, to November 30, 2023.

RECOMMENDATION

Ratify the Warrants for the period from November 1, 2023, to November 30, 2023, in the amount of \$1,611,948.46.

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 \$1,611,948.46 represents checks and electronic fund transfers from November 1, 2023, to November 30, 2023.

Attachment: 1. Council Report - NOVEMBER - FINAL

To Ratify

1-8	\$271,128.22	Warrant	11/01/2023
9-21	490,268.76	Warrant	11/15/2023
22-23	77,758.16	Warrant	11/29/2023
24	10,222.09	November Retirees	11/01/2023
25	225,420.14	Payroll	11/10/2023
26	201,825.72	Benefits & Withholdings	11/10/2023
27	209,151.00	Payroll	11/24/2023
28	126,421.72	Benefits & Withholdings	11/24/2023

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	TRUNK OR TREAT SECURITY	GENERAL FUND	SPECIAL EVENTS	<u>380.00</u>
			TOTAL:	380.00
ADAMSON POLICE PRODUCTS	REMOVE OLD MDT NEW MDT PD	GARAGE FUND	GARAGE	<u>475.00</u>
			TOTAL:	475.00
ADLERHORST INTERNATIONAL LLC	K9 NARCOTIC COURSE	GENERAL FUND	POLICE ADMINISTRATION	5,700.00
	K9 BASIC HANDLERS COURSE	GENERAL FUND	POLICE ADMINISTRATION	<u>6,000.00</u>
			TOTAL:	11,700.00
AGILE OCCUPATIONAL MEDICINE PC	EMPLOYEE FLU SHOTS	GENERAL FUND	NON-DEPARTMENTAL	<u>680.00</u>
			TOTAL:	680.00
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 09/17-09/3	GENERAL FUND	TRAFFIC	7,374.63
	CROSSING GUARDS 10-1/-10/1	GENERAL FUND	TRAFFIC	<u>7,408.80</u>
			TOTAL:	14,783.43
AMERICAN RENTALS	HUMBOLDT SIDEWALK REPAIR	GENERAL FUND	STREET MAINTENANCE	356.14
	PASEO BONITA CONCRETE ST.	GENERAL FUND	STREET MAINTENANCE	<u>354.76</u>
			TOTAL:	710.90
AMERICREDIT FINANCIAL SERVICES, INC	2022 CHEVY TAHOE 10/202	GARAGE FUND	GARAGE	<u>1,159.21</u>
			TOTAL:	1,159.21
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CTRL CITY PARKS	GENERAL FUND	PARK MAINTENANCE	<u>490.00</u>
			TOTAL:	490.00
BARBARA BANNERMAN	YOGA WITH BARBARA 04/15	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA WITH BARBARA 10/03	GENERAL FUND	SPECIAL CLASSES	<u>9.75</u>
			TOTAL:	19.50
CANON FINANCIAL SERVICES, INC.	CONTRACT CHARGES 10/2023	GENERAL FUND	RECREATION ADMINISTRAT	254.64
	BW & CL METER USAGE 09/202	GENERAL FUND	RECREATION ADMINISTRAT	<u>230.02</u>
			TOTAL:	484.66
CARRI FOX	LINE DANCE DROP IN 08/31	GENERAL FUND	SPECIAL CLASSES	28.00
	LINE DANCE DROP IN 09/07	GENERAL FUND	SPECIAL CLASSES	24.50
	LINE DANCE DROP IN 06/28 C	GENERAL FUND	SPECIAL CLASSES	54.60
	LINE DANCE DROP IN 09/27	GENERAL FUND	SPECIAL CLASSES	42.00
	LINE DANCE DROP IN 10/04	GENERAL FUND	SPECIAL CLASSES	<u>29.40</u>
			TOTAL:	178.50
CARTRIDGE WORLD OF LOS ALAMITOS	INK SUPPLY	GENERAL FUND	PLANNING	<u>65.69</u>
			TOTAL:	65.69
CHERYL J. SCHNITZER	LINE DANCE BEG/INT 08/07/2	GENERAL FUND	SPECIAL CLASSES	39.00
	LINE DANCE BEG/INT 09/25/2	GENERAL FUND	SPECIAL CLASSES	19.50
	LINE DANCE BEG/INT 10/02/2	GENERAL FUND	SPECIAL CLASSES	<u>19.50</u>
			TOTAL:	78.00
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
COUNTY OF ORANGE TREASURER-TAX	FINGERPRINT AFIS OCT 2023	GENERAL FUND	COMMUNICATIONS TECHNOL	431.00
	OCATS CIRCUIT & SUPP OCT 2	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	OCSD TECH DIVISION 2ND QTR	GENERAL FUND	COMMUNICATIONS TECHNOL	6,364.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>8,068.33</u>
CPACINC.COM	6 IPAD AND APPLE CARE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>3,158.43</u>
			TOTAL:	<u>3,158.43</u>
DANIELS TIRE SERVICE	UNIT 48-8 TIRE REPLACEMENT	GARAGE FUND	GARAGE	<u>589.11</u>
			TOTAL:	<u>589.11</u>
DATA TICKET, INC.	SEPT 2023 CITATION PROCESS	GENERAL FUND	TRAFFIC	<u>599.60</u>
			TOTAL:	<u>599.60</u>
DEPARTMENT OF CONSERVATION	SMIP FEES (3RD QUARTER 20	GENERAL FUND	NON-DEPARTMENTAL	504.36
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	<u>25.22-</u>
			TOTAL:	<u>479.14</u>
DIANA C. PEREZ	LEARN AND GROW PLAYGROUP	GENERAL FUND	SPECIAL CLASSES	383.50
	SHAPING IT UP ABC'S AND 12	GENERAL FUND	SPECIAL CLASSES	<u>474.50</u>
			TOTAL:	<u>858.00</u>
ECOFERT, INC.	LANDSCAPE MAINTENANCE 09/2	GENERAL FUND	PARK MAINTENANCE	<u>630.00</u>
			TOTAL:	<u>630.00</u>
ELITE SPECIAL EVENT, INC.	1ST DEPOSIT WINTER WONDER	GENERAL FUND	SPECIAL EVENTS	<u>6,925.00</u>
			TOTAL:	<u>6,925.00</u>
ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES 10/2	GARAGE FUND	GARAGE	<u>8,849.85</u>
			TOTAL:	<u>8,849.85</u>
ERIC ARROYO	BACKGROUND FOR BOICE	GENERAL FUND	NON-DEPARTMENTAL	1,500.00
	BACKGROUND FOR BLACKLEDGE	GENERAL FUND	NON-DEPARTMENTAL	<u>3,000.00</u>
			TOTAL:	<u>4,500.00</u>
FEDEX	DNA TO DOJ	GENERAL FUND	RECORDS	<u>20.06</u>
			TOTAL:	<u>20.06</u>
FRONTIER COMMUNICATIONS	JAIL ALARM OCT 2023	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>363.05</u>
			TOTAL:	<u>363.05</u>
GALLS / QUARTERMASTER	UNIFORMS KAIN GALLAUGHER	GENERAL FUND	POLICE ADMINISTRATION	122.96
	UNIFORMS KAIN GALLAUGHER	GENERAL FUND	POLICE ADMINISTRATION	236.02
	REFUND FOR UNIFORMS	GENERAL FUND	POLICE ADMINISTRATION	506.71-
	SWAT UNIFORM DANIEL KIM	GENERAL FUND	PATROL	381.65
	SWAT BAG	GENERAL FUND	PATROL	342.33
	BALLISTIC VEST JESSE LOPEZ	GENERAL FUND	PATROL	775.00
	SWAT UNIFORM DEANGELO GOSS	GENERAL FUND	PATROL	141.10
	SWAT UNIFORM MARC NAVARRO	GENERAL FUND	PATROL	167.56
	REFUND FOR UNIFORMS	GENERAL FUND	PATROL	232.42-
	UNIFORMS HANNAH ORTIZ	GENERAL FUND	RECORDS	63.19
	UNIFORM AMANDA MCDOWELL	GENERAL FUND	RECORDS	126.37
	UNIFORMS JOSEPH MARQUEZ	GENERAL FUND	RECORDS	72.36
	UNIFORMS JOSEPH MARQUEZ	GENERAL FUND	RECORDS	175.45
	UNIFORMS JOSEPH MARQUEZ	GENERAL FUND	RECORDS	72.36
	UNIFORMS AMANDA MCDOWELL	GENERAL FUND	RECORDS	178.61
	UNIFORMS HANNAH ORTIZ	GENERAL FUND	RECORDS	63.19
	REFUND FOR UNIFORMS	GENERAL FUND	RECORDS	161.11-
	UNIFORMS ART REMNET	GENERAL FUND	COMMUNICATIONS TECHNOL	12.51

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	UNIFORMS DANIEL PATZ	GENERAL FUND	COMMUNICATIONS TECHNOL	143.29
	UNIFORMS FOR DANIEL PATZ	GENERAL FUND	COMMUNICATIONS TECHNOL	28.78
	UNIFORMS BELINDA ROMAN	GENERAL FUND	COMMUNITY OUTREACH	63.19
	UNIFORMS SHELBY ABEND	GENERAL FUND	TRAFFIC	99.23
	UNIFORMS ART REMNET	GENERAL FUND	EMERGENCY PREPAREDNESS	158.30
	UNIFORMS RANDY SMITH	GENERAL FUND	EMERGENCY PREPAREDNESS	31.95
	UNIFORMS RANDY SMITH	GENERAL FUND	EMERGENCY PREPAREDNESS	25.14
	UNIFORMS RANDY SMITH	GENERAL FUND	EMERGENCY PREPAREDNESS	27.78
	UNIFORMS RANDY SMITH	GENERAL FUND	EMERGENCY PREPAREDNESS	67.91
	UNIFORMS RANDY SMITH	GENERAL FUND	EMERGENCY PREPAREDNESS	<u>12.51</u>
			TOTAL:	2,688.50
GANAHL LUMBER COMPANY	STREET MAINTENANCE SUPPLIE	GENERAL FUND	STREET MAINTENANCE	49.21
	PRESCHOOL REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	89.12
	BOLLARDS WALL BRACKET	GENERAL FUND	BUILDING MAINTENANCE	105.12
	BLDG MAINTENANCE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	12.87
	POLICE DEPT BLDG MAINTENAN	GENERAL FUND	BUILDING MAINTENANCE	775.98
	POLICE DEPT BLDG MAINTENAN	GENERAL FUND	BUILDING MAINTENANCE	36.04
	POLICE DEPT SHELVES	GENERAL FUND	BUILDING MAINTENANCE	227.27
	POLICE DEPT SHELVES	GENERAL FUND	BUILDING MAINTENANCE	31.43
	RETURN CREDIT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	14.19-
	LATE PAYMENT FEE	GENERAL FUND	BUILDING MAINTENANCE	40.46
	POLICE DEPT VEHICLE STRIPP	GARAGE FUND	GARAGE	<u>19.41</u>
			TOTAL:	1,372.72
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	6,018.17
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	7,345.13
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	2,771.78
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	<u>1,506.22</u>
			TOTAL:	17,641.30
HDL COREN & CONE	PROPERTY TAX OCT-DEC 2023	GENERAL FUND	FINANCE	<u>1,582.96</u>
			TOTAL:	1,582.96
INTEGRITY NEWSPAPER INC.	PG-5 CELEBRATE LOS AL	GENERAL FUND	COMMUNITY DEVEL ADMIN	472.00
	PG-5 CELEBRATE LOS AL	GENERAL FUND	COMMUNITY DEVEL ADMIN	472.00
	WE NEED YOUR INPUT SURVEY	GENERAL FUND	COMMUNITY DEVEL ADMIN	453.80
	135338 NIB CIP 22/23-04	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,200.00
	135387 PUBLIC NOTICE	GENERAL FUND	PLANNING	<u>360.00</u>
			TOTAL:	2,957.80
JARED E. LLOYD	HCE DROP IN CLEAN UP 09/06	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 01/22	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 04/13	GENERAL FUND	SPORTS	96.00
	HCE DROP IN 06/27	GENERAL FUND	SPORTS	192.00
	HCE DROP IN 07/27	GENERAL FUND	SPORTS	128.00
	HCE DROP IN 07/30	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 08/08	GENERAL FUND	SPORTS	160.00
	HCE DROP IN 09/21	GENERAL FUND	SPORTS	240.00
	HCE DROP IN 09/26	GENERAL FUND	SPORTS	304.00
	HCE DROP IN 09/28	GENERAL FUND	SPORTS	176.00
	HCE DROP IN 10/01	GENERAL FUND	SPORTS	320.00
	HCE DROP IN 10/03	GENERAL FUND	SPORTS	336.00
	HCE DROP IN 10/08	GENERAL FUND	SPORTS	352.00
	HCE DROP IN 10/10	GENERAL FUND	SPORTS	288.00
	HCE BALL HANDLE & SHOOTING	GENERAL FUND	SPORTS	1,444.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	HCE SHOOTING STARS	GENERAL FUND	SPORTS	64.00
	HCE TRIPLE BUNDLE	GENERAL FUND	SPORTS	176.00
	HCE ATTACK SERIES	GENERAL FUND	SPORTS	272.00
	HCE BALLHANDLING	GENERAL FUND	SPORTS	168.00
	HCE TRAVEL BALL	GENERAL FUND	SPORTS	2,484.80
	HCE OPEN RUN	GENERAL FUND	SPORTS	<u>48.80</u>
			TOTAL:	7,313.60
JCL TRAFFIC SERVICES	RACE LOS AL TRAFFIC CONTRO	GENERAL FUND	SPECIAL EVENTS	3,850.00
	RACE LOS AL BOARDS BARRICA	GENERAL FUND	SPECIAL EVENTS	<u>3,030.00</u>
			TOTAL:	6,880.00
JHM SUPPLY, INC.	IRRIGATION REPAIRS HALL/CI	GENERAL FUND	PARK MAINTENANCE	23.72
	LITTLE COTTONWOOD REPAIR	GENERAL FUND	PARK MAINTENANCE	821.24
	BLDG IRRIGATION LEAK	GENERAL FUND	BUILDING MAINTENANCE	111.80
	IRRIGATION REPAIRS CITY HA	GENERAL FUND	BUILDING MAINTENANCE	<u>111.80</u>
			TOTAL:	1,068.56
JOSE MARTINEZ	PUBLIC WORKS CAR WASH	GARAGE FUND	GARAGE	45.00
	RECREATION CAR WASH	GARAGE FUND	GARAGE	145.00
	POLICE DEPT CAR WASH	GARAGE FUND	GARAGE	495.00
	CODE ENFORCEMENT CAR WASH	GARAGE FUND	GARAGE	90.00
	POLICE DEPT CAR WASH	GARAGE FUND	GARAGE	600.00
	CODE ENFORCEMENT CAR WASH	GARAGE FUND	GARAGE	90.00
	PUBLIC WORKS CAR WASH	GARAGE FUND	GARAGE	45.00
	POLICE DEPT CAR WASH	GARAGE FUND	GARAGE	<u>135.00</u>
			TOTAL:	1,645.00
K&S AIR CONDITIONING, INC.	A/C THERMOSTAT YOUTH CENTE	GENERAL FUND	BUILDING MAINTENANCE	<u>3,336.00</u>
			TOTAL:	3,336.00
KADA CONSULTING LLC	TRUNK OR TREAT BEVERAGE TR	GENERAL FUND	SPECIAL EVENTS	<u>600.00</u>
			TOTAL:	600.00
KIMBERLY ESMOND	PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	757.25
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	364.00
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	354.25
	POP STAR HIP HOP	GENERAL FUND	SPECIAL CLASSES	<u>221.00</u>
			TOTAL:	1,696.50
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE SEP 2023	GENERAL FUND	POLICE ADMINISTRATION	249.99
	PD COPIER MONTHLY USAGE	GENERAL FUND	POLICE ADMINISTRATION	<u>211.00</u>
			TOTAL:	460.99
LEAGUE OF CALIFORNIA CITIES	DOBY OC DIVISION MEETING	GENERAL FUND	CITY COUNCIL	30.00
	E NODA OC DIVISION MEETING	GENERAL FUND	RECREATION ADMINISTRAT	<u>30.00</u>
			TOTAL:	60.00
LIEBERT CASSIDY WHITMORE	LITIGATION SERVICES 09/202	GENERAL FUND	CITY ATTORNEY	<u>2,371.00</u>
			TOTAL:	2,371.00
LOS ALAMITOS AREA CHAMBER OF COMMERCE	CHAMBER MEMBERSHIP RENEWAL	GENERAL FUND	ADMINISTRATION	<u>250.00</u>
			TOTAL:	250.00
M&N COASTLINE AUTO & TIRE SERVICE	PD 48-5 2017 DODGE CHARGER	GARAGE FUND	GARAGE	<u>103.00</u>
			TOTAL:	103.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MCGRATH RENTCORP	09/27-10/26/2023 RENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>739.73</u>
			TOTAL:	739.73
MCLEAN ENTERPRISES, INC.	ENVELOPES REMAINING BALANC	GENERAL FUND	FINANCE	26.12
	BUSINESS CARD FOR GOSSETT	GENERAL FUND	PATROL	88.71
	DETECTIVE BUSINESS CARDS	GENERAL FUND	INVESTIGATION	177.42
	DR JACKETS	GENERAL FUND	RECORDS	469.78
	POSTCARDS PERMIT & ST SWEE	GENERAL FUND	COMMUNITY DEVEL ADMIN	669.30
	MAILING PERMIT & ST SWEEPI	GENERAL FUND	COMMUNITY DEVEL ADMIN	876.30
	CITY COUNCIL PARKING SIGNS	GENERAL FUND	BUILDING MAINTENANCE	311.36
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	62.27
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	51.35
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	303.72
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	303.72
	HALLOWEEN DECOR SUPPLIES	GENERAL FUND	SPECIAL EVENTS	890.39
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	292.79
	PINE STREAT CANOPY SIGN	AMERICAN RESCUE PL	NON - DEPARTMENTAL	<u>598.14</u>
			TOTAL:	5,121.37
MIKE RAAHAUGES SHOOTING ENTERPRISES	PISTOL RANGE FEES	GENERAL FUND	PATROL	<u>450.00</u>
			TOTAL:	450.00
NANCY K. BOHL INCORPORATED	CONTRACT SERVICES OCT 2023	GENERAL FUND	POLICE ADMINISTRATION	<u>1,100.00</u>
			TOTAL:	1,100.00
NEWPORT EXTERMINATING	RODENT CTRL/BAIT REFILL (1	GENERAL FUND	BUILDING MAINTENANCE	<u>60.00</u>
			TOTAL:	60.00
NORM'S AUTOMOTIVE CENTER, INC.	PD 48-4 2017 DODGE CHARGER	GARAGE FUND	GARAGE	305.56
	PD 48-8 2021 DODGE CHARGER	GARAGE FUND	GARAGE	54.95
	PD 48-6 2017 DODGE CHARGER	GARAGE FUND	GARAGE	49.95
	PD 48-8 S2 2021 DODGE DURA	GARAGE FUND	GARAGE	54.95
	2013 CHEVY CREW HYBRID (R	GARAGE FUND	GARAGE	<u>4,717.09</u>
			TOTAL:	5,182.50
ORANGE COUNTY TREASURER-TAX COLLECTOR	NPDES COST SHARE FY 23/24	GENERAL FUND	NPDES	23,758.10
	WATER QUALITY MGMT FY 23/2	GENERAL FUND	NPDES	<u>1,175.48</u>
			TOTAL:	24,933.58
OSTS INC.	HAZMAT SPILL TRAINING CLAS	GENERAL FUND	STREET MAINTENANCE	<u>587.00</u>
			TOTAL:	587.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK LITTLE CO	GENERAL FUND	PARK MAINTENANCE	<u>580.00</u>
			TOTAL:	580.00
PETTY CASH	MILEAGE REIMBURSE BOX WRAP	GENERAL FUND	NON-DEPARTMENTAL	19.91
	GIFT CERTS TASTE OF LOS AL	GENERAL FUND	COMMUNITY DEVEL ADMIN	42.75
	AMAZON PRIME CHARGE JUL 20	GENERAL FUND	RECREATION ADMINISTRAT	16.39
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	9.50
	PARK PROGRAM EXCURSION FEE	GENERAL FUND	PLAYGROUNDS	58.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	LAUNDRY DETERGENT	GENERAL FUND	SPORTS	7.99
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	STAFF SOCIAL PARKING FEE	GENERAL FUND	SPECIAL EVENTS	<u>30.00</u>
			TOTAL:	244.54

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PRINTMASTERS	RETRACTABLE BANNER	GENERAL FUND	ADMINISTRATION	165.00
	TRUNK OR TREAT SIGNAGE	GENERAL FUND	SPECIAL EVENTS	245.81
	TRUNK OR TREAT SIGNAGE	GENERAL FUND	SPECIAL EVENTS	<u>163.88</u>
			TOTAL:	574.69
PTS PROVIDERS INC	PAYPHONE SERVICES 11/2023	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>43.00</u>
			TOTAL:	43.00
REDFLEX TRAFFIC SYSTEMS, INC.	RED LIGHT CAMERAS SEPT 202	GENERAL FUND	TRAFFIC	10,887.54
	RED LIGHT CAMERAS OCT 2023	GENERAL FUND	TRAFFIC	<u>10,887.54</u>
			TOTAL:	21,775.08
SANBON PRO APPAREL	YOUTH VOLLEYBALL JERSEYS	GENERAL FUND	SPORTS	<u>1,389.98</u>
			TOTAL:	1,389.98
SCOTT ANTHONY WINNINGHAM	WINTER WONDERLAND PHOTO DI	GENERAL FUND	SPECIAL EVENTS	<u>406.14</u>
			TOTAL:	406.14
SHAWN WALTOWER - GUAVA GROOVE	KULA A'O UKULELE HOKULANI	GENERAL FUND	SPECIAL CLASSES	971.10
	GUAVA GROOVE UKULELE ADVAN	GENERAL FUND	SPECIAL CLASSES	<u>107.90</u>
			TOTAL:	1,079.00
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/STREET LIGHTS	GENERAL FUND	STREET MAINTENANCE	276.22
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	<u>118.75</u>
			TOTAL:	394.97
SOUTHERN CALIFORNIA GAS	3191 KATELLA AVE 4900 9	GENERAL FUND	BUILDING MAINTENANCE	115.92
	3614 FENLEY DR 6000 9	GENERAL FUND	BUILDING MAINTENANCE	14.79
	10911 OAK ST 5200 5	GENERAL FUND	BUILDING MAINTENANCE	<u>21.31</u>
			TOTAL:	152.02
SPECTRUM ENTERPRISE	SPECTRUM ENTERPRISE TV	GENERAL FUND	ADMINISTRATION	<u>70.62</u>
			TOTAL:	70.62
ST. OF CALIFORNIA DEPT. OF JUSTICE	LIVESCANS SEPT 2023	GENERAL FUND	NON-DEPARTMENTAL	<u>360.00</u>
			TOTAL:	360.00
THE FAMILY PLUMBER	COTTONWOOD PARK MAIN LINE	GENERAL FUND	PARK MAINTENANCE	195.00
	COTTONWOOD PARK RESTROOM	GENERAL FUND	BUILDING MAINTENANCE	<u>850.00</u>
			TOTAL:	1,045.00
TRIBE ATHLETICS LLC	STRENGTH AND AGILITY TRAIN	GENERAL FUND	SPECIAL CLASSES	<u>237.25</u>
			TOTAL:	237.25
TRINI ZENOVKA	SPECIAL EVENT SUPPLIES ELE	GENERAL FUND	SPECIAL EVENTS	<u>104.91</u>
			TOTAL:	104.91
ULINE, INC.	WAREHOUSE BLDG MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	<u>1,898.25</u>
			TOTAL:	1,898.25
V & V MANUFACTURING, INC.	BADGE 205,232 REPAIRS	GENERAL FUND	PATROL	<u>222.65</u>
			TOTAL:	222.65
VERIZON WIRELESS	CHIEF OF POLICE PHONE	GENERAL FUND	POLICE ADMINISTRATION	41.51
	MDC 1-8	GENERAL FUND	PATROL	306.08
	PD JETPACK 1-2	GENERAL FUND	PATROL	76.02

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	20 OFFICER CELLPHONES	GENERAL FUND	PATROL	835.20
	3 MOBILE ID READER	GENERAL FUND	PATROL	124.53
	2 POLICE 4GLTE SIM	GENERAL FUND	PATROL	90.04
	2 TRIAL MDCS	GENERAL FUND	PATROL	80.02
	4 DETECTIVE CELLPHONES	GENERAL FUND	INVESTIGATION	166.04
	CLO PHONE	GENERAL FUND	COMMUNITY OUTREACH	41.51
	2 CITY PHONES	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>103.26</u>
			TOTAL:	1,864.21
WAXIE'S ENTERPRISES INC.	SUPPLIES FOR BLDG	GENERAL FUND	BUILDING MAINTENANCE	1,300.01
	SUPPLIES FOR BLDG	GENERAL FUND	BUILDING MAINTENANCE	6,500.06
	SUPPLIES FOR BLDG	GENERAL FUND	BUILDING MAINTENANCE	<u>4,058.34</u>
			TOTAL:	11,858.41
WEST PUBLISHING CORPORATION	ONLINE SUBSCRIPTION SEP 20	GENERAL FUND	INVESTIGATION	<u>335.20</u>
			TOTAL:	335.20
WILLDAN ENGINEERING	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	9,920.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	12,196.00
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	4,902.00
	PLAN CHECK	GENERAL FUND	CITY ENGINEER	3,102.00
	BLOOMFIELD PMRF	GAS TAX	CAPITAL PROJECTS	108.00
	STREET MARKINGS	MEASURE M	CAPITAL PROJECTS	3,686.00
	BRIGGEMAN STREET WIDENING	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	<u>81.75</u>
			TOTAL:	33,995.75
WILLDAN FINANCIAL SERVICES	COST ALLOCATION PLAN 09/20	GENERAL FUND	ADMINISTRATION	<u>4,950.00</u>
			TOTAL:	4,950.00
WOODRUFF & SMART, APC	GENERAL ADVISORY	GENERAL FUND	CITY ATTORNEY	18,132.87
	LITIGATION SERVICES	GENERAL FUND	CITY ATTORNEY	8,737.85
	PROSECUTOR SERVICES	GENERAL FUND	CITY ATTORNEY	<u>3,822.00</u>
			TOTAL:	30,692.72
YING LIU	PORTRAIT WORKSHOP 07/02/20	GENERAL FUND	SPECIAL CLASSES	87.75
	PORTRAIT WORKSHOP 07/29/20	GENERAL FUND	SPECIAL CLASSES	<u>87.75</u>
			TOTAL:	175.50

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====

10	GENERAL FUND	245,199.06
20	GAS TAX	108.00
26	MEASURE M	3,686.00
44	TRAFFIC IMPROVEMENT	81.75
50	GARAGE FUND	18,023.08
53	TECHNOLOGY REPLACEMENT	3,201.43
56	AMERICAN RESCUE PLAN ACT	598.14
99	POOL CLEARING FUND	230.76

GRAND TOTAL:	271,128.22
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADLERHORST INTERNATIONAL LLC	K9 PURCHASE	GENERAL FUND	PATROL	<u>13,253.25</u>
			TOTAL:	13,253.25
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 10/15-10/2	GENERAL FUND	TRAFFIC	<u>7,346.20</u>
			TOTAL:	7,346.20
ALLIANT INSURANCE SERVICES, INC.	LIABILITY INSURANCE CC REN	GENERAL FUND	COMMUNITY SERVICES	<u>476.00</u>
			TOTAL:	476.00
AMERICAN RENTALS	CONCRETE HUMBOLT ST	GENERAL FUND	STREET MAINTENANCE	474.45
	CONCRETE KING ST	GENERAL FUND	STREET MAINTENANCE	<u>387.38</u>
			TOTAL:	861.83
AMERICAN SOCCER COMPANY, INC.	ADULT SOCCER- FIELD PAINT	GENERAL FUND	SPORTS	742.61
	ADULT SOCCER - FIELD PAINT	GENERAL FUND	SPORTS	1,899.32
	ADULT SOCCER - FIELD PAINT	GENERAL FUND	SPORTS	<u>1,899.32</u>
			TOTAL:	4,541.25
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL AT CITY PAR	GENERAL FUND	PARK MAINTENANCE	<u>490.00</u>
			TOTAL:	490.00
ARMIN ALEXANDER SKALMOWSKI	CLAIM SETTLEMENT A SKALMOW	SELF INSURANCE TRU	INSURANCE	<u>123.00</u>
			TOTAL:	123.00
BILLET BARN & CORAL INC	K9 KENNEL	GENERAL FUND	PATROL	<u>2,475.00</u>
			TOTAL:	2,475.00
BORDIN SEMMER, LLP	KEENAN & ASSOC VS CITY LOS	SELF INSURANCE TRU	INSURANCE	4,291.37
	KEENAN & ASSOC VS CITY LOS	SELF INSURANCE TRU	INSURANCE	<u>54,300.12</u>
			TOTAL:	58,591.49
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	OCT 2023: 1 BLOOD DRAW	GENERAL FUND	PATROL	<u>147.00</u>
			TOTAL:	147.00
CDW GOVERNMENT, INC.	ADOBE SUITE PURCHASE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>9,757.71</u>
			TOTAL:	9,757.71
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW AUGUST 2023	GENERAL FUND	NON-DEPARTMENTAL	155.00
	WQMP REVIEW AUGUST 2023	GENERAL FUND	NON-DEPARTMENTAL	310.00
	SERVICES SEPTEMBER 2023	GENERAL FUND	BUILDING INSPECTION	26,874.70
	WQMP REVIEW SVCS 09/2023	GENERAL FUND	NPDES	<u>967.50</u>
			TOTAL:	28,307.20
CINTAS CORPORATION NO. 2	10/2023 FIRST AID REFILL	GENERAL FUND	BUILDING MAINTENANCE	<u>1,926.97</u>
			TOTAL:	1,926.97
CIVICPLUS, LLC	CIVIC CLERK AGENDA MANAGEM	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>8,621.55</u>
			TOTAL:	8,621.55
CLEANSTREET	STREET SWEEPING 03/2023	GENERAL FUND	STREET MAINTENANCE	<u>9,463.99</u>
			TOTAL:	9,463.99
COLORADO FAMILY SUPPORT REGISTRY	ID # 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
COPPER BELLE INC	GOOD EVENING LOS AL CATERI	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,224.97

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>1,224.97</u>
COSTAR REALTY INFORMATION, INC.	REALTY DATA FOR NOV 2023	GENERAL FUND	ADMINISTRATION	<u>795.00</u>
			TOTAL:	795.00
COUNTY OF ORANGE TREASURER-TAX	OC FINGERPRINT AFIS NOV 20	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>431.00</u>
			TOTAL:	431.00
CROSSTOWN ELECTRICAL & DATA, INC.	09/2023 KATELLA & LOS AL	GENERAL FUND	STREET MAINTENANCE	585.00
	09/2023 CERRITOS & LOS AL	GENERAL FUND	STREET MAINTENANCE	780.00
	09/2023 CERRITOS & HUMBOL	GENERAL FUND	STREET MAINTENANCE	199.51
	09/2023 KATELLA & KAYLOR	GENERAL FUND	STREET MAINTENANCE	208.31
	PREVENTATIVE MAINT 10/23	GENERAL FUND	STREET MAINTENANCE	<u>1,228.50</u>
			TOTAL:	3,001.32
DANIELS TIRE SERVICE	2022 CHEVY TAHOE TIRES	GARAGE FUND	GARAGE	<u>1,936.64</u>
			TOTAL:	1,936.64
DARLENE MICHELET	CLAIM SETTLEMENT D. MICHEL	SELF INSURANCE TRU	INSURANCE	<u>5,396.19</u>
			TOTAL:	5,396.19
DATA TICKET, INC.	CREDIT FOR INV 156671	GENERAL FUND	NEIGHBORHOOD PRESERVAT	150.00-
	CITATION PROCESSING 09/202	GENERAL FUND	NEIGHBORHOOD PRESERVAT	<u>250.00</u>
			TOTAL:	100.00
ECOFERT, INC.	11/2023 LANDSCAPE MAINTENA	GENERAL FUND	PARK MAINTENANCE	<u>630.00</u>
			TOTAL:	630.00
EMERALD ISLE ENTERTAINMENT INC	1ST DEPOSIT ICE SKATING	GENERAL FUND	SPECIAL EVENTS	<u>7,347.50</u>
			TOTAL:	7,347.50
EWLES MATERIALS	KING ST CONCRETE DISPOSAL	GENERAL FUND	STREET MAINTENANCE	150.00
	HUMBOLT CONCRETE DISPOSAL	GENERAL FUND	STREET MAINTENANCE	150.00
	KING ST CONCRETE DISPOSAL	GENERAL FUND	STREET MAINTENANCE	<u>150.00</u>
			TOTAL:	450.00
FUSCOE ENGINEERING	PEA REPORT 08/2023	GENERAL FUND	NPDES	1,381.25
	PEA REPORT 09/2023	GENERAL FUND	NPDES	<u>5,374.75</u>
			TOTAL:	6,756.00
GALLS / QUARTERMASTER	K9 UNIFORMS FOR MARC NAVAR	GENERAL FUND	PATROL	342.77
	K9 UNIFORMS FOR MARC NAVAR	GENERAL FUND	PATROL	<u>505.06</u>
			TOTAL:	847.83
GANAHL LUMBER COMPANY	KING STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	42.78
	STREET SUPPLIES HUMBOLT ST	GENERAL FUND	STREET MAINTENANCE	44.87
	STREET MAINTENANCE SUPPLIE	GENERAL FUND	STREET MAINTENANCE	192.86
	POLICE DEPT SHELVES MATERI	GENERAL FUND	BUILDING MAINTENANCE	143.69
	REC LABELING FOR WIRING GE	GENERAL FUND	BUILDING MAINTENANCE	5.04
	POLICE DEPT PAINT REPAIR	GENERAL FUND	BUILDING MAINTENANCE	<u>18.05</u>
			TOTAL:	447.29
GEORGE HILLS COMPANY, INC.	SERVICE FLAT FEE 11/2023	GENERAL FUND	ADMINISTRATION	<u>1,291.67</u>
			TOTAL:	1,291.67
GOLDEN STAR TECHNOLOGY INC	EPSON SCANNER	GENERAL FUND	RECORDS	3,807.34

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	3,807.34
GRANITE CONSTRUCTION COMPANY	POTHOLE REPAIR	GENERAL FUND	STREET MAINTENANCE	1,529.50
			TOTAL:	1,529.50
HI-WAY SAFETY, INC.	STREET MAINTENANCE SIGNS	GENERAL FUND	STREET MAINTENANCE	371.38
	STREET MAINTENANCE SIGNS	GENERAL FUND	STREET MAINTENANCE	258.33
			TOTAL:	629.71
HIRSCH & ASSOCIATES, INC.	STERNS PARK PROJ BILL #6	GENERAL FUND	CAPITAL PROJECTS	9,145.00
	STERNS PARK PROJ BILL #7	GENERAL FUND	CAPITAL PROJECTS	13,450.00
			TOTAL:	22,595.00
HORESEMAN INC	BACKGROUND FOR GURZI	GENERAL FUND	NON-DEPARTMENTAL	1,200.00
	BACKGROUND CHECK	GENERAL FUND	NON-DEPARTMENTAL	1,200.00
			TOTAL:	2,400.00
IEEE	WAREHOUSE RENT 12/2023	GENERAL FUND	NON-DEPARTMENTAL	12,000.00
			TOTAL:	12,000.00
JARED E. LLOYD	HCE BALL HANDLING & SHOOTI	GENERAL FUND	SPORTS	812.00
	HCE SHOOTING STARS	GENERAL FUND	SPORTS	41.60
	HCE TRIPLE BUNDLE	GENERAL FUND	SPORTS	188.00
	HCE ATTACK SERIES	GENERAL FUND	SPORTS	168.00
	HCE BALLHANDLING	GENERAL FUND	SPORTS	308.00
	HCE TRAVEL BALL	GENERAL FUND	SPORTS	2,018.40
			TOTAL:	3,536.00
JOSE MARTINEZ	POLICE DEPT CAR WASH	GARAGE FUND	GARAGE	685.00
			TOTAL:	685.00
KEVIN & VICKY GARRETT TENNIS, INC.	PEEWEE TENNIS TUESDAY	GENERAL FUND	SPECIAL CLASSES	130.00
	YOUTH BEGINNING TENNIS TUE	GENERAL FUND	SPECIAL CLASSES	239.20
	YOUTH BEGINNING TENNIS WED	GENERAL FUND	SPECIAL CLASSES	289.90
	ADULT BEGINNING TENNIS WED	GENERAL FUND	SPECIAL CLASSES	274.30
	PEEWEE TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	215.15
	YOUTH BEGINNING TENNIS THU	GENERAL FUND	SPECIAL CLASSES	267.80
	YOUTH INTERMEDIATE TENNIS	GENERAL FUND	SPECIAL CLASSES	267.80
	PEEWEE TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	102.70
	YOUTH BEGINNING TENNIS SAT	GENERAL FUND	SPECIAL CLASSES	271.05
	YOUTH INTERMEDIATE TENNIS	GENERAL FUND	SPECIAL CLASSES	312.65
			TOTAL:	2,370.55
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	PD COPIER MONTHLY LEASE	GENERAL FUND	POLICE ADMINISTRATION	249.99
			TOTAL:	249.99
KONICA MINOLTA PREMIER	COPIER LEASE 11/2023-12/20	GENERAL FUND	FINANCE	576.46
	COPIER MAINT 11/2023-12/20	GENERAL FUND	FINANCE	472.00
			TOTAL:	1,048.46
LOS ALAMITOS AREA CHAMBER OF COMMERCE	DOBY HEROES LUNCHEON	GENERAL FUND	CITY COUNCIL	50.00
	DOBY CHAMBER NETWORK LUNCH	GENERAL FUND	CITY COUNCIL	25.00
	NEFULDA CHAMBER NETWORK LU	GENERAL FUND	CITY COUNCIL	25.00
	HASSELBRINK CHAMBER NETWOR	GENERAL FUND	CITY COUNCIL	25.00
	MUPRHY CHAMBER NETWORK LUN	GENERAL FUND	CITY COUNCIL	25.00
	HIBARD CHAMBER NETWORK LUN	GENERAL FUND	CITY COUNCIL	25.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	E.NODA CHAMBER NETWORK LUN	GENERAL FUND	CITY COUNCIL	25.00
	ACOSTA CHAMBER NETWORK LUN	GENERAL FUND	CITY COUNCIL	25.00
	SIMMONS HEROES LUNCHEON	GENERAL FUND	ADMINISTRATION	50.00
	QUINTANAR HEROES LUNCHEO	GENERAL FUND	ADMINISTRATION	50.00
	WILSON HEROES LUNCHEON	GENERAL FUND	ADMINISTRATION	50.00
	SISOEV HEROES LUNCHEON	GENERAL FUND	RECREATION ADMINISTRAT	<u>50.00</u>
			TOTAL:	425.00
LOWE'S	SEED SEEDER PARK REHAB	GENERAL FUND	PARK MAINTENANCE	<u>150.76</u>
			TOTAL:	150.76
MATRIX IMAGING PRODUCTS, INC.	LARGE FORMAT SCANNING	GENERAL FUND	PLANNING	523.44
	PREPARATION/SORTING	GENERAL FUND	PLANNING	176.00
	PICK UP AND DELIVERY	GENERAL FUND	PLANNING	<u>30.00</u>
			TOTAL:	729.44
MCKENZIE RICKS	SUGAR COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	<u>485.55</u>
			TOTAL:	485.55
MCLEAN ENTERPRISES, INC.	RESIDENT PERMIT & POSTCARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,746.56
	G MARTINEZ BUSINESS CARDS	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.35
	HOLIDAY DECORATING CONTEST	GENERAL FUND	SPECIAL EVENTS	671.89
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	<u>433.72</u>
			TOTAL:	2,903.52
MISC. VENDOR	CHRIS LEVEQUE	GENERAL FUND	NON-DEPARTMENTAL	588.00
	EMILY HIBARD	GENERAL FUND	CITY COUNCIL	43.75
	TRISHA MURPHY	GENERAL FUND	CITY COUNCIL	48.00
	CHET SIMMONS	GENERAL FUND	ADMINISTRATION	165.05
	JIM RICE	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>150.00</u>
			TOTAL:	994.80
MV CHENG ASSOCIATES, INC.	INTERIM HR DIRECTOR 10/23	GENERAL FUND	ADMINISTRATION	540.00
	INTERIM FINANCE MANAGER 10	GENERAL FUND	FINANCE	<u>11,495.00</u>
			TOTAL:	12,035.00
NEWPORT EXTERMINATING	EXTERIOR TREATED GENERAL P	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CTRL BAIT REFILL (1	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CTRL BAIT REFILL (2	GENERAL FUND	BUILDING MAINTENANCE	<u>60.00</u>
			TOTAL:	295.00
NEXUS HOLDING LLC	REPAIRS COMMUNITY CENTER D	GENERAL FUND	BUILDING MAINTENANCE	<u>584.00</u>
			TOTAL:	584.00
NORM'S AUTOMOTIVE CENTER, INC.	PD 48-7 2022 DODGE DURANGO	GARAGE FUND	GARAGE	<u>54.95</u>
			TOTAL:	54.95
NORTH STAR LAND CARE	LANDSCAPE MAINTENANCE 10/2	GENERAL FUND	PARK MAINTENANCE	<u>9,505.66</u>
			TOTAL:	9,505.66
OCTA	SYNCHRONIZATION PROJ REMAI	MEASURE M	CAPITAL PROJECTS	<u>364.02</u>
			TOTAL:	364.02
ORKIN SERVICES OF CALIFORNIA, INC.	PEST CONTROL OCT 2023	GENERAL FUND	BUILDING MAINTENANCE	<u>120.00</u>
			TOTAL:	120.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
OUR LOS AL	MANAGEMENT SERVICES 11/202	LOS ALAMITOS TV	LOS ALAMITOS TV	<u>2,083.33</u>
			TOTAL:	2,083.33
PACIFIC SECURED EQUITIES, INC.	ADMIN FEES -FLAT CONTRACT	GENERAL FUND	ADMINISTRATION	<u>1,181.95</u>
			TOTAL:	1,181.95
PAPER RECYCLING SPECIALISTS	SHREDDING 11/2023	GENERAL FUND	FINANCE	39.00
	SHREDDING 11/2023	GENERAL FUND	RECORDS	39.00
	SHREDDING 11/2023	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
PLANNING DIRECTOR'S ASSOC OF ORANGE CO	2023 HOLIDAY LUNCH DEV STA	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>200.00</u>
			TOTAL:	200.00
PRINTMASTERS	YOUTH SPORTS - BANNERS	GENERAL FUND	SPORTS	<u>371.45</u>
			TOTAL:	371.45
PRO FORCE LAW ENFORCEMENT	DEF MK-3 FIRST DEFENSE OC	GENERAL FUND	PATROL	<u>92.95</u>
			TOTAL:	92.95
RK SPORTS LLC	SOCCER & TBALL COMBO SPORT	GENERAL FUND	SPECIAL CLASSES	1,202.50
	SOCCER & TBALL COMBO SPORT	GENERAL FUND	SPECIAL CLASSES	802.75
	8-SPORT MULTI SPORT WITH S	GENERAL FUND	SPECIAL CLASSES	598.00
	8-SPORT MULTI SPORT WITH S	GENERAL FUND	SPECIAL CLASSES	<u>988.00</u>
			TOTAL:	3,591.25
ROCK SOUP EDU-TAINMENT INC	CUSTOMER SERVICE & DE-ESCA	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>2,500.00</u>
			TOTAL:	2,500.00
SAMYS CAMERA, INC	UPGRADE REC DRONE FAA REQU	GENERAL FUND	NON-DEPARTMENTAL	<u>4,248.73</u>
			TOTAL:	4,248.73
SANBON PRO APPAREL	STAFF UNIFORMS	GENERAL FUND	SPORTS	808.13
	STAFF UNIFORMS	GENERAL FUND	SPORTS	<u>765.03</u>
			TOTAL:	1,573.16
SCA OF CA LLC	STREET SWEEPING 04/2023	GENERAL FUND	STREET MAINTENANCE	9,463.99
	STREET SWEEPING 10/2023	GENERAL FUND	STREET MAINTENANCE	<u>9,463.99</u>
			TOTAL:	18,927.98
SECURE - A - DOOR	CIVIC CTR PKG LOT GATE REP	GENERAL FUND	BUILDING MAINTENANCE	<u>300.00</u>
			TOTAL:	300.00
SELECTSPACE PARTITIONS	SUPPLIES LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	<u>193.95</u>
			TOTAL:	193.95
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	CONCRETE MIX	GENERAL FUND	STREET MAINTENANCE	104.63
	EXTRA CONCRETE KING ST REP	GENERAL FUND	STREET MAINTENANCE	34.87
	CREDIT FOR SUPPLIES 10/202	GENERAL FUND	PARK MAINTENANCE	139.45-
	CREDIT FOR INV 106910	GENERAL FUND	PARK MAINTENANCE	134.68-
	COTTONWOOD SEEDING	GENERAL FUND	PARK MAINTENANCE	49.16
	PARK FERTILIZER	GENERAL FUND	PARK MAINTENANCE	1,028.35

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WOOD CHIPS FOR CITY PARKS	GENERAL FUND	PARK MAINTENANCE	30.55
	COTTONWOOD PARK WOOD CHIPS	GENERAL FUND	PARK MAINTENANCE	<u>7.34</u>
	TOTAL:			980.77
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/STREET LIGHTS	GENERAL FUND	STREET MAINTENANCE	17,959.26
	PARKS	GENERAL FUND	PARK MAINTENANCE	327.55
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	466.24
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	100.87-
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	7,960.25
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	<u>6,101.50</u>
	TOTAL:			32,713.93
SPECTRUM ENTERPRISE	SPECTRUM ENTERPRISE INTERN	GENERAL FUND	ADMINISTRATION	1,734.00
	SPECTRUM ENTERPRISE VOICE	GENERAL FUND	ADMINISTRATION	<u>212.76</u>
	TOTAL:			1,946.76
ST. OF CALIFORNIA DEPT. OF JUSTICE	NON-EMPLOYEE FINGERPRINTIN	GENERAL FUND	NON-DEPARTMENTAL	<u>96.00</u>
	TOTAL:			96.00
STOVER SEED COMPANY	PARK REHAB MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	<u>6,227.25</u>
	TOTAL:			6,227.25
SUZANNE ROADY-ROSS	TA'I CHI CHIH BEG/INT	GENERAL FUND	SPECIAL CLASSES	<u>286.00</u>
	TOTAL:			286.00
THE CONVERSE PROFESSIONAL GROUP	COMM CTR PROF SVCS 09-10/2	GENERAL FUND	BUILDING MAINTENANCE	3,862.78
	YOUTH CTR PROF SVCS 09-10/	GENERAL FUND	BUILDING MAINTENANCE	<u>3,825.30</u>
	TOTAL:			7,688.08
THE WALKING MAN INC	DISTRIBUTE DOOR HANGER SUR	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>1,500.00</u>
	TOTAL:			1,500.00
TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING SERVICES 10/23	GENERAL FUND	ADMINISTRATION	4,000.00
	CONSULTING SERVICES 11/23	GENERAL FUND	ADMINISTRATION	<u>4,000.00</u>
	TOTAL:			8,000.00
TRACY MILLER CONSULTING, INC.	COMMUNICATION CONSULT 09/2	GENERAL FUND	ADMINISTRATION	6,000.00
	COMMUNICATION CONSULT 10/2	GENERAL FUND	ADMINISTRATION	<u>5,500.00</u>
	TOTAL:			11,500.00
TRUTH BE TOLD POLYGRAPGH, LLC	(4) PRE-EMPLOYMENT POLYGRA	GENERAL FUND	NON-DEPARTMENTAL	<u>1,000.00</u>
	TOTAL:			1,000.00
U.S. BANK	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	48.59
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	112.60
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	170.52
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	51.49
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	125.98
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	115.82
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	8.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	96.18
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	219.48
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	29.34
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	80.44
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	38.03
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	29.96

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	137.35
	RECORD RETENTION	GENERAL FUND	NON-DEPARTMENTAL	209.72
	STORAGE CONTAINERS	GENERAL FUND	NON-DEPARTMENTAL	1,250.25
	STORAGE CONTAINERS	GENERAL FUND	NON-DEPARTMENTAL	176.52
	DOBY LOCC HOTEL ROOM	GENERAL FUND	CITY COUNCIL	250.05
	HIBARD CYPRESS MAYOR'S PRA	GENERAL FUND	CITY COUNCIL	30.00
	MURPHY CRIME SURVIVOR INC	GENERAL FUND	CITY COUNCIL	246.06
	MURPHY CYPRESS WOMEN'S CON	GENERAL FUND	CITY COUNCIL	26.95
	REFUND:DOBY GUEST CRYSTAL	GENERAL FUND	CITY COUNCIL	302.77-
	REFUND:DOBY CRYSTAL HEART	GENERAL FUND	CITY COUNCIL	33.00-
	CHAMBERS DRY CLEAN TABLE	GENERAL FUND	ADMINISTRATION	32.00
	MONTHLY SUB ILLUSTRATOR &	GENERAL FUND	ADMINISTRATION	59.98
	CALPERS PARKING	GENERAL FUND	ADMINISTRATION	40.00
	CALPERS PARKING	GENERAL FUND	ADMINISTRATION	40.00
	CALPERS PARKING	GENERAL FUND	ADMINISTRATION	27.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	51.97
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	49.09
	MONTHLY SUB OC REGISTER	GENERAL FUND	ADMINISTRATION	26.00
	SUPPLIES	GENERAL FUND	ADMINISTRATION	27.29
	SUPPLIES	GENERAL FUND	ADMINISTRATION	252.48
	ANNUAL MEMBERSHIP FEE	GENERAL FUND	ADMINISTRATION	250.00
	ANNUAL MEMBERSHIP FEE	GENERAL FUND	ADMINISTRATION	125.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	28.85
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	75.71
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	37.67
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	43.43
	STAFF MEAL RECORDS MGMT DA	GENERAL FUND	ADMINISTRATION	849.56
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	68.07
	REFUND OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	54.32-
	REFUND OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	13.75-
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	195.72
	QUINTANAR CITY CLERK LAW C	GENERAL FUND	ADMINISTRATION	550.00
	ANNUAL GRAPHIC LICENSE FEE	GENERAL FUND	ADMINISTRATION	119.99
	SUPPLIES	GENERAL FUND	ADMINISTRATION	40.59
	CITY MANAGER'S CONFERENCE	GENERAL FUND	ADMINISTRATION	750.00
	SUPPLIES	GENERAL FUND	ADMINISTRATION	16.38
	COMMISIONERS GIFT CARD APP	GENERAL FUND	ADMINISTRATION	750.00
	SUPPLIES	GENERAL FUND	ADMINISTRATION	45.87
	SIMMONS CITY MGR CONFERENC	GENERAL FUND	ADMINISTRATION	750.00
	DRINKS RECORD MGMT DAY	GENERAL FUND	ADMINISTRATION	55.39
	DESSERTS RECORD MGMT DAY	GENERAL FUND	ADMINISTRATION	65.54
	SUPPLIES	GENERAL FUND	ADMINISTRATION	64.18
	SUPPLIES	GENERAL FUND	ADMINISTRATION	70.30
	CONTRACTUAL SERVICES	GENERAL FUND	FINANCE	25.00
	CONTRACTUAL SERVICES	GENERAL FUND	FINANCE	10.00
	SUPPLIES	GENERAL FUND	FINANCE	7.09
	SUPPLIES	GENERAL FUND	FINANCE	76.63
	TRAVEL AND TRAINING	GENERAL FUND	FINANCE	298.00
	SUPPLIES	GENERAL FUND	FINANCE	18.85
	SUPPLIES	GENERAL FUND	FINANCE	7.38
	SUPPLIES	GENERAL FUND	FINANCE	17.76
	SUPPLIES	GENERAL FUND	FINANCE	26.53
	SUPPLIES	GENERAL FUND	FINANCE	20.75
	SUPPLIES	GENERAL FUND	FINANCE	39.59
	SUPPLIES	GENERAL FUND	FINANCE	38.88
	SHIPPING CHARGES	GENERAL FUND	POLICE ADMINISTRATION	5.92

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SHIPPING CHARGES	GENERAL FUND	POLICE ADMINISTRATION	13.69
	CONFERENCE PARKING CHARGE	GENERAL FUND	POLICE ADMINISTRATION	55.00
	SUPPLIES FOR INTERVIEWS	GENERAL FUND	POLICE ADMINISTRATION	65.58
	SUPPLIES FOR INTERVIEWS	GENERAL FUND	POLICE ADMINISTRATION	12.89
	SUPPLIES FOR INTERVIEWS	GENERAL FUND	POLICE ADMINISTRATION	31.43
	SUPPLIES FOR INTERVIEWS	GENERAL FUND	POLICE ADMINISTRATION	26.44
	SUPPLIES FOR INTERVIEWS	GENERAL FUND	POLICE ADMINISTRATION	142.31
	REFUND FOR SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	28.00-
	REFUND FOR OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	56.41-
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	296.91
	TABLECLOTHS	GENERAL FUND	POLICE ADMINISTRATION	16.00
	FRAUDULENT CHARGE	GENERAL FUND	POLICE ADMINISTRATION	28.00
	REFUND FOR OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	296.91-
	WEBCAM	GENERAL FUND	POLICE ADMINISTRATION	37.87
	RECRUITMENT SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	43.69
	LODGING IACP CONFERENCE	GENERAL FUND	POLICE ADMINISTRATION	1,044.69
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	302.68
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	43.61
	K-9 SUPPLIES	GENERAL FUND	PATROL	260.37
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	12.17
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	102.83
	OFFICE SUPPLIES	GENERAL FUND	PATROL	29.78
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	110.76
	PD CAR WASHES	GENERAL FUND	PATROL	253.60
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	51.21
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	60.40
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	8.84
	REFUND KITCHEN SUPPLIES	GENERAL FUND	PATROL	0.10-
	OFFICE SUPPLIES	GENERAL FUND	PATROL	132.29
	REFUND FOR KITCHEN SUPPLIE	GENERAL FUND	PATROL	35.99-
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	17.69
	OFFICE SUPPLIES	GENERAL FUND	PATROL	15.28
	PEER SUPPORT TRAINING	GENERAL FUND	RECORDS	250.00
	DR FILE FOLDERS	GENERAL FUND	RECORDS	460.20
	MONTHLY SUBSCRIPTION	GENERAL FUND	RECORDS	8.70
	STICKERS FOR CASE FILES	GENERAL FUND	RECORDS	52.41
	STICKERS CASE FILES	GENERAL FUND	RECORDS	76.88
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	28.38
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	314.86
	SPECIAL EVENTS SUPPLY SHED	GENERAL FUND	COMMUNITY OUTREACH	435.91
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	85.44
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	178.43
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	31.67
	CHILD RIDE ALONG	GENERAL FUND	COMMUNITY OUTREACH	16.70
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	58.98
	LOCK FOR SUPPLY SHED	GENERAL FUND	COMMUNITY OUTREACH	15.83
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	107.94
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	116.90
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	26.77
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	7.65
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	45.00
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	26.00
	TRAINING SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	34.27
	EOC SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	46.16
	EOC SUPPLUIES	GENERAL FUND	EMERGENCY PREPAREDNESS	27.78
	SUPPLIES FOR INTERVIEWS	GENERAL FUND	EMERGENCY PREPAREDNESS	10.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	151.99
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	46.09
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	8.72
	REVIVE LOGO PHOTO	GENERAL FUND	COMMUNITY DEVEL ADMIN	12.00
	ROSSMOOR LIVING AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	825.00
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	54.06
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	36.48
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	24.99
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	60.99
	SWAG	GENERAL FUND	COMMUNITY DEVEL ADMIN	31.68
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.00
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.00
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	9.28
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	YOUTUBE TV 09/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	SUPPLIES ORDER 10/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	195.46
	PANELIST LUNCH	GENERAL FUND	COMMUNITY DEVEL ADMIN	30.24
	SUPPLIES ORDER 10/2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	38.76
	NODA SCAG ECONOMIC SUMMIT	GENERAL FUND	COMMUNITY DEVEL ADMIN	200.00
	IRVING SCAG ECONOMIC SUMMI	GENERAL FUND	COMMUNITY DEVEL ADMIN	100.00
	TRUNK OR TREAT DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	27.79
	CAL CITIES CITY MGR CONFER	GENERAL FUND	COMMUNITY DEVEL ADMIN	600.00
	HILL CODE ENFORCEMENT TRAI	GENERAL FUND	COMMUNITY DEVEL ADMIN	500.00
	TRINI RETIREMENT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	19.62
	PUMPKIN DECOR DEV SERVICES	GENERAL FUND	COMMUNITY DEVEL ADMIN	60.81
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	5.51
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	21.85
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.00
	TASTE OF LOS AL GIFT CARD (	GENERAL FUND	COMMUNITY DEVEL ADMIN	60.00
	TRUNK OR TREAT BATTERIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	29.99
	PUBLIC WORKS PANEL LUNCH	GENERAL FUND	COMMUNITY DEVEL ADMIN	68.28
	TRUNK OR TREAT DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	24.99
	MAINT WORKER INTERVIEW PAN	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	FALL SUPPLIES DEV SERVICES	GENERAL FUND	COMMUNITY DEVEL ADMIN	60.99
	COMMDEV MEETING	GENERAL FUND	COMMUNITY DEVEL ADMIN	26.75
	COMMDEV MEETING	GENERAL FUND	COMMUNITY DEVEL ADMIN	54.15
	TASTE OF LOS AL CANDY	GENERAL FUND	COMMUNITY DEVEL ADMIN	27.42
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	21.85
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.00
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	179.92
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	100.04
	COMMDEV SNACKS/DRINKS	GENERAL FUND	COMMUNITY DEVEL ADMIN	595.14
	RETURN BUSINESS ENVELOPES	GENERAL FUND	COMMUNITY DEVEL ADMIN	27.30-
	TRUNK OR TREAT PAINT	GENERAL FUND	COMMUNITY DEVEL ADMIN	29.33
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	57.54
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	54.61
	INK FOR PUBLIC WORKS PRINT	GENERAL FUND	COMMUNITY DEVEL ADMIN	218.89

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TRUNK OR TREAT PAINT	GENERAL FUND	COMMUNITY DEVEL ADMIN	15.14
	TRUNK OR TREAT DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	19.64
	BLDG&SAFETY COUNTER ORGANI	GENERAL FUND	COMMUNITY DEVEL ADMIN	56.69
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	9.77
	COMMDEV SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.19
	TRUNK OR TREAT DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	49.21
	TASTE OF LOS AL GIFT CARD (	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.00
	TASTE OF LOS AL GIFT CARD (	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.00
	TASTE OF LOS AL GIFT CARD (	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	10.00
	TASTE OF LOS AL GIFT CARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	10.00
	TASTE OF LOS AL GIFT CARD (	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.00
	TASTE OF LOS AL ACTIVITY	GENERAL FUND	COMMUNITY DEVEL ADMIN	21.80
	TASTE OF LOS AL CANDY	GENERAL FUND	COMMUNITY DEVEL ADMIN	397.01
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	8.65
	RETURN BLDG&SAFETY COUNTER	GENERAL FUND	COMMUNITY DEVEL ADMIN	56.69-
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	24.89
	TASTE OF LOS AL GIFT CARDS	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	TASTE OF LOS AL GIFT CARDS	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.00
	TASTE OF LOS AL GIFT CARDS	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.00
	TASTE OF LOS AL GIFT CARDS	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.00
	LOS AL CHAMBER EVENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	25.00
	PROF. MEMBERSHIP DUES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	100.00
	PARTS FOR HYDRO WATER PUMP	GENERAL FUND	STREET MAINTENANCE	46.52
	PUBLIC WORKS RADIOS	GENERAL FUND	STREET MAINTENANCE	325.57
	HYDRO WATER PUMP FLOODING	GENERAL FUND	STREET MAINTENANCE	1,258.55
	CAUTION SIGNAGE FOR VEHICL	GENERAL FUND	STREET MAINTENANCE	191.28
	ICLOUD STORAGE 10/2023	GENERAL FUND	STREET MAINTENANCE	2.99
	NORTHERN TOOL MEMBER RETUR	GENERAL FUND	STREET MAINTENANCE	43.69-
	WATER PUMP HOSE KIT	GENERAL FUND	PARK MAINTENANCE	1,356.06
	BLDG SUPPLIES CLEANING EQU	GENERAL FUND	BUILDING MAINTENANCE	703.61
	BLDG SUPPLIES FOR POLICE D	GENERAL FUND	BUILDING MAINTENANCE	226.98
	TRASH LINER FOR TRIALER OF	GENERAL FUND	BUILDING MAINTENANCE	43.70
	POLICE DEPT LIGHTING	GENERAL FUND	BUILDING MAINTENANCE	132.34
	CITY FLAGS	GENERAL FUND	BUILDING MAINTENANCE	197.63
	AC HOSE TRAILER AND PRESCH	GENERAL FUND	BUILDING MAINTENANCE	39.60
	POLICE DEPT SHELVING SUPPL	GENERAL FUND	BUILDING MAINTENANCE	77.99
	BLDG SUPPLIES - TRAILER	GENERAL FUND	BUILDING MAINTENANCE	128.04
	CHAMBER LUNCHEON	GENERAL FUND	ECONOMIC DEVELOPMENT	25.00
	ECONOMIC DEVELOPMENT TRAIN	GENERAL FUND	ECONOMIC DEVELOPMENT	900.00
	STAFF RECOGNITION AWARDS	GENERAL FUND	RECREATION ADMINISTRAT	36.00
	FRAME FOR RETIREMENT	GENERAL FUND	RECREATION ADMINISTRAT	236.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	31.45
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	75.27
	CLEANING SUPPLIES RECORD R	GENERAL FUND	RECREATION ADMINISTRAT	10.91
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	16.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	60.43
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	173.43
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	100.43
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	67.68
	DIRECTOR'S ACADEMY LODGING	GENERAL FUND	RECREATION ADMINISTRAT	314.97
	PICKLEBALL TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	100.00
	EMPLOYEE OF THE QUARTER	GENERAL FUND	RECREATION ADMINISTRAT	5.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	108.10
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	66.38
	DIRECT TV EOC	GENERAL FUND	RECREATION ADMINISTRAT	60.99

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LOCC HOTEL	GENERAL FUND	RECREATION ADMINISTRAT	242.85
	LOCC HOTEL	GENERAL FUND	RECREATION ADMINISTRAT	370.66
	APPLE ICLOUD STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	TRAVEL AND TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	587.94
	TRAVEL AND TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	25.00
	FACILITY RENTAL DRY CLEANI	GENERAL FUND	COMMUNITY SERVICES	280.00
	FALL DAY CAMP CRAFT SUPPLI	GENERAL FUND	DAY CAMP	29.63
	FALL DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	147.65
	PRESCHOOL RUGS	GENERAL FUND	DAY CAMP	389.95
	YOUTH VOLLEYBALL OFFICIAL	GENERAL FUND	SPORTS	20.75
	YOUTH FOOTBALL TROPHIES	GENERAL FUND	SPORTS	85.95
	YOUTH SPORTS ICE PACKS	GENERAL FUND	SPORTS	21.84
	TV CART REPLACEMENT	GENERAL FUND	SPORTS	371.42
	ADULT SOCCER 2023 CHAMPION	GENERAL FUND	SPORTS	200.00
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	25.12
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	47.40
	TRICK OR TREAT PRESCHOOL	GENERAL FUND	SPECIAL CLASSES	135.19
	TRICK OR TREATS PRESCHOOL	GENERAL FUND	SPECIAL CLASSES	73.08
	TRICK OR TREATS PRESCHOOL	GENERAL FUND	SPECIAL CLASSES	42.35
	PRESCHOOL RUGS	GENERAL FUND	SPECIAL CLASSES	390.96
	LIL OAK FIELD TRIP TICKETS	GENERAL FUND	SPECIAL CLASSES	312.00
	LIL OAK FIELD TRIP TICKETS	GENERAL FUND	SPECIAL CLASSES	298.00
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	4.08
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	494.40
	CELEBRATE LOS AL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	40.00
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	471.84
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	273.31
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	137.32
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	291.58
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	31.47
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	9.58
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	60.00
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	120.00
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	1,334.46
	WOMEN'S CONFERENCE SUPPLIE	GENERAL FUND	SPECIAL EVENTS	152.00
	WOMEN'S CONFERENCE GOODIE	GENERAL FUND	SPECIAL EVENTS	509.52
	WOMEN'S CONFERENCE GOODIE	GENERAL FUND	SPECIAL EVENTS	422.68
	WOMEN'S CONFERENCE GOODIE	GENERAL FUND	SPECIAL EVENTS	827.35
	WINTER WONDERLAND ROPE LIG	GENERAL FUND	SPECIAL EVENTS	130.50
	WINTER WONDERLAND GLOW ITE	GENERAL FUND	SPECIAL EVENTS	216.27
	WINTER WONDERLAND GLOW ITE	GENERAL FUND	SPECIAL EVENTS	48.04
	WINTER WONDERLAND CRAFT GI	GENERAL FUND	SPECIAL EVENTS	253.42
	PARTY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	105.70
	PARTY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	62.17
	TRUNK OR TREAT	GENERAL FUND	SPECIAL EVENTS	157.71
	TRUNK OR TREAT	GENERAL FUND	SPECIAL EVENTS	49.14
	TRUNK OR TREAT	GENERAL FUND	SPECIAL EVENTS	157.20
	WOMEN'S CONFERENCE CENTER	GENERAL FUND	SPECIAL EVENTS	283.82
	STAFF SOCIAL GROUP GAME	GENERAL FUND	SPECIAL EVENTS	46.65
	STAFF SOCIAL ART CRAFT	GENERAL FUND	SPECIAL EVENTS	135.39
	WOMEN'S CONFERENCE CENTER	GENERAL FUND	SPECIAL EVENTS	22.02
	WOMEN'S CONFERENCE CENTER	GENERAL FUND	SPECIAL EVENTS	149.43
	WOMEN'S CONFERENCE CENTER	GENERAL FUND	SPECIAL EVENTS	105.62
	STAFF SOCIAL FOOD	GENERAL FUND	SPECIAL EVENTS	253.21
	STAFF SOCIAL FOOD	GENERAL FUND	SPECIAL EVENTS	87.32
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	136.42

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	RACE LOS AL - TIMING	GENERAL FUND	SPECIAL EVENTS	1,500.00
	RACE LOS AL - TIMING	GENERAL FUND	SPECIAL EVENTS	1,021.34
	RACE LOS AL - MARKETING AD	GENERAL FUND	SPECIAL EVENTS	169.99
	SERVE LOS AL - BURRITOS	GENERAL FUND	SPECIAL EVENTS	499.15
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	220.04
	WOMEN'S CONFERENCE	GENERAL FUND	SPECIAL EVENTS	133.24
	SANTA CALLS - MAILBOX	GENERAL FUND	SPECIAL EVENTS	142.22
	HALLOWEEN DECORATING	GENERAL FUND	SPECIAL EVENTS	215.50
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	11.27
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	49.58
	TRUNK OR TREAT REFUND	GENERAL FUND	SPECIAL EVENTS	11.27-
	TRUNK OR TREAT	GENERAL FUND	SPECIAL EVENTS	32.81
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	112.20
	TRUNK OR TREAT TRAIN DECOR	GENERAL FUND	SPECIAL EVENTS	198.23
	TRUNK OR TREAT PRIZES	GENERAL FUND	SPECIAL EVENTS	50.00
	TRUNK OR TREAT EVENT SUPPL	GENERAL FUND	SPECIAL EVENTS	420.70
	TRUNK OR TREAT EVENT SUPPL	GENERAL FUND	SPECIAL EVENTS	80.80
	TRUNK OR TREAT DECOR	GENERAL FUND	SPECIAL EVENTS	14.31
	TRUNK OR TREAT CARNIVAL GA	GENERAL FUND	SPECIAL EVENTS	22.27
	TRUNK OR TREAT PHOTO AREA	GENERAL FUND	SPECIAL EVENTS	14.73
	TRUNK OR TREAT HAY PUMPKIN	GENERAL FUND	SPECIAL EVENTS	131.07
	TRUNK OR TREAT PIE EATING	GENERAL FUND	SPECIAL EVENTS	5.49
	TRUNK OR TREAT PIE CONTEST	GENERAL FUND	SPECIAL EVENTS	45.89
	TRUNK OR TREAT TRAIN RIDE	GENERAL FUND	SPECIAL EVENTS	721.00
	TRUNK OR TREAT BEVERAGE GA	GENERAL FUND	SPECIAL EVENTS	166.93
	TRUNK OR TREAT STAFF LUNCH	GENERAL FUND	SPECIAL EVENTS	270.06
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	288.26
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	32.21
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	19.85
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	180.43
	MOVE POD BACK TO PINE STRE	AMERICAN RESCUE PL NON -	DEPARTMENTAL	228.91
	RETURN TABLE COVERS PINEST	AMERICAN RESCUE PL NON -	DEPARTMENTAL	85.08-
			TOTAL:	46,247.26
UNDERGROUND SERVICE ALERT OF SO CAL	MONTHLY DATABASE MAINT 11/	GENERAL FUND	STREET MAINTENANCE	38.00
			TOTAL:	38.00
UNITED HOME REMODELING INC.	POLICE DEPT DEMO 50% PYMT	GENERAL FUND	BUILDING MAINTENANCE	18,600.00
	POLICE DEPT DEMO 50% PYMT	GENERAL FUND	BUILDING MAINTENANCE	18,600.00
			TOTAL:	37,200.00
UNITED PAVING CO	RETENTION PAYMENT	GENERAL FUND	NON-DEPARTMENTAL	7,571.87
			TOTAL:	7,571.87
V & V MANUFACTURING, INC.	DETECTIVE BADGE 48	GENERAL FUND	INVESTIGATION	110.27
			TOTAL:	110.27
VERIZON WIRELESS	EMERGENCY PREP PHONES	GENERAL FUND	EMERGENCY PREPAREDNESS	166.04
	ADMIN PHONES	GENERAL FUND	COMMUNITY DEVEL ADMIN	306.62
	COMM DEV PHONES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	81.92
	PUBLIC WORKS PHONES	GENERAL FUND	STREET MAINTENANCE	331.68
			TOTAL:	886.26
WEST COAST ARBORISTS, INC.	TREE MAINTENANCE 09/2023	GENERAL FUND	STREET MAINTENANCE	9,676.00
	TREE MAINTENANCE PLANT	GENERAL FUND	STREET MAINTENANCE	22,192.00
	TREE MAINTENANCE 10/2023	GENERAL FUND	PARK MAINTENANCE	763.50

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	32,631.50
WEST PUBLISHING CORPORATION	ONLINE/SOFTWARE SUB 10/202 GENERAL FUND		INVESTIGATION	335.20
			TOTAL:	335.20

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

10	GENERAL FUND	402,280.29
26	MEASURE M	364.02
28	LOS ALAMITOS TV	2,083.33
50	GARAGE FUND	2,676.59
53	TECHNOLOGY REPLACEMENT	18,379.26
54	SELF INSURANCE TRUST	64,110.68
56	AMERICAN RESCUE PLAN ACT	143.83
99	POOL CLEARING FUND	230.76

GRAND TOTAL:	490,268.76
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADMSURE	WORKER'S COMP CLAIM 10/202	SELF INSURANCE TRU	INSURANCE	<u>411.82</u>
			TOTAL:	411.82
ALAN MCCLINTOCK	MOBILE SERVER FOR PD	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>2,878.00</u>
			TOTAL:	2,878.00
ANDREW HILLSEY	FORMER YOUTH CENTER BLDG P	GENERAL FUND	BUILDING MAINTENANCE	<u>7,500.00</u>
			TOTAL:	7,500.00
CANON FINANCIAL SERVICES, INC.	BW & CL METER USAGE 10/202	GENERAL FUND	RECREATION ADMINISTRAT	<u>505.24</u>
			TOTAL:	505.24
CHARLES ABBOTT ASSOCIATES, INC.	CHARLES ABBOTT ASSOCIATES,	GENERAL FUND	NON-DEPARTMENTAL	155.00
	WQMP REVIEW SVCS 09/2023	GENERAL FUND	NPDES	<u>940.00</u>
			TOTAL:	1,095.00
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
ELITE SPECIAL EVENT, INC.	2ND DEPOSIT WINTER WONDER	GENERAL FUND	SPECIAL EVENTS	<u>6,925.00</u>
			TOTAL:	6,925.00
EMERALD ISLE ENTERTAINMENT INC	2ND DEPOSIT ICE SKATING	GENERAL FUND	SPECIAL EVENTS	<u>7,347.50</u>
			TOTAL:	7,347.50
EVERBRIDGE, INC.	SUBSCRIPTION 09/15-09/14/2	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>4,000.00</u>
			TOTAL:	4,000.00
FRONTIER COMMUNICATIONS	JAIL ALARM 11/2023	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>363.05</u>
			TOTAL:	363.05
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	2,536.82
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	1,245.28
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	<u>1,069.33</u>
			TOTAL:	4,851.43
HIRSCH & ASSOCIATES, INC.	SCHEMATIC DESIGN JFTB	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>7,500.00</u>
			TOTAL:	7,500.00
K&S AIR CONDITIONING, INC.	A/C THERMOSTAT POLICE DEPA	GENERAL FUND	BUILDING MAINTENANCE	<u>460.60</u>
			TOTAL:	460.60
LAURA COLE	TRANSPARENCY ADVISING NOV	GENERAL FUND	NON-DEPARTMENTAL	<u>3,000.00</u>
			TOTAL:	3,000.00
LIEBERT CASSIDY WHITMORE	GENERAL SERVICES10/2023	GENERAL FUND	CITY ATTORNEY	822.00
	GENERAL SERVICES10/2023	GENERAL FUND	CITY ATTORNEY	<u>85.00</u>
			TOTAL:	907.00
LOS ALTOS TROPHY	NAME PLATE GRANFLOR (2)	GENERAL FUND	ADMINISTRATION	<u>21.85</u>
			TOTAL:	21.85
M&N COASTLINE AUTO & TIRE SERVICE	CHIEFS CAR '22 CHEVY TAHOE	GARAGE FUND	GARAGE	<u>137.96</u>
			TOTAL:	137.96
MISC. VENDOR SOVANDANY WANG	SOVANDANY WANG:TRAINING CO	GENERAL FUND	FINANCE	100.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	100.00
PRINTMASTERS	YOUTH SPORTS - BANNERS	GENERAL FUND	SPORTS	148.58
			TOTAL:	148.58
QUADIENT LEASING USA, INC	QUADIENT LEASE 12/2023-03/	GENERAL FUND	FINANCE	706.62
			TOTAL:	706.62
SAFEGUARD BUSINESS SYSTEMS INC.	W-2 SUPPLIES & 1099 SUPPLI	GENERAL FUND	FINANCE	553.70
			TOTAL:	553.70
SDI PRESENCE LLC	IT SUPPORT SERVICES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	SENTINELONE CTRL 10/2023	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	390.91
	T&M IT SUPPORT SERVICES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	4,892.50
	CLOUD BACKUP 10/2023	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,147.50
			TOTAL:	12,301.91
SPECTRUM ENTERPRISE	SPECTRUM TV 11/15-12/15/23	GENERAL FUND	ADMINISTRATION	70.62
	CABLE SERVICE 10/2-12/1/20	GENERAL FUND	COMMUNICATIONS TECHNOL	279.70
			TOTAL:	350.32
V & V MANUFACTURING, INC.	DETECTIVE BADGE 237	GENERAL FUND	INVESTIGATION	61.13
			TOTAL:	61.13
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	11,483.78
	TAX CREDIT	GARAGE FUND	GARAGE	349.09
			TOTAL:	11,134.69
WILLDAN FINANCIAL SERVICES	COST ALLOCATION 10/2023	GENERAL FUND	ADMINISTRATION	4,266.00
			TOTAL:	4,266.00

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

10	GENERAL FUND	50,663.02
50	GARAGE FUND	11,272.65
53	TECHNOLOGY REPLACEMENT	15,179.91
54	SELF INSURANCE TRUST	411.82
99	POOL CLEARING FUND	230.76

	GRAND TOTAL:	77,758.16

Retirees Medical Reimbursement

Date: November 1, 2023

Number of Transactions: 17

Total Batch: \$10,222.09

Payroll 11/10/2023

-----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	27,222.31	23,499.38	0.00	284.05	3,438.88	2,880.45	4,901.58	19,440.28	
10-512 Finance	12,873.92	9,252.65	0.00	2254.55	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	5,094.35	5,094.59	18,405.06	
10-522 Police- Patrol	94,983.53	52,229.46	26,661.87	8,948.14	7,144.06	13,708.00	18,653.36	62,622.17	
10-523 Police- Investigation	16,028.11	12,829.60	1,508.96	514.40	1,175.15	3,668.26	2,667.34	9,692.51	
10-524 Police- Records	9,606.81	5,810.15	0.00	926.26	2,870.40	674.12	1,257.00	7,675.69	
10-526 Police- Community Outreach	1,790.10	0.00	0.00	0.00	1,790.10	67.13	115.57	1,607.40	
10-527 Police-Youth Programs	4,804.12	3,235.32	186.44	686.28	696.08	947.74	544.03	3,312.35	
10-528 Police- Traffic	3,144.18	0.00	0.00	143.95	3,000.23	117.91	102.84	2,923.43	
10-531 Development Services- Administration	26,898.97	21,444.39	0.00	1,290.02	4,164.56	3,204.10	4,546.15	19,148.72	
10-532 Development Services- Planning	3,559.57	3,341.60	187.97	0.00	30.00	513.26	687.15	2,359.16	
10-533 Development Services- Neighborhood Preservation	5,347.94	2,434.28	0.00	128.12	2,785.54	323.97	632.10	4,391.87	
10-542 Development Services- Street Maintenance	11,116.20	10,291.70	0.00	239.50	585.00	1,593.57	959.09	8,563.54	
10-544 Development Services- Facility Maintenance	2,242.60	2,217.60	0.00	0.00	25.00	401.15	29.50	1,811.95	
10-545 Economic Development	3,290.80	3,220.04	0.00	40.76	30.00	253.64	205.22	2,831.94	
10-551 Recreation Administration	47,405.26	31,445.26	122.72	9,459.73	6,377.55	5,548.25	7,522.00	34,335.01	
10-556 Recreation- Sports	16,713.87	0.00	0.00	263.94	16,449.93	626.81	985.89	15,101.17	
TOTALS	\$316,545.49	\$209,918.63	\$28,667.96	\$25,179.70	\$52,779.20	\$40,730.11	\$50,395.24	\$225,420.14	

REGULAR INPUT: 115 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 115

Payroll 11/10/2023

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$42,250.76	\$37,782.43
State Taxes	Employee	\$12,407.57	\$4,468.33
ICMA	Employee	\$2,965.56	
PD Association	Employee	\$1,277.46	
LosAl Employees Assoc	Employee	\$380.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$2,745.54	\$1,372.77
PERS Deferred Comp	Employee	\$1,255.76	
PERS	Employee/ Employer	\$57,850.64	\$34,864.55
AFLAC	Employee	\$79,102.43	\$22,986.09
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		\$201,825.72	\$74,019.75
			\$28,827.19

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	4826.59	\$209,918.63	125	I-125	\$770.05		FED W/H	\$ 278,324.35	\$ 33,224.07	
PTRG	1,566.50	\$32,966.54	129	I-129	\$192.31		ST WH CA	\$ 278,324.35	\$ 12,407.57	
PHEO	71.00	\$2,100.73	AFP	AFLLPT	\$163.06		FICA	\$ 3,310.40	\$ 205.24	\$ 205.24
ABST	20.00	\$0.00	CMP	CLOAN	\$30.72		MEDI	\$ 308,159.97	\$ 4,558.36	\$ 4,468.33
OT	6.00	\$310.69	CS1	CS-C0	\$230.76					
OTS	332.15	\$28,357.27	DCI	DCICM	\$2,347.60					
MOT	0.00	\$531.22	DCM	DCICM		\$350.00				
CAR	0.00	\$1,100.00	DCN	DCNW	\$1,590.00					
CELL	0.00	\$1,060.00	DCP	DCPRS	\$1,255.76					
PPHC	0.00	\$496.64	DD1	DPPO1		\$247.50				
MEDR	0.00	\$6,300.00	DD2	DPPO2		\$253.80				
SPAS	0.00	\$2,111.32	DD3	DPPO3		\$761.40				
SPSK	0.00	\$127.84	DD4	DDMO1		\$30.84				
OCWD	0.00	\$250.00	DD5	DDMO2		\$55.56				
OCWE	0.00	\$160.00	DD6	DDMO3		\$123.30				
UNIF	0.00	\$150.00	DI%	DCI%	\$91.09					
UN12	0.00	\$75.00	DIS	DISAF	\$162.68					
FTO	0.00	\$129.49	DLI	DCLIC	\$176.87					
RTRO	0.00	\$1,551.48	LEA	LAEAD	\$380.00					
ADML	4.50	\$249.14	LIF	LIFE	\$157.38					
COMP	14.08	\$586.15	LTD	A LTD	\$93.10					
EAU	66.00	\$3,443.09	MED	MDINS	\$7,452.41	\$27,450.99				
EAA	12.00	\$0.00	PBB	PRSB	\$481.97					
COMA	27.00	\$0.00	PN1	PEPME	\$5,574.57					
FLHO	10.08	\$540.36	PN2	PEPMR		\$5,524.22				
SICK	141.50	\$4,888.48	PN3	PEPSE	\$8,351.84					
VAC	131.50	\$7,666.29	PN4	PEPSR		\$8,224.28				
POST5	\$0.00	\$200.00	POS	POAS	\$1,277.46					
POST6	\$0.00	\$450.00	PRO	PRM8	\$2,277.95					
POST7	\$0.00	\$2,405.99	PR2	PRSMR		\$8,914.60				
POST8	\$0.00	\$357.95	PR4	PRSSR		\$12,201.45				
POCO	\$5.40	\$179.06	PR5	PRSB4	\$1,077.05					
POVA	\$230.01	\$7,627.13	PR6	PRSAF	\$2,287.81					
BILI	\$0.00	\$200.00	PR7	PRMB4	\$771.50					
HOT	\$0.00	\$55.00	PR8	PRMAF	\$1,421.80					
			PR9	PRSCC	\$685.80					
			RTP	RT-PT	\$1,372.77	\$1,372.77				
			SUR	SURVI	\$55.80					
			VS1	VIS1		\$85.12				
			VS2	VIS2		\$68.67				
			VS3	VIS3		\$205.80				
Totals	7,464.31	\$ 316,545.49			\$ 40,730.11	\$ 65,870.30		\$ 50,395.24	\$ 4,673.57	

Payroll 11/24/2023

-----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	32,313.85	20,112.28	179.24	5,677.13	6,345.20	2,905.82	6,502.82	22,905.21
10-512 Finance	12,993.80	9,176.80	117.92	1095.70	2,603.38	1083.67	1517.79	10,392.34
10-521 Police Administration	28,999.20	24,761.80	0.00	0.00	4,237.40	5,148.47	5,211.70	18,639.03
10-522 Police- Patrol	70,378.75	48,933.73	12,100.27	5,300.83	4,043.92	12,174.84	11,826.22	46,377.69
10-523 Police- Investigation	18,913.18	16,539.12	461.07	360.08	1,552.91	4,452.60	3,002.37	11,458.21
10-524 Police- Records	10,108.08	6,558.30	0.00	131.88	3,417.90	726.67	1,434.01	7,947.40
10-526 Police- Community Outreach	2,253.42	0.00	0.00	421.20	1,832.22	84.50	205.23	1,963.69
10-527 Police-Youth Programs	5,851.21	3,758.36	1546.77	0.00	546.08	859.71	914.43	4,077.07
10-528 Police- Traffic	3,149.18	0.00	0.00	0.00	3,149.18	118.10	108.62	2,922.46
10-531 Development Services- Administration	32,727.14	19,345.65	0.00	6,584.45	6,797.04	3,235.17	7,028.37	22,463.60
10-532 Development Services- Planning	3,600.55	2,982.70	191.75	0.00	426.10	518.63	699.24	2,382.68
10-533 Development Services- Neighborhood Preservation	5,216.08	2,352.24	147.02	0.00	2,716.82	315.56	663.16	4,237.36
10-542 Development Services- Street Maintenance	11,678.93	8,385.06	302.32	1,013.85	1,977.70	1,610.01	1,032.46	9,036.46
10-544 Development Services- Facility Maintenance	2,286.60	2,035.44	0.00	0.00	251.16	404.56	30.93	1,851.11
10-545 Economic Development	3,325.60	2,909.90	0.00	0.00	415.70	258.66	211.26	2,855.68
10-551 Recreation Administration	36,501.29	25,828.05	60.51	1,340.57	9,272.16	4,680.31	5,152.68	26,668.30
10-556 Recreation- Sports	13,266.53	0.00	0.00	62.00	13,204.53	497.49	669.63	12,099.41
TOTALS	\$294,486.59	\$194,602.63	\$15,106.87	\$21,987.69	\$62,789.40	\$39,111.27	\$46,224.32	\$209,151.00

REGULAR INPUT: 112 MANUAL INPUT: 0

CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 112

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$39,396.22	\$35,178.63
State Taxes	Employee	\$11,429.16	\$4,217.59
ICMA	Employee	\$2,966.15	
PD Association	Employee	\$1,277.46	
LosAl Employees Assoc	Employee	\$360.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$2,389.42	\$1,194.71
PERS Deferred Comp	Employee	\$1,255.76	
PERS	Employee/ Employer	\$57,016.20	\$34,419.24
AFLAC	Employee		\$22,596.96
PERS Medical	Employee/ Employer	\$651.48	
Delta Dental PPO	Employer	\$4,374.90	
Delta Dental HMO	Employer	\$531.37	
VSP Vision	Employer	\$1,078.53	
Standard Self Admin	Employee/ Employer	\$1,834.17	
Standard Life Optional	Employee	\$270.90	
TOTALS		\$126,421.72	\$70,792.58
			\$28,009.26

DEDUCTION GRAND TOTALS

DESC	EARNINGS		CD	ABBV	DEDUCTIONS		EMPLOYER	DESC	TAXES		
	HRS	AMOUNT			EMPLOYEE				TAXABLE	EMPLOYEE	EMPLOYER
REG	4403.84	\$194,275.67	125	I-125		\$770.05		FED W/H	\$ 257,853.92	\$ 30,566.96	
PTRG	1,327.33	\$28,297.81	129	I-129		\$192.31		ST WH CA	\$ 257,853.92	\$ 11,203.40	
PHEO	68.28	\$2,023.38	AFP	AFLPT		\$163.06		FICA	\$ 3,339.60	\$ 207.06	\$ 207.06
HOL	396.00	\$18,432.82	CMP	CLOAN		\$30.72		MEDI	\$ 286,762.98	\$ 4,246.90	\$ 4,158.00
OT	21.20	\$998.76	CS1	CS-C0		\$230.76					
OTST	6.67	\$326.96	DCI	DCICM	\$2,347.60						
OTS	157.32	\$13,916.35	DCM	DCICM			\$350.00				
STBY	2.00	\$191.76	DCN	DCNW		\$1,590.00					
CAR	0.00	\$1,100.00	DCP	DCPRS		\$1,255.76					
PPHC	0.00	\$506.68	DD1	DPP01				\$247.50			
MEDR	0.00	\$6,300.00	DD2	DPP02				\$253.80			
SPAS	0.00	\$2,111.32	DD3	DPP03				\$697.95			
SPSK	0.00	\$127.84	DD4	DDMO1				\$30.84			
OCWD	0.00	\$250.00	DD5	DDMO2				\$41.67			
OCWE	0.00	\$160.00	DD6	DDMO3				\$123.30			
UNIF	0.00	\$150.00	DI%	DCI%		\$91.68					
UNI2	0.00	\$75.00	DIS	DISAF		\$162.68					
FTO	0.00	\$89.81	DLI	DCLIC		\$176.87					
ADML	7.00	\$556.92	LEA	LAEAD		\$360.00					
COMP	33.59	\$1,830.07	LIF	LIFE		\$157.38					
EAA	72.00	\$0.00	LTD	A LTD		\$82.73					
COMA	23.00	\$0.00	MED	MDINS	\$6,790.50		\$26,319.18				
SICK	138.50	\$6,302.47	PBB	PRSB	\$481.97						
VAC	62.06	\$2,842.33	PN1	PEPME	\$5,734.63						
POST7	0.00	\$2,405.99	PN2	PEPMR			\$5,682.85				
POST8	0.00	\$357.95	PN3	PEPSE	\$7,533.14						
POVA	150.00	\$10,455.90	PN4	PEPSR			\$7,418.09				
BERV	\$10.00	\$300.80	POS	POAS	\$1,277.46						
BILI	\$0.00	\$100.00	PRO	PRM8	\$2,309.95						
			PR2	PRSMR			\$8,688.21				
			PR4	PRSSR			\$12,276.55				
			PR5	PRSB4	\$1,088.28						
			PR6	PRSAF	\$2,287.75						
			PR7	PRMB4	\$597.52						
			PR8	PRMAF	\$1,450.27						
			PR9	PRSCC	\$699.55						
			RTP	RT-PT	\$1,194.71		\$1,194.71				
			SUR	SURVI	\$53.94						
			VS1	VIS1			\$79.80				
			VS2	VIS2			\$68.67				
			VS3	VIS3			\$192.08				
Totals	\$ 6,878.79	\$ 294,486.59			\$	39,111.27	\$ 63,665.20		\$ 46,224.32	\$ 4,365.06	

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING Monday, November 13, 2023

1. CALL TO ORDER

The City Council met in Special Session at 5:30 p.m., Monday, November 13, 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 Daudt, City Attorney
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk

3. 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. There being no one present wishing to speak, Mayor Doby closed Oral Communications.

4. CLOSED SESSION

City Attorney Daudt read the item aloud.

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Administration)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: (One potential case).

RECESS

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

RECONVENE

The City Council reconvened in Regular Session at 6:14 p.m.

City Attorney Daudt stated there was no reportable action.

5. ADJOURNMENT

The City Council adjourned at 7:44 p.m.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Monday, November 20, 2023

1. CALL TO ORDER

The City Council met in Regular Session at 5:30 p.m., Monday, November 20, 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
Tom Oliver, Associate Planner
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Administrative Services Manager

Mayor Doby pulled item 5 forward.

5. CLOSED SESSION

City Attorney Daudt read the item aloud.

A. CONFERENCE WITH LABOR NEGOTIATOR

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

B. CONFERENCE WITH LABOR NEGOTIATOR

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

C. CONFERENCE WITH LABOR NEGOTIATOR

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

RECESS

The City Council recessed into Closed Session at 5:31 p.m.

RECONVENE

The City Council reconvened in Regular Session at 6:06 p.m.

City Attorney Daudt stated there was no reportable action.

3. PLEDGE OF ALLEGIANCE

Mayor Doby led the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Nefulda gave the Invocation.

6. PRESENTATIONS

Mayor Doby and the Council presented the listed items.

A. Presentation of a Proclamation to Jamie Tran and Cynthia Sanchez in Recognition of Nurse Practitioner's Month

B. Presentation of a Proclamation to Joseph Luck and Nathan Peak, Co-Owners of Lucky Peak's Barbershop, in Recognition of Small Business Saturday

C. Presentation of a Certificate to Joseph Luck and Nathan Peak, Co-Owners of Lucky Peak's Barbershop, in Recognition of Being Featured in the Mayor's Business Spotlight

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.

Carol Churchill questioned when the Fiscal Year 2021/22 Financial Statements would be readdressed.

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 provided an update regarding Small Business Saturday and Shop Local, Holiday Toy Drive, Winter Wonderland, and Holiday Decorating Contest.

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.

Chief Claborn congratulated Sergeant Nestor Rodriguez and Sergeant Delana Lopez on their recent promotions to Sergeant and recognized Officer Christian Cruz, currently deployed, in honor of Veteran's Day.

Development Services Director Noda provided an overview regarding the upcoming Good Evening, Los Alamitos! Event.

Finance Director Koehler provided an update on the City's AAA credit rating.

Mayor Doby moved item 12A forward.

12. PUBLIC HEARING

A. Quimby In-Lieu Fees (Development Services)

Discussion of a proposed update to the Park In-Lieu Fees Pursuant to the Quimby Act Fees as studied through the 2023 City of Los Alamitos' Quimby Land Dedication and In-Lieu Fee Study.

City Manager Simmons introduced the item. Development Services Director Noda introduced Blair Aas, SCI consultant, summarized the Staff report and gave a PowerPoint presentation.

Mayor Doby opened the Public Hearing for public comments.

Carol Churchill spoke regarding the following: questioned the cost calculations of Laurel Park and if the fair market value of the land purchased matched what the city paid; believed the fee should be higher for the cost of land; referred to the purchase of Laurel Park and the debt incurred by interest; and, sought confirmation the actual fee would allow the City sufficient revenue to purchase land in the City of Los Alamitos.

Mayor Doby closed the Public Hearing for public comments.

Development Services Director Noda stated the City is supportive of purchasing land at fair market value; however, given the are Los Alamitos is located in property is highly south after. Every purchase of property is negotiable.

Blair Aas, SCI consultant, added the last factor in determine the Quimby In-Lieu Fee pertained to the approximate cost of the land. He gave a brief explanation of the calculation. He indicated in Los Alamitos, 15 land sales were analyzed, excluding the property at the highest and property at the lowest ranges, to find the average sale price of vacant land. He stated the common approach to calculate land values was used and indicated that one comparable property sale was not representative of the land value of the whole areas.

City Attorney Daudt stated a clerical adjustment was required for the title of Ordinance No. 2023-05, wherein Section 16.18.080 should be changed to 16.18.090.

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

1. Open the Public Hearing; and
2. Consider the draft ordinance and resolution: and, if appropriate,
3. Introduced for first reading, read by title only, and waive further reading of Ordinance No. 2023-05; and,
4. City Attorney Daudt read the title of Ordinance No. 2023-05 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 16.18.040 AND 16.18.090 OF CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN- LIEU FEES) OF TITLE 16 (SUBDIVISIONS) OF THE LOS ALAMITOS MUNICIPAL CODE PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE SECTION 66477 (CITY INITIATED)."
5. Adopted Resolution No. 2023-29, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING UPDATED PARKLAND DEDICATION AND IN-LIEU FEES THAT MAY BE REQUIRED IN CONNECTION WITH THE APPROVAL OF NEW RESIDENTIAL SUBDIVISIONS PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE 66477 IN FULFILLMENT OF TITLE 16 (SUBDIVISIONS), CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN-LIEU FEES) OF THE LOS ALAMITOS MUNICIPAL CODE."

10. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from October 1, 2023 to October 31, 2023.

Mayor Doby advised the warrants were sent out in advance in line with the City Council's Accelerated Warrant Policy.

Council Member Hibard advised she would vote no on this item as the Warrant presented had clerical errors and requested invoices were not provided.

Motion/Second: Nefulda/Hasselbrink

Carried 4/1: The City Council ratified the Warrants for the period from October 1, 2023, to October 31, 2023, in the amount of \$1,715,347.37.

Roll Call

Mayor Doby	Aye
Mayor Pro Tem Nefulda	Aye
Council Member Hasselbrink	Aye
Council Member Hibard	No
Council Member Murphy	Aye

11. CONSENT CALENDAR

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

Council Member Hibard pulled Item 11B.

Council Member Murphy pulled items 11D and 11E.

Motion/Second: Hasselbrink/Nefulda

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

A. Approval of Minutes

Approved the City Council Special Meeting Minutes of October 23, 2023.

C. Update on City's Credit Rating (Finance)

This report provided an update regarding the City's Credit Rating.

The City Council received and filed the update on the City's Credit rating.

F. Resolution No. 2023-26 - Minimum Hourly Wage Increase Effective January 1, 2024 (Finance)

This report addressed the state-wide minimum wage increase that becomes

effective January 1, 2024.

The City Council adopted Resolution No. 2023-26, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2024 AND REPEALING EXHIBIT B FROM RESOLUTION NO. 2022-31."

G. Investment Policy Update (Finance)

This report provided the Council with an update on the City's Investment Policy and recommends amendments for allowable investments per the State Government Code.

The City Council adopted Resolution No. 2023-25, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED NOVEMBER 2023."

H. Resolution No. 2023-24 – Adopting the June 30, 2023 Measure M2 Expenditure Report (Finance)

Each agency that receives Measure M2 funds is required by the Orange County Transportation Authority to adopt an annual Expenditure Report to account for the use of Measure M2 funds.

The City Council adopted Resolution No. 2023-24, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF LOS ALAMITOS FOR THE FISCAL YEAR ENDING JUNE 30, 2023."

I. Five-Year Contract with Flock Group, LLC (Police)

The Police Department sought authorization to extend the contract for the Automated License Plate Reader (ALPR) program for an additional five years, expiring December 31, 2028.

The City Council approved entering into a five-year Master Service Agreement with Flock Group, Inc. to lease twelve Automated License Plate Readers for a contract cost of \$168,000.

J. Annual Military Equipment Report (Police)

Assembly Bill 481 requires City Council approval of an Annual Military Equipment Report.

The City Council approved the 2023 Annual Military Equipment Report per Assembly Bill No. 481.

K. Approval of Plans and Specifications and Authorization to Rebid for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) (Development Services)

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. This item seeks approval to facilitate the solicitation of bids to begin the Bloomfield Street Rehabilitation Project (22/23-06). The City rejected initial construction bids that were publicly opened for the project on September 07, 2023. Five proposals were received, and the submitted bids surpassed the allocated budget.

The City Council:

1. Approved the plans and specifications for the Bloomfield Street Rehabilitation Project (22/23-06); and,
2. Authorized Staff to advertise and solicit bid proposals.

L. Award of Plans and Specifications for the Demolition of Los Alamitos Television Production (LATV) Building at 10921 Oak Street Project (CIP No. 22/23-04) (Development Services)

This item recommends awarding a bid to begin the demolition of the Los Alamitos Television (LATV)/Public Works (PW) Building at 10921 Oak Street Project (CIP No. 22/23-04).

The City Council:

1. Awarded construction for the LATV/PW Building at 10921 Oak Street Project (CIP No. 22/23-04) in the amount of \$104,671.00 to Unlimited Environmental, Inc.; and,
2. Authorized the Mayor to execute the contract with Unlimited Environmental, Inc. for the LATV/PW Building at 10921 Oak Street Project (CIP No. 22/23-04); and
3. Authorized the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 20% or \$20,935.00.

M. Amendment No. 3 with North Star Land Care for Annual Park and Landscape Maintenance Services (citywide) (Development Services)

This item sought approval of Amendment No. 3 with North Star for annual citywide park and landscape maintenance services for the amount of \$114,067.92.

The City Council authorized the Mayor to execute Amendment No. 3 to the Professional Services Agreement with North Star Land Care for a one (1) year term for annual park and landscape maintenance services citywide through January 19, 2025, for a total amount of \$114,067.92.

N. Amendment No. 10 with Clear Channel Outdoor, LLC for Bus Shelter License and Maintenance Agreement (Development Services)

This item sought approval of Amendment No. 10 with Clear Channel Outdoor, LLC to continue providing Bus Shelter License and Maintenance Services until November 20, 2024. The current Professional Services Agreement (PSA) expires on December 31, 2023.

The City Council authorized the Mayor to execute Amendment No. 10 of the Professional Services Agreement with Clear Channel Outdoor, LLC, with no fiscal impact and a term expiring on November 24, 2024.

O. Resolution No. 2023-27 – Federal Transportation Improvement Program (FTIP) (Development Services)

Orange County Transportation Authority (OCTA) requested the adoption of Resolution 2023-27 to affirm the City's commitment to the projects submitted in the 2025 Federal Transportation Improvement Program (FTIP).

The City Council adopted Resolution No. 2023-27, entitled, "A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, WHICH CERTIFIES THAT LOS ALAMITOS HAS THE RESOURCES TO FUND THE PROJECTS IN THE FISCAL YEAR 2024/25 – 2029/30 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM".

End of Consent Calendar

Items Pulled from Consent Calendar

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

This report provides 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. Ordinance No. 2023-04 was introduced, read by title only, further readings waived and set for adoption at the August 21, 2023, Council meeting.

Council Member Hibard stated opposition to the Purchasing Policy due to perceived financial challenges during her tenure and financial accountability, particularly in regards to the Financial Statements.

Council Member Murphy stated opposition because she believed

purchases of \$80,000 or more should be reported to the entire Council and not just the Budget Standing Committee

Motion/Second: Nefulda/Hasselbrink

Motion Passed 3/2 (Hibard and Murphy voted No): The City Council adopted 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".

D. Amendment to City's Authorized Check Signers (Finance)

This report provides the Council with an update of the City's authorized check signers.

Council Member Murphy asked for and received clarification this would apply to all the City's banking accounts, signers are not required to be physically present to sign checks and there are security measures in place to apply digital signatures, process increases checks and balances within the Finance Department, and this request was to update the two check signers on accounts.

Motion/Second: Murphy/Nefulda

Unanimously Carried: The City Council authorized the City Manager to add the City Treasurer as a check signer and to remove the City Clerk.

E. PERS Trust Analysis (Finance)

Since adopting the City's Fiscal Sustainability Plan, the Budget Standing Committee and the Los Alamitos City Council have been exploring different methods of maximizing investment opportunities that result in net savings for the City's residents. Following 18 months of work with the Budget Standing Committee, a funding plan and policy was presented to the Council at the November 14, 2022, meeting, culminating in the adoption of Resolution 2022-33, PERS Unfunded Accrued Liability Pay-Down Funding Policy. This report provides the Council with a follow-up discussion on the PERS Unfunded Actuarial Liability (UAL) and consideration of possible additional funding analysis. The Budget Standing Committee discussed and recommend Council approval at its November 6, 2023, Special meeting.

Council Member expressed support.

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council authorized the City Treasurer to initiate funding the City's Section 115 Trust with PARS for \$50,000 monthly installments to accelerate paying down the PERS Unfunded Liability.

13. DISCUSSION ITEM

A. **Administrative Rules and Regulations Update; Discretionary Designations & Collateral Duty Assignments (Administration)**

The Administrative Rules and Regulations (ARs) are an accumulation of policies that were adopted by Council, approved by the City Manager, and/or are administered by the Departments. This report requests amending and restating Administrative Rule 4.10 City Manager Discretionary Designations and Collateral Duty Assignments.

City Manager Simmons provided a summary of the Staff report.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council:

1. Amended and Restated Administrative Regulation 4.10 – Deputy City Manager Designation that was adopted by Council action on February 1, 2023; and,
2. Authorize the City Manager to implement and modify as needed, Administrative

B. **Resolution No. 2023-28 – Awarding the City Manager a Performance Based Incentive Bonus for Calendar Year 2023 (Administration)**

The City Council evaluated the City Manager's performance during closed session on October 23, 2023. Pursuant to the City Manager's Employment Agreement, the City Manager may be entitled to up to a two percent (2%) annual performance-based incentive bonus, which may be awarded at the sole discretion of the City Council.

City Attorney Daudt summarized the Staff report.

Council Member Murphy opposed the item as she felt there was room for improvement.

Motion/Second: Nefulda/Hasselbrink

Carried 3/1 (Hibard Abstained. Murphy voted no): The City Council:

1. Pursuant to California Government Code section 54953(c)(3), an oral report summarizing the recommendation was made in open session prior to the City Council taking final action on this item.
2. Adopted Resolution No. 2023-28, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AWARDING THE CITY MANAGER A PERFORMANCE BASED INCENTIVE BONUS FOR CALENDAR

YEAR 2023”.

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 attendance at the following: Regional Military Affairs Commission; Orange County Library Board meeting; Orange County Water District Adventure Tour; Crime Survivors event; Police Department's Sergeant Promotion; Veteran's Day celebration; Joint Forces Training Base Thanksgiving Appreciation Luncheon; Good Evening, Los Alamitos! event; and, read Psalm 107:1.

Council Member Murphy spoke regarding attendance at the following: Ribbon Cutting Ceremony for a bike lane in Garden Grove; Orange County Sanitation District State of the City; Los Alamitos Chamber of Commerce Lunch featuring Troy Edgar; tour the new Youth Center facility; Veteran's Appreciation Lunch at Cottonwood Park; Orange County Sheriff's Fentanyl discussion; Cypress' Celebrate Women Conference; and Good Evening, Los Alamitos! event. She wished everyone a Happy Thanksgiving.

Council Member Hasselbrink spoke regarding attendance at the following: Los Alamitos Chamber of Commerce Lunch featuring Troy Edgar; Orange County Fire Authority Board meeting; and, Good Evening, Los Alamitos! event. She advised of the one day trash delay due to the holidays and spoke regarding the upcoming Winter Wonderland event and Sunday Funday Military Support Fundraiser at Fiddler's Green.

Mayor Pro Tem Nefulda spoke regarding attendance at the following: Los Alamitos Chamber of Commerce Lunch featuring Troy Edgar; Orange County Sanitation District Board and Committee meetings; and, Congresswomen Steel's Veterans of Distinction event. He encouraged the community to support local businesses this weekend and wished everyone a Happy Thanksgiving.

Mayor Doby spoke regarding attendance at the following: Governors Military Council conference; Orange County Council of Governments meeting; Youth Center's Grand Opening; Los Alamitos Chamber of Commerce Lunch featuring Troy Edgar; City Selection Committee meeting; Police Department's Sergeant Promotion; spoke at the Los Alamitos High School's Kindness Club; and, the Good Evening, Los Alamitos! event.

15. ADJOURNMENT

The City Council adjourned at 7:09 p.m.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING Monday, December 11, 2023

1. CALL TO ORDER

The City Council met in Special Session at 5:30 p.m., Monday, December 11, 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. PUBLIC HEARING

A. Resolution No. 2023-20 – Overruling the Orange County Airport and Use Commission's Inconsistency Determination for the City's 6th Cycle Housing Element (Development Services)

On January 19, 2023, the Orange County Airport Land Use Commission (ALUC) found the City's 6th Cycle (2021-2029) Housing Element Update to be inconsistent with the 2017 Joint Forces Training Base Los Alamitos Airport Environs Land Use Plan. On February 21, 2023, the City Council adopted Resolution 2023-04, providing notice of the City's intent to overrule the ALUC's determination. The City Council conducted a Study Session and reviewed information related to ALUC's finding of inconsistency on July 17, 2023. A Public Hearing was held on August 21, 2023, where the City Council considered the adoption of a resolution overruling the ALUC's determination but failed to receive the required two-thirds affirmative vote (four affirmative votes were required).

On September 21, 2023, the ALUC voted to require the City to submit all discretionary actions related to Housing Element Sites 6 (4655 Lampson Avenue), 7 (Laurel Park), and 10 (5030-5084 Katella) to ALUC for review

until such time as the General Plan is revised, or the City overrules the ALUC's determination.

On October 24, 2023, the California Department of Housing and Community Development (HCD) issued a letter inquiring about the City's next steps to ensure its compliance with State Housing Element Law following the failed vote to overrule the ALUC determination.

The City Council will now hold a second public hearing to reconsider the adoption of a resolution overruling the ALUC's determination.

City Manager Simmons introduced the item. Development Services Director Noda summarized the staff report, provided a PowerPoint presentation, and introduced Nicole Criste, Terra Nova consultant.

Council Member Murphy referred to attachment 12 of the August 21, 2023 Staff report and stated Staff had corroborated the claims that homeowner's rights would be lost; however, according to the September 21, 2023 letter from ALUC that was false. She requested accurate information be presented to staff in moving forward.

City Manager Simmons stated that items submitted to the City Clerk for Public Hearings are required to be provided to the Council. He clarified that the ALUC correspondence included three options, one of which was to require a full-scale review of development in the City.

Council Member Murphy requested all options be provided in the future. City Manager Simmons clarified the City was facing a largely untested area of law and a strict reading of the law indicated loss of development oversight was a consequence. Staff were not privy to the thought process of ALUC prior to receiving the correspondence and could not have anticipated any options that would be provided.

Council Member Murphy questioned when attachments 12 and 13 were presented to Council. City Manager Simmons advised the correspondences indicated the send had copied the Council Members.

Council Member Murphy referred to Site 6. She asked for and received information regarding the following: the City's Building Code and General Plan require potential developers/applicants to mitigate noise concerns and these requirements are enforced by the City; requests for additional setbacks would be addressed during the Environmental Impact Report (EIR) review period; an initial application has been received for the Lampson project; the Lampson Project would qualify as a Project of Significance and information would be provided to Council and the Community per the Council adopted policy; and, the submitted plans for site 6 would be provided after the initial

EIR was complete, approximately 60-90 days.

Council Member Murphy reiterated the importance of informing the public early in the process as lack of transparency and time to review information were the main complaints throughout this process.

Council Member Hibard referred to the attachments and stated support for the City and ALUC working together to reach a conclusion. She stated support for the three sites listed as inconsistent being submitted to ALUC for review.

Mayor Doby opened the Public Hearing for public comments.

Ashley Nichols, resident, stated he had spoken with Council Member Hibard regarding the three inconsistent sites. He stated concern ALUC had the power to change their decision at any time and was not comfortable with the rights of local residents being diminished. He indicated the letter from HCD stated several funding sources the City would lose access to and the potential of penalties for a decertified Housing Element. He believed overruling ALUC was in the best interest of Los Alamitos residents and opposed spending additional money to restart the project. He stated support for overruling ALUC.

Maggie Marchese, resident, requested Council consider the community and where additional houses would be built if the proposed sites were not utilized. She indicated her backyard was adjacent to the Joint Forces Training Base (JFTB) and the noise pollution from Katella Ave. was far greater than that of the JFTB. Not building on certain sites will add additional noise to already congested locations such as Katella Ave. and that should be a bigger concern.

Art Debolt, resident, submitted a copy of ALUC's guidelines and a map. He stated ALUC's guidelines state 60-65 CNEL was conditionally consistent with development as long as it was mitigated. Mitigation is required by City's Municipal Code. He questioned why ALUC did not follow its own guidelines. He indicated the crash zones for the JFTB were all located within the base and stated the flight path was for helicopters and not aircraft. He believed the Council had enough information to make a decision. He believed ALUC was ignoring their own guidelines and the inconsistency findings should be overruled.

Carol Churchill stated the time limits provided insufficient time for public comment and provided a flash drive of public documents she received as part of a Public Records Act Request. She referred to the Public Hearing notice that was published in the News Enterprise and stated her belief that it did not provide enough information. She disagreed with City Council

adopting one resolution to address the two conflicting findings of ALUC. She stated the following ALUC inconsistency findings had not been addressed: no analysis regarding the concentration of people near the military base being inconsistent for housing; the additional housing units identified above the State's requirement; and, the option to submit site plans to ALUC for the three inconsistent sites. She opposed the staff's presentation of only option.

Christine A. stated her backyard was adjacent to the JFTB and agreed the noise was not overwhelming unless there was an airshow. She stated opposition to residential high density being zoned adjacent to a military base. She believed that the Lampson development has submitted an application that had already been approved by a concession letter. She did not believe the Parkwood community would be approved by ALUC now. She referred to the site inventory and believed more units were approved than required. She stated concern regarding safety around the airport and was not concerned ALUC was not consistent with its findings, stating accident rates are higher near base airports. She felt zoning should be left commercial and felt property values would decline.

Helen questioned what information changed since the previous ALUC consideration. She was concerned the safety of the residents was not being considered and questioned the City's motives and transparency. She believed ALUC's knowledge outweighed staff's. She stated concern for the adequate pilot training and high level of accidents. Public safety should be the forefront concern for high density plans. Referred to her belief that City Staff had a relationship with Les Johnson, Lampson developer's contractor. She questioned the City's transparency and felt residents were being ignored and comments weren't included in the EIR. She questioned why outdoor CNELs were not being discussed.

Mayor Doby called the three-minute time limit.

Frank Marchese, resident, agreed with Mr. DeBolt's statements stating his home was adjacent to the JFTB. He stated air traffic noise and building on the site were not a concern. He was concerned with the developments closer to the racetrack. He urged Council to vote for what's best for Los Alamitos.

Gene, Seal Beach resident, stated she did not believe the State would follow through on its threats to fine City's because it would bankrupt cities. She urged the Council not to give in to threats like Seal Beach and questioned if the decision was being made due to monetary concerns. She urged Council to vote ethically and felt the safety was more important to development. She stated support for maintaining quality of life in Los Alamitos.

Mayor Doby closed Public Hearing for public comments.

Motion/Second: Hasselbrink/Nefulda
Carried 4/1: The City Council:

1. Conducted the Public Hearing; and,
2. By a two-thirds affirmative vote, adopted Resolution No. 2023-20, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, MAKING FINDINGS THAT THE GENERAL PLAN 2021-2029 HOUSING ELEMENT UPDATE IS CONSISTENT WITH THE PURPOSES OF THE STATE AERONAUTICS ACT AND OVERRULING THE ORANGE COUNTY AIRPORT LAND USE COMMISSION'S DETERMINATION THAT THE HOUSING ELEMENT IS INCONSISTENT WITH THE 2017 JOINT FORCES TRAINING BASE LOS ALAMITOS AIRPORT ENVIRONS LAND USE PLAN" and,
3. Authorized the City Manager to submit Resolution No. 2023-20 to the Orange County Airport Land Use Commission and the State Division of Aeronautics.

Roll Call

Mayor Doby	Aye
Mayor Pro Tem Nefulda	Aye
Council Member Hasselbrink	Aye
Council Member Hibard	No
Council Member Murphy	Aye

Council Member Murphy requested her comments be included verbatim.

"I would like to have my comments transcribed and entered into the minutes as a matter of public record. My voting decisions have been consistent with rational reasoning, based on relevant facts with factual premises and not through false, bias, misleading statements or presenting materials that omitted or were completely fabricated. My concerns have been and continue to be about health, safety and noise concerns that could impact the quality of life for the community and that should be addressed before proceeding with any potential developments in the City of Los Alamitos. I have a duty and responsibility as a Council member for the City of Los Alamitos, and not the City of Cypress to establish policies and take measures to protect the City's health, safety and welfare. As such, I believe it prudent to review not only the provided staff reports but research, meet and talk with community members, have discussions with representatives from various outside agencies such as the ALUC and HCD while analyzing written materials relevant to the issue. I make my own decisions and always have...

My vote tonight is not to make findings that the general plan 2021-2029 Housing Element update is consistent with the purposes of the State Aeronautics Act.

My decision is not without reason or consideration for the facts and circumstances. I approve to overrule ALUC as my concerns have been addressed. I am confident in the experience and reputation of the ALUC as they are the appropriate public agency that have made unbiased safety decisions as it pertains to concentrations on people in areas susceptible to aircraft accidents, specifically in military airport bases such as the Joint Forces Training Base."

4. ADJOURNMENT

The City Council adjourned at 6:25 p.m.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

ITEM NUMBER: 10B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Ordinance No. 2023-05 - Quimby In-Lieu Fees

SUMMARY

The City Council held a Public Hearing on November 20, 2023, regarding the proposed update to the Park In-Lieu Fees Pursuant to the Quimby Act Fees as studied through the 2023 City of Los Alamitos' Quimby Land Dedication and In-Lieu Fee Study. Ordinance No. 2023-05 was introduced for first reading, read by title only, and further reading was waived.

RECOMMENDATION

Adopt Ordinance No. 2023-05 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 16.18.040 AND 16.18.090 OF CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN-LIEU FEES) OF TITLE 16 (SUBDIVISIONS) OF THE LOS ALAMITOS MUNICIPAL CODE PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE SECTION 66477 (CITY INITIATED)."

BACKGROUND

Under the Quimby Act (Government Code § 66477), local governments may require the dedication of land for parks or the payment of fees in-lieu of land dedication as a condition of subdivision map approval. This is a vital process to ensure the availability of parkland within Los Alamitos. The last time fees were updated by the City was March 21, 2005. At the time, the increase in the new Quimby in-lieu fee was phased out over four years. The City's currently imposed fees have fallen well below the fees that a City may collect under the Quimby Act.

Local government plays a critical role in the effort to set aside parkland and open space for recreational purposes. Cities and counties have been authorized since the passage of the 1975 Quimby Act to pass ordinances requiring developers to set aside land, donate conservative easements, or pay fees for park improvements. Revenues generated through the Quimby Act cannot be used for the operation and maintenance of park facilities. The paid fees or dedicated land are conveyed directly to the local public agencies that provide park and recreation services community wide.

DISCUSSION

Los Alamitos' Quimby Park In-Lieu Fees for subdivisions are currently:

Residential Land Use Category

Current Quimby In-Lieu Fee

Single-Family Detached Housing	\$15,161 per unit
Single-Family Attached Housing	\$18,076 per unit
Multi-Family Housing	\$13,142 per unit
Mobile Home Development	\$9,913 per unit

SCI Consulting Group was contracted to prepare a Quimby Land Dedication In-Lieu Fee Study to establish the legal and policy basis for the imposition of updated citywide park fees on new development within the City. These fees, which are imposed only on residential subdivisions, are an important source of fees for major park improvements. This effort includes updating the Quimby Act fees to reflect the current population trends and the cost of land.

SCI Consulting Group has prepared a recalculation of the factors that determine the updated City's Quimby In-Lieu Fees. Below are the updated In-Lieu Fees:

Residential Land Use Category	Updated Quimby In-Lieu Fee
Single-Family Detached Housing	\$22,553 per unit
Single-Family Attached Housing	\$19,605 per unit
Multi-Family Housing	\$19,468 per unit
Mobile Home Development	\$10,899 per unit

The table below presents the updated City's Quimby Land Dedication requirements for a land square footage basis.

Residential Land Use Category	Quimby Land Dedication Requirement
Single-Family Detached Housing	329 land sq. ft. per unit
Single-Family Attached Housing	286 land sq. ft. per unit
Multi-Family Housing	284 land sq. ft. per unit
Mobile Home Development	159 land sq. ft. per unit

The Ordinance to adopt changes identified by SCI Consulting Group for Title 16 *Subdivisions* of the Municipal Code. Please see the changes to the Municipal Code in the attached Ordinance. The amount of the in-lieu fee was established by resolution of the Council at the November 2023 City Council meeting.

FISCAL IMPACT

The adoption of a development impact fee ordinance will allow City staff to continue assessing and collecting fees on development projects but at an updated rate.

- Attachment:
1. Ordinance No. 2023-05 - Quimby Fees
 2. Los Alamitos Quimby Study July 2023

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 16.18.040 AND 16.18.090 OF CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN-LIEU FEES) OF TITLE 16 (SUBDIVISIONS) OF THE LOS ALAMITOS MUNICIPAL CODE PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE SECTION 66477 (CITY INITIATED).

WHEREAS, it is the policy of the City of Los Alamitos to promote, provide, and maintain quality park and recreational opportunities for the residents of the City; and,

WHEREAS, pursuant to the Quimby Act, California Government Code Section 66477, a city may condition the approval of a subdivision to provide a dedication of property and/or payment of in-lieu fees for park and recreational purposes to serve the new residents of the subdivision; and,

WHEREAS, Chapter 16.18 of the Los Alamitos Municipal Code sets forth the requirements for the dedication of property and/or the payment of in-lieu fees for park and recreational purposes; and,

WHEREAS, the City prepared a Quimby Land Dedication and In-Lieu Fee Study ("Study") to establish the legal and policy basis for the imposition of updated citywide park land dedication and in-lieu fees on new residential subdivisions within the City; and,

WHEREAS, the Study found that certain changes to Chapter 16.18 of the Municipal Code are required to update the City's Quimby program; and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning the proposed code amendment on October 16, 2023; and,

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

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Section 16.18.040.A (Amount of Dedicated Parkland to Be Required) of Chapter 16.18 (Dedication of Land for Park Facilities and Payment of In-Lieu Fees) of Title 16 (Subdivisions) of the Los Alamitos Municipal Code is hereby amended to read as

follows:

“16.18.040 Amount of Dedicated Parkland to Be Required.

A. Except as otherwise provided by this chapter, the number of acres or fraction of an acre of land required to be dedicated to the City for park facilities incident to and as a condition of the approval of a tentative tract map or tentative parcel map for a subdivision shall be based on the product of the following:

1. The maximum number of dwelling units permitted within the subdivision as determined from Title 17 (Zoning Regulations) and the conditionally approved tentative tract map or tentative parcel map applicable to the subdivision, multiplied by
2. The average number of residents per dwelling unit within the incorporated territory of the City, as determined by figures from the most recent U.S. Census, multiplied by
3. The standard of 2.5 acres per 1,000 persons.”

SECTION 3. Section 16.18.090.C (Payment of In-Lieu Fees for Park and Recreation Purposes) of Chapter 16.18 (Dedication of Land for Park Facilities and Payment of In-Lieu Fees) of Title 16 (Subdivisions) of the Los Alamitos Municipal Code is hereby amended to read as follows:

“16.18.090 Payment of In-Lieu Fees for Park and Recreation Purposes.

C. In-lieu fees required pursuant to this section shall be based upon the fair market value of the amount of land which would otherwise be required to be dedicated pursuant to Section 16.18.040 (Amount of Dedicated Parkland to Be Required). The following formula shall fix the amount of the fee:

In Lieu Fee = The Amount of Dedicated Parkland to Be Required multiplied by the Fair Market Value of the Amount of Land.

The amount of the in-lieu fee shall be established by resolution of the Council.”

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

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

PASSED, APPROVED, AND ADOPTED this 18th day of December, 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 Ordinance No. 2023-05 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 20th day of November, 2023 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 18th day of December, 2023, by the following roll-call vote, to wit:

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

ABSTAIN: COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk



CITY OF LOS ALAMITOS

QUIMBY LAND DEDICATION AND IN-LIEU FEE STUDY

JULY 2023
FINAL REPORT

PREPARED FOR:

**CITY COUNCIL
CITY OF LOS ALAMITOS**

PREPARED BY:



SCI Consulting Group
4745 MANGLES BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
www.sci-cg.com

CITY OF LOS ALAMITOS

CITY COUNCIL

Tanya Doby, Mayor

Jordan Nefulda, Mayor Pro Tem

Shelley Hasselbrink, Council Member

Emily Hibard, Council Member

Trisha Murphy, Council Member

CITY MANAGER

Chet Simmons

DEVELOPMENT SERVICES DIRECTOR

Ron Noda

DEVELOPMENT SERVICES MANAGER

Irving Montenegro Jr.

ASSOCIATE PLANNER

Tom Oliver

QUIMBY CONSULTANT

Blair Aas, SCI Consulting Group

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EXECUTIVE SUMMARY

INTRODUCTION

The California Government Code contains specific enabling legislation for the dedication of land or fees in lieu of land dedication for neighborhood and community parks by a city, county, or special City. This legislation, codified as Government Section 66477 and known commonly as the “Quimby Act,” also establishes the criteria for determining the land dedication requirement and in-lieu fee based on specific park standards.

City of Los Alamitos (“City”) Municipal Code Chapter 16.18 implements the provisions of Quimby Act, which authorizes the City to require the dedication of land for park facilities and/or payment of in-lieu fees incident to and as a condition of the approval of a tentative tract map or parcel map for certain subdivisions. The condition is consistent with the standards and policies for park facilities adopted in the City General Plan and bears a reasonable relationship to the need for park facilities by the inhabitants of the subdivision.

Two factors determine the amount of land that may be required to be dedicated for a new subdivision. These factors are multiplied by the number of respective dwelling units for the proposed subdivision to determine the acreage to be dedicated for neighborhood and community parks. In some instances, the payment of a fee in lieu of land may be considered. In this case, the Quimby dedication requirement is multiplied by the fair market value of the land, which would otherwise be required to be dedicated for parks to establish a fee in lieu of land dedication.

This Quimby Land Dedication Requirement and In-Lieu Fee Study (“Study”) presents a recalculation of the three factors that determine the City’s Quimby Dedication Requirement and In-Lieu Fee.

SUMMARY OF KEY FINDINGS

Based on a review of the Quimby Act, the 2020 U.S. Census, and the City’s Quimby Ordinance (City Municipal Code Chapter 16.18), the following key findings are presented:

1. The City’s Quimby Ordinance (City Municipal Code Chapter 16.8) has been in effect since the adoption of Ordinance 634 in 2000. The City’s current Quimby in-lieu fees became effective in March 2005, by Resolution No. 1990. At the time, the increase in the new Quimby in-lieu fee was phased over a four-year period. See Appendix A for more detail.

2. According to the 2020 U.S. Census, the average dwelling unit occupancy in the City is 3.02 for single-family detached housing, 2.63 for single-family attached housing, 2.61 for multi-family family housing, and 1.46 for mobile homes (“Quimby Dwelling Unit Occupancy Factor”).
3. Based on the City’s current park inventory and population, the City has 1.6 acres per 1,000 residents.¹ Therefore, the City’s maximum land dedication requirement and/or in lieu fee allowed under the Quimby Act is 3.0 acres of parkland for every 1,000 residents. However, the City’s proposed dedication requirement is 2.5 acres of land for every new 1,000 residents (“Quimby Standard”).
4. For subdivisions of 50 dwelling units or more, the City may require land for parks for the four residential land use categories in the amounts shown below (“Quimby Land Dedication Requirement”).

FIGURE 1 – QUIMBY LAND DEDICATION REQUIREMENT

Residential Land Use Category	Quimby Land Dedication Requirement
	<i>Land Sq. Ft. per Dwelling Unit</i>
Single-Family Detached Housing	329
Single-Family Attached Housing	286
Multi-Family Housing	284
Mobile Home Development	159

5. A survey of recent vacant residential land sales in the City and environs over the last couple of years shows the fair market value of land suitable for parks to be \$2,986,000 per acre (“Quimby Land Value”).

¹ Excludesd allowable fields are subject to long-term facilities/joint-use agreement between the City and the Los Alamitos Unified School District.

6. The City may require a fee in lieu of a land dedication for the following five residential land use categories show below (“Quimby In-Lieu Fee”).

FIGURE 2 – QUIMBY IN-LIEU FEE

Residential Land Use Category	Quimby In-Lieu Fee (Maximum)
	<i>Per Dwelling Unit</i>
Single-Family Detached Housing	\$22,553
Single-Family Attached Housing	\$19,605
Multi-Family Housing	\$19,468
Mobile Home Development	\$10,899

QUIMBY DEDICATION REQUIREMENT DETERMINATION

QUIMBY STANDARD

Under the Quimby Act, the dedication of land, or payment of fees, or both, cannot exceed the proportionate amount necessary to provide three (3) acres of park area per 1,000 persons residing within the subdivision unless the amount of existing neighborhood and community park area exceeds that limit, in which case the calculated amount may be adopted as a higher standard not to exceed five (5) acres per 1,000 persons residing within a subdivision.

Based on the City's current parkland inventory, the City has approximately 1.6 acres of park area for neighborhood and community parks. A summary of the City's inventory of parkland is provided in Appendix B. This does not include the City's designated open space areas and allowable fields and courts under a joint-use agreement between the City and the Los Alamitos Unified School District. With a current population of approximately 11,607 residents, this represents a ratio of 1.6 acres of neighborhood and community parkland for every 1,000 residents.

Since the City's existing park area is lower than the minimum 3 acres per 1,000 residents, the City's maximum land dedication requirement and/or in lieu fee allowed under the Quimby Act is 3.0 acres of parkland for every 1,000 residents. However, the City propose a lower Quimby standard of 2.5 acres per 1,000 residents.

QUIMBY DWELLING UNIT OCCUPANCY FACTOR

Pursuant to Govt. Code § 64477(a)(2), the amount of land dedicated, or fees paid shall be based upon residential population density, which shall be in part determined based on the average number of persons per household according to the most recent available federal census. Moreover, since different residential land uses have varying household sizes, it is reasonable that the land dedication requirement and associated in-lieu fee be expressed per dwelling unit based on their respective average household size. For this Quimby program, the following four residential land uses have been selected:

- "Single-Family Detached Housing" means free-standing one-family dwelling units.
- "Single-Family Attached Housing" means a one-family dwelling unit on a separate assessor's parcel that share a common wall, such as townhomes.

- “Multi-Family Residential Housing” means buildings or structures designed for two or more families for living or sleeping purposes and having kitchen and bath facilities for each family. This category also includes for-sale condominiums.
- “Mobile Home Development” means a development area for residential occupancy in vehicles that require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.

A “dwelling unit” generally means one or more rooms in a building or structure, or a portion thereof designed exclusively for residential occupancy by one or more persons for living or sleeping purposes and having kitchen and bath facilities, including mobile homes.

Based on figures from the 2020 U.S. Census, Figure 3 below presents the determination of the Quimby dwelling unit occupancy factor for four residential land use categories.

FIGURE 3 – QUIMBY DWELLING UNIT OCCUPANCY FACTOR

Residential Land Use Categories	Occupied Dwelling Units	Total Number of Occupants	Dwelling Unit Occupancy Factor
Calc	a	b	c = b / a
Single-Family Detached Housing	2,020	6,100	3.02
Single-Family Attached Housing	396	1,087	2.63
Multi-Family Housing	1,626	4,241	2.61
Mobile Home Development	123	179	1.46
Average (2020 Census)	4,165	11,607	2.79

Source: 2020 U.S. Census for the City of Los Alamitos

QUIMBY DEDICATION REQUIREMENT

Based on the City's proposed Quimby standard of 2.5 acres per 1,000 residents, the formula for calculating the City's parkland dedication requirement is as follows:

$$\begin{array}{ccccc} \text{Quimby} & & \text{Quimby Dwelling} & & \text{Quimby} \\ \text{Standard} & \times & \text{Unit Occupancy} & = & \text{Land} \\ & & \text{Factor} & & \text{Dedication} \\ & & & & \text{Requirement} \end{array}$$

Figure 4 below presents the City's Quimby land dedication requirement is expressed on a land square footage basis for the four residential land use categories.

FIGURE 4 – QUIMBY LAND DEDICATION REQUIREMENT

Residential Land Use Category	Quimby Standard ²	Quimby Dwelling Unit Occupancy Factor ¹	Quimby Land Dedication Requirement ³
Calc	a	b	c = (a * b) / 1,000 * 43,560
	Acres per 1,000 Residents	Per Dwelling Unit	Land Sq. Ft. per Dwelling Unit
Single-Family Detached Housing	2.5	3.02	329
Single-Family Attached Housing	2.5	2.63	286
Multi-Family Housing	2.5	2.61	284
Mobile Home Development	2.5	1.46	159

Notes:

¹ The District's proposed land per 1,000 residents standard for neighborhood and community

² See Figure 3.

³ Quimby dedication requirement expressed in terms of park land square feet required per lot or per dwelling unit.

For example, the Quimby land dedication required for a 250-unit multifamily development project would require 1.30 acres of land for park and recreational facilities.

$$\begin{array}{ccccc} 250 & & 284 \text{ Land Sq. Ft.} & & 71,000 \text{ Sq. Ft or} \\ \text{Multi-Family} & \times & \text{per Multi-Family} & = & \text{approximately 1.63} \\ \text{Residential Units} & & \text{Residential Unit} & & \text{Acres of Land} \\ & & & & \text{Dedication for the} \\ & & & & \text{Project} \end{array}$$

QUIMBY IN-LIEU FEE DETERMINATION

For proposed subdivisions containing fewer than 50 parcels, the Quimby Act allows for the payment of a fee in lieu of land dedication (“Quimby in-lieu fee”).² The purpose of the Quimby in-lieu fee is to accumulate enough funding from several smaller subdivisions to acquire land for developing neighborhood and community parks within the City. Moreover, while land dedication may be required for larger subdivisions, the City may require in-lieu fees only, or a combination of land dedication and in-lieu fees, to meet the park and recreation goals and objectives of the City.

QUIMBY LAND VALUE

The Quimby Act has no specific requirements relating to the land valuation of dedicated parkland. However, the Act does require that the “amount and location of land to be dedicated or the fees to be paid shall bear a reasonable relationship to the use of the park and recreational facilities by the future inhabitants of the subdivision.”

In January 2023, SCI gathered recent vacant land sales in the City and environs over the last couple of years for the land type normally acquired for City parks. To establish a fair market value of land for parks for calculating the City’s Quimby in-lieu fee, only the residential land sales were considered. Two land sales were excluded as outliers that resulted in abnormally low and high sales prices. In order to adjust older land sales to reasonably approximate current land value, a commonly used approach was used which is to adjust the land sale by the percentage change in the median home sales price since the effective date of each land sale. For purposes of this Study, median home sales price within the City as reported by the Zillow Real Estate Network was used.

As shown in Appendix C, the baseline average sales price for thirteen residential land sales is \$2,762,000 per acre. After adjusting for inflation, the adjusted fair market value to January 2023 based on the thirteen residential land sales is \$2,986,000. Arguments for higher land values can be made; however, the presented land value per acre appears to be a fair and conservative value for this Study.

² However, when a multi-family development or stock cooperative exceeds 50 dwelling units, a dedication of land may be required, even though the number of parcels may be less than 50. Govt. Code § 66477(a)(7)

QUIMBY IN-LIEU FEE DETERMINATION

Figure 5 below presents the formula and the calculation of the Quimby in-lieu fee based on the City's Quimby land dedication requirement and the established fair market land value of residential land at \$2,986,000 per acre. The Quimby in lieu fee is expressed on a dwelling unit basis for four residential land use categories. Nonresidential subdivisions are not subject to the Quimby program.

$$\begin{array}{ccccc} \text{Quimby} & & & & \\ \text{Land} & & & & \\ \text{Dedication} & \times & \text{Quimby Land} & = & \text{Quimby In-} \\ \text{Requirement} & & \text{Value} & & \text{Lieu Fee} \end{array}$$

FIGURE 5 – QUIMBY IN-LIEU FEE

Residential Land Use Category	Quimby Land Dedication Requirement ¹	Quimby Land Value ²	Quimby In- Lieu Fee (Maximum)
Calc	a	b	c = a * b / 43,560
	<i>Land Sq. Ft. Per Dwelling Unit</i>	<i>Per Acre</i>	<i>Per Dwelling Unit</i>
Single-Family Detached Housing	329	\$2,986,000	\$22,553
Single-Family Attached Housing	286	\$2,986,000	\$19,605
Multi-Family Housing	284	\$2,986,000	\$19,468
Mobile Home Development	159	\$2,986,000	\$10,899

Notes:

¹ Determination of the Quimby Land Dedication Requirement is shown Figure 4.

² See Appendix B for more detail.

It is important to note that the City should periodically review the fair market value of land in the City. If land values change significantly in either direction, the Quimby in-lieu fee should be adjusted accordingly.

Moreover, if a subdivider disputes the land value used to determine the in-lieu fee, the City's Quimby ordinance should allow for value to be reevaluated by based upon a qualified real estate appraisal with all costs for such appraisal to be borne by the subdivider.

QUIMBY PROGRAM ADMINISTRATION REQUIREMENTS

This section summarizes the statutory requirements and provides some recommendations for the annual administration of the Quimby program. The specific statutory requirements for the administration of the Quimby program may be found in California Govt. Code § 66477 et seq.

ACCOUNTING REQUIREMENTS

Proceeds from the Quimby in-lieu fee should be deposited into a separate fund or account so that there will be no commingling with other revenue. Any interest earned by such account should be deposited in that account and expended solely for the purpose for which originally collected.

The City must develop a schedule specifying how, when, and where it will use the land or fees, or both, to develop park or recreational facilities to serve the residents of the subdivision.

Quimby in-lieu fees shall be committed within five years after the payment of the fees or the issuance of building permits on one-half of the lots created by the subdivision, whichever occurs later. If the Quimby in-lieu fees are not committed, they, without any deductions, shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots within the subdivision.

ALLOWABLE QUIMBY IN-LIEU EXPENDITURES

Quimby in-lieu fees should be expended solely for the purpose of park land acquisition and developing new or rehabilitating existing neighborhood or community park or recreational facilities to serve the subdivision, except as provided Government Code § 66477(3)(b). It is important to note that the Quimby Act does not define the term “park or recreational purposes.” However, in 1998, the Attorney General opined that the term “recreational purposes” should be broadly construed to include cultural activities, relying on part on the following definition of “recreation” found in Education Code, § 10901(c):

“Recreation means any activity, voluntarily engaged in, which contributes to the physical, mental, or moral development of the individual or group participating therein, and includes any activity in the fields of music, drama, art, handicraft, science, literature, nature study, nature contacting, aquatic sports, and athletics, or any of them, and any informal play incorporating any such activity.”

TRANSPARENCY REQUIREMENTS

The City must post current Quimby Land Dedication Requirements and the Quimby In-Lieu Fees the City's website and update within 30 days of any change.

QUIMBY IN-LIEU FEE EXEMPTIONS

The following construction projects are exempt from the Quimby in-lieu fee.

- A structure owned by a governmental agency.
- Commercial or industrial subdivisions.
- Condominium projects or stock cooperatives that consist of the subdivision of airspace in an existing apartment building that is more than five years old when no new dwelling units are added.

QUIMBY CREDITS

The following circumstances must receive a fee credit.

- If a developer dedicates land or builds specific park facilities under a turn-key agreement, the Quimby in-lieu fee imposed on that development project may be adjusted to reflect a credit for the parks and recreational facilities constructed.
- Common interest developments, as defined in Civil Code § 1351, shall be eligible to receive a credit, as determined by the City Council, against the amount of land required to be dedicated or the amount of the fee imposed, for the value of private open space within the development which is usable for active recreational uses.

QUIMBY LAND VALUE ADJUSTMENT METHOD

The fair market value of land and resulting Quimby in lieu fee established by this Quimby Study are as of January 2023. To keep pace with land inflation, the City should consider annually adjusted the Quimby in lieu fee by percentage change in the median sales price for all homes in the City.

APPENDICES

Appendix A – Current Quimby In-Lieu Fee (2005)

Appendix B – City Park Inventory

Appendix C – Estimate of Fair Market Value of Residential Land

Appendix D – California Govt. Code § 66477 (“The Quimby Act”)

APPENDIX A – CURRENT QUIMBY IN-LIEU FEE (2005)

FIGURE 6 – CURRENT QUIMBY IN-LIEU FEE (2005)

Land Use Category	Unit ¹	Effective March 21, 2005	Effective January 1, 2006	Effective January 1, 2007	Effective January 1, 2008
Single-Family Attached Housing	DU	\$4,500	\$9,038	\$13,538	\$18,076
Duplex Dwelling	DU	\$3,790	\$7,580	\$11,370	\$15,161
Multi-Family	DU	\$3,353	\$6,706	\$10,059	\$13,142
Mobile Home	DU	\$2,478	\$4,956	\$7,434	\$9,913

Notes:

¹ DU means dwelling unit.

APPENDIX B – CITY PARK INVENTORY

FIGURE 7 – CITY PARK INVENTORY

Parks ¹	Total Acres
Coyote Creek Park	3.7
Labourdette Park	0.4
Laurel Park	4.3
Little Cottonwood Park	6.8
Orville Lewis Jr. Park	1.7
Roberts Park	0.1
Soroptimist Park	0.2
Stansbury Park	0.6
Sterns Park	0.6
Total Park Acres	18.4

Source: Los Alamitos General Plan

Notes:

Excluded areas subject to long-term facilities/joint-use agreement between the City and the Los Alamitos Unified School District.

APPENDIX C – ESTIMATE OF FAIR MARKET VALUE OF RESIDENTIAL LAND

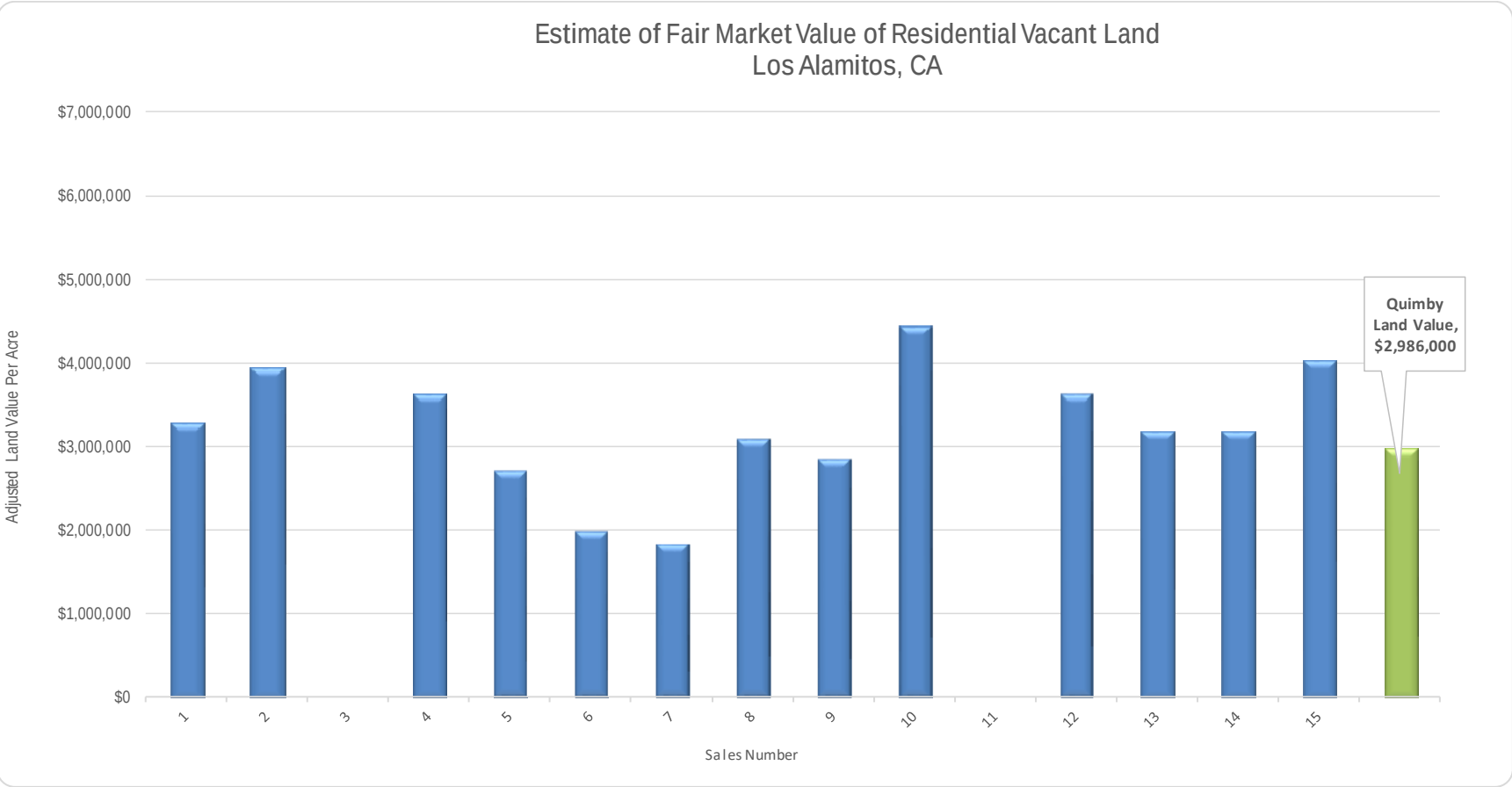
FIGURE 8 – ESTIMATE OF FAIR MARKET VALUE OF RESIDENTIAL LAND

Sale #	APN	Situs Address	Sales Month	Last Price Sold	Land Acres	Average Sales Price Per Acre	Adjust Factor ¹	Current Land Value per Acre	Current Land Value per Sq. Ft.	% Rank	Zoning	Outlier (Excl.)
			<i>Calc</i>	<i>a</i>	<i>b</i>	<i>c = a / b</i>	<i>d</i>	<i>e = c * d</i>	<i>f = e / 43,560</i>	<i>g</i>		
1	096-102-03	7072 Spruce St, Westminster	May-20	\$1,205,000	0.50	\$2,410,000	1.36	\$3,277,600	\$75.24	56%	R2	
2	7039-007-059	0 Roseton Ave, Artesia	Jul-20	\$810,000	0.28	\$2,882,562	1.37	\$3,949,110	\$90.66	75%	R2	
3	090-483-05	1620 W Orangewood Ave, Anaheim	Sep-20	\$960,000	0.71	\$1,348,315	1.33	\$1,793,258	\$41.17	6%	R1	Yes
4	066-184-27	5891 Stanton Ave, Buena Park	Sep-21	\$470,000	0.14	\$3,277,285	1.11	\$3,637,786	\$83.51	68%	R1	
5	066-112-01	5741 Burnham Ave, Buena Park	Sep-21	\$775,000	0.32	\$2,437,107	1.11	\$2,705,189	\$62.10	25%	R1	
6	127-092-01	9862 Ramm Dr, Anaheim	Oct-21	\$430,000	0.24	\$1,791,735	1.10	\$1,970,909	\$45.25	18%	R1	
7	079-751-08	7181 Kermore Ln, Stanton	Nov-21	\$800,000	0.47	\$1,702,128	1.08	\$1,838,298	\$42.20	12%	R1	
8	079-371-26	7401 Katella Ave, Stanton	Nov-21	\$3,250,000	1.14	\$2,853,380	1.08	\$3,081,651	\$70.74	37%	R1	
9	244-152-56	5619 Ball Rd, Cypress	Dec-21	\$1,000,000	0.37	\$2,688,172	1.06	\$2,849,462	\$65.41	31%	R1	
10	215-091-19	8581 Stanford Ave, Garden Grove	Dec-21	\$825,000	0.20	\$4,203,158	1.06	\$4,455,347	\$102.28	87%	R3	
11	242-182-19	10852 Pine St, Los Alamitos	Apr-22	\$975,000	0.15	\$6,500,000	0.97	\$6,305,000	\$144.74	93%	R1	Yes
12	097-072-11	8031 15th St, Westminster	Jun-22	\$600,000	0.16	\$3,815,474	0.95	\$3,624,701	\$83.21	62%	R1	
13	276-362-17	7911 Orangethorpe Ave, Buena Park	Jul-22	\$739,500	0.22	\$3,328,094	0.96	\$3,194,970	\$73.35	50%	R1	
14	7150-030-001	4415 Parkview Dr, Lakewood	Sep-22	\$1,150,000	0.35	\$3,248,588	0.98	\$3,183,616	\$73.09	43%	R1	
15	262-314-01	8542 La Salle St, Cypress	Dec-22	\$2,500,000	0.62	\$4,032,258	1.00	\$4,032,258	\$92.57	81%	RM-20	
Quimby Land Value (Los Alamitos)						\$2,762,000	1.08	\$2,986,000	\$68.55			

Source: County of Orange Assessor's Office, County of Los Angeles Assessor's Office, Zillow Real Estate Network, and SCI Consulting Group

Notes:

¹ Based on the change in median sales price for all homes in Orange County, California from sales month to December 2022 as report by Zillow Real Estate Network.



APPENDIX D – CALIFORNIA GOVT. CODE § 66477 (“THE QUIMBY ACT”)

(a) The legislative body of a City or county may, by ordinance, require the dedication of land or impose a requirement of the payment of fees in lieu thereof, or a combination of both, for park or recreational purposes as a condition to the approval of a tentative map or parcel map, if all of the following requirements are met:

(1) The ordinance has been in effect for a period of 30 days prior to the filing of the tentative map of the subdivision or parcel map.

(2) The ordinance includes definite standards for determining the proportion of a subdivision to be dedicated and the amount of any fee to be paid in lieu thereof. The amount of land dedicated or fees paid shall be based upon the residential density, which shall be determined on the basis of the approved or conditionally approved tentative map or parcel map and the average number of persons per household. There shall be a rebuttable presumption that the average number of persons per household by units in a structure is the same as that disclosed by the most recent available federal census or a census taken pursuant to Chapter 17 (commencing with Section 40200) of Part 2 of Division 3 of Title 4. However, the dedication of land, or the payment of fees, or both, shall not exceed the proportionate amount necessary to provide three acres of park area per 1,000 persons residing within a subdivision subject to this section, unless the amount of existing neighborhood and community park area, as calculated pursuant to this subdivision, exceeds that limit, in which case the legislative body may adopt the calculated amount as a higher standard not to exceed five acres per 1,000 persons residing within a subdivision subject to this section.

(A) The park area per 1,000 members of the population of the City, county, or local public agency shall be derived from the ratio that the amount of neighborhood and community park acreage bears to the total population of the City, county, or local public agency as shown in the most recent available federal census. The amount of neighborhood and community park acreage shall be the actual acreage of existing neighborhood and community parks of the City, county, or local public agency as shown on its records, plans, recreational element, maps, or reports as of the date of the most recent available federal census.

(B) For cities incorporated after the date of the most recent available federal census, the park area per 1,000 members of the population of the City shall be derived from the ratio that the amount of neighborhood and community park acreage shown on the maps, records, or reports of the county in which the newly incorporated City is located bears to the total population of the new City as determined pursuant to Section 11005 of the Revenue and Taxation Code. In making any subsequent calculations pursuant to this section, the county in which the newly incorporated City is located shall not include the figures pertaining to the new City which were calculated pursuant to this paragraph. Fees shall be payable at the time of the recording of the final map or parcel map, or at a later time as may be prescribed by local ordinance.

(3) (A) The land, fees, or combination thereof are to be used only for the purpose of developing new or rehabilitating existing neighborhood or community park or recreational facilities to serve the subdivision, except as provided in subparagraph (B).

(B) Notwithstanding subparagraph (A), fees may be used for the purpose of developing new or rehabilitating existing park or recreational facilities in a neighborhood other than the neighborhood in which the subdivision for which fees were paid as a condition to the approval of a tentative map or parcel map is located, if all of the following requirements are met:

(i) The neighborhood in which the fees are to be expended has fewer than three acres of park area per 1,000 members of the neighborhood population.

(ii) The neighborhood in which the subdivision for which the fees were paid has a park area per 1,000 members of the neighborhood population ratio that meets or exceeds the ratio calculated pursuant to subparagraph (A) of paragraph (2), but in no event is less than three acres per 1,000 persons.

(iii) The legislative body holds a public hearing before using the fees pursuant to this subparagraph.

(iv) The legislative body makes a finding supported by substantial evidence that it is reasonably foreseeable that future inhabitants of the subdivision for which the fee is imposed will use the proposed park and recreational facilities in the neighborhood where the fees are used.

(v) The fees are used within a specified radius that complies with the City's or county's ordinance adopted pursuant to subdivision (a), and are consistent with the adopted general plan or specific plan of the City or county. For purposes of this clause, "specified radius" includes a planning area, zone of influence, or other geographic region designated by the City or county, that otherwise meets the requirements of this section.

(4) The legislative body has adopted a general plan or specific plan containing policies and standards for parks and recreational facilities, and the park and recreational facilities are in accordance with definite principles and standards.

(5) The amount and location of land to be dedicated or the fees to be paid shall bear a reasonable relationship to the use of the park and recreational facilities by the future inhabitants of the subdivision.

(6) (A) The City, county, or other local public agency to which the land or fees are conveyed or paid shall develop a schedule specifying how, when, and where it will use the land or fees, or both, to develop park or recreational facilities to serve the residents of the subdivision. Any fees collected under the ordinance shall be committed within five years after the payment of the fees or the issuance of building permits on one-half of the lots created by the subdivision, whichever occurs later. If the fees are not committed, they, without any deductions, shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots within the subdivision.

(B) The City, county, or other local agency to which the land or fees are conveyed or paid may enter into a joint or shared use agreement with one or more other public districts in the jurisdiction, including, but not limited to, a school district or community college district, in order to provide access to park or recreational facilities to residents of subdivisions with fewer than three acres of park area per 1,000 members of the population.

(7) Only the payment of fees may be required in subdivisions containing 50 parcels or less, except that when a condominium project, stock cooperative, or community apartment project, as those terms are defined in Sections 4105, 4125, and 4190 of the Civil Code, exceeds 50 dwelling units, dedication of land may be required notwithstanding that the number of parcels may be less than 50.

(8) Subdivisions containing less than five parcels and not used for residential purposes shall be exempted from the requirements of this section. However, in that event, a condition may be placed on the approval of a parcel map that if a building permit is requested for construction of a residential structure or structures on one or more of the parcels within four years, the fee may be required to be paid by the owner of each parcel as a condition of the issuance of the permit.

(9) If the subdivider provides park and recreational improvements to the dedicated land, the value of the improvements together with any equipment located thereon shall be a credit against the payment of fees or dedication of land required by the ordinance.

(b) Land or fees required under this section shall be conveyed or paid directly to the local public agency which provides park and recreational services on a communitywide level and to the area within which the proposed development will be located, if that agency elects to accept the land or fee. The local agency accepting the land or funds shall develop the land or use the funds in the manner provided in this section.

(c) If park and recreational services and facilities are provided by a public agency other than a City or county, the amount and location of land to be dedicated or fees to be paid shall, subject to paragraph (2) of subdivision (a), be jointly determined by the City or county having jurisdiction and that other public agency.

(d) This section does not apply to commercial or industrial subdivisions or to condominium projects or stock cooperatives that consist of the subdivision of airspace in an existing apartment building that is more than five years old when no new dwelling units are added.

(e) Common interest developments, as defined in Section 1351 of the Civil Code, shall be eligible to receive a credit, as determined by the legislative body, against the amount of land required to be dedicated, or the amount of the fee imposed, pursuant to this section, for the value of private open space within the development which is usable for active recreational uses.

(f) Park and recreation purposes shall include land and facilities for the activity of "recreational community gardening," which activity consists of the cultivation by persons other than, or in addition to, the owner of the land, of plant material not for sale.

(g) This section shall be known, and may be cited, as the Quimby Act.

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

ITEM NUMBER: 10C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: California Teamsters Local 911 Side Letter, Classification Change

SUMMARY

This report seeks approval of the California Teamster Local 911 side letter amending the November 1, 2021 to October 31, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Teamsters Local 911 ("Teamsters").

RECOMMENDATION

1. Adopt Resolution No.2023-30, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE TEAMSTERS LOCAL 911 EFFECTIVE NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024; REMOVING THE MANAGEMENT ANALYST CLASSIFICATION FROM TEAMSTERS LOCAL 911"; and,
2. Authorize the Mayor to execute the side letter agreement amending the California Teamsters Local 911 Memorandum of Understanding (MOU); and,
3. Adopt Resolution No. 2023-31, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING RESOLUTION 2023-09 TO RECLASSIFY THE MANAGEMENT ANALYST POSITION TO CONFIDENTIAL NON-REPRESENTED EMPLOYEE".

BACKGROUND

This report seeks approval of the California Teamster 911 side letter amending the November 1, 2021 to October 31, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Teamsters Local 911 ("Teamsters"). The following outlines the recommended classification change for Management Analyst from represented California Teamsters 911 to "Confidential" Non-Represented employees.

The Management Analyst position currently resides in the Teamsters 911 bargaining unit and is necessary to perform confidential duties. Staff seeks approval to move this classification to the Confidential unit with the Non-Represented Employees due to the duties of confidentiality.

DISCUSSION

Section 2 of the Teamsters Local 911 MOU shall be amended and restated as follows:

The City hereby recognizes TEAMSTERS as the exclusive representative of the employee representation unit consisting of the following classifications:

Accountant
Assistant Planner
Associate Planner
Code Enforcement Officer
Department Secretary
Finance Assistant
Lead Foreman
~~Management Analyst~~ (remove)
Maintenance Foreman
Maintenance Worker
Maintenance Worker I
Planning Aide
Receptionist
Records Clerk
Records Specialist
Recreation Coordinator
Secretary
Senior Finance Assistant
Senior Maintenance Worker

FISCAL IMPACT

There is no fiscal impact associated with the changes presented.

- Attachment:
1. Teamsters Side Letter Agreement
 2. MOU Teamsters 2021-2024
 3. California Teamsters 911 Salary Schedule
 4. Resolution No. 2023-31 - Non-Represented
 5. Executive Management & Non-Represented Salary Schedule
 6. RESO Teamsters Side Letter Classification Change

**SIDE LETTER AGREEMENT AMENDING
THE NOVEMBER 1, 2021 TO OCTOBER 31, 2024
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOS ALAMITOS ("CITY")
AND THE TEAMSTERS LOCAL 911 ("TEAMSTERS")**

The City of Los Alamitos ("City") and TEAMSTERS LOCAL 911 ("TEAMSTERS") (collectively, the "Parties"), having previously negotiated and executed a Memorandum of Understanding (MOU) for the period November 1, 2021 to October 31, 2024 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the MOU related to MOU Section 2 (RECOGNITION), removing Management Analyst classification from Teamsters Local 911, specifically as follows:

MOU SECTION 2. RECOGNITION

Section 2 of the MOU shall be amended and restated as follows:

The City hereby recognizes TEAMSTERS as the exclusive representative of the employee representation unit consisting of the following classifications:

Accountant
Assistant Planner
Associate Planner
Code Enforcement Officer
Department Secretary
Finance Assistant
Lead Foreman
Maintenance Foreman
Maintenance Worker
Maintenance Worker I
Planning Aide
Receptionist
Records Clerk
Records Specialist
Recreation Coordinator
Secretary
Senior Finance Assistant
Senior Maintenance Worker

TEAMSTERS LOCAL 911

CITY OF LOS ALAMITOS

By: _____
Steward, Amanda McDowell

By: _____
Mayor, Tanya Doby

By: _____
Steward,

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOS ALAMITOS AND TEAMSTERS LOCAL 911
2021- 2024**

This Memorandum of Understanding ("MOU") has been prepared pursuant to Government Code Sections 3500, et seq., as amended, which is generally referred to as the "Meyers-Milias-Brown Act." This agreement has been developed as a result of good faith meet and confer efforts by TEAMSTERS Local 911 ("TEAMSTERS") and the City of Los Alamitos ("City"). The items in this agreement are subject to the approval of the Los Alamitos City Council and will be effective upon the adoption of necessary ordinances and resolutions.

1. TERM

The parties agree that the provisions contained herein shall be subject to all applicable laws and shall cover the period of November 1, 2021 through October 31, 2024.

2. RECOGNITION

The City hereby recognizes TEAMSTERS as the exclusive representative of the employee representation unit consisting of the following classifications:

**Accountant
Assistant Planner
Associate Planner
Code Enforcement Officer
Department Secretary
Finance Assistant
Lead Foreman
Management Analyst
Maintenance Foreman
Maintenance Worker
Maintenance Worker I
Planning Aide
Receptionist
Records Clerk
Records Specialist
Recreation Coordinator
Secretary
Senior Finance Assistant
Senior Maintenance Worker**

The City and TEAMSTERS agree that the provisions of this MOU will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, gender identification, marital status, age, mental or physical disability, and/or any other category protected by federal or state law. Nothing contained herein shall be construed to deny those employees who do not belong to TEAMSTERS from representing themselves.

3. ACCESS TO WORK LOCATIONS

Access to employee locations shall be granted to officers of TEAMSTERS and its official representatives for the purpose of processing grievances or contacting members of TEAMSTERS concerning business within the scope of representation. Access shall be limited to one hour per day and twenty-four hours per year. Such officers or representatives of TEAMSTERS shall not enter any locations without requesting the prior written consent of the City or its authorized representative. Access shall be restricted so as to not interfere with the normal operations of any Department or with established safety or security requirements.

4. CITY RIGHTS

The rights of the City include authority under state law, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and board; set standards and levels of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; determine style and/or types of City-issued wearing apparel equipment or technology used, establish and enforce dress and grooming standards; assign work to and schedule employees in accordance with requirements as determined by the City and establish and change work schedules and assignments upon reasonable notice; and determine organization structure, size and composition of the work force; take all necessary actions to carry out its mission in emergencies; and exercise complete discretion over its organization and the technology of performing its work.

In exercising the above rights, the City shall comply with all applicable provisions of this Agreement.

In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of this Agreement and all applicable State laws.

5. SALARY SCHEDULE ADJUSTMENT

The City will increase the salary ranges of all represented classifications as provided below. Salary ranges shall be adjusted in accordance with the following:

Effective November 7, 2021, Exhibit A1	2.5%
Effective the first full pay period following November 1, 2022, Exhibit A2	2.0%
Effective the first full pay period following November 1, 2023, Exhibit A3	2.0%

6. ONE-TIME CASH DISTRIBUTION

During the term of the MOU, employees shall receive the following non-PERSable cash distributions, less applicable taxes and deductions. Only employees that are active (employed by the City) as of the dates indicated below are eligible for these payment(s).

Effective November 7, 2021, \$2,500.

Effective the first full pay period following May 1, 2022, \$2,500.

7. PAY FOR PERFORMING WORK IN A HIGHER CLASSIFICATION

An employee designated to work in a higher classification shall receive an extra five percent (5%) of the employee's current base salary for out of class pay, as additional compensation for all time spent in the acting position in excess of five consecutive working days and continuing only until such time as the employee is returned to his/her original job classification. Employees transferred to a higher classification for training purposes, to under fill a higher- level position, or to avoid a layoff shall not be eligible for this out of class pay.

8. PAY FOR PERFORMING WORK IN TWO EQUAL CLASSIFICATIONS

An employee assigned with the approval of the City Manager or designee to perform all or substantially all of the duties of a position in the same class as the employee's regular position or another class having the same maximum salary in addition to the employee's regular duties shall receive a minimum of five percent (5%) of the employee's current base salary as additional compensation for time spent in the additional position in excess of thirty (30) days and continuing only until such time as the assignment is terminated. Employees assigned to perform the duties of an additional position for training purposes, to under fill a higher-level position, or to avoid layoff shall not be eligible for this differential.

9. VACATION

A. Purpose

The purpose of annual vacation is to enable each eligible employee annually to return to work refreshed.

B. Basis of Accrual

New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until six (6) months of continuous full-time service have been completed. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than 300 hours of vacation leave. When an employee's accumulated vacation leave balance reaches 300 hours, that employee shall not accrue any further vacation

leave until such time as the employee's accumulated vacation leave balance is reduced below 300 hours.

Vacation leave for employees hired before November 1, 1990 shall be accrued as follows:

<u>Years of Service</u>	<u>Hours</u>
0-3	120
4	128
5	136
6-10	144
11	152
12	160
13	168
14	176
15	184
16	192
= > 17	200

Vacation leave for employees hired on or after November 1, 1990 shall be accrued as follows:

<u>Years of Service</u>	<u>Hours</u>
<u>0-2</u>	<u>80</u>
<u>3</u>	<u>88</u>
<u>4</u>	<u>96</u>
<u>5</u>	<u>104</u>
<u>6</u>	<u>112</u>
<u>7</u>	<u>120</u>
<u>8</u>	<u>128</u>
<u>9</u>	<u>136</u>
<u>10</u>	<u>144</u>
<u>11</u>	<u>152</u>
<u>12</u>	<u>160</u>
<u>13</u>	<u>168</u>
<u>14</u>	<u>176</u>

C. Effect of Holidays on Vacation Leave

If one or more municipal holidays take place while an employee is on vacation leave, such holiday or holidays shall not be charged as vacation leave, but shall be credited as a holiday.

D. Effect of Leave of Absence on Accrual of Vacation Leave

An employee may not accrue vacation leave while he or she is on a leave of absence without pay. Upon return to the City, an employee shall continue his or

her regular accrual of vacation leave. The time an employee spends on a leave of absence without pay shall not count toward years of service for the accrual of vacation leave.

E. Compensation for City Work During Vacation Prohibited

No employee shall be permitted to work for compensation for the City in any capacity while he/she is on vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation and back to work in the event of an emergency and place him or her on regular pay status.

F. Scheduling Vacations

An employee must request and obtain approval from his or her Department Director prior to taking vacation leave, which shall be determined with due regard for the wishes of the employee and particular regard for the needs of service.

G. Annual Vacation Payoff

Employees may receive pay for up to eighty (80) hours of accumulated vacation time during the calendar year provided they have used a minimum of eighty (80) vacation hours during the previous calendar year. Employees not using at least 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Department Director and approved by the City Manager.

H. Vacation Payoff Upon Termination

Employees who terminate employment shall be paid in a lump sum for all accumulated vacation leave time at their current rate of pay in effect upon termination.

When separation is caused by the death of an employee, payment shall be made to the estate of the employee, subject to applicable state or federal law.

10. SICK LEAVE

A. Accrual and Use of Sick Leave

Sick leave with pay shall be accrued at the rate of eight (8) hours for each full calendar month of service. Accumulation shall be unlimited.

Employees may use accrued paid sick leave in a 12-month period for the following reasons: (1) the employee's own diagnosis, care, treatment or preventative care of an existing health condition or disability; (2) the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including the employee's spouse, registered domestic partner, child, parent,

parent-in-law, grandparent, grandchild or sibling; (3) a prescheduled doctor, dental or optometry appointment which has been approved by the employee's Department Director; (4) to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking, with appropriate certification of the need for such services.

No employee shall use more than a total of forty-eight (48) hours of sick leave in a 12-month period for the purposes of (2) and (3) annually.

B. Proof of Illness

If an employee is absent on paid sick leave in excess of three (3) work days (not including statutory protected leave), the employee may be required to file with the City a physician's certificate verifying the need for such absences. Proof of violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Department Director the employee has abused such privileges. Employees on approved Family Medical Leave for intermittent illness or injuries shall not be required to show proof of illness for each instance of sick leave usage.

C. Notification

An employee's need for absence from duty due to personal or family illness shall be reported to his/her immediate supervisor or Department Director as soon as practical after the employee is aware that he/she cannot report to duty and is able to give such notice, generally, no later than thirty (30) minutes prior to the beginning of the employee's assigned shift or as may be specified by his/her Department Director. Extenuating circumstances may prevent an employee from meeting the thirty minute minimum notification. Employees may be asked to verify extenuating circumstances consistent with the provisions of this agreement.

D. Effect of Holidays on Sick Leave

Observed holidays occurring during sick leave shall not count against the employee's use of sick leave hours.

E. Annual Sick Leave Payoff

An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either: (1) up to 25% of his or her unused sick leave earned in the calendar year of distribution; or (2) up to twenty-four (24) hours of accumulated sick leave provided that a minimum of 480 hours remains in the employee's account.

F. Regular Service Retirement Sick Leave Options

Upon regular service retirement, as defined by the California Public Employees' Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:

- (1) A lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said sum shall be based on the salary rate being paid at the time of the employee's service retirement.
- (2) An exchange of all accumulated sick leave for service credit time in the Public Employees' Retirement System.

An employee must choose option 1 or 2. An employee will not be allowed to do both.

F. Calculation of Overtime

Any Sick Leave taken pursuant to this Section 10 (Sick Leave) of the MOU shall not be counted in calculating eligibility for, or the amount of, overtime pay during the same pay period in which Sick Leave is taken.

11. BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, registered domestic partner, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren), he/she shall be entitled to a leave of absence with pay for a period not to exceed three working days. . Bereavement Leave in excess of three working days may be granted at the sole discretion of the City Manager for employees who must travel out of state to attend a funeral covered under this provision. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to his or her Department Director. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months a leave on the grounds of critical illness of that same relative has been granted. Bereavement leave shall not be charged against any of the employee's personal leave banks.

12. TEMPORARY DISABILITY LEAVE

A. Industrially Related Disability

Employees shall be entitled to the benefits under this sub-section only after the City has determined that the disability is industrially related. If an employee is injured on the job to such an extent that temporary industrially related disability leave is necessary, the employee's salary shall be continued at the full rate of pay

for a period up to thirty (30) calendar days with no charge to sick leave. After thirty (30) calendar days, the employee may utilize accrued sick leave, vacation leave and compensatory time off to supplement the benefits received pursuant to worker's compensation laws to provide for full salary maintenance during the period of temporary industrially related disability.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave without pay pursuant to this sub-section. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

B. Non-Industrial Related Disability

Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave, the employee shall be entitled to non-industrially related temporary disability leave. The employee utilizing non-industrially related temporary disability leave may utilize all accumulated sick leave, vacation leave and compensatory time off to provide for full salary maintenance. When the employee is not using accumulated sick leave, vacation leave and compensatory time off, the absence will be designated as leave without pay.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave without pay pursuant to this sub-section. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

13. PARENTAL LEAVE

City shall provide employee parental leaves for eligible employees as required by state and federal law.

The City Manager shall grant an employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or because of disability caused by pregnancy related complications, for a period not to exceed seven months, or as required by law. When the employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager shall grant the request of an employee for a leave of absence without pay for a period not to exceed six months to care for his/her newborn child. When the

employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave of absence without pay pursuant to this sub-section; provided, however, an employee on leave pursuant to the Family Medical Leave Act or the, California Family Rights Act or Pregnancy Disability Leave law shall continue to receive health insurance premium payments required by the FMLA or CFRA or Pregnancy Disability Leave law. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the Parental Leave.

Where permitted by law, leave granted under this Parental Leave Section shall run concurrently with leave as provided in the City of Los Alamitos' Family Care and Medical Leave Policy, and the pregnancy disability leave portions of the California Fair Employment and Housing Act.

14. JURY DUTY

Subject to the exception described below, the City shall compensate an employee on jury duty for up forty (40) working hours within a calendar year. When called to jury duty, an employee, having provided at least five (5) working days written notice, shall be entitled to his or her regular compensation provided that said employee deposits his/her compensation fees for jury service with the Finance Officer. Employees released early from jury duty shall report to their supervisor for the duration of their shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty. Consideration for salary continuation in excess of forty (40) working hours shall be conditioned upon sufficient evidence being presented to the City Manager that: (1) the employee advised the Court of a forty (40) working hour limitation on salary continuation being provided by the City, (2) requested dismissal from jury duty, and that the Court did not excuse the employee from jury service.

15. LEAVE OF ABSENCE WITHOUT PAY

Any employee may be granted a leave of absence without pay of less than ninety (90) days with the approval of his or her Department Director and the City Manager. A request for a leave of absence of Ninety (90) days or more must also be approved by the City Manager.

A. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. The request shall normally be initiated by the employee. Upon written recommendation of the Department Director that it be granted, modified or denied, the request shall be promptly transmitted to the City Manager for consideration. A copy of the approved request for absence without pay shall be promptly delivered to the Assistant City Manager and the employee.

B. Length of Leave and Extension

A leave of absence without pay may be made for a period of ninety (90) days or more, typically not to exceed six (6) months. Conditions for granting an extension of up to six (6) months shall be the same as that in granting the original leave, provided that the extension request is made at least fourteen (14) calendar days prior to the expiration of the original leave.

C. Return from Leave

When an employee intends to return from an authorized leave of absence without pay, he or she shall contact his or her Department Director at least fourteen (14) calendar days prior to the day he or she plans to return. The Department Director shall promptly notify the City Manager of the employee's intention.

D. Leave Without Pay - Insurance Payments

An employee on leave without pay may continue his or her City insurance benefits (medical, vision, dental and life) by reimbursing the City for the cost of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the term of the leave of absence will result in the employee's coverage terminating on the first day of the month following the month in which the last payment was received.

E. Leave Without Pay - Other Benefits

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave of absence without pay pursuant to this sub-section. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

F. Family Medical Leave – Insurance Payments

The City will continue to make insurance contributions for a maximum of twelve (12) weeks on behalf of employees on approved Family Medical Leave and for eligible pregnant employees, up to four (4) months for pregnancy disability leave

and additional twelve (12) weeks for baby-bonding. Employees on approved Family Medical Leave and pregnancy disability leave will continue to be responsible for their out-of-pocket contribution toward insurance costs.

16. HOLIDAYS

A. Authorized Holidays

Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:

- January 1 (New Years Day)
- The third Monday in January (Martin Luther King Jr.'s Birthday)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The Friday after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas)

Employees shall receive eighteen (18) hours of floating holiday time to be used by the employee with Department Director approval during the calendar year (January 1 – December 31).

No employee may accumulate more than a total of eighteen (18) floating holiday hours. On January 1 of each year, each employee will receive only the number of floating holiday hours that is necessary to bring the accumulated total to eighteen (18) hours.

For employees working a 9/80 schedule, all regular holidays shall be paid at nine (9) hours for holidays falling on Monday through Thursday and eight (8) hours for holidays falling on Friday. For employees working a 5/40 schedule, all regular holidays shall be paid at eight (8) hours. For employees working a 4/10 schedule, all regular holidays shall be paid at ten (10) hours.

B. Floating Holidays for New Employees

At the time of hire, new employees shall receive the following floating holiday hours based upon their date of hire on a prorated basis:

Date of Hire

January 1 – March 31	18
April 1 – June 30	14
July 1 – September 30	10
October 1 – December 31	0

C. Procedure if Holiday Falls on Saturday or Sunday

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday, except for Christmas Eve which shall be observed on the preceding Friday.

D. Procedure if Christmas Eve Falls on a Friday

When Christmas Eve falls on a Friday, the preceding Thursday shall be observed as the Holiday.

E. Employees Required to Work on Holiday

Non-exempt employees on a 9/80 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus nine (9) hours of equivalent time off if the holiday falls on Monday through Thursday and eight (8) hours of equivalent time off if the holiday falls on Friday, as determined by their Department Director. Such employees working on the Fourth of July shall receive an eight (8) or nine (9) hour holiday, depending on the day of the week on which the holiday falls, which can be used between the dates of July 6 and 12 as determined by their Department Director, subject to the City's service needs.

Non-exempt employees on a 5/40 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus eight (8) hours of equivalent time off as determined by their Department Director. Such employees working on the Fourth of July shall receive an eight (8) hour holiday between the dates of July 6 and 12 as determined by their Department Director. All employees who are scheduled to work on any holiday which he or she is entitled to take off under the provisions hereof, and who are in fact absent, shall receive full compensation therefore at the straight time rate.

Non-exempt employees on a 4/10 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus ten (10) hours of equivalent time

off as determined by their Department Director. Such employees working on the Fourth of July shall receive a ten (10) hour holiday between the dates of July 6 and 12 as determined by their Department Director. All employees who are scheduled to work on any holiday which he or she is entitled to take off under the provisions hereof, and who are in fact absent, shall receive full compensation therefore at the straight time rate.

17. HOURS OF WORK

Employees shall have a work schedule with specific hours to be worked as prescribed by the Department Director with the approval of the City Manager.

The City Manager may change an employee's work schedule or hours at any time to meet the requirements of the City.

To the extent the City Manager determines practicable, unit employees may be scheduled to work a "4/10 schedule." The 4/10 work schedule shall be defined as working four (4) ten (10) hour days each week, plus an unpaid lunch break during each shift that shall last at least one-half ($\frac{1}{2}$) hour in duration but shall not exceed one (1) hour in duration, totaling forty (40) hours in each workweek. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or his/her designee.

18. ATTENDANCE

Employees shall be in attendance at their workstation in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Director of Administrative Services on a City-approved form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within twenty-four (24) hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City service by the employee. Before the resignation goes into effect, the employee shall be given notice and an opportunity to respond to the City Manager or their designee.

19. OVERTIME

It is the policy of the City of Los Alamitos to avoid the necessity for overtime work whenever possible. In cases of emergency or whenever public interest or necessity requires, any employee may be directed by proper authority to perform overtime work. Employees must obtain approval from their supervisors prior to working any overtime; an employee's failure to do so may subject him or her to disciplinary action, up to and including termination from employment.

A. WorkWeek

The workweek for all Unit Employees shall be 168 regularly recurring hours. For Unit Employees working a schedule other than the 9/80 work schedule, the workweek shall begin at 12:01 a.m. Sunday and end at 12:00 a.m. (midnight) the following Saturday. For Unit Employees working the 9/80 work schedule, each Unit Employee's designated Fair Labor Standards Act ("FLSA") workweek (168 hours in length) shall begin exactly four (4) hours after the start time of his/her eight (8) hour shift on the day of the week that corresponds with the Unit Employee's alternating regular day off. Unit Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City.

All non-exempt employees, as defined by the Fair Labor Standards Act, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) during their designated seven-day workweek.

B. Compensatory Time

At the discretion of the employee, overtime may be compensated at either one and one-half times the regular rate of hourly pay or compensatory time earned at the rate of time and one-half. The maximum accumulation of compensatory time shall be 120 hours. Should an employee desire to take compensatory time off, he or she shall file a written request with his Department Director who shall grant the requested time off unless it interferes with normal operational staffing of the Department.

Upon termination of the employee, all compensatory time shall be paid off at the salary rate in effect.

C. Training Time

Attendance at training schools/facilities, which improves the performance of regular tasks and/or prepares the employee for job advancement, is not compensable for hours in excess of regularly scheduled department approved training time. Any time spent in excess of regularly scheduled department approved training time will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work even though the employee may be confined to campus or barracks twenty-four (24) hours a day.

Travel time to and from a training facility outside the employee's normal work shift is not compensable hours of work. Mandatory training as required by the Department is compensable for actual time spent in training. Employees on an alternative work schedule (i.e., 4/10 or 9/80) shall receive full compensation for their respective shift for an eight (8) hour training session.

D. City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time. Monitoring a radio or other communication device while driving to or from work is not compensable time.

20. ATTENDANCE AT COMMISSION MEETINGS

Non-exempt employees who are required to attend Commission meetings that extend beyond their assigned schedule shall be compensated at the rate of one and one-half times their regular rate of pay for a minimum of two hours.

21. CALL BACK PAY

Call back duty occurs when an employee is unexpectedly ordered by his/her Department Director to return to duty following the termination of his/her normal work shift because of unanticipated work requirements. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be paid a minimum of four (4) hours compensation at the rate of one and one-half times his/her regular rate of pay commencing when he or she reports for duty. Any hours worked in excess of four (4) hours shall be compensated at the rate of one and one-half times his/her regular rate of pay.

22. STANDBY PAY

Standby duty shall be determined and assigned at the sole discretion of the Public Works Director.

- A.** Standby duty shall be defined as time outside of an employee's scheduled work shift when the employee must remain prepared to respond to emergencies or other unplanned events which require prompt attention.
- B.** While on such duty, employees shall carry an electronic pager, cellular phone, or other communication device so that they may be alerted to the need to respond to an emergency or urgent situation.
- C.** Employees participating in Standby Duty shall be compensated at a rate \$25 per weekday and \$40 per weekend and/or holiday for each twenty four (24) hour period that they spend on said duty.
- D.** While performing Standby Duty, employees must respond within a reasonable time following notification of the callback and must have access to transportation at all times.
- E.** Employees shall not consume, be impaired by or have in their biological system alcohol or drugs while performing Standby Duty. All of the provisions

of the City of Los Alamitos Alcohol and Drug Use Policy shall apply to employee's participation in Standby Duty.

23. MONTHLY MEDICAL INSURANCE CONTRIBUTION

Effective January 1, 2018, the City shall contribute up to one thousand two hundred ninety four dollars (\$1,294.00) per month toward the payment of premiums for affected employees and dependents under the existing health, dental, and optical insurance programs.

Effective January 1, 2022, the City shall contribute a monthly allowance toward the payment of premiums as follows:

	Employee Only	Employee +1	Family
January 1, 2022	\$1294	\$1419	\$1469
January 1, 2023	\$1294	\$1419	\$1469
January 1, 2024	\$1319	\$1419	\$1469

Any contribution necessary to maintain benefits under any insurance program in excess of the City's monthly contribution shall be borne entirely by the employee.

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive \$500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage than the City's plans, may elect to receive an additional \$200.00 per month in lieu of participation in the City's dental and vision programs, for a total of \$700.00 per month of compensation in lieu of health, dental and vision insurance plan participation. The additional \$200 per month in lieu of participation in the City's dental and vision programs, is only available if the employee opts out of the City's medical as well as the dental and vision programs.

24. DENTAL PLAN

The City agrees to make available a dental plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the dental plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee.

25. OPTICAL PLAN

The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance

contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee.

26. TERM LIFE INSURANCE PLAN

After an employee has worked for sixty (60) days on the City's payroll, the City will provide that employee with term life insurance and accidental life and dismemberment policies effective on the first day of the next month following the completion of the sixty days. Participation in this plan is mandatory. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of \$50,000 of coverage. The City shall pay for this coverage.

27. LONG - TERM DISABILITY PLAN

After an employee has worked for sixty (60) days on the City's payroll, the City will provide each employee with long-term disability coverage based on two-thirds of the employee's monthly salary up to a maximum benefit of \$2,000 per month, effective on the first day of the next month following the completion of the sixty days. Participation in this plan is mandatory. The City shall pay for this coverage.

28. AFFORDABLE CARE ACT REOPENER

During the term of this MOU, either party may reopen labor negotiations for the purpose of discussing potential penalties, taxes or other impacts under the Affordable Care Act.

29. PHYSICAL EXAMINATION

The City agrees to pay a licensed physician/clinic selected by the City the fee not to exceed \$370 for a physical examination. The City will pay for this physical examination according to the following schedule:

<u>Age</u>	<u>Frequency</u>
To 30	Once every 4 years
31 – 39	Once every 3 years
40 - 49	Once every 2 years
50 and over	Once per year

Prior to undergoing a physical examination, the employee must make a written request to the City Manager for approval of payment.

30. RETIREES' MEDICAL INSURANCE

A. Employees Hired Before August 1, 1994

Only those employees who were hired before August 1, 1994, who have provided ten (10) years of service to the City, and who have reached the age of fifty (50) shall be eligible for insurance hereunder. The City shall contribute to the health

and dental premium cost for each employee and his or her spouse or registered domestic partner, upon a regular service retirement as defined by Public Employees' Retirement System law. The City shall contribute an amount equal to the amount then being contributed on behalf of active duty employees, hired before January 1, 1997, pursuant to the Monthly Medical Insurance Contribution section above.

The insurance received for ten (10) years of services with the City at age fifty (50) with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. To receive this benefit, the employee must apply within 120 days of separation from service.

City-paid contributions shall continue while either the employee or spouse/registered domestic partner is alive, but shall terminate when the employee or spouse/registered domestic partner becomes eligible for Medicare, MediCal or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

B. Employees Hired After August 1, 1994

Only those employees who were hired on or after August 1, 1994, who have provided fifteen (15) years of service to the City, and who have reached the age of fifty-five (55) shall be eligible for insurance hereunder. The City shall contribute to the medical and dental premium cost for each employee and his or her spouse or registered domestic partner upon a regular service retirement as defined by Public Employees' Retirement System law. The City shall contribute an amount equal to the amount then being contributed on behalf of active duty employees at the employee plus two rate pursuant to the Monthly Medical Insurance Contribution section (Section 23) above.

The insurance coverage employees receive for fifteen (15) years of service with the City at age fifty-five (55) with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. To receive this benefit, the employee must apply within 120 days of separation from service.

City-paid contributions shall continue while either the employee or spouse/registered domestic partner is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal or other public-supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

C. Minimum Retiree Medical Contribution

Employees who retire from City services shall, at a minimum, be provided the retiree health stipend required by PERS law, also known as the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum,

31. DEFERRED COMPENSATION

Members may take loans, including mortgage loans, against their deferred compensation balances to the extent allowed by law. It shall be the sole responsibility of the individual member to understand the potential tax ramifications associated with such a loan. The City will execute paperwork with the Deferred Compensation carriers to ensure that it will no longer be a requirement to obtain prior approval from the City before obtaining such a loan.

The City shall offer a Roth IRA to all 457 participants at the employee's discretion.

32. EDUCATION REIMBURSEMENT

All bargaining unit employees are eligible for reimbursement by the City for tuition in connection with educational endeavors. Tuition reimbursement shall not exceed the per unit cost charged by the California State University System. The per unit cost shall be based on three (3) units if one (1) class is taken during a quarter or semester, or based on six (6) units if more than one (1) class is taken during a quarter or semester. Only those courses, which have a bearing on the employee's position with the City, will be considered by the City Manager for reimbursement.

In order to be reimbursed, an employee must submit a request for reimbursement to his or her Department Director for recommendation to the City Manager. The request must be in writing and include the name of the school, the course title, the cost of enrollment, and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval or disapproval.

The employee will pay for all costs associated with the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded courses, a letter grade of C or better is required for completion; in a pass/fail course, a pass is required for completion; and in a credit/no credit course, a credit is required for completion.

An employee must also submit receipts for tuition expense. This will then be processed through the Finance Department.

33. RETIREMENT

Except as set forth below, retirement benefits are provided for personnel under the 2.7% at 55 Plan of the Public Employees Retirement System, the Level 4 of the 1959 Survivor Benefit and the Pre-Retirement Option 2 Death Benefit.

The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement for the 2.7% at 55 retirement benefit level and at the 2% at 62 level for New Employees (as defined below).

“New” members of PERS shall be placed in the 2%@62 retirement tier. They shall pay the statutorily required contribution rate as defined in California Government Code Section 7522.30 (PEPRA) and determined by PERS. This rate shall be one half (1/2) of the normal cost of the benefit. “New” members are defined in California Government Code Section 7522.04 (PEPRA). “Legacy” members shall be those members not deemed to be “new” members.

“Legacy” members pay 100% of the mandated CalPERS member contribution, which is 8% of compensation.

At no time during this agreement will the employee be responsible for any part of the Employer’s contribution to the Public Employees Retirement System.

Employees (other than “new” members) qualify for minimum retirement benefits after five years of service and reaching 55 years of age. Unless otherwise required by PEPRA, retirement benefits will be based on the highest twelve months salary as well as employee’s age and length of service.

34. UNIFORM ALLOWANCE

The City shall provide Maintenance Worker I, Maintenance Workers, Senior Maintenance Workers, Maintenance Foreman, Records Clerk and Records Specialist, and Community Liaison Officer with a uniform maintenance allowance of \$25.00 per pay period.

35. CERTIFICATION PAY

Persons employed in the Mechanic and Master Mechanic position classifications who achieve Level 1 Certification for automobile maintenance through the National Institute for Automotive Service Excellence (“ASE”) shall receive additional pay equal to two percent (2%) of their base salary effective the first pay period following proof of certification. Persons employed in the Mechanic and Master Mechanic position classifications who achieve Level 2 Certification for automobile maintenance through ASE shall receive additional pay equal to four percent (4%) of base salary effective. Persons employed in the Mechanic and Master Mechanic position classifications who achieve Master Technician Status through ASE shall receive additional pay in an amount equal to 6% of their base salary. Level 1 ASE Certification Pay is based on the passing any two (2) tests as listed below. Eligible tests shall be from either the Automotive Test or

Medium/Heavy Truck Test categories. Employees must pass two (2) tests from a single category and may not qualify for certification pay by combining and passing tests from two (2) categories. The list of qualified ASE courses and tests are listed below:

AUTOMOTIVE TESTS:

- A1 - Engine Repair
- A2 – Automatic Trans/Transaxle
- A3 – Manual Drive Train and Axles
- A4 – Suspension and Steering
- A5 – Brakes
- A6 – Electrical/Electronic Systems
- A7 – Heating and Air Conditioning
- A8 – Engine Performance

MEDIUM/HEAVY TRUCK TESTS:

- T1 – Gasoline Engines
- T2 – Diesel Engines
- T3 – Drive Train
- T4 – Brakes
- T5 – Suspension & Steering
- T6 – Electrical/Electronic Systems
- T7 – Heating, Ventilation, & Air Conditioning
- T8 – Preventive Maintenance Inspection

Employees eligible for ASE Certification pay shall not receive an increase in excess of six percent (6%) of base pay regardless of the number of ASE certified courses and tests passed.

Employees shall be responsible for maintaining and keeping current ASE certifications. Employees who do not possess current ASE certifications, as defined above, are not eligible to receive certification pay.

Persons employed in the Maintenance Worker, Maintenance Foreman and Senior Maintenance Worker position classifications who complete the requirements and achieve NPSI Certified Playground Safety Inspector status shall receive an additional two-percent (2%) of base salary.

The City Manager, or designee, must approve all requests to complete coursework associated with employee eligibility for ASE automotive repair and NPSI playground inspection certificate pay.

36. SAFETY SHOE ALLOWANCE

The City will provide an annual maximum allowance of \$300 for safety shoes for Maintenance Workers, Senior Maintenance Workers, Mechanic, Master Mechanic, and Maintenance Foreman. The City will select the vendor from which an employee may

purchase the safety shoes. Any cost in excess of \$300 will be the responsibility of the employee.

37. MILEAGE REIMBURSEMENT

Those employees utilizing their own vehicle for City business shall be reimbursed at the rate designated by the Internal Revenue Service. Employees shall be reimbursed upon the submittal of a reimbursement form with their Department Director approval.

38. GRIEVANCE PROCEDURE

Grievance shall be defined as any good faith or reasonable complaint of an employee or a group of employees or a dispute between the City and said employee or a group of employees involving the interpretation, application, or enforcement of the Personnel and Policies Manual, applicable Memoranda of Understanding, and Administrative Rules and Regulations Manual; provided, however, complaints involving disciplinary actions, and rejection from probation, are not grievable.

The steps of the grievance procedure are as follows:

A. Step One

Grievances must be discussed with the employee's immediate supervisor, or his/her superior in the event that the employee's dispute is with the immediate supervisor, within ten (10) working days of the occurrence of the event-giving rise thereto. The supervisor or his/her superior will attempt to resolve the matter and will, within a reasonable period of time, issue his/her decision on the matter in writing.

B. Step Two

If not previously resolved in Step One, the employee may, within ten (10) working days of receiving the written decision of the employee's supervisor or his/her superior, submit a written request for review by the Department Director. The Department Director shall make such investigation of the facts and issues as is warranted under the circumstances and shall make a determination within ten (10) working days of receipt of the request and the written decision of the supervisor or his/her superior. (If the grievance was addressed by the department director under Section A., above, the employee may proceed directly to Step Three, Section C., below.) The Department Director shall provide the employee with a written decision of his/her determination.

C. Step Three

If the employee is dissatisfied with the determination of the Department Director, the employee shall, within ten (10) working days of receipt of the Department Director's determination, notify the City Manager and/or Personnel Officer, in addition to his/her Department Director, of the employee's desire to appeal such determination. Said notice shall be in writing.

- D. The City Manager and/or Personnel Officer, or his/her designee, shall arrange and conduct a meeting between the employee and the Department Director. At such meeting, discussion shall be limited to the issues raised in the initial grievance complaint and an earnest effort shall be made to resolve the dispute.
- E. Following the meeting in Step Three, the City Manager and/or Personnel Officer shall issue a statement of his/her conclusions and findings. The decision of the City Manager and/or Personnel Officer shall be final.

39. PEACEFUL PERFORMANCE

Apart from, and in addition to, existing legal restrictions on work stoppages, the Association hereby agrees that neither it, nor its officers, agents or representatives shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, speedup, sick-out, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever. In the event of work stoppage or disruption as enumerated above, the Association, its officers, agents, and representatives shall do everything in their power to end or avert the same. Violation hereof will subject the violator to legal and equitable judicial relief.

Any employee engaging in or assisting any work stoppage or disruption as enumerated above, or refusing to perform duly assigned work shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

It is understood that violation of this article by the Association will warrant the withdrawal of any rights, privileges or services provided in this Agreement and/or legal action by the City for redress and/or damages.

The inclusion of this article in this contract shall in no way be deemed to stop the City from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this contract.

40. CONSTRUCTION

Nothing contained in this Memorandum of Understanding, or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law, which may cover the topic. For purposes of the reference, law shall include the Federal and California Constitutions and all relevant Federal and California statutes, and all final

appellate court decisions on the issue. References contained herein to matters covered by law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City.

41. FULL UNDERSTANDING, MODIFICATION, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties, hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

42. SAVINGS CLAUSE

This Memorandum of Understanding is subject to all applicable Federal, State, and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdictions, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

43. BILINGUAL PAY

Upon written designation by the City Manager, and based on the needs of each Department, bargaining unit employees shall receive additional monthly compensation after providing the City with evidence deemed appropriate by the City of ability to provide competent oral and/or written translation services for a second language.

An employee demonstrating both oral and written bilingual competency through means of City examination in a language approved by the City as a business necessity shall receive \$50 per month. An employee who demonstrates bilingual competency in more than one language shall only receive \$50 per month.

Bilingual compensation shall be available to those employees whose duties include enforcement, public counter or reception responsibilities, or as otherwise determined by the City to be a business necessity. Requests for bilingual compensation shall be considered and approved at the discretion of the City Manager. Approvals shall be commensurate with the needs of the respective City Department. If more than one employee is eligible for bilingual compensation beyond the needs of the City and/or Department, the employee with the highest score on the examination shall receive the bilingual pay.

Any employee receiving this bilingual compensation shall perform those bilingual related translation duties as required by any City supervisor. Should an employee receiving this bilingual compensation fail to perform those bilingual related translation duties as required by any City supervisor, then the employee is subject not only to disciplinary action, but said employee shall also be subject to elimination of his/her bilingual compensation pay.

SIGNATURES ON THE FOLLOWING PAGE

City of Los Alamitos

TEAMSTERS LOCAL 911

Mark Chirco
Mayor

Anthony Vazquez
Steward

Amanda McDowell
Steward

Attest:

Windmera Quintanar, MMC
City Clerk

Approved as to Form:

Michael Daudt
City Attorney

CALIFORNIA TEAMSTERS 911

SALARY SCHEDULE

JULY 4, 2021

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	17.35	18.21	19.14	20.08	21.08
		2	HOURLY	16.92	17.78	18.67	19.58	20.57
		3	HOURLY	16.51	17.34	18.20	19.13	20.07
120	Records Clerk	1	HOURLY	20.36	21.39	22.46	23.58	24.77
		2	HOURLY	19.88	20.87	21.92	23.00	24.15
		3	HOURLY	19.40	20.35	21.37	22.45	23.57
125	Maintenance Worker	1	HOURLY	21.82	22.91	24.05	25.24	26.52
		2	HOURLY	21.29	22.34	23.47	24.65	25.87
		3	HOURLY	20.78	21.80	22.90	24.04	25.23
126	Maintenance Worker 1	1	HOURLY	22.92	24.07	25.27	26.53	27.86
		2	HOURLY	22.37	23.49	24.66	25.90	27.19
		3	HOURLY	21.82	22.91	24.06	25.26	26.52
130	Secretary	1	HOURLY	23.16	24.32	25.53	26.80	28.15
		2	HOURLY	22.60	23.71	24.89	26.16	27.46
		3	HOURLY	22.04	23.15	24.31	25.50	26.79
135	Records Specialist	1	HOURLY	24.09	25.29	26.56	27.89	29.29
136	Community Liaison Officer	2	HOURLY	23.52	24.69	25.92	27.22	28.57
		3	HOURLY	22.94	24.08	25.27	26.55	27.87
140	Senior Maintenance Worker	1	HOURLY	25.35	26.61	27.95	29.34	30.81
145	Finance Assistant	2	HOURLY	24.73	25.95	27.27	28.61	30.05
150	Mechanic	3	HOURLY	24.11	25.31	26.59	27.91	29.31
152	Planning Aide							
155	Recreation Coordinator	1	HOURLY	25.57	26.87	28.20	29.62	31.10
157	Recreation Coordinator/ Graphic Design	2	HOURLY	24.96	26.21	27.51	28.90	30.33
		3	HOURLY	24.35	25.56	26.85	28.18	29.61
160	Department Secretary	1	HOURLY	26.09	27.39	28.77	30.21	31.72
		2	HOURLY	25.46	26.74	28.07	29.47	30.95
		3	HOURLY	24.83	26.08	27.38	28.74	30.20
305	Senior Finance Assistant	1	HOURLY	28.14	29.55	31.02	32.57	34.19
		2	HOURLY	27.45	28.84	30.26	31.77	33.36
		3	HOURLY	26.78	28.12	29.52	31.00	32.54
170	Assistant Planner	1	HOURLY	29.17	30.63	32.16	33.78	35.45
175	Code Enforcement Officer	2	HOURLY	28.46	29.87	31.37	32.94	34.60
		3	HOURLY	27.76	29.16	30.60	32.14	33.76
180	Maintenance Foreman	1	HOURLY	29.42	30.90	32.44	34.05	35.77
185	Master Mechanic	2	HOURLY	28.69	30.13	31.66	33.23	34.89
		3	HOURLY	28.01	29.41	30.86	32.42	34.02
205	Lead Foreman	1	HOURLY	31.34	32.91	34.56	36.28	38.09
		2	HOURLY	30.58	32.11	33.72	35.40	37.17
		3	HOURLY	29.83	31.32	32.89	34.54	36.26
210	Accountant	1	HOURLY	33.20	34.87	36.60	38.42	40.34
		2	HOURLY	32.40	34.00	35.71	37.48	39.36
		3	HOURLY	31.61	33.18	34.82	36.58	38.40
195	Associate Planner	1	HOURLY	33.29	34.96	36.69	38.55	40.44
		2	HOURLY	32.48	34.10	35.81	37.59	39.48
		3	HOURLY	31.69	33.27	34.93	36.67	38.53
220	Management Analyst	1	HOURLY	37.35	39.21	41.17	43.23	45.39
		2	HOURLY	36.43	38.25	40.17	42.17	44.29
		3	HOURLY	35.54	37.32	39.18	41.14	43.20

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021**

EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	17.78	18.67	19.62	20.58	21.61
			MONTHLY	3,081.87	3,236.13	3,400.80	3,567.20	3,745.73
			ANNUAL	36,982.40	38,833.60	40,809.60	42,806.40	44,948.80
		2	HOURLY	17.34	18.22	19.14	20.07	21.08
			MONTHLY	3,005.60	3,158.13	3,317.60	3,478.80	3,653.87
			ANNUAL	36,067.20	37,897.60	39,811.20	41,745.60	43,846.40
		3	HOURLY	16.92	17.77	18.66	19.61	20.57
			MONTHLY	2,932.80	3,080.13	3,234.40	3,399.07	3,565.47
			ANNUAL	35,193.60	36,961.60	38,812.80	40,788.80	42,785.60
120	Records Clerk	1	HOURLY	20.87	21.92	23.02	24.17	25.39
			MONTHLY	3,617.47	3,799.47	3,990.13	4,189.47	4,400.93
			ANNUAL	43,409.60	45,593.60	47,881.60	50,273.60	52,811.20
		2	HOURLY	20.38	21.39	22.47	23.58	24.75
			MONTHLY	3,532.53	3,707.60	3,894.80	4,087.20	4,290.00
			ANNUAL	42,390.40	44,491.20	46,737.60	49,046.40	51,480.00
		3	HOURLY	19.89	20.86	21.90	23.01	24.16
			MONTHLY	3,447.60	3,615.73	3,796.00	3,988.40	4,187.73
			ANNUAL	41,371.20	43,388.80	45,552.00	47,860.80	50,252.80
125	Maintenance Worker	1	HOURLY	22.37	23.48	24.65	25.87	27.18
			MONTHLY	3,877.47	4,069.87	4,272.67	4,484.13	4,711.20
			ANNUAL	46,529.60	48,838.40	51,272.00	53,809.60	56,534.40
		2	HOURLY	21.82	22.90	24.06	25.27	26.52
			MONTHLY	3,782.13	3,969.33	4,170.40	4,380.13	4,596.80
			ANNUAL	45,385.60	47,632.00	50,044.80	52,561.60	55,161.60
		3	HOURLY	21.30	22.35	23.47	24.64	25.86
			MONTHLY	3,692.00	3,874.00	4,068.13	4,270.93	4,482.40
			ANNUAL	44,304.00	46,488.00	48,817.60	51,251.20	53,788.80
126	Maintenance Worker 1	1	HOURLY	23.49	24.67	25.90	27.19	28.56
			MONTHLY	4,071.60	4,276.13	4,489.33	4,712.93	4,950.40
			ANNUAL	48,859.20	51,313.60	53,872.00	56,555.20	59,404.80
		2	HOURLY	22.93	24.08	25.28	26.55	27.87
			MONTHLY	3,974.53	4,173.87	4,381.87	4,602.00	4,830.80
			ANNUAL	47,694.40	50,086.40	52,582.40	55,224.00	57,969.60
		3	HOURLY	22.37	23.48	24.66	25.89	27.18
			MONTHLY	3,877.47	4,069.87	4,274.40	4,487.60	4,711.20
			ANNUAL	46,529.60	48,838.40	51,292.80	53,851.20	56,534.40
130	Secretary	1	HOURLY	23.74	24.93	26.17	27.47	28.85
			MONTHLY	4,114.93	4,321.20	4,536.13	4,761.47	5,000.67
			ANNUAL	49,379.20	51,854.40	54,433.60	57,137.60	60,008.00
		2	HOURLY	23.17	24.30	25.51	26.81	28.15
			MONTHLY	4,016.13	4,212.00	4,421.73	4,647.07	4,879.33
			ANNUAL	48,193.60	50,544.00	53,060.80	55,764.80	58,552.00
		3	HOURLY	22.59	23.73	24.92	26.14	27.46
			MONTHLY	3,915.60	4,113.20	4,319.47	4,530.93	4,759.73
			ANNUAL	46,987.20	49,358.40	51,833.60	54,371.20	57,116.80

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021**

EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
135	Records Specialist	1	HOURLY	24.69	25.92	27.22	28.59	30.02
136	Community Liaison Officer		MONTHLY	4,279.60	4,492.80	4,718.13	4,955.60	5,203.47
			ANNUAL	51,355.20	53,913.60	56,617.60	59,467.20	62,441.60
		2	HOURLY	24.11	25.31	26.57	27.90	29.28
			MONTHLY	4,179.07	4,387.07	4,605.47	4,836.00	5,075.20
			ANNUAL	50,148.80	52,644.80	55,265.60	58,032.00	60,902.40
		3	HOURLY	23.51	24.68	25.90	27.21	28.57
			MONTHLY	4,075.07	4,277.87	4,489.33	4,716.40	4,952.13
			ANNUAL	48,900.80	51,334.40	53,872.00	56,596.80	59,425.60
140	Senior Maintenance Worker	1	HOURLY	25.98	27.28	28.65	30.07	31.58
145	Finance Assistant		MONTHLY	4,503.20	4,728.53	4,966.00	5,212.13	5,473.87
150	Mechanic		ANNUAL	54,038.40	56,742.40	59,592.00	62,545.60	65,686.40
152	Planning Aide	2	HOURLY	25.35	26.60	27.95	29.33	30.80
			MONTHLY	4,394.00	4,610.67	4,844.67	5,083.87	5,338.67
			ANNUAL	52,728.00	55,328.00	58,136.00	61,006.40	64,064.00
		3	HOURLY	24.71	25.94	27.25	28.61	30.04
			MONTHLY	4,283.07	4,496.27	4,723.33	4,959.07	5,206.93
			ANNUAL	51,396.80	53,955.20	56,680.00	59,508.80	62,483.20
155	Recreation Coordinator	1	HOURLY	26.21	27.54	28.91	30.36	31.88
157	Recreation Coordinator/ Graphic Design		MONTHLY	4,543.07	4,773.60	5,011.07	5,262.40	5,525.87
			ANNUAL	54,516.80	57,283.20	60,132.80	63,148.80	66,310.40
		2	HOURLY	25.58	26.87	28.20	29.62	31.09
			MONTHLY	4,433.87	4,657.47	4,888.00	5,134.13	5,388.93
			ANNUAL	53,206.40	55,889.60	58,656.00	61,609.60	64,667.20
		3	HOURLY	24.96	26.20	27.52	28.88	30.35
			MONTHLY	4,326.40	4,541.33	4,770.13	5,005.87	5,260.67
			ANNUAL	51,916.80	54,496.00	57,241.60	60,070.40	63,128.00
160	Department Secretary	1	HOURLY	26.74	28.07	29.49	30.97	32.51
			MONTHLY	4,634.93	4,865.47	5,111.60	5,368.13	5,635.07
			ANNUAL	55,619.20	58,385.60	61,339.20	64,417.60	67,620.80
		2	HOURLY	26.10	27.41	28.77	30.21	31.72
			MONTHLY	4,524.00	4,751.07	4,986.80	5,236.40	5,498.13
			ANNUAL	54,288.00	57,012.80	59,841.60	62,836.80	65,977.60
		3	HOURLY	25.45	26.73	28.06	29.46	30.96
			MONTHLY	4,411.33	4,633.20	4,863.73	5,106.40	5,366.40
			ANNUAL	52,936.00	55,598.40	58,364.80	61,276.80	64,396.80
305	Senior Finance Assistant	1	HOURLY	28.84	30.29	31.80	33.38	35.04
			MONTHLY	4,998.93	5,250.27	5,512.00	5,785.87	6,073.60
			ANNUAL	59,987.20	63,003.20	66,144.00	69,430.40	72,883.20
		2	HOURLY	28.14	29.56	31.02	32.56	34.19
			MONTHLY	4,877.60	5,123.73	5,376.80	5,643.73	5,926.27
			ANNUAL	58,531.20	61,484.80	64,521.60	67,724.80	71,115.20
		3	HOURLY	27.45	28.82	30.26	31.78	33.35
			MONTHLY	4,758.00	4,995.47	5,245.07	5,508.53	5,780.67
			ANNUAL	57,096.00	59,945.60	62,940.80	66,102.40	69,368.00

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021**

EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
170	Assistant Planner	1	HOURLY	29.90	31.40	32.96	34.62	36.34
175	Code Enforcement Officer		MONTHLY	5,182.67	5,442.67	5,713.07	6,000.80	6,298.93
			ANNUAL	62,192.00	65,312.00	68,556.80	72,009.60	75,587.20
		2	HOURLY	29.17	30.62	32.15	33.76	35.47
			MONTHLY	5,056.13	5,307.47	5,572.67	5,851.73	6,148.13
			ANNUAL	60,673.60	63,689.60	66,872.00	70,220.80	73,777.60
		3	HOURLY	28.45	29.89	31.37	32.94	34.60
			MONTHLY	4,931.33	5,180.93	5,437.47	5,709.60	5,997.33
			ANNUAL	59,176.00	62,171.20	65,249.60	68,515.20	71,968.00
180	Maintenance Foreman	1	HOURLY	30.16	31.67	33.25	34.90	36.66
185	Master Mechanic		MONTHLY	5,227.73	5,489.47	5,763.33	6,049.33	6,354.40
			ANNUAL	62,732.80	65,873.60	69,160.00	72,592.00	76,252.80
		2	HOURLY	29.41	30.88	32.45	34.06	35.76
			MONTHLY	5,097.73	5,352.53	5,624.67	5,903.73	6,198.40
			ANNUAL	61,172.80	64,230.40	67,496.00	70,844.80	74,380.80
		3	HOURLY	28.71	30.15	31.63	33.23	34.87
			MONTHLY	4,976.40	5,226.00	5,482.53	5,759.87	6,044.13
			ANNUAL	59,716.80	62,712.00	65,790.40	69,118.40	72,529.60
205	Lead Foreman	1	HOURLY	32.12	33.73	35.42	37.19	39.04
			MONTHLY	5,567.47	5,846.53	6,139.47	6,446.27	6,766.93
			ANNUAL	66,809.60	70,158.40	73,673.60	77,355.20	81,203.20
		2	HOURLY	31.34	32.91	34.56	36.29	38.10
			MONTHLY	5,432.27	5,704.40	5,990.40	6,290.27	6,604.00
			ANNUAL	65,187.20	68,452.80	71,884.80	75,483.20	79,248.00
		3	HOURLY	30.58	32.10	33.71	35.40	37.17
			MONTHLY	5,300.53	5,564.00	5,843.07	6,136.00	6,442.80
			ANNUAL	63,606.40	66,768.00	70,116.80	73,632.00	77,313.60
210	Accountant	1	HOURLY	34.03	35.74	37.52	39.38	41.35
			MONTHLY	5,898.53	6,194.93	6,503.47	6,825.87	7,167.33
			ANNUAL	70,782.40	74,339.20	78,041.60	81,910.40	86,008.00
		2	HOURLY	33.21	34.85	36.60	38.42	40.34
			MONTHLY	5,756.40	6,040.67	6,344.00	6,659.47	6,992.27
			ANNUAL	69,076.80	72,488.00	76,128.00	79,913.60	83,907.20
		3	HOURLY	32.40	34.01	35.69	37.49	39.36
			MONTHLY	5,616.00	5,895.07	6,186.27	6,498.27	6,822.40
			ANNUAL	67,392.00	70,740.80	74,235.20	77,979.20	81,868.80
195	Associate Planner	1	HOURLY	33.71	35.40	37.15	39.03	40.95
			MONTHLY	5,843.07	6,136.00	6,439.33	6,765.20	7,098.00
			ANNUAL	70,116.80	73,632.00	77,272.00	81,182.40	85,176.00
		2	HOURLY	33.29	34.95	36.71	38.53	40.47
			MONTHLY	5,770.27	6,058.00	6,363.07	6,678.53	7,014.80
			ANNUAL	69,243.20	72,696.00	76,356.80	80,142.40	84,177.60
		3	HOURLY	32.48	34.10	35.80	37.59	39.49
			MONTHLY	5,629.87	5,910.67	6,205.33	6,515.60	6,844.93
			ANNUAL	67,558.40	70,928.00	74,464.00	78,187.20	82,139.20

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021**

EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
220	Management Analyst	1	HOURLY	38.28	40.19	42.20	44.31	46.52
			MONTHLY	6,635.20	6,966.27	7,314.67	7,680.40	8,063.47
			ANNUAL	79,622.40	83,595.20	87,776.00	92,164.80	96,761.60
		2	HOURLY	37.34	39.21	41.17	43.22	45.40
			MONTHLY	6,472.27	6,796.40	7,136.13	7,491.47	7,869.33
			ANNUAL	77,667.20	81,556.80	85,633.60	89,897.60	94,432.00
		3	HOURLY	36.43	38.25	40.16	42.17	44.28
			MONTHLY	6,314.53	6,630.00	6,961.07	7,309.47	7,675.20
			ANNUAL	75,774.40	79,560.00	83,532.80	87,713.60	92,102.40

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE JULY 2, 2023**

EXHIBIT 2

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	18.14	19.04	20.01	20.99	22.04
			MONTHLY	3,144.27	3,300.27	3,468.40	3,638.27	3,820.27
			ANNUAL	37,731.20	39,603.20	41,620.80	43,659.20	45,843.20
120	Records Clerk	1	HOURLY	21.29	22.36	23.48	24.65	25.90
			MONTHLY	3,690.27	3,875.73	4,069.87	4,272.67	4,489.33
			ANNUAL	44,283.20	46,508.80	48,838.40	51,272.00	53,872.00
125	Maintenance Worker	1	HOURLY	22.82	23.95	25.14	26.39	27.72
			MONTHLY	3,955.47	4,151.33	4,357.60	4,574.27	4,804.80
			ANNUAL	47,465.60	49,816.00	52,291.20	54,891.20	57,657.60
126	Maintenance Worker 1	1	HOURLY	23.96	25.16	26.42	27.73	29.13
			MONTHLY	4,153.07	4,361.07	4,579.47	4,806.53	5,049.20
			ANNUAL	49,836.80	52,332.80	54,953.60	57,678.40	60,590.40
130	Secretary	1	HOURLY	24.21	25.43	26.69	28.02	29.43
			MONTHLY	4,196.40	4,407.87	4,626.27	4,856.80	5,101.20
			ANNUAL	50,356.80	52,894.40	55,515.20	58,281.60	61,214.40
135	Records Specialist	1	HOURLY	25.18	26.44	27.76	29.16	30.62
136	Community Liaison Officer		MONTHLY	4,364.53	4,582.93	4,811.73	5,054.40	5,307.47
			ANNUAL	52,374.40	54,995.20	57,740.80	60,652.80	63,689.60
140	Senior Maintenance Worker	1	HOURLY	26.50	27.83	29.22	30.67	32.21
145	Finance Assistant		MONTHLY	4,593.33	4,823.87	5,064.80	5,316.13	5,583.07
150	Mechanic		ANNUAL	55,120.00	57,886.40	60,777.60	63,793.60	66,996.80
152	Planning Aide							
155	Recreation Coordinator	1	HOURLY	26.73	28.09	29.49	30.97	32.52
157	Recreation Coordinator/ Graphic Design		MONTHLY	4,633.20	4,868.93	5,111.60	5,368.13	5,636.80
			ANNUAL	55,598.40	58,427.20	61,339.20	64,417.60	67,641.60
160	Department Secretary	1	HOURLY	27.27	28.63	30.08	31.59	33.16
			MONTHLY	4,726.80	4,962.53	5,213.87	5,475.60	5,747.73
			ANNUAL	56,721.60	59,550.40	62,566.40	65,707.20	68,972.80
305	Senior Finance Assistant	1	HOURLY	29.42	30.90	32.44	34.05	35.74
			MONTHLY	5,099.47	5,356.00	5,622.93	5,902.00	6,194.93
			ANNUAL	61,193.60	64,272.00	67,475.20	70,824.00	74,339.20
170	Assistant Planner	1	HOURLY	30.50	32.03	33.62	35.31	37.07
175	Code Enforcement Officer		MONTHLY	5,286.67	5,551.87	5,827.47	6,120.40	6,425.47
			ANNUAL	63,440.00	66,622.40	69,929.60	73,444.80	77,105.60
180	Maintenance Foreman	1	HOURLY	30.76	32.30	33.92	35.60	37.39
185	Master Mechanic		MONTHLY	5,331.73	5,598.67	5,879.47	6,170.67	6,480.93
			ANNUAL	63,980.80	67,184.00	70,553.60	74,048.00	77,771.20

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE JULY 2, 2023**

EXHIBIT 2

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
205	Lead Foreman	1	HOURLY	32.76	34.40	36.13	37.93	39.82
			MONTHLY	5,678.40	5,962.67	6,262.53	6,574.53	6,902.13
			ANNUAL	68,140.80	71,552.00	75,150.40	78,894.40	82,825.60
210	Accountant	1	HOURLY	34.71	36.45	38.27	40.17	42.18
			MONTHLY	6,016.40	6,318.00	6,633.47	6,962.80	7,311.20
			ANNUAL	72,196.80	75,816.00	79,601.60	83,553.60	87,734.40
195	Associate Planner	1	HOURLY	34.38	36.11	37.89	39.81	41.77
			MONTHLY	5,959.20	6,259.07	6,567.60	6,900.40	7,240.13
			ANNUAL	71,510.40	75,108.80	78,811.20	82,804.80	86,881.60
220	Management Analyst	1	HOURLY	39.05	40.99	43.04	45.20	47.45
			MONTHLY	6,768.67	7,104.93	7,460.27	7,834.67	8,224.67
			ANNUAL	81,224.00	85,259.20	89,523.20	94,016.00	98,696.00

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE DECEMBER 18, 2023**

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	18.50	19.42	20.41	21.41	22.48
			MONTHLY	3,206.67	3,366.13	3,537.73	3,711.07	3,896.53
			ANNUAL	38,480.00	40,393.60	42,452.80	44,532.80	46,758.40
120	Records Clerk	1	HOURLY	21.72	22.81	23.95	25.14	26.42
			MONTHLY	3,764.80	3,953.73	4,151.33	4,357.60	4,579.47
			ANNUAL	45,177.60	47,444.80	49,816.00	52,291.20	54,953.60
125	Maintenance Worker	1	HOURLY	23.28	24.43	25.64	26.92	28.27
			MONTHLY	4,035.20	4,234.53	4,444.27	4,666.13	4,900.13
			ANNUAL	48,422.40	50,814.40	53,331.20	55,993.60	58,801.60
126	Maintenance Worker 1	1	HOURLY	24.44	25.66	26.95	28.28	29.71
			MONTHLY	4,236.27	4,447.73	4,671.33	4,901.87	5,149.73
			ANNUAL	50,835.20	53,372.80	56,056.00	58,822.40	61,796.80
130	Secretary	1	HOURLY	24.69	25.94	27.22	28.58	30.02
			MONTHLY	4,279.60	4,496.27	4,718.13	4,953.87	5,203.47
			ANNUAL	51,355.20	53,955.20	56,617.60	59,446.40	62,441.60
135	Records Specialist	1	HOURLY	25.68	26.97	28.32	29.74	31.23
136	Community Liaison Officer		MONTHLY	4,451.20	4,674.80	4,908.80	5,154.93	5,413.20
			ANNUAL	53,414.40	56,097.60	58,905.60	61,859.20	64,958.40
140	Senior Maintenance Worker	1	HOURLY	27.03	28.39	29.80	31.28	32.85
145	Finance Assistant		MONTHLY	4,685.20	4,920.93	5,165.33	5,421.87	5,694.00
150	Mechanic		ANNUAL	56,222.40	59,051.20	61,984.00	65,062.40	68,328.00
152	Planning Aide							
155	Recreation Coordinator	1	HOURLY	27.26	28.65	30.08	31.59	33.17
157	Recreation Coordinator/ Graphic Design		MONTHLY	4,725.07	4,966.00	5,213.87	5,475.60	5,749.47
			ANNUAL	56,700.80	59,592.00	62,566.40	65,707.20	68,993.60
160	Department Secretary	1	HOURLY	27.82	29.20	30.68	32.22	33.82
			MONTHLY	4,822.13	5,061.33	5,317.87	5,584.80	5,862.13
			ANNUAL	57,865.60	60,736.00	63,814.40	67,017.60	70,345.60
305	Senior Finance Assistant	1	HOURLY	30.01	31.52	33.09	34.73	36.45
			MONTHLY	5,201.73	5,463.47	5,735.60	6,019.87	6,318.00
			ANNUAL	62,420.80	65,561.60	68,827.20	72,238.40	75,816.00
170	Assistant Planner	1	HOURLY	31.11	32.67	34.29	36.02	37.81
175	Code Enforcement Officer		MONTHLY	5,392.40	5,662.80	5,943.60	6,243.47	6,553.73
			ANNUAL	64,708.80	67,953.60	71,323.20	74,921.60	78,644.80
180	Maintenance Foreman	1	HOURLY	31.38	32.95	34.60	36.31	38.14
185	Master Mechanic		MONTHLY	5,439.20	5,711.33	5,997.33	6,293.73	6,610.93
			ANNUAL	65,270.40	68,536.00	71,968.00	75,524.80	79,331.20

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE DECEMBER 18, 2023**

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
205	Lead Foreman	1	HOURLY	33.42	35.09	36.85	38.69	40.62
			MONTHLY	5,792.80	6,082.27	6,387.33	6,706.27	7,040.80
			ANNUAL	69,513.60	72,987.20	76,648.00	80,475.20	84,489.60
210	Accountant	1	HOURLY	35.40	37.18	39.04	40.97	43.02
			MONTHLY	6,136.00	6,444.53	6,766.93	7,101.47	7,456.80
			ANNUAL	73,632.00	77,334.40	81,203.20	85,217.60	89,481.60
195	Associate Planner	1	HOURLY	35.07	36.83	38.65	40.61	42.61
			MONTHLY	6,078.80	6,383.87	6,699.33	7,039.07	7,385.73
			ANNUAL	72,945.60	76,606.40	80,392.00	84,468.80	88,628.80

RESOLUTION NO. 2023-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING RESOLUTION 2023-09 TO RECLASSIFY THE MANAGEMENT ANALYST POSITION TO CONFIDENTIAL NON-REPRESENTED EMPLOYEE

WHEREAS, the City of Los Alamitos desires to promote improved employer-employee relations between the City of Los Alamitos and its employees by establishing and presenting the rights and benefits of the employees and the City of Los Alamitos.

WHEREAS, on November 15, 2021, the City Council adopted Resolution 2021-25 establishing the salaries and benefits for Non-Represented Employees (the “Salary and Benefit Resolution for Non-Represented Employees”); and,

WHEREAS, on February 28, 2022 the City Council adopted Resolution 2022-07 amending the Salary and Benefit Resolution for Non- Represented Employees to add a Finance Manager position to Middle Management; and,

WHEREAS, on July 18, 2022 the City Council adopted Resolution 2022-24 amending the Salary and Benefit Resolution for Non-Represented Employees to include an Economic Development Supervisor position to Confidential Employees; and,

WHEREAS, on February 21, 2023 the City Council adopted Resolution 2023-09 amending the salary schedules and health benefit contributions for Executive Management and Non-Represented employees; and,

WHEREAS, on June 20, 2023 the City Council adopted Resolution 2023-17 amending the Salary and Benefit Resolution for Non-Represented Employees by (1) eliminating Tier 2 from the Salary Schedule, and (2) establishing a retention-performance bonus program; and,

WHEREAS, the City now desires to amend the Salary and Benefit Resolution for Non-Represented Employees to add a Management Analyst position to Confidential Employees.

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

SECTION 1. Title of Resolution. This Resolution shall be known as the Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos.

SECTION 2. Statement of Purpose. Employer and Non-Represented Employee Relations. This Resolution is adopted to provide reasonable and orderly procedures for

the administration of employer-employee relations between the City and its non-represented employees.

SECTION 3. Definitions.

- A. CITY: The City of Los Alamitos, a municipal corporation, and where appropriate herein, "City" refers to the City Council, the governing body of said City, or any duly authorized representative of the City of Los Alamitos.
- B. DAYS: Calendar days, unless otherwise stated.
- C. EMPLOYEE OR NON-REPRESENTED EMPLOYEE: Except as otherwise specified in this Resolution, any person regularly employed by the City of Los Alamitos in one or more full-time positions of Executive Management, Middle Management or Confidential Employees.
 - 1. Executive Management employees are the following positions: City Clerk/Director of Communications, City Clerk, Administrative Services Director, Administrative Services Manager, Police Chief, Development Services Director, Recreation and Community Services Director, Assistant City Manager, and City Manager.
 - 2. Middle Management employees are the following positions: Recreation Manager, Development Services Manager, Police Captain, Public Services Superintendent, Support Services Manager, Finance Manager.
 - 3. Confidential employees are the following positions: Public Works Supervisor, Recreation Supervisor, Assistant to the City Manager, Deputy City Clerk, Benefits Coordinator/Executive Assistant, Economic Development Supervisor and Management Analyst.

SECTION 4. City Responsibilities and Rights.

Rights Enumerated. Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy. Except as otherwise specifically provided in this Resolution, or amendments or revisions thereto, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- A. To determine the merits, necessity, nature or extent of services to be performed, as well as the right to determine and implement its public function and responsibility, and the mission of its constituent departments, commissions and boards.

- B. To set standards of service and manage all facilities and operations of the City, including the methods, means and personnel by which the City's operations are to be conducted.
- C. To schedule working hours, allot, and assign work.
- D. To establish, modify, or change work schedules or standards.
- E. To direct the working forces, including the right to hire, promote, demote or transfer any employee, and determine the procedures and standards of selection for employment.
- F. To determine the location of all plants and facilities.
- G. To determine the layout and the machinery, equipment, or materials to be used.
- H. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- I. To determine the size and composition of the working force.
- J. To determine the policy and procedure affecting the selection or training of new employees.
- K. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performance, and the procedures for said assessment.
- L. To control and determine the use of City's property, material, machinery, and equipment.
- M. To schedule the operation of and to determine the number and duration of shifts.
- N. To determine measures to promote safety and to protect health and property and take all necessary actions to carry out its mission in emergencies.
- O. To transfer work from one job to another or from one plant or unit to another.
- P. To introduce new, improved or different methods of operations, or to change existing methods.
- Q. To relieve employees from duty for lack of work or for other reasons deemed legitimate by management.

- R. To reprimand, suspend, demote, reduce in pay, discharge or otherwise discipline employees for cause. The judgment of management shall govern except for an abuse of discretion.
- S. To establish and determine job classifications.
- T. To contract or subcontract work with outside public or private entities and maintain the efficiency of governmental operations.
- U. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner for the best interest of the public it serves.
- V. To terminate at-will employees with or without cause or notice, and without right of appeal or hearing.

SECTION 5. Salary Ranges.

- A. The salary steps and ranges of all classifications governed by this Resolution shall be as specified in Exhibits A1, A2, and A3 attached hereto and incorporated by reference.
- B. Market Adjustment Policy: In order to retain high-performing employees, promote excellent job performance, recruit competitively, but remain fiscally prudent, the City Manager is authorized to adjust the steps and ranges in Exhibits A1, A2, and A3 for management employees position-by-position based upon performance, as follows:
 - 1. The City Manager may conduct salary surveys from time to time with respect to some or all of the non-represented employees' positions and to adjust steps and ranges, within the parameters stated in this section, based on performance and market conditions.
 - 2. The surveyed cities shall, at a minimum, include those in Orange County with populations of less than 30,000 and the immediately adjacent cities of Cypress and Seal Beach.
 - 3. Adjusted compensation may not exceed the compensation provided to the lowest top-step of a comparable position in Orange County according to the survey.
 - 4. All compensation adjustments must be within the Council-approved budget.

SECTION 6. Vacation.

- A. Purpose. The purpose of annual vacation is to enable eligible employees to take time off to provide a break from their work-related duties and responsibilities and to return to work refreshed.

- B. Basis of Accrual. New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until six months of continuous full-time service. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than three hundred (300) hours of vacation leave. When an employee's accumulated vacation leave balance reaches three hundred (300) hours, that employee shall not accrue any further vacation leave until such time as the employee's accumulated vacation leave balance is reduced below three hundred (300) hours. In order to promote recruiting and retention efforts, the City Manager shall have the discretion to modify this schedule for an individual employee at the time of hire or promotion when he or she determines it to be in the best interests of the City.

Annual vacation leave accrual for employees hired before August 1, 1987 shall be limited as follows:

<u>Years of Service</u>	<u>Hours</u>
0-3	120
4	128
5	136
6-10	144
11	152
12	160
13	168
14	176
15	184
16	192
17 and over	200

Annual vacation leave accrual for employees hired on or after August 1, 1987, shall be limited as follows:

<u>Years of Service</u>	<u>Hours</u>
0-2	80
3	88
4	96
5	104
6	112
7	120
8	128
9	136
10	144
11	152
12	160
13	168
14 and over	176

- C. Effect of Holiday(s) on Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave, but may be credited as a holiday.
- D. Effect of Leave of Absence on Accrual of Vacation Leave. The granting of any leave of absence without pay shall cause the accrual of vacation leave to cease. Upon return to the City, an employee shall resume his or her regular accrual of vacation leave. A leave of absence without pay shall not count towards years of service for the accrual of vacation leave.
- E. Compensation for City Work During Vacation Prohibited. No person shall be permitted to work for compensation for the City in any capacity during the time of his or her vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation leave in the event of an emergency and place him or her on regular pay status.
- F. Scheduling Vacations. The times during a calendar year at which an employee may take his or her vacation leave shall be determined by the Department Director or the City Manager when the employee is a Department Director, with due regard for the wishes of the employee and particular regard for the needs of service.
- G. Annual Vacation Payoff. Employees may receive pay for up to one hundred sixty (160) hours of accumulated vacation time during each calendar year provided they have used a minimum of eighty (80) vacation hours during the previous calendar year. Employees not using at least 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Department Director and approved by the City Manager.
- H. Vacation Payoff Upon Termination. Upon termination of employment, the employee shall be paid in a lump sum for all accumulated vacation leave time at the rate of pay in effect upon termination.

SECTION 7. Sick Leave.

- A. Accrual and Use of Sick Leave. Sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month of service. Accumulation shall be unlimited. Pursuant to Government Code Section 21163, sick leave shall only be granted for non-industrial injury or illness and shall be allowed if: (1) actual non-industrial illness or disability makes it impossible for the employee to perform his or her normal work assignments; (2) because of the illness of the employee's spouse or dependent child who requires constant care and no other care is available and/or financially feasible except that of the employee; or (3) a prescheduled doctor, dental or optometry appointment which has been approved by their Department Director.

- B. Proof of Illness. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor thirty (30) minutes prior to the time set for beginning his or her daily duties, or as may be specified by the employee's supervisor. The employee may be required to file a physician's certificate justifying the need for any absence. Proof of violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the City Manager the employee has abused such privileges. Employees on approved Family Medical Leave for intermittent illness or injuries shall not be required to show proof of illness for each instance of sick leave usage.
- C. Effect of Holidays on Sick Leave. Observed holidays occurring during sick leave shall not count as a day of sick time.
- D. Annual Sick Leave Payoff. An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either (1) up to 25% of his or her current year's unused sick leave, or (2) up to twenty-four (24) hours of accumulated sick leave, provided that in either case a minimum of 480 hours remains in the employee's account.
- E. Regular Service Retirement Sick Leave Options. Upon a regular service retirement as defined by the Public Employees Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:
1. A lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said sum shall be based on the employee's salary rate being paid at the time of the employee's service retirement.
 2. If allowed by CalPERS, an exchange of all accumulated sick leave for service credit time in the Public Employees Retirement System.
- An employee must choose option 1 or 2. An employee will not be allowed to do both.
- F. Family Member Illness. Each calendar year, an employee may use up to one-half (1/2) of annual sick leave accrual to attend to the illness of a parent, child, spouse or registered domestic partner of the employee.

SECTION 8. Bereavement Leave. Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren) said employee shall be entitled to a leave of absence with pay for a period not to exceed

twenty-four (24) working hours. Bereavement Leave in excess of twenty-four (24) working hours may be granted at the sole discretion of the City Manager for employees who must travel out of state to attend a funeral covered under this provision. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to his or her Department Director. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months a leave on the grounds of critical illness of that same relative has been granted. Bereavement leave shall not be charged against sick leave.

SECTION 9. Temporary Disability Leave.

- A. Industrial Related Disability. Employees shall be entitled to the benefits under this subsection only after the City has determined that the disability is industrial related. If an employee is injured on the job to such an extent that temporary industrially related disability leave is necessary, the employee's salary shall be continued at the full rate of pay for a period up to thirty (30) calendar days with no charge to sick leave. After thirty (30) calendar days, the employee may utilize accrued vacation leave, sick leave and compensatory time off to supplement the benefits received pursuant to worker's compensation laws to provide for full salary maintenance during the period of temporary industrially related disability.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.

- B. Non-Industrial Related Disability. Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave for a non-industrially-related disability, the employee shall be entitled to non-industrially related temporary disability leave. The employee utilizing non-industrially related temporary disability leave may utilize all accumulated sick leave, vacation leave and compensatory time off. When the employee is not using accumulated sick leave, vacation leave and compensatory time off, the absence will be on the basis of leave without pay.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.

SECTION 10. Employee Contracts. In order to be eligible for the benefits provided for under this Resolution and prior to receipt of such benefits, each Executive Management employee must execute an employment agreement in a form approved by the City Council, City Manager, and City Attorney.

SECTION 11. Labor Code Section 4850 Disability Benefits For Safety Service Personnel. Those employees in the positions of Police Chief and Police Captain shall be provided with the applicable disability benefits provided under Labor Code Section 4850.

SECTION 12. Parental Leave. The City Manager shall grant a female employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or because of a disability caused by pregnancy or related complications, for a period not to exceed seven months. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager shall grant the request of a male employee for a leave of absence without pay for a period not to exceed six months to care for his newborn child. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the Parental Leave.

Where permitted by law, leave granted under this Parental Leave Section shall run concurrently with leave as provided in the City of Los Alamitos' Family Care and Medical Leave Policy, and the pregnancy disability leave portions of the California Fair Employment and Housing Act.

SECTION 13. Jury Duty. Subject to the exception described below, the City shall compensate an employee on jury duty for up to forty (40) working hours within the calendar year. When called to jury duty, an employee, having provided at least five (5) working days written notice, shall be entitled to his or her regular compensation provided that said employee deposits his or her compensation fees for jury service with the Finance Officer. Employees released early from jury duty shall report to their Department Director for the duration of their shift. Employees shall be entitled to keep mileage reimbursement

pay while on jury duty. Consideration for salary continuation in excess of forty (40) working hours shall be conditioned upon sufficient evidence being presented to the City Manager that the employee advised the Court of a forty (40) working hour limitation on salary continuation being provided by the City, requested dismissal from jury duty, and that the Court did not excuse the employee from jury service.

SECTION 14. Leave of Absence Without Pay. Any employee may be granted a personal leave of absence without pay for ninety (90) days or less with the approval of the City Manager. A request for a personal leave of absence exceeding ninety (90) days must also be approved by the City Manager.

- A. Authorization Procedure. Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by the City Manager. The City Manager shall make his or her recommendation in writing and forward to the employee.
- B. Length of Leave and Extension. A leave of absence without pay may be made for a period not to exceed six (6) months. Provisions for granting an extension of up to six (6) months shall be the same as that in granting the original leave, provided that the extension request is made no later than fourteen (14) calendar days prior to the expiration of the original leave.
- C. Return From Leave. When an employee intends to return from an authorized leave of absence without pay, he or she shall contact the City Manager at least fourteen (14) calendar days prior to the day he or she plans to return.
- D. Leave Without Pay - Insurance Payments. An employee on leave without pay may continue his or her City insurance benefits by reimbursing the City for the cost of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the term of the leave of absence will result in the employee's coverage terminating on the last day of the month in which the last payment was received.
- E. Leave Without Pay - Other Benefits. When leave of absence without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.
- F. Family Medical Leave – Insurance Payments. The City will continue to make insurance contributions on behalf of employees on approved Family Medical Leave for a maximum of twelve (12) weeks. Employees on approved Family Medical Leave will continue to be responsible for their out-of-pocket contribution toward insurance costs.

SECTION 15. Holidays.

- A. Authorized Holidays. Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:

- January 1 (New Years Day)
- The third Monday in January (King's Birthday)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The Friday after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas)
- Eighteen (18) hours of floating holiday time to be used by the employee with City Manager approval during the calendar year (January 1 - December 31).

No employee shall accumulate more than eighteen (18) hours of floating holiday. On January 1 of each year, each employee will receive only that number of floating holiday hours that is necessary to bring the accumulated total to eighteen (18) hours.

Employees that work "regular" eight hour days shall receive eight hours of holiday pay. Employees that work a "9/80" schedule shall receive nine hours of holiday pay except when the holiday falls on the Friday that the employee would normally work an eight hour day, in which case the employee shall receive eight hours of holiday pay.

- B. Floating Holidays for New Employees. At the time of hire, new employees shall receive the following floating holiday hours based upon their date of hire:

Date of Hire	9/80	Regular
January 1 – March 31	18	16
April 1 – June 30	14	12
July 1 – September 30	10	8
October 1 – December 31	0	0

- C. Procedure if Holiday Falls on Saturday or Sunday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

- D. Non-Management Employees Required to Work on Holiday. Any Non-Management employee who shall be required to work on any holiday which he or she is entitled to take off under the above provisions shall receive equivalent time off, as determined by the City Manager.

SECTION 16. Administrative Leave. Exempt employees may receive a maximum of eighty (80) hours of Administrative Leave annually. Employees shall not accrue more than eighty (80) hours of Administrative Leave, and shall not receive compensation for accrued Administrative Leave upon termination of employment. Administrative Leave accrual shall be prorated for exempt employees hired after the first full pay period in January.

SECTION 17. Exempt Employees. All non-represented employees are exempt and therefore not entitled to receive overtime compensation in accordance with the provisions of the Fair Labor Standards Act.

SECTION 18. Monthly Insurance Contribution. The monthly contribution from the City toward the payment of premiums for health, dental, and optical insurance programs shall be:

	Employee	Employee +1	Family
January 1, 2022	\$1294	\$1419	\$1469
January 1, 2023	\$1294	\$1419	\$1469
January 1, 2024	\$1319	\$1419	\$1469

Any contribution necessary to maintain benefits under any insurance program in excess of the monthly City contribution shall be borne entirely by the employee.

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive \$500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage than the City's plans, may elect to receive an additional \$200.00 per month in lieu of participation in the City's dental and vision programs, for a total of \$700.00 per month of compensation in lieu of health, dental and vision insurance plan participation.

SECTION 19. Dental Plan. The City agrees to make available a dental plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the dental plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee

SECTION 20. Optical Plan. The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the

employee. Employees electing to participate in this plan may apply excess funds from the City's medical insurance contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's medical contribution shall be borne by the employee.

SECTION 21. Term Life Insurance.

- A. Confidential Employees. After sixty (60) days on the payroll, the City will provide each employee with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of \$50,000.
- B. Executive Management Employees and Middle Management Employees. After sixty (60) days on the payroll, the City will provide each Executive Management Employee and Middle Management with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on the employee's annual salary, rounded up to the nearest \$1,000.

SECTION 22. Long Term Disability. After sixty (60) days on the payroll, the City shall continue to pay for long-term disability coverage based on two-thirds of the monthly salary to a maximum benefit of \$2,000 per month. Participation in this plan is mandatory.

SECTION 23. Physical Examination.

- A. All Employees Other Than Executive Management Employees. The City agrees to pay a licensed physician/clinic selected by the City the fee not to exceed \$370 for a physical examination. Frequency of the examination shall be in accordance with the following schedule:

<u>Age</u>	<u>Frequency</u>
To 30	Once every 4 years
31 – 39	Once every 3 years
40 - 49	Once every 2 years
50 and over	Once per year

Before undergoing a physical examination, the employee must make a written request to the City Manager for approval.

- B. Executive Management Employees. The City agrees to pay a licensed physician/clinic selected by the employee the fee not to exceed \$400 for an annual physical examination. Before undergoing a physical examination, the employee must make a written request to the City Manager for approval.

SECTION 24. Retirees Medical Insurance.

- A. PERS Medical Retirement Contribution. The City shall contribute an amount in accordance with the City's contractual obligation with PERS, if any, to the medical insurance premium cost for each retiring employee and their spouse.
- B. Supplemental Benefits. Unless otherwise provided in the City Manager's discretion in an employee's employment contract with the City dated on or before September 6, 2005, in which case the City Manager may provide Pre-August 1, 1994 benefits to an employee hired after August 1, 1994, the City shall provide additional contributions to eligible employees, depending upon the employee's date of hire, as described in subsections 1 and 2 below. After September 6, 2005, the City Manager shall not have such discretion.
 - 1. Employees Hired Before August 1, 1994. Those employees hired before August 1, 1994, who retire from the City with at least ten (10) years of continuous service and have reached the age of fifty (50) may be eligible for supplemental health care benefits effective on the date of retirement.
 - 2. Employees Hired On Or After August 1, 1994. Those employees hired after August 1, 1994, who retire from the City with at least fifteen (15) years of continuous service and have reached the age of fifty-five (55) may be eligible for supplemental health care benefits effective on the date of retirement.

The City shall contribute a portion of the out-of-pocket premium cost for each such employee and their spouse up to the maximum amount then being contributed, and subject to the same conditions and plans provided, to the active employees pursuant to Section 18 above.

The benefits hereunder shall be available to each employee and their spouse upon a regular service retirement as defined by PERS law. The City's contribution toward employee or spousal coverage shall continue while either the employee or spouse is alive, but shall terminate at age sixty-five (65) when the employee or spouse becomes eligible for Medicare, MediCal or other public supported health insurance. In no event will the City contribute toward the medical insurance any longer than for the number of years equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's dental, optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

- C. Minimum Retiree Medical Contribution. Employees who retire from City services shall, at a minimum, be provided the retiree health stipend required by PERS law. For 2008, the minimum contribution amount is ninety-seven dollars (\$97) per

month. Commencing January 1, 2009, the employer contribution shall be adjusted annually by the board to reflect any change in the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

- D. For sworn, public safety employees hired before January 1, 1995, the insurance received for 10 years of service with the City, with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. City paid employee or spousal coverage shall continue while the employee or spouse is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal, or other public supported health insurance; or when coverage has been for a period equal to the numbers of years of the employee's service to the City.

For sworn, public safety employees hired on or after January 1, 1995, the following schedule shall apply for those employees retiring with a regular service retirement:

<u>Years of Service with the City of Los Alamitos</u>	<u>% of active Employee Benefit</u>
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or >	100

The City paid employee or spousal coverage shall continue while the employee or spouse is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal, or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

SECTION 25. Retirement. Employees qualify for minimum retirement benefits after they attain five (5) years of service and fifty (50) years of age. Retirement benefits will be based on the highest twelve months salary (except for PEPRA employees which is based upon three years) as well as employee age and length of service.

- A. Safety Service Employees. The City will provide the three percent (3%) at 50 PERS Plan for sworn safety service personnel. For PEPRA employees hired after January 1, 2013, the PEPRA retirement law will apply and the City will provide the 2.7% at 57 formula, based upon three highest years' salary.

- B. All Other Employees. Retirement benefits for non-safety service employees will be provided under the 2.7% at 55 Plan of PERS, the Level 4 of the 1959 Survivor Benefits, and the Pre-Retirement Option 2 Death Benefit. Retirement benefits will be based on the highest twelve-months' salary as well as the employee's age and length of service. For employees hired as a PEPRA employee after January 1, 2013, the PEPRA retirement law will apply and the the City will provide the 2% at 62 formula, based upon three highest years' salary.
- C. Employer Share Contribution. The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Resolution at the applicable retirement benefit level (3.0% at 50 for sworn safety service employees and 2.7% at 55 for all other employees). At no time during this agreement will the employee be responsible for any part of the Employer's contribution to the Public Employees Retirement System. For PEPRA employees hired after January 1, 2013, in compliance with PEPRA, the City will pay 50% of the normal cost.
- D. Employee Share Contribution. Each employee will pay the full employee's share in the amount of 8% for miscellaneous employees and 9% for sworn safety employees. For employees hired after January 1, 2013, in compliance with PEPRA, PEPRA employees will pay 50% of the normal cost.

SECTION 26. Mileage Reimbursement And Car Allowance.

- A. Executive Management Employees. Executive Management employees shall be given the choice of receiving either (1) a car allowance as provided below, or (2) the use of a City vehicle for business purposes and mileage reimbursement as provided below. Executive Management employees may choose only one of these two options.

If an Executive Management employee chooses a car allowance, the City shall provide a car allowance of \$300.00 per month. All employees provided with a car allowance hereunder must provide proof of automobile insurance, and are precluded from receiving mileage reimbursement.

If an Executive Management Employee chooses to use City vehicles for business purposes, such employee shall also be entitled to mileage reimbursement when the employee utilizes his or her own vehicle for City business. Upon the submittal of a reimbursement form with their Department Director approval, the employee shall be reimbursed at the rate allowed by the Internal Revenue Service.

- B. Police Chief, Police Captains, and Support Services Manager. The Police Chief, Police Captains, and Support Services Manager shall be provided with a City vehicle for personal and business use within the State of California. The City shall provide and include all variable costs and expenses of the vehicle, including registration, license fees, insurance, maintenance, fuel, and repairs.

- C. Return of City Vehicles. Any employee receiving the use of a City vehicle shall return the vehicle upon separation from employment or if the employee is absent from active duty service for more than thirty (30) days.

SECTION 27. Education Reimbursement. All Middle Management and Confidential employees are eligible for reimbursement by the City for tuition in connection with educational endeavors. Tuition reimbursement shall not exceed the per unit cost charged by the California State University System. The per unit cost shall be based on three (3) units if one (1) class is taken during a quarter or semester, or based on six (6) units if more than one (1) class is taken during a quarter or semester. Only those courses, which have a bearing on the employee's position with the City, will be considered by the City Manager for reimbursement.

In order to be reimbursed, an employee must submit a request for reimbursement to his or her Department Director for recommendation to the City Manager. The request must be in writing and include the name of the school, the course title, the cost of enrollment, and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval or disapproval.

The employee will pay for all costs for the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded courses, a letter grade of C or better is required; in a pass/fail course, a pass is required; and in a credit/no credit course, a credit is required.

An employee must also submit receipts for tuition expense. This will then be processed through the Administrative Services Department.

Employees who utilize the City's Tuition/Education/Textbooks Reimbursement program understand if they leave the City within 5 years of a reimbursement, they will be required to repay the tuition costs based on the following schedule: 100% within the first year of receiving that reimbursement;; 80% within the second year; 60% within the third year; 40% within the fourth year; 20% within the fifth year. This schedule shall apply to those reimbursements received after adoption of this Resoultion by Council, July 21, 2014. If an employee separates from employment due to injury (industrial or non-industrial) or retirement, he/she will be exempt from repayment.

SECTION 28. One-Time Cash Distribution

Non-Represented Employees, other than the City Manager, shall receive the following non-PERSable cash distributions, less applicable taxes and deductions. Only employees that are active (employed by the City) as of the dates indicated below are eligible for these payment(s).

Effective November 7, 2021, \$2,500.

Effective the first full pay period following May 1, 2022, \$2,500.

SECTION 29. Attendance. Employees shall be in attendance at their work station in accordance with the rules regarding hours of work, holidays, and leaves stated in this Resolution, the employee's employment contract, the employee's job description or as otherwise directed by the City. All departments shall keep daily attendance records of employees, which shall be reported to the Administrative Services Director in the form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within twenty-four (24) hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City employment by the employee.

SECTION 30. Construction.

- A. Nothing in this Resolution shall be construed to deny any person or employee the rights granted by Federal and State laws and the City Charter provisions.
- B. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.
- C. To the extent that this Resolution conflicts in any way with the Personnel Rules of the City of Los Alamitos, the provisions of this Resolution shall take precedence and shall control.

SECTION 31. Professional Organizations. Participation in professional organizations, appointive boards and committees, and voluntary programs by employees is encouraged, provided that this participation is consistent with the responsibilities of the employee and the goals and priorities set by the City Council and/or City Manager. Employees shall inform their appropriate supervisor and obtain authorization to participate, if necessary, prior to commencement of any such activities. In accordance with City Policy, the City will provide membership fees to such organizations, reimburse expenses necessary to retain professional licenses, reimburse reasonable conference fees, and travel and subsistence expenses incurred in an employee's professional and official travel, meetings, and conferences; provided, however, that such reimbursements and expenses shall be within the scope of the City's annual budget and within the City's discretion. The City Manager shall have the discretion to determine authorized organizations and reimbursable expenses for employees, provided such determinations are consistent with these provisions and applicable City policy.

SECTION 32. Not Used

SECTION 33. Severability. If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 34. Notices. Any notices to be given under this Resolution shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid. Mailed notices shall be addressed to the City of Los Alamitos at 3191 Katella Avenue, Los Alamitos, California, 90720; and shall be addressed to employees at the address the employee provides to the Personnel Officer.

Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date the notice is postmarked.

SECTION 35. Repeal. Resolution Nos. 2021-25, 2022-07, and 2022-24 are hereby repealed in their entirety.

SECTION 36. Certification. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 18th day of December 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, 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 18th day of December, 2023 by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

Windmera Quintanar , MMC, City Clerk

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
215	Management Analyst	2	C - E	HOURLY	36.43	38.25	40.16	42.17	44.28
				MONTHLY	6,314.53	6,630.00	6,961.07	7,309.47	7,675.20
				ANNUAL	75,774.40	79,560.00	83,532.80	87,713.60	92,102.40
310	Benefits Coordinator/Executive Asst	2	C - E	HOURLY	32.33	34.05	35.83	37.72	39.71
				MONTHLY	5,603.87	5,902.00	6,210.53	6,538.13	6,883.07
				ANNUAL	67,246.40	70,824.00	74,526.40	78,457.60	82,596.80
324	Recreation Supervisor	2	MM - E	HOURLY	33.25	35.07	37.00	39.03	41.18
				MONTHLY	5,763.33	6,078.80	6,413.33	6,765.20	7,137.87
				ANNUAL	69,160.00	72,945.60	76,960.00	81,182.40	85,654.40
328	Public Works Supervisor	2	MM - E	HOURLY	33.25	35.07	37.00	39.03	41.18
				MONTHLY	5,763.33	6,078.80	6,413.33	6,765.20	7,137.87
				ANNUAL	69,160.00	72,945.60	76,960.00	81,182.40	85,654.40
330	Assistant to the City Manager	1	C - E	HOURLY	41.39	43.46	45.63	47.92	50.32
				MONTHLY	7,174.27	7,533.07	7,909.20	8,306.13	8,722.13
				ANNUAL	86,091.20	90,396.80	94,910.40	99,673.60	104,665.60
		2	C - E	HOURLY	38.37	40.28	42.29	44.40	46.64
				MONTHLY	6,650.80	6,981.87	7,330.27	7,696.00	8,084.27
				ANNUAL	79,809.60	83,782.40	87,963.20	92,352.00	97,011.20
340	Finance Manager	2	A - E	HOURLY	44.08	46.28	48.60	51.02	53.57
				MONTHLY	7,640.53	8,021.87	8,424.00	8,843.47	9,285.47
				ANNUAL	91,686.40	96,262.40	101,088.00	106,121.60	111,425.60
355	Recreation Manager	1	MM - E	HOURLY	41.42	44.08	46.88	49.88	53.06
				MONTHLY	7,179.47	7,640.53	8,125.87	8,645.87	9,197.07
				ANNUAL	86,153.60	91,686.40	97,510.40	103,750.40	110,364.80
		2	MM - E	HOURLY	40.46	42.46	44.54	46.39	48.20
				MONTHLY	7,013.07	7,359.73	7,720.27	8,040.93	8,354.67
				ANNUAL	84,156.80	88,316.80	92,643.20	96,491.20	100,256.00
362	Administrative Services Manager	2	A - E	HOURLY	44.08	46.28	48.60	51.02	53.57
				MONTHLY	7,640.53	8,021.87	8,424.00	8,843.47	9,285.47
				ANNUAL	91,686.40	96,262.40	101,088.00	106,121.60	111,425.60
365	Development Services Manager	2	MM-E	HOURLY	44.08	46.28	48.60	51.02	53.57
				MONTHLY	7,640.53	8,021.87	8,424.00	8,843.47	9,285.47
				ANNUAL	91,686.40	96,262.40	101,088.00	106,121.60	111,425.60
370	City Clerk	1	A - E	HOURLY	42.35	44.47	46.71	49.04	51.49
				MONTHLY	7,340.67	7,708.13	8,096.40	8,500.27	8,924.93
				ANNUAL	88,088.00	92,497.60	97,156.80	102,003.20	107,099.20
		2	A - E	HOURLY	39.24	41.22	43.27	45.43	47.69
				MONTHLY	6,801.60	7,144.80	7,500.13	7,874.53	8,266.27
				ANNUAL	81,619.20	85,737.60	90,001.60	94,494.40	99,195.20
373	City Clerk/ Director of Communications	1	A - E	HOURLY	44.47	46.71	49.04	51.49	54.06
				MONTHLY	7,708.13	8,096.40	8,500.27	8,924.93	9,370.40
				ANNUAL	92,497.60	97,156.80	102,003.20	107,099.20	112,444.80
		2	A - E	HOURLY	41.22	43.27	45.43	47.69	50.08
				MONTHLY	7,144.80	7,500.13	7,874.53	8,266.27	8,680.53
				ANNUAL	85,737.60	90,001.60	94,494.40	99,195.20	104,166.40
380	Support Services Manager	1	MM - E	HOURLY	50.33	52.85	55.49	58.26	61.17
				MONTHLY	8,723.87	9,160.67	9,618.27	10,098.40	10,602.80
				ANNUAL	104,686.40	109,928.00	115,419.20	121,180.80	127,233.60
		2	MM - E	HOURLY	46.64	48.96	51.41	53.99	56.69
				MONTHLY	8,084.27	8,486.40	8,911.07	9,358.27	9,826.27
				ANNUAL	97,011.20	101,836.80	106,932.80	112,299.20	117,915.20

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
405	Finance Director	1	A - E	HOURLY	54.61	60.05	65.53	70.24	76.44
				MONTHLY	9,465.73	10,408.67	11,358.53	12,174.93	13,249.60
				ANNUAL	113,588.80	124,904.00	136,302.40	146,099.20	158,995.20
		2		HOURLY	50.59	55.65	60.70	65.10	70.83
				MONTHLY	8,768.93	9,646.00	10,521.33	11,284.00	12,277.20
				ANNUAL	105,227.20	115,752.00	126,256.00	135,408.00	147,326.40
390	Police Captain	1	MM - E	HOURLY	62.90	66.05	69.36	72.82	76.47
				MONTHLY	10,902.67	11,448.67	12,022.40	12,622.13	13,254.80
				ANNUAL	130,832.00	137,384.00	144,268.80	151,465.60	159,057.60
		2		HOURLY	57.76	60.65	63.68	66.87	70.22
				MONTHLY	10,011.73	10,512.67	11,037.87	11,590.80	12,171.47
				ANNUAL	120,140.80	126,152.00	132,454.40	139,089.60	146,057.60
400	Administrative Services Director	1	A - E	HOURLY	57.34	63.07	68.81	73.76	80.26
430	Recreation & Community Svcs Director			MONTHLY	9,938.93	10,932.13	11,927.07	12,785.07	13,911.73
				ANNUAL	119,267.20	131,185.60	143,124.80	153,420.80	166,940.80
		2		HOURLY	53.13	58.44	63.76	68.35	74.36
				MONTHLY	9,209.20	10,129.60	11,051.73	11,847.33	12,889.07
				ANNUAL	110,510.40	121,555.20	132,620.80	142,168.00	154,668.80
410	Development Services Director	1	A - E	HOURLY	60.21	66.22	72.25	77.44	84.27
				MONTHLY	10,436.40	11,478.13	12,523.33	13,422.93	14,606.80
				ANNUAL	125,236.80	137,737.60	150,280.00	161,075.20	175,281.60
		2		HOURLY	55.78	61.36	66.92	71.77	78.08
				MONTHLY	9,668.53	10,635.73	11,599.47	12,440.13	13,533.87
				ANNUAL	116,022.40	127,628.80	139,193.60	149,281.60	162,406.40
440	Police Chief	1	A - E	HOURLY	66.71	73.36	80.04	86.70	93.38
				MONTHLY	11,563.07	12,715.73	13,873.60	15,028.00	16,185.87
				ANNUAL	138,756.80	152,588.80	166,483.20	180,336.00	194,230.40
		2		HOURLY	61.24	67.36	73.48	79.61	85.74
				MONTHLY	10,614.93	11,675.73	12,736.53	13,799.07	14,861.60
				ANNUAL	127,379.20	140,108.80	152,838.40	165,588.80	178,339.20
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will
C = Confidential
MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

Tier 1 represents the salary ranges for non-represented employees appointed **before** December 16, 2013.

Tier 2 represent the salary ranges for non-represented employees appointed **after** December 16, 2013.

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE JULY 2, 2023

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	1	C - E	HOURLY	40.13	42.14	44.24	46.45	48.78
				MONTHLY	6,956.09	7,303.61	7,668.31	8,052.11	8,455.00
				ANNUAL	83,473.08	87,643.30	92,019.73	96,625.30	101,460.00
324	Recreation Supervisor	1	C - E	HOURLY	36.63	38.63	40.76	42.99	45.36
326	Economic Development Supervisor			MONTHLY	6,349.82	6,696.14	7,064.93	7,452.43	7,862.40
328	Public Works Supervisor			ANNUAL	76,197.89	80,353.73	84,779.14	89,429.18	94,348.80
951	Deputy City Clerk								
330	Assistant to the City Manager	1	C - E	HOURLY	42.22	44.33	46.54	48.88	51.33
				MONTHLY	7,318.13	7,683.87	8,066.93	8,472.53	8,897.20
				ANNUAL	87,817.60	92,206.40	96,803.20	101,670.40	106,766.40
340	Finance Manager	1	MM - E	HOURLY	48.56	50.99	53.54	56.20	59.01
355	Recreation Manager		MM-E	MONTHLY	8,416.51	8,837.71	9,279.50	9,741.89	10,228.61
362	Administrative Services Manager		A - E	ANNUAL	100,998.14	106,052.54	111,354.05	116,902.66	122,743.30
365	Development Services Manager		MM - E						
370	City Clerk	1	A - E	HOURLY	43.20	45.36	47.64	50.02	52.52
				MONTHLY	7,488.00	7,862.40	8,257.60	8,670.13	9,103.47
				ANNUAL	89,856.00	94,348.80	99,091.20	104,041.60	109,241.60
373	City Clerk/ Director of Communication	1	A - E	HOURLY	45.36	47.64	50.02	52.52	55.14
				MONTHLY	7,862.40	8,257.60	8,670.13	9,103.47	9,557.60
				ANNUAL	94,348.80	99,091.20	104,041.60	109,241.60	114,691.20
380	Support Services Manager	1	MM - E	HOURLY	51.34	53.91	56.60	59.43	62.39
				MONTHLY	8,898.93	9,344.40	9,810.67	10,301.20	10,814.27
				ANNUAL	106,787.20	112,132.80	117,728.00	123,614.40	129,771.20
405	Finance Director	1	A - E	HOURLY	55.70	61.25	66.84	71.64	77.97
				MONTHLY	9,654.67	10,616.67	11,585.60	12,417.60	13,514.80
				ANNUAL	115,856.00	127,400.00	139,027.20	149,011.20	162,177.60
390	Police Captain	1	MM - E	HOURLY	64.16	67.37	70.75	74.28	78.00
				MONTHLY	11,121.07	11,677.47	12,263.33	12,875.20	13,520.00
				ANNUAL	133,452.80	140,129.60	147,160.00	154,502.40	162,240.00
400	Administrative Services Director	1	A - E	HOURLY	58.49	64.33	70.19	75.24	81.87
430	Recreation & Community Svcs Director			MONTHLY	10,138.27	11,150.53	12,166.27	13,041.60	14,190.80
				ANNUAL	121,659.20	133,806.40	145,995.20	156,499.20	170,289.60
410	Development Services Director	1	A - E	HOURLY	61.41	67.54	73.70	78.99	85.96
				MONTHLY	10,644.40	11,706.93	12,774.67	13,691.60	14,899.73
				ANNUAL	127,732.80	140,483.20	153,296.00	164,299.20	178,796.80
440	Police Chief	1	A - E	HOURLY	68.04	74.83	81.64	88.43	95.25
				MONTHLY	11,793.60	12,970.53	14,150.93	15,327.87	16,510.00
				ANNUAL	141,523.20	155,646.40	169,811.20	183,934.40	198,120.00
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will
C = Confidential
MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE DECEMBER 18, 2023

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
220	Management Analyst	1	C - E	HOURLY	39.83	41.81	43.90	46.10	48.40
				MONTHLY	6,903.87	7,247.07	7,609.33	7,990.67	8,389.33
				ANNUAL	82,846.40	86,964.80	91,312.00	95,888.00	100,672.00
310	Benefits Coordinator/Executive Asst	1	C - E	HOURLY	40.93	42.98	45.13	47.38	49.75
				MONTHLY	7,095.21	7,449.68	7,821.68	8,213.15	8,624.10
				ANNUAL	85,142.54	89,396.16	93,860.13	98,557.81	103,489.20
324	Recreation Supervisor	1	C - E	HOURLY	37.37	39.41	41.57	43.86	46.27
326	Economic Development Supervisor			MONTHLY	6,477.12	6,830.93	7,205.33	7,602.19	8,019.65
328	Public Works Supervisor			ANNUAL	77,725.44	81,971.14	86,463.94	91,226.30	96,235.78
951	Deputy City Clerk								
330	Assistant to the City Manager	1	C - E	HOURLY	43.06	45.22	47.47	49.86	52.36
				MONTHLY	7,463.73	7,838.13	8,228.13	8,642.40	9,075.73
				ANNUAL	89,564.80	94,057.60	98,737.60	103,708.80	108,908.80
340	Finance Manager	1	MM - E	HOURLY	49.53	52.00	54.60	57.33	60.20
355	Recreation Manager		MM-E	MONTHLY	8,584.84	9,014.08	9,464.79	9,938.03	10,434.93
362	Administrative Services Manager		A - E	ANNUAL	103,018.11	108,169.01	113,577.46	119,256.34	125,219.15
365	Development Services Manager		MM - E						
370	City Clerk	1	A - E	HOURLY	44.06	46.27	48.59	51.02	53.57
				MONTHLY	7,637.07	8,020.13	8,422.27	8,843.47	9,285.47
				ANNUAL	91,644.80	96,241.60	101,067.20	106,121.60	111,425.60
373	City Clerk/ Director of Communication	1	A - E	HOURLY	46.27	48.59	51.02	53.57	56.24
				MONTHLY	8,020.13	8,422.27	8,843.47	9,285.47	9,748.27
				ANNUAL	96,241.60	101,067.20	106,121.60	111,425.60	116,979.20
380	Support Services Manager	1	MM - E	HOURLY	52.37	54.99	57.73	60.62	63.64
				MONTHLY	9,077.47	9,531.60	10,006.53	10,507.47	11,030.93
				ANNUAL	108,929.60	114,379.20	120,078.40	126,089.60	132,371.20
405	Finance Director	1	A - E	HOURLY	56.81	62.48	68.18	73.07	79.53
				MONTHLY	9,847.07	10,829.87	11,817.87	12,665.47	13,785.20
				ANNUAL	118,164.80	129,958.40	141,814.40	151,985.60	165,422.40
390	Police Captain	1	MM - E	HOURLY	65.44	68.72	72.17	75.77	79.56
				MONTHLY	11,342.93	11,911.47	12,509.47	13,133.47	13,790.40
				ANNUAL	136,115.20	142,937.60	150,113.60	157,601.60	165,484.80
400	Administrative Services Director	1	A - E	HOURLY	59.66	65.62	71.59	76.74	83.51
430	Recreation & Community Svcs Director			MONTHLY	10,341.07	11,374.13	12,408.93	13,301.60	14,475.07
				ANNUAL	124,092.80	136,489.60	148,907.20	159,619.20	173,700.80
410	Development Services Director	1	A - E	HOURLY	62.64	68.89	75.17	80.57	87.68
				MONTHLY	10,857.60	11,940.93	13,029.47	13,965.47	15,197.87
				ANNUAL	130,291.20	143,291.20	156,353.60	167,585.60	182,374.40
440	Police Chief	1	A - E	HOURLY	69.40	76.33	83.27	90.20	97.16
				MONTHLY	12,029.33	13,230.53	14,433.47	15,634.67	16,841.07
				ANNUAL	144,352.00	158,766.40	173,201.60	187,616.00	202,092.80
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will
C = Confidential
MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

RESOLUTION NO. 2023-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE TEAMSTERS LOCAL 911 EFFECTIVE NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024; REMOVING THE MANAGEMENT ANALYST CLASSIFICATION FROM TEAMSTERS LOCAL 911

WHEREAS, on November 15, 2021, the City Council adopted Resolution 2021-23 approving the Memorandum of Understanding between the City of Los Alamitos and the California Teamsters Local 911 (the “MOU”); and,

WHEREAS, on June 20, 2023 the City Council adopted Resolution 2023-06 amending Resolution 2021-23 for Teamsters Local 911; and,

WHEREAS, the City now desires to amend the MOU to designate the represented classification of Management Analyst as “Confidential” with the Non-Represented Employee group; and,

WHEREAS, the City now desires to amend the Salary Schedule for Teamsters Local 911 and remove the Management Analyst position; and,

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

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

SECTION 2. Section 2 Recognition, of the MOU is hereby amended and restated to read as follows:

SECTION 2. RECOGNITION

The City hereby recognizes TEAMSTERS as the exclusive representative of the employee representation unit consisting of the following classifications:

Accountant
Assistant Planner
Associate Planner
Code Enforcement Officer
Department Secretary
Finance Assistant
Lead Foreman
Maintenance Foreman
Maintenance Worker

Maintenance Worker I
Planning Aide
Receptionist
Records Clerk
Records Specialist
Recreation Coordinator
Secretary
Senior Finance Assistant
Senior Maintenance Worker

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

PASSED, APPROVED, AND ADOPTED this 18th day of December, 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 18th day of December, 2023 by the following vote, to wit:

Windmera Quintanar , MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

ITEM NUMBER: 10D

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: Police Officer Association (POA); Canine Handler Side Letter

SUMMARY

This report seeks approval of the Police Officers Association (POA) side letter amending the July 1, 2021 to June 30, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Los Alamitos Police Officers Association ("POA").

RECOMMENDATION

1. Adopt Resolution No. 2023-31, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE POLICE OFFICERS ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024"; and,

2. Authorize the Mayor to execute the side letter agreement amending the Police Officers Association (POA) Memorandum of Understanding (MOU).

BACKGROUND

At the September 18, 2023, Council Meeting, the City Council adopted the Canine Program for the Los Alamitos Police Department. This report seeks approval of a side letter for the Police Officers Association (POA) amending July 1, 2021, to June 30, 2024, Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Police Officers Association ("POA"). The recommended changes to add a Canine Handler under Special Assignment Pay are outlined below.

DISCUSSION

An officer on patrol is being utilized for the canine handler position. Therefore, the canine program will not require the hiring an additional officer. The POA MOU will require an amendment to add the Canine Handler under Special Assignment Pay. This addition will ensure appropriate compensation for the additional duties and time associated with Canine Handler.

MOU SECTION 19. – SPECIAL ASSIGNMENT PAY

A. Motor Officer, Detective, SRO, SWAT, and Canine Handler

The City will pay Motor Officer, Detectives, School Resource Officer, Officers assigned to

SWAT (including CNT), and Canine Handler a special assignment pay equal to five percent (5%) above their individual base salary, as shown in Exhibit A. The effective date for officers assigned to SWAT (including CNT) to receive special assignment pay is January 30, 2022.

The City will compensate the additional five percent (5%) for one assignment at a time.

Employee on pay status who is assigned to the position of Canine Handler on regular, full-time basis shall be compensated for canine maintenance at their regular rate of pay for 30 minutes per day, 3.5 hours a week, and seven hours per pay period of straight time; seven days a week, whenever the police service dog is kenneled at the handler's residence. Canine maintenance will include feeding, watering, cleaning of kennels, cleaning of canine patrol vehicle, grooming and/or bathing the canine, light exercise, training and other related miscellaneous duties.

Canine Handler will not be compensated for canine maintenance when the police service dog is kenneled at a location other than the canine handler's residence.

The parties agree that the 5% special assignment pay combined with the 30 minutes per day, seven days a week for canine maintenance complies with Lever v. Carson City (9th Cir.2004) 360 F.3d 1014 in that the parties agree upon the pay as being reasonable and appropriate compensation for purposes of maintaining the assigned canine. Canine Handler Special Assignment Pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS Regulations.

FISCAL IMPACT

There is minimal fiscal impact and all costs can be absorbed within the Council approved budget.

- Attachment:
1. Resolution No. 2023-31 - POA Canine Handler
 2. Police Officers Association (POA) Canine Side Letter

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE POLICE OFFICERS ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

WHEREAS, on January 18, 2022, the City Council adopted Resolution 2022-04 approving the Memorandum of Understanding between the City of Los Alamitos and the Police Officers Association (the “MOU”); and,

WHEREAS, the City now desires to amend the MOU to add Canine Handler to Special Assignment Pay.

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. Paragraph A of Section 19 (Special Assignment Pay), of the MOU is hereby amended and restated to read as follows:

“19. Special Assignment Pay

A. Motor Officer, Detective, SRO, SWAT, and Canine Handler

The City will pay Motor Officer, Detectives, School Resource Officer, Officers assigned to SWAT (including CNT), and Canine Handler a special assignment pay equal to five percent (5%) above their individual base salary, as shown in Exhibit A. The effective date for officers assigned to SWAT (including CNT) to receive special assignment pay is January 30, 2022.

The City will compensate the additional five percent (5%) for one assignment at a time.

Employee on pay status who is assigned to the position of Canine Handler on regular, full-time basis shall be compensated for canine maintenance at their regular rate of pay for 30 minutes per day, 3.5 hours a week, and seven hours per pay period of straight time; seven days a week, whenever the police service dog is kenneled at the handler’s residence. Canine maintenance will include feeding, watering, cleaning of kennels, cleaning of canine patrol vehicle, grooming and/or bathing the canine, light exercise, training and other related miscellaneous duties.

Canine Handler will not be compensated for canine maintenance when the police service dog is kenneled at a location other than the canine handler's residence.

The parties agree that the 5% special assignment pay combined with the 30 minutes per day, seven days a week for canine maintenance complies with Lever v. Carson City (9th Cir.2004) 360 F.3d 1014 in that the parties agree upon the pay as being reasonable and appropriate compensation for purposes of maintaining the assigned canine. Canine Handler Special Assignment Pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS Regulations."

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

PASSED, APPROVED, AND ADOPTED this 18th day of December, 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 18th day of December, 2023 by the following vote, to wit:

Windmera Quintanar , MMC, City Clerk

**SIDE LETTER AGREEMENT AMENDING
THE JULY 1, 2021 TO JUNE 30, 2024
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOS ALAMITOS ("CITY")
AND THE LOS ALAMITOS POLICE OFFICERS ASSOCIATION ("POA")**

The City of Los Alamitos ("City") and LOS ALAMITOS POLICE OFFICERS ASSOCIATION ("POA") (collectively, the "Parties"), having previously negotiated and executed a Memorandum of Understanding (MOU) for the period JULY 1, 2021 to JUNE 30, 2024 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the MOU related to MOU Section 19 (Special Assignment Pay), Paragraph A, adding Canine Handler, specifically as follows:

MOU SECTION 19. – SPECIAL ASSIGNMENT PAY

A. Motor Officer, Detective, SRO, SWAT, and Canine Handler

The City will pay Motor Officer, Detectives, School Resource Officer, Officers assigned to SWAT (including CNT), and Canine Handler a special assignment pay equal to five percent (5%) above their individual base salary, as shown in Exhibit A. The effective date for officers assigned to SWAT (including CNT) to receive special assignment pay is January 30, 2022.

The City will compensate the additional five percent (5%) for one assignment at a time.

Employee on pay status who is assigned to the position of Canine Handler on regular, full-time basis shall be compensated for canine maintenance at their regular rate of pay for 30 minutes per day, 3.5 hours a week, and seven hours per pay period of straight time; seven days a week, whenever the police service dog is kenneled at the handler's residence. Canine maintenance will include feeding, watering, cleaning of kennels, cleaning of canine patrol vehicle, grooming and/or bathing the canine, light exercise, training and other related miscellaneous duties.

Canine Handler will not be compensated for canine maintenance when the police service dog is kenneled at a location other than the canine handler's residence.

The parties agree that the 5% special assignment pay combined with the 30 minutes per day, seven days a week for canine maintenance complies with Lever v. Carson City (9th Cir.2004) 360 F.3d 1014 in that the parties agree upon the pay as being reasonable and appropriate compensation for purposes of maintaining the assigned canine. Canine Handler Special Assignment Pay is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(4) of the PERS Regulations.

The Parties understand and agree that this side letter and the amendment to MOU Section 19, as stated above.

LOS ALAMITOS POLICE OFFICERS
ASSOCIATION

CITY OF LOS ALAMITOS

By: _____
President, Evan Flynn

By: _____

Date: _____

Date: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

ITEM NUMBER: 10E

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of Plans and Specifications and Authorization to Bid for Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03)

SUMMARY

This item recommends actions to begin facilitating the rehabilitation construction for Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03).

RECOMMENDATION

1. City Council finds the Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03) is not subject to the California Environmental Quality Act (CEQA) under Section 15301.C Existing Facilities; and,
2. Approve the plans and specifications for the rehabilitation construction of the Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03); and,
3. Authorize Staff to advertise and solicit bid proposals for the Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03); and,
3. Authorize Staff to work with the City of Long Beach to coordinate approval of plans and specifications of the Street Improvements on Various Streets FY 2022-2023 Project (CIP No. 23/24-03) and develop a Cooperative Agreement for shared work in the Country Squares Neighborhood before the award of bid for said project.

BACKGROUND

Regular road maintenance and repair help ensure the safety of all road users. A well-maintained road network reduces the risk of accidents, and claims, and improves the overall safety of pedestrians, bicyclists, and vehicles. The City of Los Alamitos proposes to grind and overlay and slurry seal various residential streets as part of the City's ongoing pavement management program. The project will include replacing damaged curbs, gutters, and sidewalks, including ADA curb ramps modified to current codes as necessary for accessibility. The project includes the following streets:

- Kyle Street (South of Kinmount Street)
- Kaylor Avenue (Ball Road to Kinmount Street)
- Maple Street (South of Kinmount Street)
- Kinmount Street

- Farnham Avenue
- Catalina Street (Oak Street to Los Alamitos Boulevard)
- Catalina Street (Cherry Street to Kyle Street)
- Noel Street (North of Katella Avenue)
- Glacier Circle
- Vicksburg Circle
- Carlsbad Circle
- Interior Circle
- Ranier Circle
- Apollo Circle
- Saratoga Drive
- Langley Drive
- Essex Drive
- Enterprise Drive
- Midway Drive
- Ticonderoga Drive
- Ranger Drive
- Tarawa Drive
- Bunker Hill Drive
- Green Avenue (Saratoga Drive to Ticonderoga Drive)
- Howard Avenue (Lexington Drive to Bennington Street)

A cooperative agreement will be drafted for a joint partnership project with the City of Long Beach in the Country Squares Neighborhood to pave its portions of street segments located within the project limits on Kaylor Avenue, Kinmount Street, and Farnham Avenue. The City of Long Beach will pay for its street improvements after the completion of the project. This will deliver a complete project for Los Alamitos residents living in the Country Square Neighborhood as they drive on these streets to enter and exit their neighborhood and access their properties.

DISCUSSION

The following is an approximate timeline for the completion of the Street Improvements on Various Streets FY 2022-2023 Project (CIP No. 23/24-03):

- | | |
|--------------|--|
| • 12/18/2023 | Approval of plans & specifications by the City Council |
| • 03/15/2024 | Final Approval w/Long Beach and Advertise project |
| • 04/09/2024 | Bid opening |
| • 05/20/2024 | Award of Contract (City Council Meeting) |
| • 06/24/2024 | Start of construction |
| • 09/30/2024 | End of construction |

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15301.C Existing Facilities (the project involves negligible or no expansion of street use. Existing highways and streets, sidewalks,

gutters, bicycle and pedestrian trails, and similar facilities are examples of an existing use).

FISCAL IMPACT

Funding for this project is included in the 2022-2023 City's budget and the 2023-2024 adopted budget for SB-1.

The engineer's estimate for the project is \$1,660,000. Available funding is provided as follows:

Source

SB-1	\$ 660,000
General Fund	\$1,000,000
Project Total	\$1,660,000

- Attachment:
1. Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03) Specifications
 2. Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03) Plans

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**STREET IMPROVEMENTS ON VARIOUS STREETS
CIP 23/24-03**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

DECEMBER 2023

NOTICE TO THE BIDDERS:

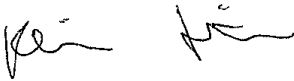
1. Bids will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Bid bond required – 10% of bid amount to be submitted to the Development Services Department.
3. Bids must be received by 11:00 a.m. on **TBD per future addendum**

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
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



Kevin Smith, P. E.
P.E. 90584

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

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SECTION A

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING ELECTRONIC BIDS

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NOTICE INVITING ELECTRONIC BIDS

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 23/24-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites electronic bids for the above stated project and will receive such bids electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>). Bids will be received up to the hour of **11:00 a.m., on TBD per future addendum** and will be opened virtually at that time. If you would like to attend the virtual bid opening, it will be accessible through Microsoft Teams Meeting:

[Click here to join the meeting](#)

Meeting ID: 237 022 965 576

Passcode: BmGfjR

The City of Los Alamitos proposes to grind and overlay and slurry seal various residential streets throughout the City 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. The project includes the following streets:

- Kyle Street (South of Kinmount Street)
- Kaylor Avenue (Ball Road to Kinmount Street)
- Maple Street (South of Kinmount Street)
- Kinmount Street
- Farnham Avenue
- Catalina Street (Oak Street to Los Alamitos Boulevard)
- Noel Street (North of Katella Avenue)
- Glacier Circle
- Vicksburg Circle
- Carlsbad Circle
- Interior Circle
- Ranier Circle
- Apollo Circle
- Saratoga Drive
- Langley Drive
- Essex Drive
- Enterprise Drive
- Midway Drive
- Ticonderoga Drive
- Ranger Drive
- Tarawa Drive
- Bunker Hill Drive
- Green Ave (Saratoga to Ticonderoga)
- Howard Avenue (Lexington to Bennington)
- Tripoli Avenue

In addition, Additive Alternative 1: Long Beach includes cold mill and construct ARHM overlay, construct curb ramps, construct sidewalk, and construct curb and gutter on:

- Kaylor Avenue from 160 feet North of Ball Road to Kinmount Street
- Kinmount Street from Halbrite Avenue to Maple Street
- Franham Avenue from 290 feet North of Kinmount Street to Littlefield Street

Finally, Additive Alternative 2: Noel Street includes cold mill and construct ARHM overlay, construct curb ramps, construct sidewalk, and construct curb and gutter on Noel Street from Katella Avenue to end.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and must be submitted electronically on BidNet Direct (BidNet), accessible through the Agency's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the Agency's BidNet portal. No hard copy bid packages will be accepted.

Plans, and specifications will be available for review on BidNet. All relevant materials shall be obtained from the link above. The Agency is not responsible for and accepts no liability in the event a response is late due to any network, internet or any other technical problem or interruption. The bidder is solely responsible for the "on time" submission of their electronic bid. The Agency will only consider bids that have been transmitted successfully and have been issued an e-bid confirmation number. Bidders experiencing any technical difficulties with the bid submission process may contact BidNet at (800)835-4603.

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

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

THE BID MUST BE ACCOMPANIED BY A BID GUARANTEE IN THE AMOUNT OF 10% OF THE TOTAL BID PRIOR TO THE BID SUBMISSION DEADLINE, SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT, ATTN: PUBLIC WORKS DEPARTMENT SECRETARY, 3191 KATELLA AVENUE, LOS ALAMITOS, CA 90720. Sealed envelopes bearing the bid bond should be clearly marked with the project title and CIP number as shown on the cover sheet of these specifications. 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.

Questions or Requests for Information (RFIs) or interpretations are due **TBD per future addendum, at 11:00 a.m.**, ten (10) days before the time announced for the opening of the bids and shall be submitted on the BidNet portal. If you have any questions, please contact Vandine Ouk at (562)431-3538 ext. 301 or VOuk@CityofLosAlamitos.org.

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

SECTION B

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 23/24-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **45 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Chris Kelley, City of Los Alamitos, (562) 357-5411.

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 submitted as specified in **SECTION A - NOTICE INVITING ELECTRONIC 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 ELECTRONIC 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 ELECTRONIC BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the

contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

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

BID PROPOSAL

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 23/24-03 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

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 23/24-03 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)

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE A					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Project Information Sign	1	EA	\$	\$
2	Cold Mill Existing Pavement 1.5-Inch Uniform Depth	117,000	SF	\$	\$
3	Cold Mill Existing Pavement 2.5-Inch Uniform Depth	55,200	SF	\$	\$
4	Construct 1.5-Inch Thick ARHM Overlay	1,100	TN	\$	\$
5	Construct 2.5-Inch Thick ARHM Overlay	900	TN	\$	\$
6	Remove Existing AC/AB and Construct 6-Inch Full Depth Asphalt Concrete Pavement	3,700	SF	\$	\$
7	Remove and Construct 4-Inch Thick PCC Sidewalk Per SPPWC STD Plan 113-2	200	SF	\$	\$
8	Remove and Construct A2-8 Curb and Gutter Per SPPWC STD Plan 120-3. Match Existing	500	LF	\$	\$
9	Remove and Construct A1-6 Curb Per SPPWC STD Plan 120-3. Match Existing	100	LF	\$	\$
10	Remove and Construct Curb Case A, Type 1 Per SPPWC STD Plan 111-5	1	EA	\$	\$
11	Remove and Construct Curb Case A, Type 3 Per SPPWC STD Plan 111-5	9	EA	\$	\$
12	Remove and Construct Curb Case A, Type 6 Per SPPWC STD Plan 111-5	3	EA	\$	\$
13	Remove and Construct Curb Case B, Type 2 Per SPPWC STD Plan 111-5	2	EA	\$	\$
14	Remove and Construct Cross Gutter Per SPPWC STD Plan 122-3	3,400	SF	\$	\$
15	Remove and Construct Longitudinal Gutter Per SPPWC STD Plan 122-3	650	SF	\$	\$
16	Remove and Construct Alley Approach Per SPPWC STD Plan 130-3	700	SF	\$	\$
17	Remove and Construct Curb Drain Per SPPWC STD Plan 150-4	2	EA	\$	\$
18	Slurry Seal, Type 2	420	ELT	\$	\$

19	Adjust to Manhole Frame and Cover to Grade	13	EA	\$	\$
20	Adjust to Water Valve to Grade	21	EA	\$	\$
21	Adjust Sewer Vault to Grade	3	EA	\$	\$
22	Install Signing and Striping complete per plans.	1	LS	\$	\$
23	Install loop detectors complete per plans.	2	EA	\$	\$
Total					

Bid Schedule A Total \$_____

Bid Schedule A Total (in words):_____

BID SCHEDULE B – ADDITIVE ALTERNATIVE 1: LONG BEACH LONG BEACH PORTION OF KAYLOR AVENUE, KINMOUNT STREET, AND FRANHAM AVENUE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
24	Cold Mill Existing Pavement 2.5-Inch Uniform Depth	31,700	SF	\$	\$
25	Remove Existing AC/AB and Construct 6-Inch Full Depth Asphalt Concrete Pavement	2,300	SF	\$	\$
26	Construct 2.5-Inch Thick ARHM Overlay	480	TN	\$	\$
27	Remove and Construct 4-Inch Thick PCC Sidewalk Per SPPWC STD Plan 113-2	420	SF	\$	\$
28	Remove and Construct A2-8 Curb and Gutter Per SPPWC STD Plan 120-3. Match Existing	380	LF	\$	\$
29	Remove and Construct Residential Driveway Per SPPWC STD Plan 110-2	360	SF	\$	\$
30	Adjust to Manhole to Grade	6	EA	\$	\$
31	Adjust to Water Valve to Grade	3	EA	\$	\$
32	Install Signing and Striping complete per plans.	1	LS	\$	\$
Total					

Bid Schedule B Total \$_____

Bid Schedule B Total (in words):_____

BID SCHEDULE C - ADDITIVE ALTERNATIVE 2: NOEL STREET NOEL STREET NORTH OF KATELLA					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
33	Cold Mill Existing Pavement 1.5-Inch Uniform Depth	35,000	SF	\$	\$
34	Construct 1.5-Inch Thick ARHM Overlay	400	TN	\$	\$
35	Remove Existing AC/AB and Construct 6-Inch Full Depth Asphalt Concrete Pavement	600	SF	\$	\$
36	Remove and Construct 4-Inch Thick PCC Sidewalk Per SPPWC STD Plan 113-2	300	SF	\$	\$
37	Remove and Construct A2-8 Curb and Gutter Per SPPWC STD Plan 120-3. Match Existing	100	LF	\$	\$
38	Remove and Construct Curb Case A, Type 1 Per SPPWC STD Plan 111-5	2	EA	\$	\$
39	Adjust to Manhole Frame and Cover to Grade	5	EA	\$	\$
40	Adjust to Water Valve to Grade	6	EA	\$	\$
41	Install Signing and Striping complete per plans.	1	LS	\$	\$
42	Install loop detectors complete per plans.	4	EA	\$	\$
Total					

Bid Schedule C Total \$ _____

Bid Schedule C Total (in words): _____

Bid Schedule A, B, and C Total \$ _____

Bid Schedule A, B, and C Total (in words): _____

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

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

For the purposes of determining the lowest responsible bidder, Bid Schedules A, B, and C shall be considered. The City will have the right to accept or reject the lowest bidder's alternates or additives in any order or combination at the time of contract award, unless otherwise specifically provided in these Specifications.

(Company Name of Bidder)

(Date)

BID BOND

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
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

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 23/24-03
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

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03**

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

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 23/24-03 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)

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
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

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 23/24-03

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: _____

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

SECTION D

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT AGREEMENT

PAYMENT BOND

FAITHFUL PERFORMANCE BOND

MAINTENANCE BOND

WORKER'S COMPENSATION INSURANCE CERTIFICATE

INSURANCE ENDORSEMENT

STATEMENT RE INSURANCE COVERAGE

STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 23/24-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS STREET IMPROVEMENTS ON VARIOUS STREETSS, SPECIFICATION NO. CIP 23/24-03 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ___ day of Month, 20XX (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the STREET IMPROVEMENTS ON VARIOUS STREETSS, SPECIFICATION NO. CIP 23/24-03 shall consist of the Notice Inviting Electronic Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

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

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

ARTICLE III: Compensation

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

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

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

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

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

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

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

CONTRACTOR:

Contractor’s Business Name

Contractor’s Sign Name, Title

Contractor’s License No. XXXXXX

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

ATTESTED: _____
Windmera Quintanar, MMC, City Clerk _____ Date _____
City of Los Alamitos

APPROVED AS
TO FORM: _____
Michael S. Daudt, City Attorney _____ Date _____
City of Los Alamitos

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03**

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

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
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: STREET IMPROVEMENTS ON VARIOUS STREETSS, SPECIFICATION NO. CIP 23/24-03 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

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
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)

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 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 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

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:
.....
.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

STREET IMPROVEMENTS ON VARIOUS STREETSS SPECIFICATION NO. CIP 23/24-03 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
STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS
STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 23/24-03
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

Replace the third paragraph with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

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

Workers' Compensation Insurance Certificate (two original)

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

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

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

The City of Los Alamitos proposes to cold mill and overlay pavement with asphalt rubber hot mix (ARHM) and remove and construct sidewalk, curb, gutter, curb ramps, curb drains, and full depth asphalt concrete pavement. Additional items of work include installing detectable warning surface, signing, and striping and adjusting manhole frames and utility valves to grade. Existing private facilities will be protected in place within the limits of the project unless otherwise shown.

2-2 PERMITS

Replace first paragraph with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

2-3 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents". Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

3-5 INSPECTION

Add the following:

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

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

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)

Add the following:

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.

3-12.6.5 PAYMENT

Add the following:

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

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

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

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

Add the following subsection to Subsection 3-13:

3-13.3.4 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

Add the following:

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

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

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

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

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

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

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

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

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

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

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

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

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

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

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

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

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

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

5-4.3 WORKERS’ COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

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

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

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

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

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any

other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

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

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

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

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+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

Add the following:

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

Add the following Subsection 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

Work specified in this section includes providing all materials and performing all operations to fabricate, install, modify and/or relocate Project Information Signs, and as specified in these Special Provisions.

Submit a shop drawings for all sign panels, and the Manufacturer's data for the Sign Panels.

MATERIALS

A. Project Information Signs shall be constructed per Caltrans specifications for aluminum single sheet and laminated panel signs.

B. Sign Posts shall be constructed of wood and shall conform to the provisions of section 56-2.02B, Caltrans.

C. Mounting Hardware shall be furnished by the Contractor and shall conform to the provisions of section 56-2.02D, Caltrans.

D. To properly provide for changing traffic conditions, the Contractor shall be prepared to furnish on short notice (within 48 hours) additional sign panels, posts and mounting hardware. The Contractor shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

INSTALLATION

A. For this contract, **One (1) Project Information shall be installed**, relocated or modified as directed by the City Engineer and shall conform to the provisions of sections 56-2.03, and 56-2.04, Caltrans.

B. All signs shall have breakaway features as detailed in Standard Plan RS2, "Roadside Sign Details," Caltrans.

C. Signs to be removed and/or relocated as directed by the City Engineer shall be installed at the new location on the same day said sign is removed from its previous location.

D. The location of each sign shall be as directed by the City Engineer or his designee.

Project information sign should be installed in a way to have bottom of sign at least 7 feet above the ground.

The project information signs shall be erected five (5) working days prior to the start of work.

The sign shall show the project name, funding source, and City logo. The sign shall list the names of the City Manager, City Council, Director of Development Services, and City Engineer. Contractor shall submit a mock-up to the City for review prior to manufacturing sign. The Contractor shall revise all misspellings and any other corrections on the sign at no extra cost to the City.

Upon completion of the project, City shall keep all of the Project Information Signs.

Measurement and payment for **Project Information Sign** shall be at the unit bid price per **each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of these items and no additional compensation will be allowed therefore.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

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

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsection:

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 DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer

at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

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

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

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

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

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

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

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

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

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

6-10.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

6-10.3 ARBITRATION

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

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

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

6-11 NOTICE OF POTENTIAL CLAIM

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

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

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

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

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

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

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

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

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

Contractor shall provide traffic control per California Temporary Traffic Control Handbook. Contractor must maintain access for visitors to the properties. One driveway must always remain open and accessible.

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.

SECTION F
STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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.

**SPECIAL PROVISIONS
STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 23/24-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General.

Add the following:

The same brand, type, and source of cement and aggregate shall be used for all portland cement concrete.

Fly ash shall not be used.

201-1.2 Materials.

201-1.2.4 Chemical Admixtures.

Add the following:

1. Retarding Densifier. The material shall be of the hydroxylated carboxylic acid type in liquid form and shall not entrain air or cause foaming. The retarding densifier shall be used in strict compliance with the printed recommendations of the manufacturer. There shall be no reduction in the cement content of the concrete mix because of the addition of the retarding densifier.

The admixture shall be such that its addition to the concrete mix will:

- a. Decrease drying shrinkage;
- b. Increase compressive strength for all concrete strength for all concrete ages from 3 days to 1 year;
- c. Increase flexural strengths, modulus of elasticity and abrasion resistance;
- d. Increase the slump and placement workability;
- e. Retard the initial set and increase the density; and
- f. Shall contain no calcium or tri-ethanolamine.

At the discretion of the Engineer, the Contractor may be required to submit proof that the admixture he proposed to use meets the foregoing requirements. Such proof shall be in the form of comparative tests of plain and admixture containing mixes performed by an acceptable local laboratory with testing based on use of the project materials and in accordance with the requirements of ASTM C 157. An approved admixture conforming to these requirements is plastiment retarding densifier in liquid form.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General.

Add the following:

Contractor shall submit materials to Engineer for approval.

201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant).

Replace the first paragraph with the following:

Type A Sealant shall be two component silicone sealant and shall be furnished and placed in accordance with Specifications for "Two Component, Machine Mixed, Type A Sealant" (State Specification 8030-61J-01). Submit two samples to the Engineer for approval.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds

201-4.1.1 General.

Add the following:

Concrete curing compound shall be Type 2.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General.

Add the following:

Asphalt concrete material used for remove and replace repairs within the roadway shall be Class and Grade B-PG 64-10. Asphalt concrete mix of C2 gradation may be used for leveling layer.

203-11 ASPHALT-RUBBER HOT MIX (ARHM)

Subsection 203-11 ASPHALT RUBBER HOT MIX is amended by adding thereto the following paragraphs:

203-11.2 Materials.

Add the following:

Contractor shall maintain a minimum quality control plans as follows:

- a) Perform sieve analysis test Caltrans Test 202 on a sample taken immediately after 300 tons of production and every 500 tons thereafter.
- b) Perform binder content test Caltrans Test 382 on a sample taken immediately after 300 tons production and every 1,000 tons thereafter.

Tests shall be performed and completed without interruption directly after samples are procured at the production plant laboratory.

A copy of test results shall be provided to the Engineer immediately upon completion of

each test or upon request thereafter if Engineer is not present at time of the test. Adjustments shall be made immediately if test results indicate a need for adjustment.

203-11.2.3 Crumb Rubber Modifier (CRM).

Replace the first paragraph with the following:

The material shall consist of a combination of scrap tire CRM and high natural CRM meeting the requirements of this subsection. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffing. Whole scrap tire rubber shall be derived from scrap tires generated entirely within the State of California, and the certification of compliance shall so certify.

The high natural rubber shall be a single source material and not a blend of more than one source.

The high natural CRM and CRM rubber components shall not be pre-mixed prior to mixing with paving asphalt.

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40% equals 25 percent. The remainder of CRM shall be scrap tires.

The maximum value for Natural Rubber Content in Table 203-11.2.3.1(B) is hereby deleted.

Delete the sixth (last) paragraph of Subsection 203-11.2.3.1.

203-11.2.4 Aggregate.

Replace this section with the following:

The aggregate for ARHM shall conform to the “quality requirements” for asphalt concrete Type A as specified in Caltrans Standard Specifications.

All aggregate used for ARHM shall be crushed aggregate.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

203-11.3 Composition and Grading.

Add the following:

Asphalt-rubber hot-mix shall be type and class ARHM-GG-C.

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air

voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

Variations of percent air voids below the minimum specified will be cause to terminate paving operations until changes to conform to the specified percent air voids are demonstrated and approved by the Engineer.

The gradation ranges shown in Table 203-11.3, including the ¾" sieve range added herein, shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be 94% to 99%. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside the Contract Compliance Range. If gradation test results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

203-11.4 Mixing Asphalt and CRM.

Add the following:

The required mixing/reaction time is hereby modified to 75 minutes minimum. The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material. Reaction shall be considered complete only after the second of two viscosity readings taken 15 minutes apart is less than the first. The Engineer's decision shall be final for determination of the minimum reaction period.

All material shall be tested for viscosity and verified as to complete reaction prior to transfer to any storage tank or use of the reaction tank for feed to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for a total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt Rubber Batch Log.

Each batch of binder shall be tested for viscosity after the minimum reaction time has passed and the following information shall be recorded:

- Temperature of stored asphalt cement material at time of loading
- Time at which the reaction tank is fully loaded
- Tons of asphalt rubber added to the tank for the batch
- Total asphalt rubber in the tank after loading
- The beginning time of reaction (Fully loaded and above 375° F)
- Binder temperature at time of sampling
- Temperature of tested material
- Viscosity reading
- Time of viscosity test (All test results must be completed prior to use.)

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

(A log sheet form will be provided at the preconstruction meeting.)

Construction shall be considered unauthorized until Contractor has faxed the log to the Engineer as arranged at the preconstruction meeting and has in his possession a fax confirmation sheet with a time and date conforming to specification. Under any circumstances, Engineer must be contacted for clearance to pave.

203-11.5 Equipment for production of Asphalt-Rubber.

Add the following to Item C) of 203-11.5:

Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

The reaction tank shall have a functioning paper circle chart thermometer device, which shall record tank temperatures whenever asphalt rubber is in any stage of production. Seven days before production of asphalt rubber starts, the Contractor shall provide the Engineer approximately double the number of charts estimated to be needed to produce the necessary binder quantity. These charts will be numbered and signed by the Engineer and returned to the Contractor prior to start of production. These signed and numbered charts shall be used throughout production of the asphalt rubber binder. Charts shall be used in the consecutive order as numbered by the Engineer beginning with number one, and shall be returned weekly after use to the Engineer. Charts will be identified with the date they were used by the Contractor at time of installing on the equipment, and shall be identified as to the tank to which they were attached. Production of asphalt rubber shall be terminated if this procedure is not followed and will not be restarted until Contractor demonstrates to the Engineer that it is capable of complying with this requirement.

At the start of each production day, the paper chart shall be replaced with a new signed, dated and numbered sheet, the lead scribe shall be sharpened or ink well filled, and the circle chart shall be calibrated against a sample of material drawn early from the first batch of the day. Any calibration adjustments shall be recorded in the appropriate space provided on the batch log sheet. A spare functional circle chart device shall be at the plant at all times for immediate installation should failure occur on a circle chart device being used. Calibration shall be performed as part of such installation. The lack of a functional circle chart device on the reaction tank shall be cause to terminate production of asphalt rubber binder. A blunt lead scribe or low ink, or a paper chart used on a prior day will be considered to render the device non-functional.

Storage Tank. After a complete reaction is verified by viscosity readings acceptable to

the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density.

Add the following:

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

211-1.2 Field Density.

Add the following:

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

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

Add the following:

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) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.
- (2) 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.
- (3) Clearing and removal of debris from site of work.
- (4) Removal of structures, as directed by Engineer to be removed or abandoned.
- (5) Delay in work necessary to accommodate utility relocations by others.
- (6) Other items of work as directed in Appendix Part II, Mitigation Monitoring and Reporting Program.
- (7) 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.

Add the following:

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the Contractor's employ.

All the root pruning required to place or replace walks, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots 2 inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the City. Any such root removed without the City's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

All trees noted on the drawings for tree pruning shall have crown reduction and crown thinning performed in accordance with standards published by the Western Chapter of the International Society of Arboriculture (ISA). All pruning shall be performed by ISA certified tree workers under direct supervision of an ISA certified arborist. The Contractor shall furnish such credentials to the Engineer prior to commencement of any tree work.

Add the following Subsection 300-1.2.1:

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

300-2.1 General.

Replace the first paragraph with the following:

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

300-2.9 Payment.

Replace the first sentence with the following:

Payment for unclassified excavation performed as part of the work for "remove and construct" bid items, shall be paid for as part of the work for that item, and no additional compensation will be allowed.

300-4 UNCLASSIFIED FILL

300-4.1 General.

Add the following:

The site shall be graded to the limit lines and elevations shown on the drawings with such allowances as may be required for the construction of walks, and other site improvements. Tolerance for rough grading is 1/10th of a foot (30mm), plus or minus, at drainage swales, building pads, and paved areas. At other areas, appearance shall be the governing factor.

Finish grades shall slope to drain without water pockets or irregularities and shall conform to the intent of all plans and sections, after thorough settlement, and compaction of the soil. Finished grades shall meet all existing or established controls of sidewalks, curbs, and walls and shall be of uniform slope and grade between points of fixed elevations or elevation controls from such point to established grades. Tolerance for finish grading is ¼ inch (6mm), plus or minus.

Make-up fill material in landscaped areas shall be Class A topsoil for the upper 12 inches of fill.

300-4.10 Payment.

Replace this subsection with the following:

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

SECTION 302 -ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING

302-4.1 GENERAL

Replace paragraph 1 with the following:

Slurry Seal shall consist of the mixing, spreading and application of emulsion-aggregate slurry (EAS) conforming to 302-4.3. The combined aggregate gradation of the slurry seal mixture (EAS) shall be as specified in the special provisions.

302-4.3.2.1 Aggregate.

The text of Subsection 302-4.3.2.1 of the Standard Specifications is hereby deleted and replaced with the following:

Aggregate shall be Type II conforming to 200-1.7.

302-4.5.1 General.

Add the following:

The slurry mixer shall be a multiblade or spiral continuous-flow in good working condition capable of accurately delivering a predetermined proportion of aggregate, water, emulsion, additive and asphalt modifier to the mixer and of discharging the thoroughly mixed slurry on a continuous basis. Each mixer shall have a metering device to measure the quantity of water in liters (gallons) used in each load of slurry and a separate metering device or equivalent which meets the approval of the Engineer to measure the quantity of emulsified asphalt used in each load of slurry.

The mixing shall be performed by a continuous-flow mixer. All aggregate particles will be uniformly saturated and coated with asphalt.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry. It shall be adjustable to ensure a uniform controlled spread and be equipped with a mechanical or hydraulic type horizontal shifting device.

302-4.8 Spreading and Application.

Subsection 302-4.8 Spreading and Application is hereby amended thereto by adding the following paragraphs:

The sites for stockpiling and batching materials shall be clean and free from objectionable materials. Arrangements for these sites shall be the responsibility of the Contractor.

Hand squeegees and other hand equipment shall be provided to remove spillage and spread slurry in areas inaccessible to the spreader box.

The Contractor shall have two fully operational mixers for use at the project site at all times. These mixers shall be available for inspection by the Agency at least 48 hours prior to commencing work.

The application of slurry shall not commence until after 7:00 a.m. and the slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The streets to be sealed shall be closed from the time the application begins until the Engineer determines the mixture has achieved sufficient set to be opened to traffic.

Prior to applying slurry, the surface to be sealed shall be cleaned by the Contractor unless otherwise specified. Immediately ahead of the mixer, the pavement shall be prewetted by a pressure water distribution system equipped with a fog-type spray bar which will completely fog the surface of the pavement. The need for application and the rate of application will be determined by the Engineer.

Evidence of solidification of the asphalt, balling or lumping of the aggregates, or the presence of uncoated aggregate will be cause for rejection of the slurry.

Slurry shall be applied in such a manner that no ridges shall remain.

The Contractor shall prevent slurry from being deposited on other than asphalt concrete surfaces and shall remove slurry from surfaces not designated to be sealed at no cost to the Agency. The method of slurry removal shall be approved by the Engineer.

At the direction of the Engineer, the Contractor shall repair and reseal all areas of the streets which have not been sealed properly or completely, at no cost to the Agency.

Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment shall be approved by the Engineer.

302-4.8.2.2 Aggregate Application Rate.

Add the following:

The work shall consist of mixing asphaltic emulsion, aggregate, additive, and water and spreading the mixture on the pavement where shown on the Plans. Type II slurry shall be applied at the application rate shown in SSPWC Table 302-4.8.2.2

In addition, an Extra Long Ton of slurry is made up of 2000 pounds (907 kg) of dry aggregate plus emulsified asphalt, accelerator or retardant, and water. Quantities and application rate shall be approved by the Engineer. When the Engineer determined that the application rate does not conform to the requirements, the Contractor shall take immediate corrective action as specified in SSPWC Section 302-4.8.2.2, Corrective Action. When the rate is less than the minimum amount required, the Contractor shall reapply additional slurry seal to the nonconforming area to meet the requirements. When the rates exceed the maximum specified Table 302-4.8.2.2, the material shall be removed and replaced, or be left in place at no additional cost to the Agency, as determined by the engineer.

302-4.11 Payment.

Payment for **Slurry Seal, Type II** shall be paid at the contract price per **Extra Long Ton (ELT)** and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in the furnishing and placing of the slurry seal including, but not limited to, cleaning the surfaces, applying waterproofing membrane, weed abatement, sealing of cracks, and protecting the slurry seal until it has set, all as shown on the roadways, as specified in these specifications and as directed by the Engineer, complete and in place, and no additional compensation will allowed therefor.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General.

Add the following:

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

AC for AC pavement repairs and for PCC pavement repairs shall be placed the same day as removals are performed.

Add the following Subsection:

302-5.1.1 Preparation Crack Treatment.

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area, a pavement block, exceeding 4 feet in minimum dimension. Such pavement area is defined by the cracks forming its perimeter. If asphalt concrete pavement is being constructed directly upon an existing asphalt concrete pavement: 1) Contractor shall spray all weeds in cracks with an approved herbicide, such as brand Roundup, a minimum of 1 week prior to paving. All weeds shall be resprayed if rain occurs within 48 hours after application; 2) all holes and cracks exceeding 1.5 inches deep by 5 inches wide by 7 inches long in all 3 dimensions shall be cleaned, tacked and filled with temporary 3/8" (cutback) asphalt concrete compacted level with the top of the existing pavement; 3) all cracks and holes with weeds shall be routed clear to a depth of one-inch; 4) All cracks and joints 1/4 inch or greater in width shall be blown clear with high pressure air; and 5) all singular cracks and joints shall be filled with **Crafco Polyflex Type III** or equal. Crack and joint filling shall **utilize a banding type applicator** (Crack banding machine or equivalent) **or a "shoe" attachment on a wand**, capable of spreading a band 2 to 3 inches wide over the crack, while at the same time striking off the crackfiller at a uniform thickness between 3/32 and 5/32-inch. Thickness shall not exceed 5/32-inch, but if so, crackfiller shall be reheated and replaned to the specified thickness by a method approved by the Engineer.

To ensure awareness of the specification by crackfill crew, the foreman on the crackfill work shall fill out the following certificate, have the certificate at the site of the work, and present the certificate to the inspector on request.

rubber. The Material is applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

Asphalt tack coat material shall be Thermoplastic Polymer Modified HPS No Track Tack (No Track Tack) by Paramount Petroleum, or an approved equal.

This item shall consist of full coverage of No Track Tack to be applied as tack coat between all contact surfaces for RAP Slurry Seal, type 2 and patch repairs. The Material is to be applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

The Thermoplastic Polymer Modified HPS No Track Tack shall meet the following criteria:

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

*BKF LV II, spdI #21 @ 20 RPM

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

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

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325 425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard

tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.10 gallons per square yard for all slurry seal (where specified) or as otherwise directed by the Engineer.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the RAP Slurry as permitted by the Engineer. The No Track Tack shall not be left exposed overnight.

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

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

On all vertical joints of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard of HPS No Track Tack uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40o F in the shade. A tack coat shall be applied at the following:

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

Payment for tack coat shall be included with the item requiring the tack coat, and no additional compensation will be made therefor.

302-5.5 Distribution and Spreading.

Add the following:

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

302-5.6 Rolling.

302-5.6.1 General.

Add the following:

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

Rubber tire rollers shall be used on any leveling course.

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

302-5.7 Joints.

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

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

302-5.9 Measurement and Payment.

Add the following:

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

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

302-9 ASPHALT-RUBBER HOT MIX (ARHM).

302-9.1 General.

Add the following:

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of

the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter onto areas that are accepted as completed for cold milling.

302-9.3 Distribution and Spreading.

Add the following:

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 290 degrees Fahrenheit (143 degrees Celsius).

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joins without casting material. Screed controls shall be the predominant means of controlling material at joins. In areas where paving machines cannot be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. The infrared device shall be correlated by thermometer to the actual mat temperature prior to use. The correlation difference shall be applied to all readings thereafter. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed

at the end of the workday.

302-9.4 Rolling.

Add the following:

Initial breakdown rolling shall be vibratory. Rolling in vibratory mode shall not be performed after ARHM material temperature falls below 290 degrees F (143 degrees C), due to disturbance of the bonds beginning to set up in the binder at lower temperatures.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates.

Once a rolling pattern is elected by Contractor, the rolling pattern shall remain consistent, unless conditions change and/or a modified rolling pattern is needed to conform to specification.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver will require notification 3 days in advance to the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.4 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

Add the following Subsections:

302-9.4.1 Density and Smoothness. Density and smoothness shall conform to Subsection 302-5.6.2, except the second and third paragraph of Subsection 302-5.6.2 shall not apply to ARHM.

The compaction after rolling shall be 95 percent of density obtained with the California Kneading Compactor, California Test 304 as modified and measured in conformance to this Subsection 302-9.4.1.

The field density of compacted ARHM shall be determined by:

- 1) A nuclear asphalt testing device, calibrated in conformance with California Test 375, except as modified in this Subsection 302-9.4.1, in the field designed to measure the density of pavement of the thickness being constructed; or
- 2) Core with density determined as follows:
 - a) Saw the ARHM lift of pavement from the top of the core approximately perpendicular to the axis of the core, just above any underlying pavement or as necessary to obtain a clean flat surface at the bottom of the sample.
 - b) Clean and dry the sample as described in ASTM 1188.

c) Perform California DOT Test 308 Method A step a.

d) Prior to proceeding to steps 308A b., 308A c., 308A d. and 308A e., place the core, top surface down, firmly into a flat pan of hot liquid paraffin approximately 1/4 inches deep. Allow the sample and paraffin to cool to firm solid state and remove the sample from the pan by cutting around the perimeter. Trim the edges of paraffin parallel to the side of the sample cylinder, and weigh the cylinder to obtain:

G = Mass in grams of level sealed paraffin-treated specimen in air.

e) Perform 308A b., 308A c., and 308A d on the sample from D) above.

f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following: Bulk Specific Gravity

$$= \frac{A}{(D - E) - (D - G) / F}$$

In case of dispute, 1) shall be used, except Contractor may elect to use 2), but all costs for such procedures shall be borne by the Contractor to provide the full set of coring, tests and documentation in conformance with the Standard Specifications, except all test methods shall be modified as specified in these Special Provisions. Also, Contractor shall notify the Engineer at least 3 days in advance of coring operations, and immediately after core testing is complete Contractor shall deliver cores to the Agency for verification.

Nuclear test procedures, including correlation with core densities, shall be in conformance with California Test 375, except as follows:

If a test section is placed and compacted for that purpose, rolling shall be provided as follows: 1) 2 passes with a vibratory breakdown roller above 290 degrees F; and 2) 4 passes with a static roller above 200 degrees F. Core locations for correlation with cores shall be selected based on appearance of relatively tight surface texture, and the test strip shall be selected on this basis. If a test location is determined to have a significantly open texture relative to other areas within the test strip, the location shall not be used. This selection criteria are not to be considered significant to the outcome of, but only as a guideline towards obtaining samples that are relatively well compacted to yield results with minimum standard deviation. The locations shall be well clear of grade breaks and joints. One core centered on the gauge will be used instead of two at each location. Use method 2) in this Subsection 302-9.4.1 to determine density of cores. Surface voids shall not be filled with sand.

Contractor will be notified in writing at least 5 days in advance of such correlation testing and will be invited to have a nuclear gauge onsite to correlate a second gauge. If not independently calibrating at that time, Contractor shall bear the full expense of performing correlation for his nuclear gauge under the specified procedures, but shall notify the City 5 days in advance of such correlation testing, such that the City can correlate with the Contractor's gauge, if

Contractor disagrees with City's test results.

TABLE 302-9.4.1A REDUCED COMPENSATION FACTORS			
Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

302-9.4.2 Compaction Payment Reductions.

Based on laboratory tests on AC pavements revealing a highly significant loss of life span for each 1 percent reduction of compaction, and the well known catastrophic effect of oxidation and stripping of asphalt products due to interconnected voids that develop below 95 percent compaction, and the extreme expense of removing and replacing pavement not compacted to the specified minimum, a nominal deduction of payment will be applied for under-compacted ARHM pavement. The bidder in submitting a bid fully accepts the provisions in this Subsection 302-9.4.2 and agrees that the nominal payment deduction is acceptable and reasonable for these purposes.

Payment reductions will be applied to ARHM compacted less than 95 percent of maximum density, the specified minimum, and greater than 91.9 percent of the maximum density based on nuclear testing with Part 3 Test Site Selection of California Test 375 modified as follows:

A lot will be one day's production or other lesser area of paving as determined by the Agency to be deficient in terms of compaction, and a pull will be the width between joints or edge of pavement as the lot is placed.

Test site selection will conform to California Test 375 Part 3, except the number

of tests shall be the area of the lot in square feet divided by 400 and any test site within .5m of a grade break or pavement joint shall be relocated laterally towards the center of the pull to .5m from such joint or grade break.

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus two standard deviations based on all tests, shall be rejected. The mean average shall be calculated directly from the remaining values. A compensation reduction in conformance with Table 302-9.4.1A will be applied to the contract unit price for ARHM for material within any lot determined to be below minimum relative compaction, except any lot with tests indicating compaction 91.9 percent or less shall be removed and replaced at Contractor's expense.

302-9.7 Rock Dust Blotter.

Add the following:

Lack of uniformity of application of rock dust shall be cause to terminate paving operations. Rock dust blotter shall not be applied until intermediate rolling is complete, except as approved by the Engineer based on a fine uniform layer of rock dust, or at major intersections and access points.

302-9.9 Payment.

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

Payment for **Construct ARHM Overlay (Thickness per plan)** shall be paid at the contract price per **ton (TN)** and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, crack sealing, tack coat, rock dust blotter, and other incidentals for doing all work, complete, and in place, involved in constructing ARHM overlay as indicated in the contract documents and no additional compensation will be allowed therefor.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements.

303-5.1.1 General.

Replace the second paragraph with the following:

Concrete areas behind sidewalks, driveways and right-of-way shall be considered as walks. The Contractor shall protect all new concrete installations from damage by others (subcontractors or the general public such as, blemishes, water stains, stress cracks, graffiti markings, etc.). The removal and replacement of damaged concrete work shall be performed and no additional cost to the Agency (City). Concrete sidewalk shall be a minimum 4" thick over native soil compacted to a minimum of 95 % relative compaction.

Actual limit of concrete removal shall extend to nearest score mark or joint, if

nearest score mark or joint is within 30" limit of removal. Residual from any saw-cutting shall be removed by vacuum. The downstream drain inlet shall be protected. In no case shall the residual be allowed to enter the storm drain system.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete sidewalk is constructed. The exact location of sidewalk removal shall be approved by the City Engineer in the field. Generally, sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete sidewalks shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

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.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans or as ordered by the City Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Unless otherwise specified, soil in subgrade for curb and gutter shall be compacted to a relative compaction of ninety-five (95) percent in the top six (6) inches of subgrade.

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

Payment of detectable warning surface for new ramps shall be included in the unit price bid for removal and construction of new curb ramps per SPPWC Std Plan 111-5.

303-5.1.2 Drainage Outlets Through Curb.

Replace the second paragraph with the following:

Prior to removal of concrete curb and gutter, Contractor shall identify all curb drains that will be disturbed by the removal and construction of curb and gutter and shall provide locations and quantity of curb drains to the City inspector. Approximate locations of impacted curb drains are shown on the plans but do not represent locations of all impacted curb drains. Contractor is responsible to replace all impacted curb drains, whether shown or not shown on plans. Any curb

and gutter that is poured without prior approval from the City inspector may be subject to removal and replacement at the Contractor's expense and no additional compensation will be allowed.

303-5.9 Measurement and Payment.

Add the following:

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

Payment for **Remove and Construct A2-8 Curb and Gutter per SPPWC Std Plan 120-3** shall be paid at the contract price per **linear foot (LF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals, for the removal of existing curb and gutter and construction of curb and gutter per SPPWC Std Plan 120-3 and no additional compensation will be made therefor.

Payment for **Remove and Construct A1-6 Curb per SPPWC Std Plan 120-3** shall be paid at the contract price per **linear foot (LF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals, for the removal of existing curb and gutter and construction of curb per SPPWC Std Plan 120-3 and no additional compensation will be made therefor.

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

Payment for **Remove and Construct Cross Gutter per SPPWC Std Plan 122-3** shall be paid at the contract price per **square foot (SF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of cross gutter per SPPWC Std Plan No. 122-3 and no additional compensation will be made therefor.

Payment for **Remove and Construct Longitudinal Gutter per SPPWC Std Plan 122-3** shall be paid at the contract price per **square foot (SF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of longitudinal gutter per SPPWC Std Plan No. 122-3 and no additional compensation will be made therefor.

Payment for **Remove and Construct Alley Approach per SPPWC Std Plan 130-3** shall be paid at the contract price per **square foot (SF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of Alley Approach per SPPWC Std Plan No. 130-3 and no additional compensation will be made therefor.

Payment for **Remove and Construct Curb Drain per SPPWC Std Plan 150-4** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, sidewalk replacement, saw cutting, hauling, disposing, and incidentals for the removal of existing curb drain and construction of curb drain in-kind per SPPWC Std Plan 150-4 and no additional compensation will be made therefor.

PART 4 – EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION

401-1 GENERAL

Replace the second paragraph with the following:

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

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

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

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

400-3 PAYMENT

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

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

SECTION 401 – REMOVAL

401-2 ASPHALT CONCRETE PAVEMENT

Add the following:

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

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

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

401-3.1 Concrete Pavement.

Replace this subsection with the following:

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

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

Replace this subsection with the following:

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

402 UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

The Contractor's attention is directed to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any

excavation “Underground Service Alert of Southern California” (USA) shall be notified by phone, toll free 1-800-227-2600, for the assignment of an Inquiry Identification Number.

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

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

No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number.

402-1.1.2 ACCURACY OF UTILITIES INFORMATION

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

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

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

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

402-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 402-2:

“if located in accordance with 402-1”.

402-4 RELOCATION

Replace the second sentence of the fourth paragraph with the following:

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction.

402-5 DELAYS DUE TO UTILITY CONFLICTS

Delete the last paragraph of this section.

403 MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

Add the following Subsections:

403-1.1 Adjustment of Los Angeles County Flood Control District Manhole Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

403-1.2 Adjustment of Water Valve Box Frame and Cover.

Water valve box frame and cover within the area to be paved or graded shall be set to finish grade with a concrete collar by the Contractor as required by the Plans and Specifications. In the case of portland cement concrete pavement, water valve box frame and cover shall be set to finish grade by the Contractor before paving.

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

Add the following:

Pavement patch material around all frame and covers shall conform to the finish pavement layer specifications; PG 64-10 Class C/D and/or ARHM GG-C/D.

403-5 PAYMENT

Add the following:

Payment for protection of existing surface utilities shall be included in other items of work and no additional payment will be made therefore, unless separate bid item is provided

Payment for **Adjust Manhole Frame and Cover to Grade** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools,

equipment, and incidentals for Adjust Manhole Frame and Cover to Grade and no additional compensation will be made therefor.

Payment for **Adjust Water Valve to Grade** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for Adjust Water Valve to Grade and no additional compensation will be made therefor.

Payment for **Adjust Sewer Vault to Grade** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for Adjust Sewer Vault to Grade and no additional compensation will be made therefor.

SECTION 404 – COLD MILLING

404-2 MILLING MACHINES

404-2.2 Milling to a Specified Elevation.

Add the following:

b) The straight edge grade along the edge of the cold plane area shall not deviate more than ¼-inch below nor 1/8-inch above the grade specified in the Plans or Specifications.

404-7 WORK SITE MAINTENANCE

Add the following:

Cold milling will not be considered complete until all loosened material is removed from the project site. Paving shall not commence until the day after cold milling is complete.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on the streets approved as completed for cold milling.

404-11 PAYMENT

Add the following:

Payment for **Cold Mill Existing AC Pavement (Depth per Plan and Bid Schedule)** shall be paid at the contract price per **square foot (SF)** and include full compensation for all labor, materials, tools, equipment, and incidentals required to Cold Mill Existing Asphalt Concrete Pavement. This bid item will shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, hauling, disposal, and other incidentals for doing all work, complete, and in place, involved in cold milling as indicated in the contract documents, and no additional compensation will be allowed therefor.

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

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

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

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

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

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

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

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

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

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

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

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

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

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

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

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

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

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

601-1.3 Measurement and Payment.

Measurement and Payment for **Traffic Control** shall be included in other bid items and shall be considered full compensation and 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.

shall be included in the other items of work and shall be considered full compensation and include

SECTION G

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 23/24-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans Revised Standard Plans, and Revised Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 12 office at 7150 e 4TH St #100, Santa Ana, California 92705 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

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

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

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

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

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

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

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

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

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

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

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be thermoplastic. Curb markings shall be paint, two (2) coats. Contractor shall repaint all curb markings within the project limits.

84-2.02C Paint. Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

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

84-2.02E Thermoplastic Traffic Stripes and Pavement Markings shall be thermoplastic including glass beads for striping, crosswalks and pavement markings.

84-2.03 Construction.

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

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

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

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

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

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

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

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

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

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

SPECIAL PROVISIONS

ELECTRICAL WORK AND SYSTEMS

All equipment, materials, and components for traffic signal loop replacement shall conform to the 2018 Caltrans Standard Plans and Revised Standard Specifications, Section 86, "Electrical Work" and Section 87 "Electrical Systems" unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 86 – GENERAL

86-1.01 General.

86-1.01C Submittals. The schedule of values (cost breakdown) shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Materials lists, manufacturer's data, brochures, technical data, etc., shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials lists and samples shall be the basis for approval or rejection of work.

The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to quality of workmanship and materials furnished by him. The Contractor shall make, at the Contractor's expense, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these Specifications, any part of the work which during the 1-year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

86-1.01D Quality Assurance.

86-1.01D(3) Department Acceptance. Materials and equipment furnished by the Contractor shall be tested at an independent testing facility designated by the City. Cost for testing and delivery to and from the test site shall be considered as included in the lump-sum price bid for traffic signal installation/modification, and no additional compensation will be allowed.

86-1.02 Materials.

86-1.02B Conduit. Conduit shall be rigid steel with metallic fittings for traffic signal crossings under roadway and Schedule 80 PVC under sidewalks.

86-1.02F Conductors and Cables.

86-1.02F(2) Conductors.

86-1.02F(2)(c) Copper Conductors.

86-1.02F(2)(c)(i) General. Circuit conductors shall be THW PVC type.

SECTION 87 – ELECTRICAL SYSTEMS

87-1 GENERAL

87-1.03 Construction.

87-1.03A General.

No work shall commence and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 5-working days prior to said delivery date.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

87-1.03F Conductors and Cable Installations.

87-1.03F(2) Cables.

87-1.03F(2)(c) Copper Cables.

87-1.02F(2)(c)(ii) Detector Lead-in Cables. Loop detector lead-in cable shall be Type B.

87-1.03F(3) Conductors..

87-1.03F(3)(c) Copper Conductors.

87-1.03F(3)(c)(ii) Inductive Loop Conductors. Loop wire shall be Type 2.

87-1.03H Conductor and Cables Splices.

87-1.03H(2) Splice Insulation Methods. Splices shall be Type C insulated by Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

87-1.03L Utility Service. Electrical service equipment installation and conduit run details shall be as specified by the serving utility company, and written proof of their approval by the utility shall be submitted to the Engineer prior to installation. The Contractor shall be responsible for all service details, expenses, and scheduling far in advance of need. The Contractor shall pay all service connection fees.

87-1.03V Detectors.

87-1.03V(1) General. Vehicle detectors shall be of the inductive loop, Type E.

Detector loop locations shall be approved by Engineer in the field prior to installation.

PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1½-inches. Slot width shall be a maximum of ¾-inch.

Slots of circular loops shall be filled with elastometric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

PAYMENT

Payment for inductive loops and the installation thereof shall be paid per unit price bid for each inductive loop as shown on the Plans, and no additional compensation will be allowed therefor.

APPENDIX – PART 1

Standard Plans

UTILITY CONTACTS:

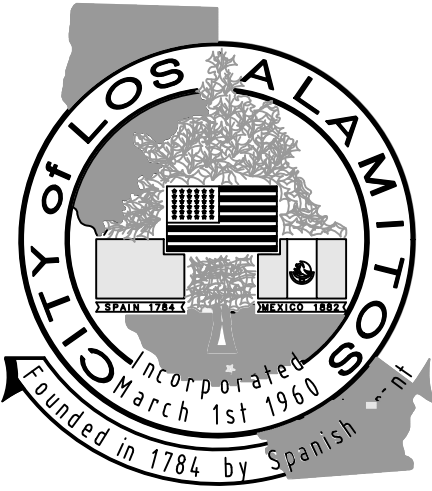
CENCO REFINING CO. (562) 944-6111
ORANGE COUNTY SANITATION DIST. (714) 962-2411
PACIFIC BELL (714) 666-5716
ROOSMOOR/LOS ALAMITOS SEWER DIST. (562) 431-2223
SOUTHERN CALIFORNIA EDISON CO. (562) 981-8205
SOUTHERN CALIFORNIA GAS CO. (714) 634-3133
GOLDEN STATE WATER COMPANY (562) 907-9200
TIME-WARNER COMMUNICATION (714) 895-6886
UNDERGROUND SERVICE ALERT (800) 422-4133
VERIZON (704) 375-6719

ABBREVIATIONS

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

AGENCIES TO BE NOTIFIED:

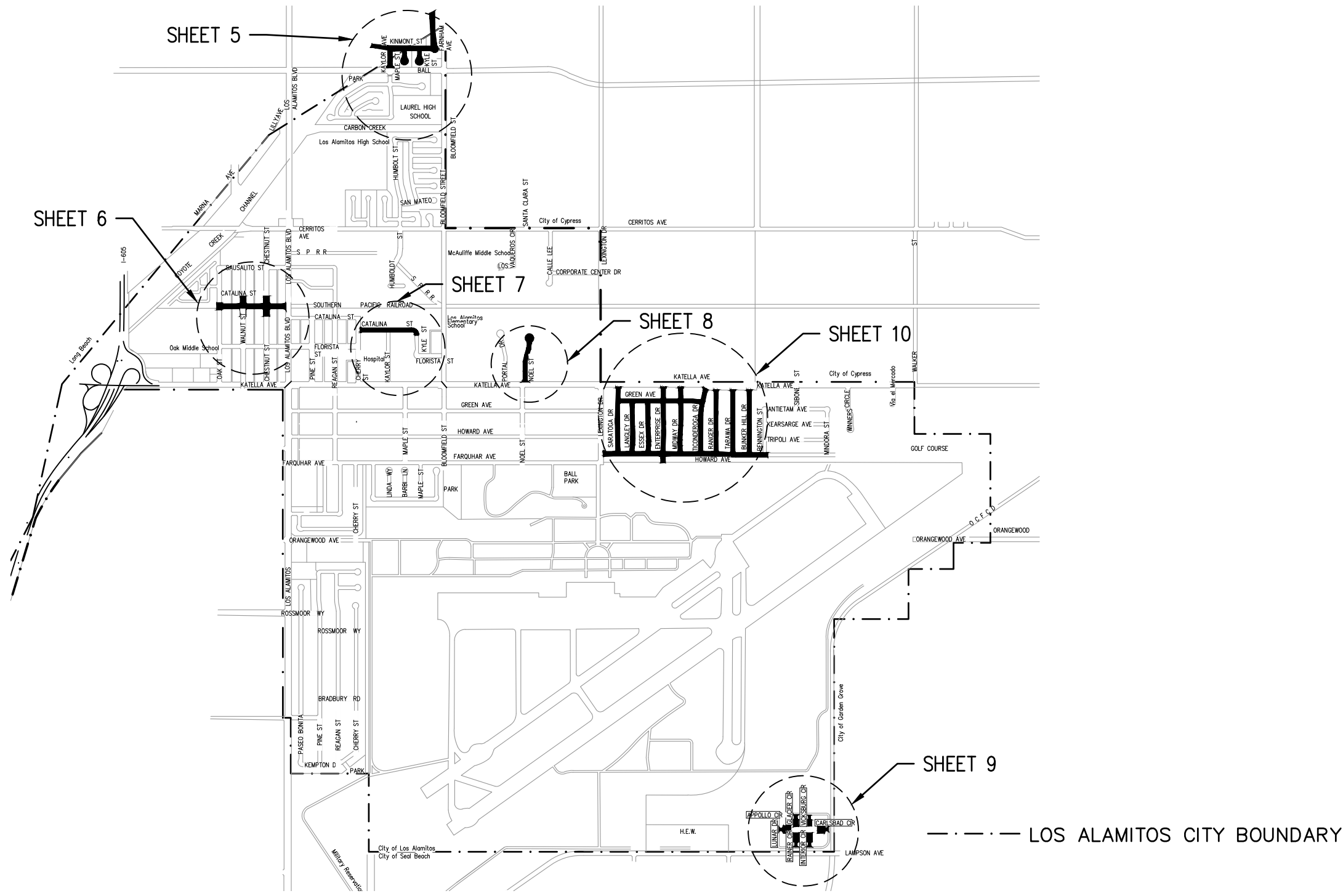
- CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100
- LOS ALAMITOS POLICE
DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255
- ORANGE COUNTY FIRE
DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026
- LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547
- ROSSMOOR/LOS ALAMITOS
AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
- LOS ALAMITOS UNIFIED SCHOOL
DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700
- OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912
- CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700
- CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383
- ROSSMOOR COMMUNITY
SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR,
CA 90720
(562) 431-0525



CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENT
ON VARIOUS STREETS

FY 2022-2023



VICINITY MAP

SCALE : NTS

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2-4	DETAIL SHEETS
5	KINMOUNT STREET, FARNHAM AVENUE, KAYLOR AVENUE, MAPLE STREET, KYLE STREET
6	CATALINA STREET
7	CATALINA STREET
8	NOEL STREET

9	GLACIER CIRCLE, VICKSBURG CIRCLE, CARLSBAD CIRCLE, INTERIOR CIRCLE, RAINIER CIRCLE, APOLLO CIRCLE
10	SLURRY SEAL MAP ON VARIOUS STREETS

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPPWC STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
- THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
- AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.

SIGNING AND STRIPING GENERAL NOTES:

- SIGNING STRIPING, AND LOOP REPLACEMENT AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL EXISTING STRIPING SHALL BE REMOVED PRIOR TO SLURRY SEAL.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REPAINT ALL EXISTING CURB MARKING THROUGHOUT PROJECT LIMITS. CURB MARKINGS SHALL BE PAINT, TWO (2) COATS. CONTRACTOR SHALL SCRAPE SPALLED AND CHIPPED CURB MARKING PRIOR TO REPAINTING.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
- ALL SIGNS ARE EXISTING TO REMAIN, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
- PERFORM PRELIMINARY STRIPING LAYOUT PRIOR TO POSITIONING LOOP DETECTORS AND OBTAIN APPROVAL FOR EXACT LOOP DETECTOR LOCATIONS PRIOR TO FINAL PLACEMENT. INDUCTIVE DETECTOR LOOPS SHALL BE (6") DIAMETER TYPE "E" AND CENTERED IN THE LANE WITH 10' SPACING IN THE DIRECTION OF TRAVEL. LIMIT LINE LOOPS SHALL BE MODIFIED TYPE "E" BICYCLE DETECTOR LOOPS PER CALTRANS STANDARDS. PLACE LIMIT LINE LOOPS 1 FOOT BEHIND CROSSWALK OR LIMIT LINE.



REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

APPV'D



DRAWN BY	AM,MT	11/7/2023
CHECKED BY	KS	11/7/2023
DESIGNED BY	AM,MT,YC	11/7/2023
APPROVED	11/7/2023 City Engineer Date	

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2022-2023

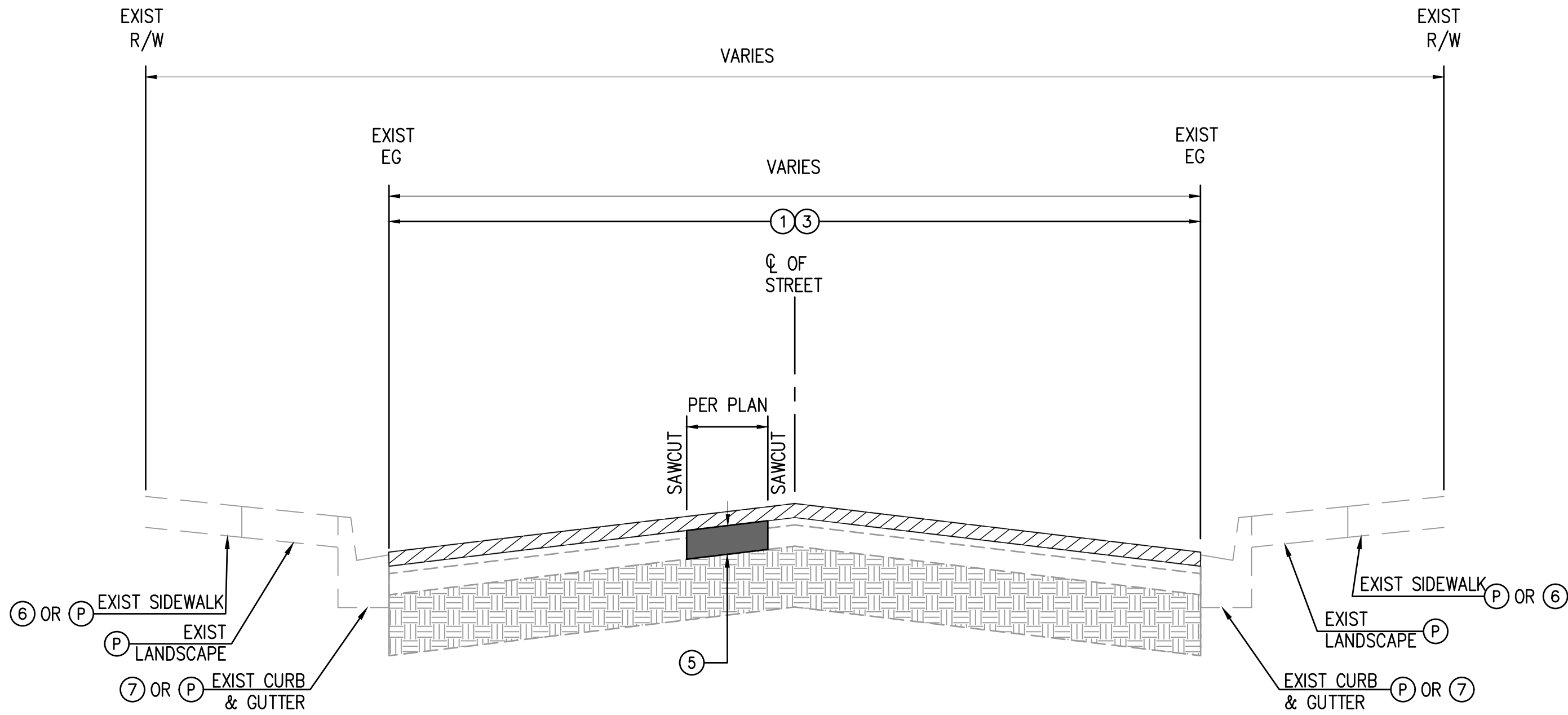
TITLE SHEET

SHEET 1 OF 10

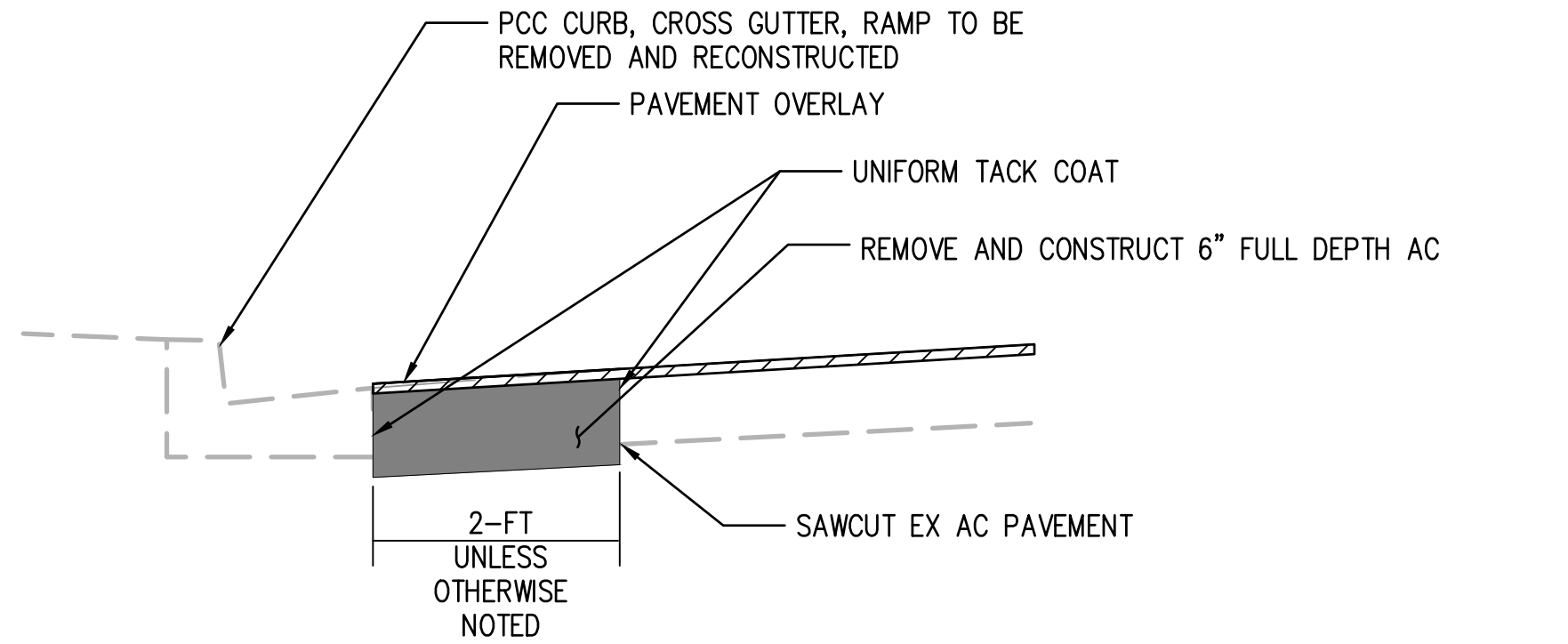
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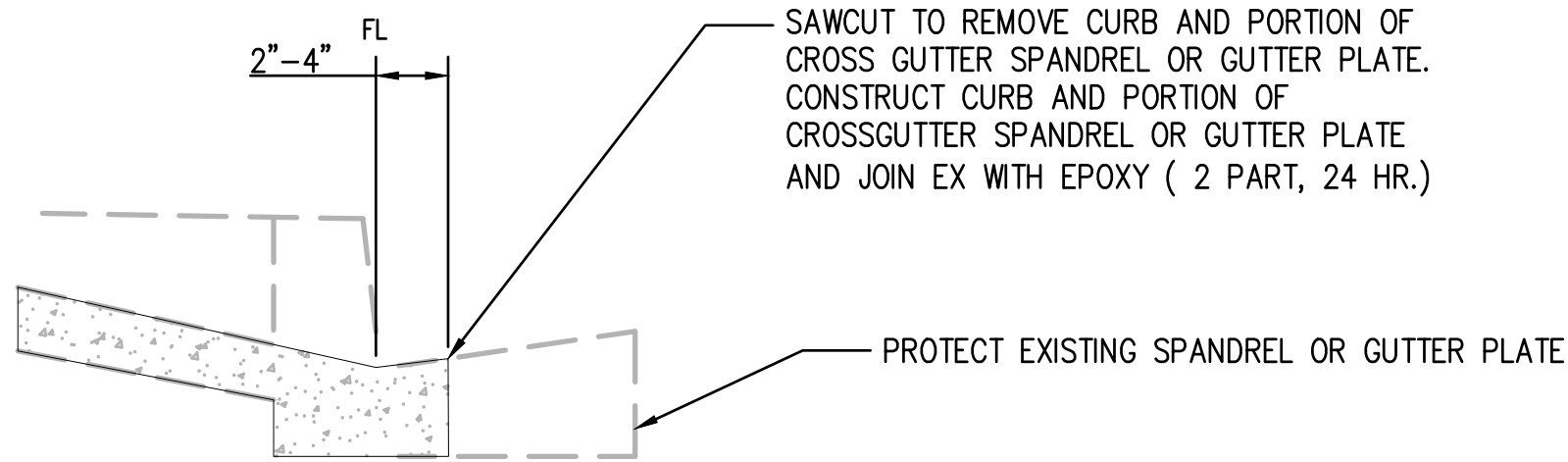
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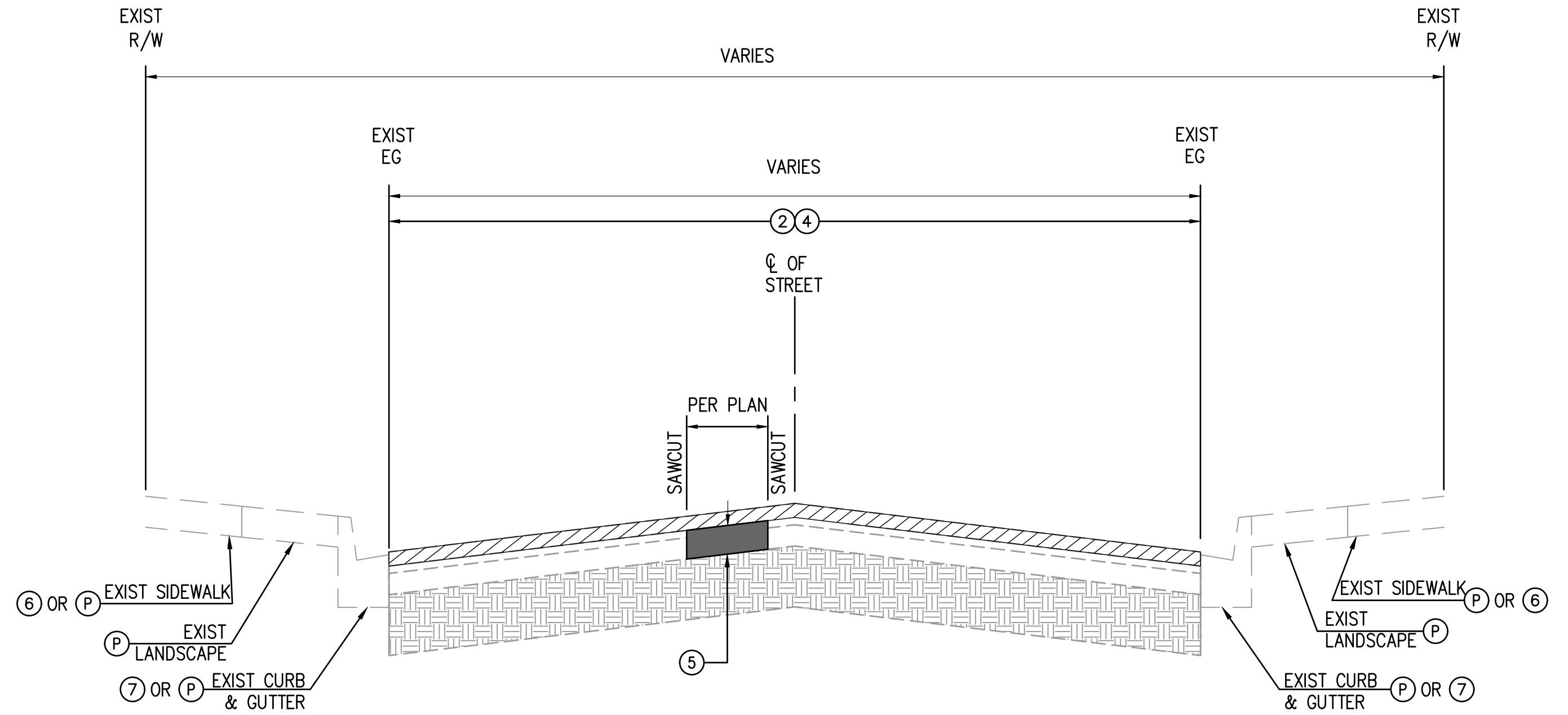
TYPICAL SECTION FOR VARIOUS STREETS
N.T.S.



SLOT PAVEMENT DETAIL "1"
N.T.S.



SAWCUT DETAIL "2" AT SPANDREL OR CROSS GUTTER
N.T.S.



TYPICAL SECTION FOR VARIOUS STREETS
N.T.S.

CONSTRUCTION NOTES:

- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② COLD MILL EXISTING PAVEMENT 2.5-INCH UNIFORM DEPTH
- ③ CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ④ CONSTRUCT 2.5-INCH THICK ARHM OVERLAY
- ⑤ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- ⑥ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- ⑦ REMOVE AND CONSTRUCT A2-8 CURB AND GUTTER PER SPPWC STD PLAN 120-3. MATCH EXISTING.
- ⑧ REMOVE AND CONSTRUCT A1-6 CURB PER SPPWC STD PLAN 120-3. MATCH EXISTING.
- ⑨ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- ⑩ REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3
- ⑪ REMOVE AND CONSTRUCT LONGITUDINAL GUTTER PER SPPWC STD PLAN NO. 122-3
- ⑫ REMOVE AND CONSTRUCT ALLEY APPROACH PER SPPWC STD PLAN 130-3
- ⑬ REMOVE AND CONSTRUCT CURB DRAIN PER SPPWC STD PLAN 150-4
- ⑭ SEAL CRACKS OVER .25-INCH WIDE AND CONSTRUCT SLURRY SEAL, TYPE 2
- ⑮ REMOVE AND CONSTRUCT RESIDENTIAL DRIVEWAY PER SPPWC STD PLAN 110-2. MATCH EXISTING TYPE.
- Ⓐ ADJUST TO GRADE (ITEM AS NOTED)
- Ⓐ ADJUST TO GRADE BY OTHERS (ITEM AS NOTED)
- Ⓘ PROTECT IN PLACE
- Ⓡ REMOVE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- COLD MILL 2.5-INCH AC PAVEMENT AND OVERLAY 2.5-INCH ARHM
- PCC IMPROVEMENTS
- SLURRY SEAL



Know what's below.
Call before you dig.

REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APPV'D



DRAWN BY	AM,MT
CHECKED BY	KS
DESIGNED BY	AM,MT,YC

APPROVED
City Engineer

DATE
11/7/2023
11/7/2023
11/7/2023

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2022-2023

DETAIL SHEET

SHEET 2 OF 10

90% SUBMITTAL - NOT FOR CONSTRUCTION

USER: YCruz
DATE: Nov 07, 2023 - 4:58pm
FILE: W:\WE-CAL\Los Alamitos, City of\112154 - Los Alamitos Measure Y000-PS&E\901-Plans\PL-DET-STRIP\ING.dwg



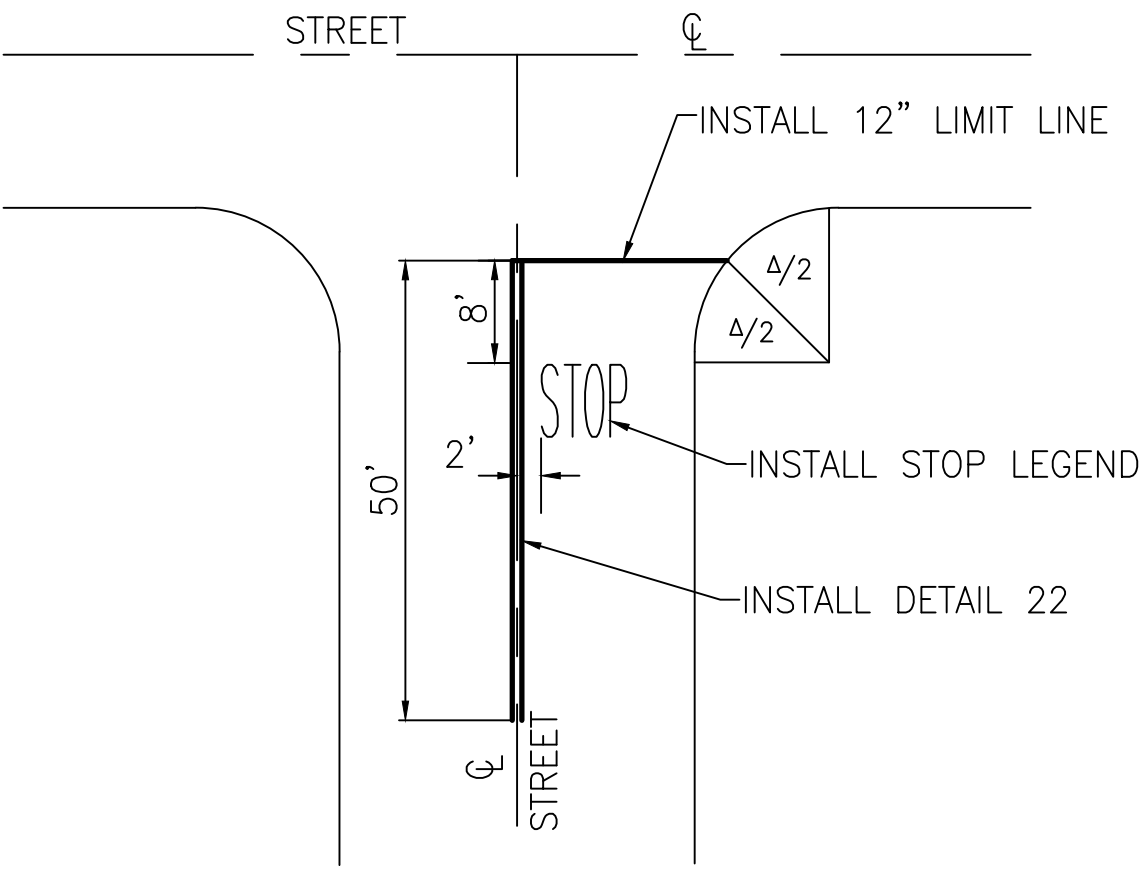
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NUMBER	DATE	INITIALS		

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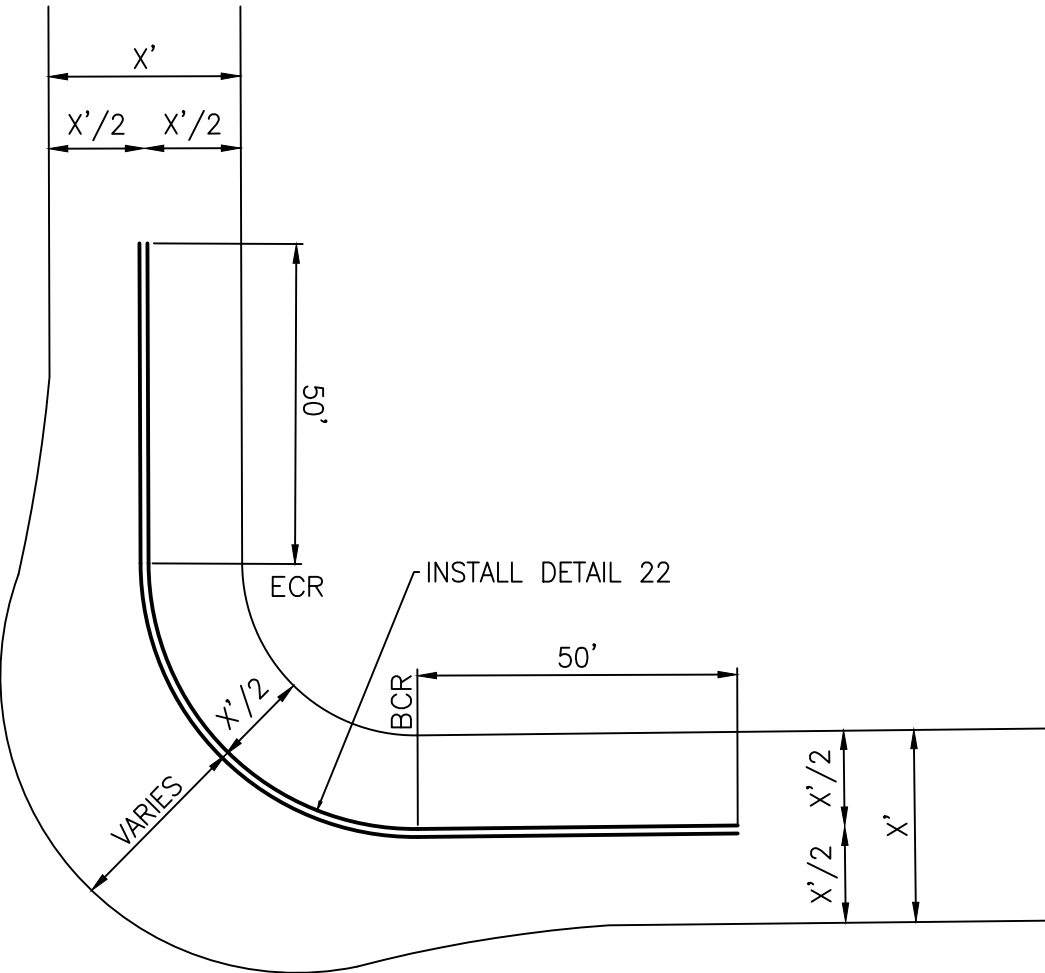


 2401 East Katella Ave., Suite 400, Anaheim, California 92805 714/978-8200 fax 714/978-8299		DATE
DRAWN BY	MT	11/7/2023
CHECKED BY	MP	11/7/2023
DESIGNED BY	MT	11/7/2023
APPROVED		11/7/2023
City Engineer		Date

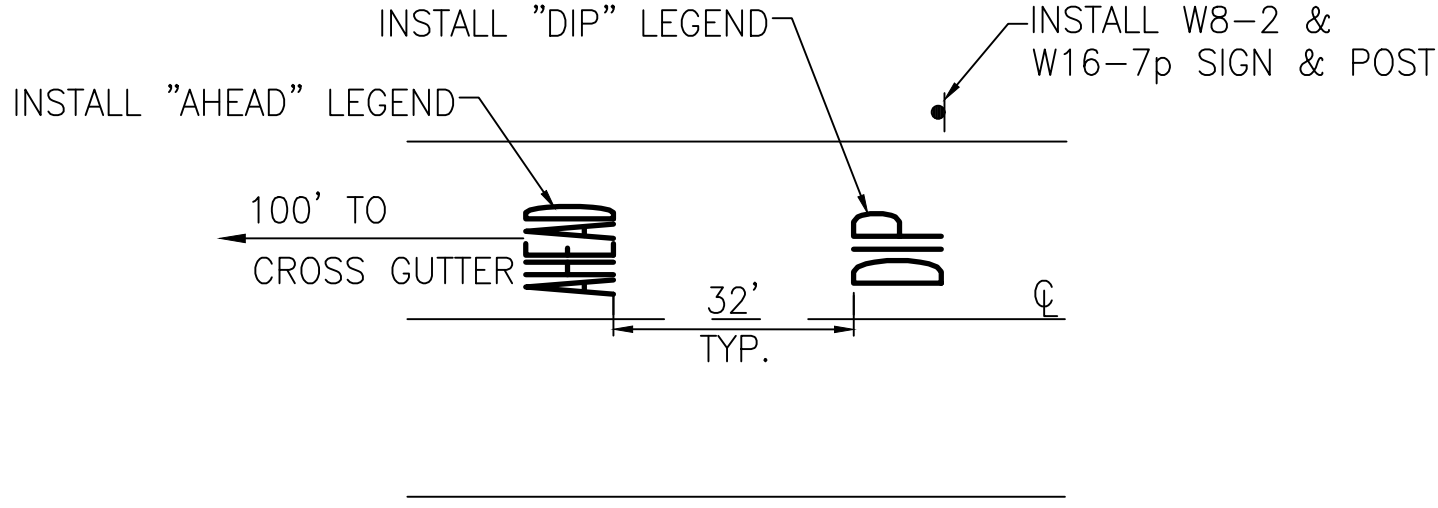
CITY OF LOS ALAMITOS		
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2022-2023		
STRIPING DETAIL SHEET		SHEET 3 OF 10



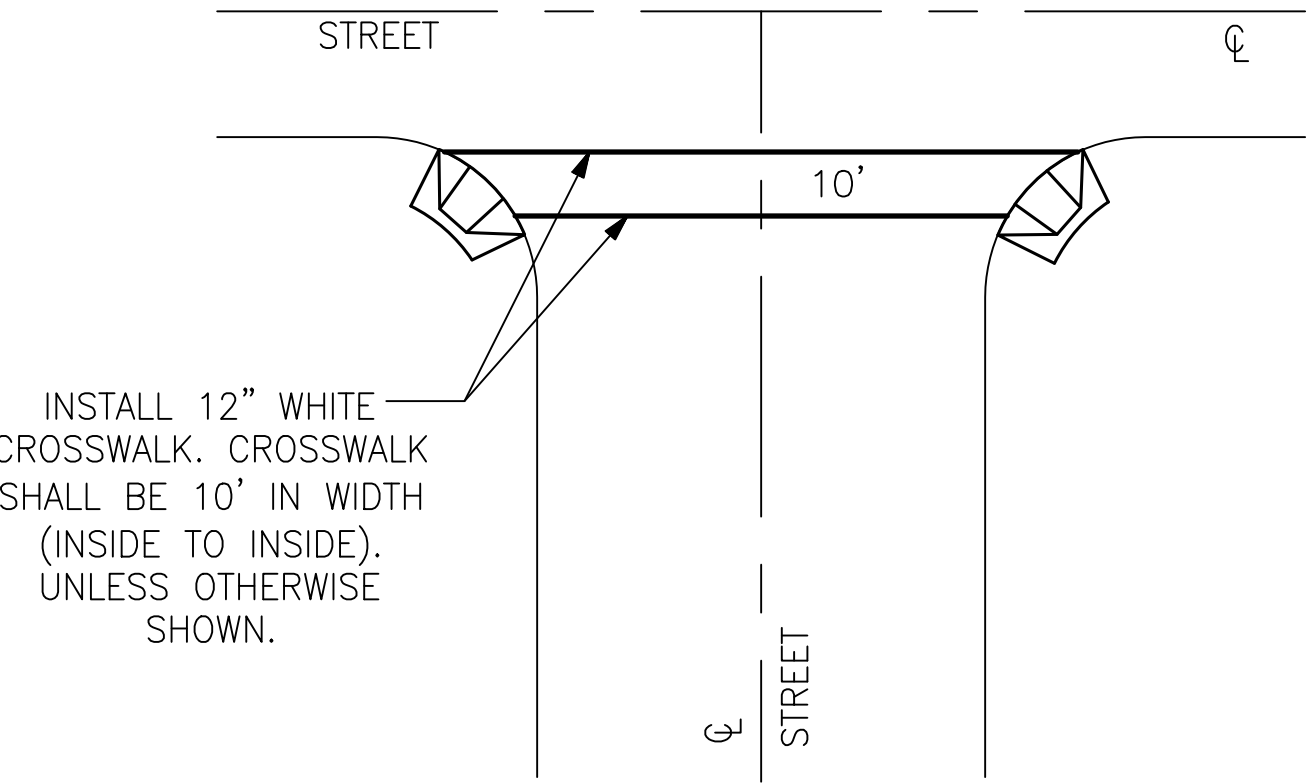
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DETAIL "A"
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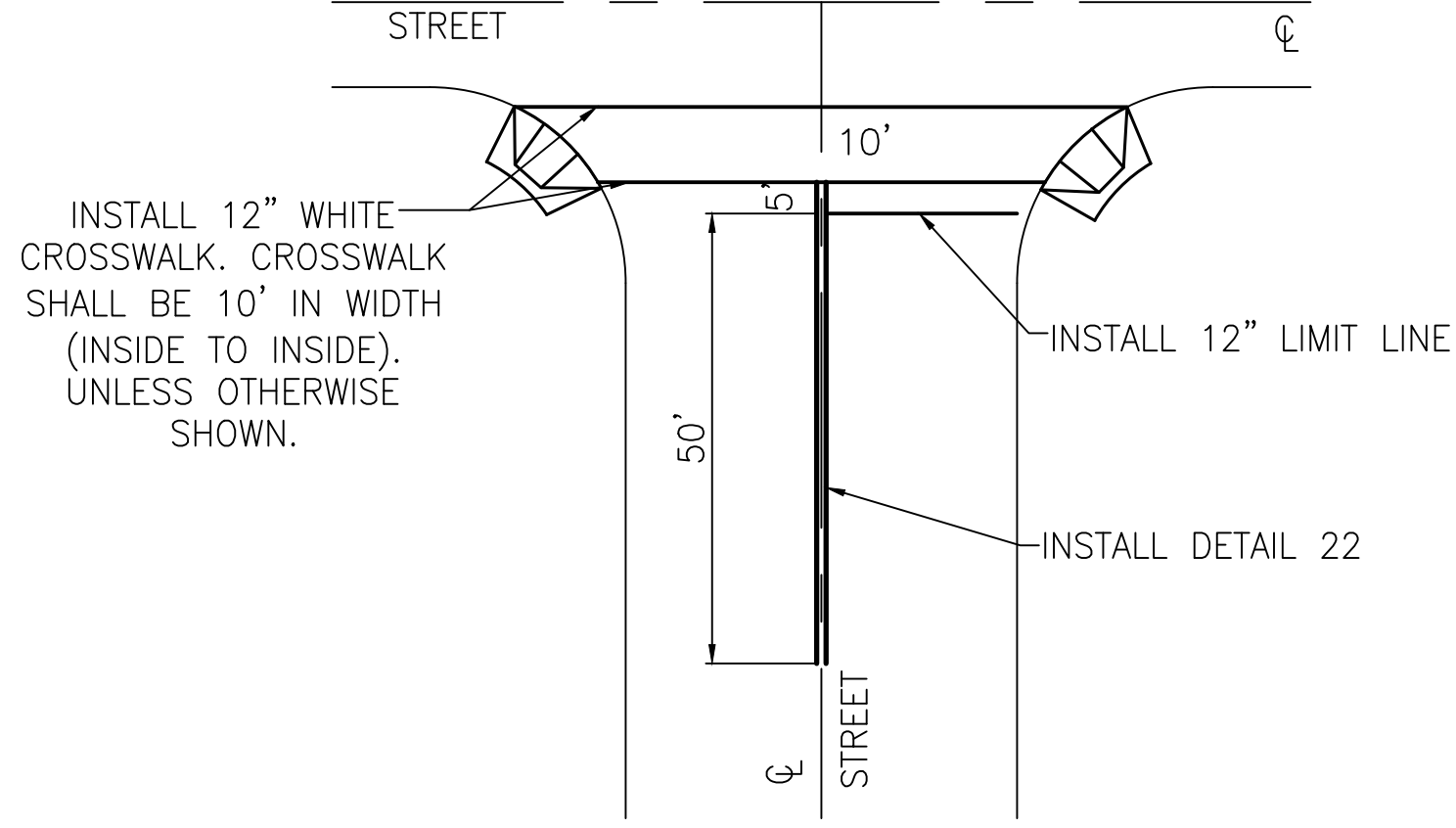
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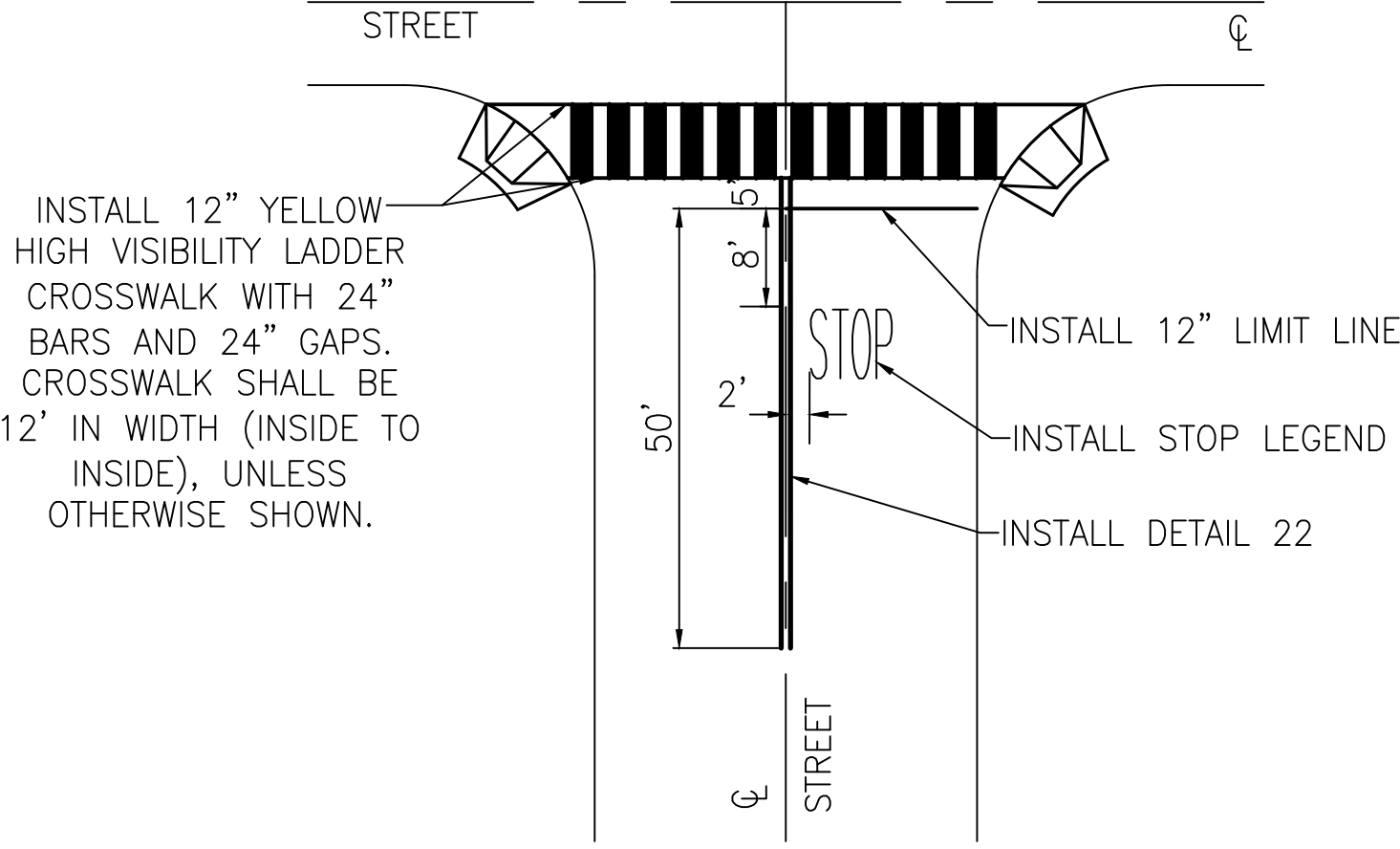
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PAVEMENT LEGEND DETAIL
DETAIL "C"
N.T.S.



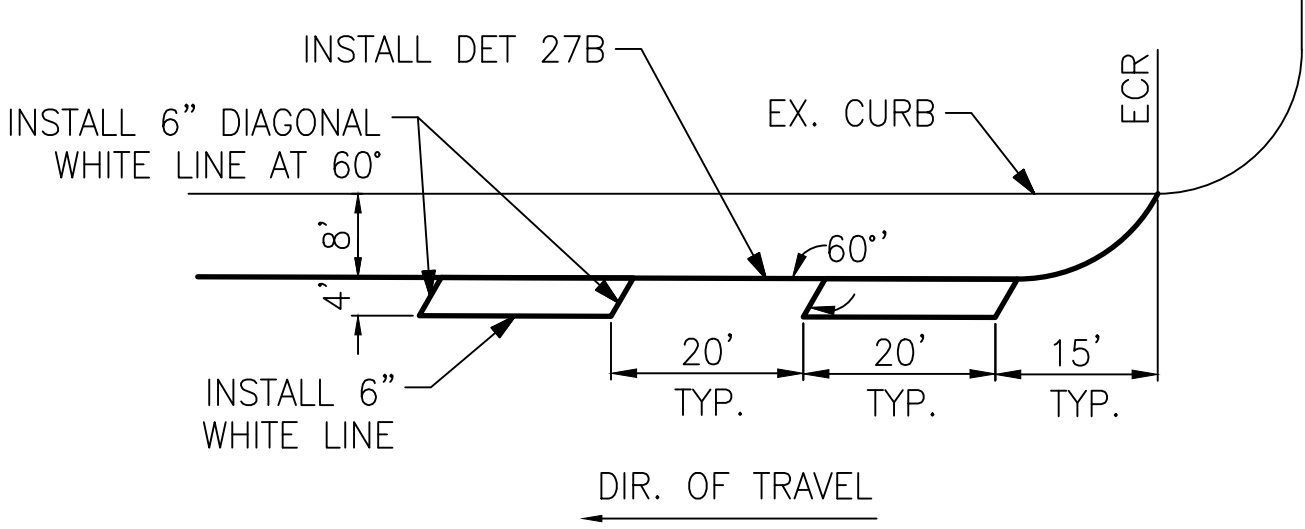
INTERSECTION CROSSWALK DETAIL
DETAIL "D"
N.T.S.



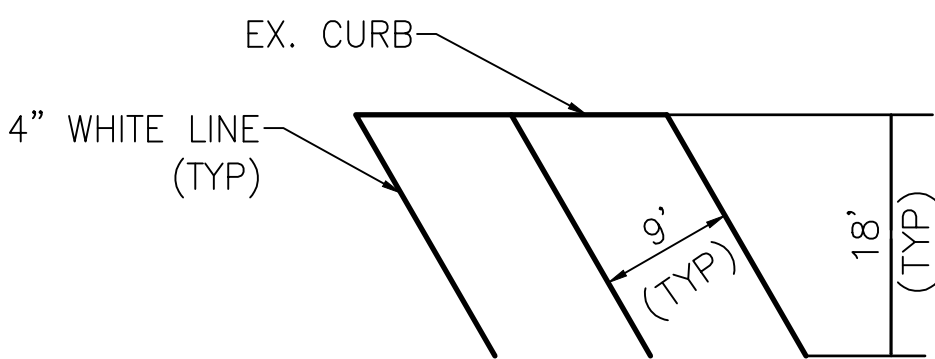
INTERSECTION STRIPING DETAIL
DETAIL "E"
N.T.S.



INTERSECTION STRIPING DETAIL
DETAIL "F"
N.T.S.



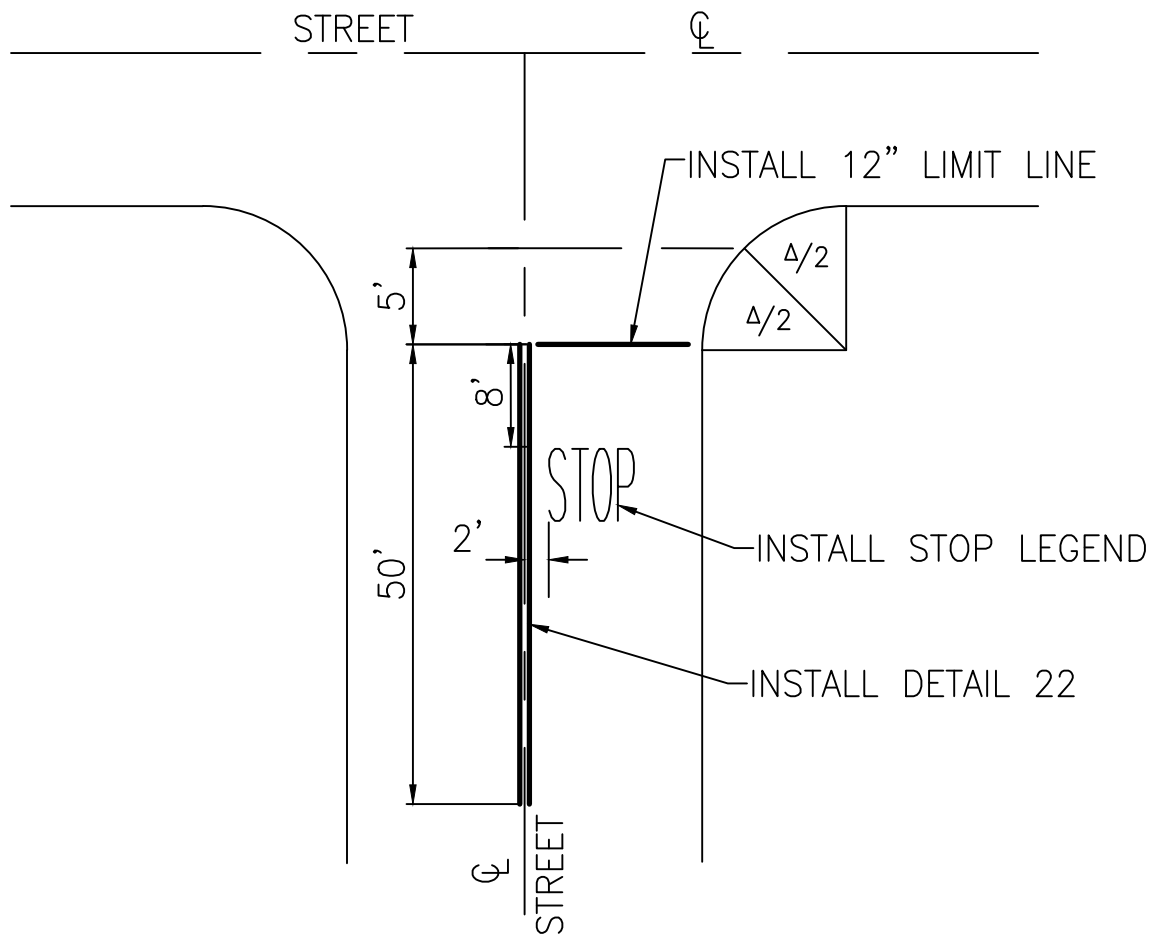
60° ON-STREET PARKING
BUFFER DETAIL
DETAIL "G"
N.T.S.



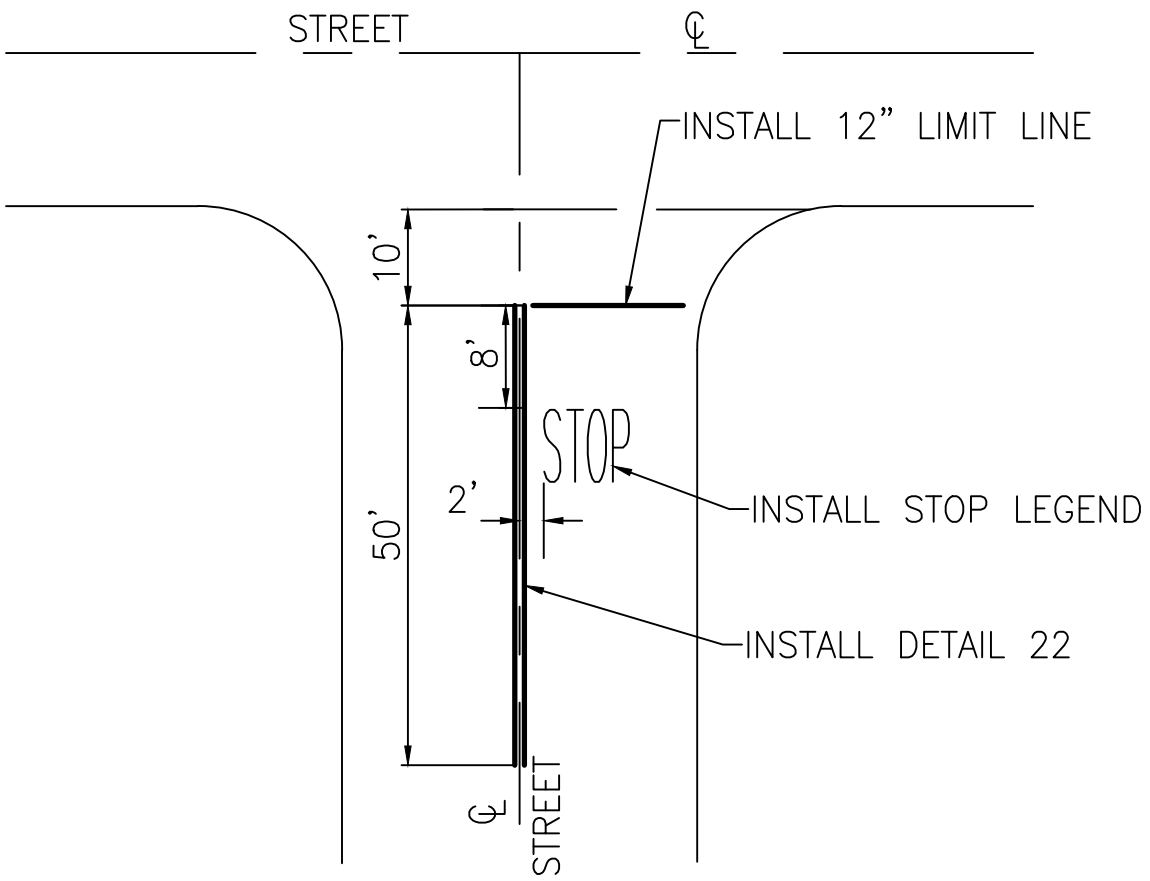
60° PARKING STALL DETAIL
DETAIL "H"
N.T.S.

90% SUBMITTAL – NOT FOR CONSTRUCTION

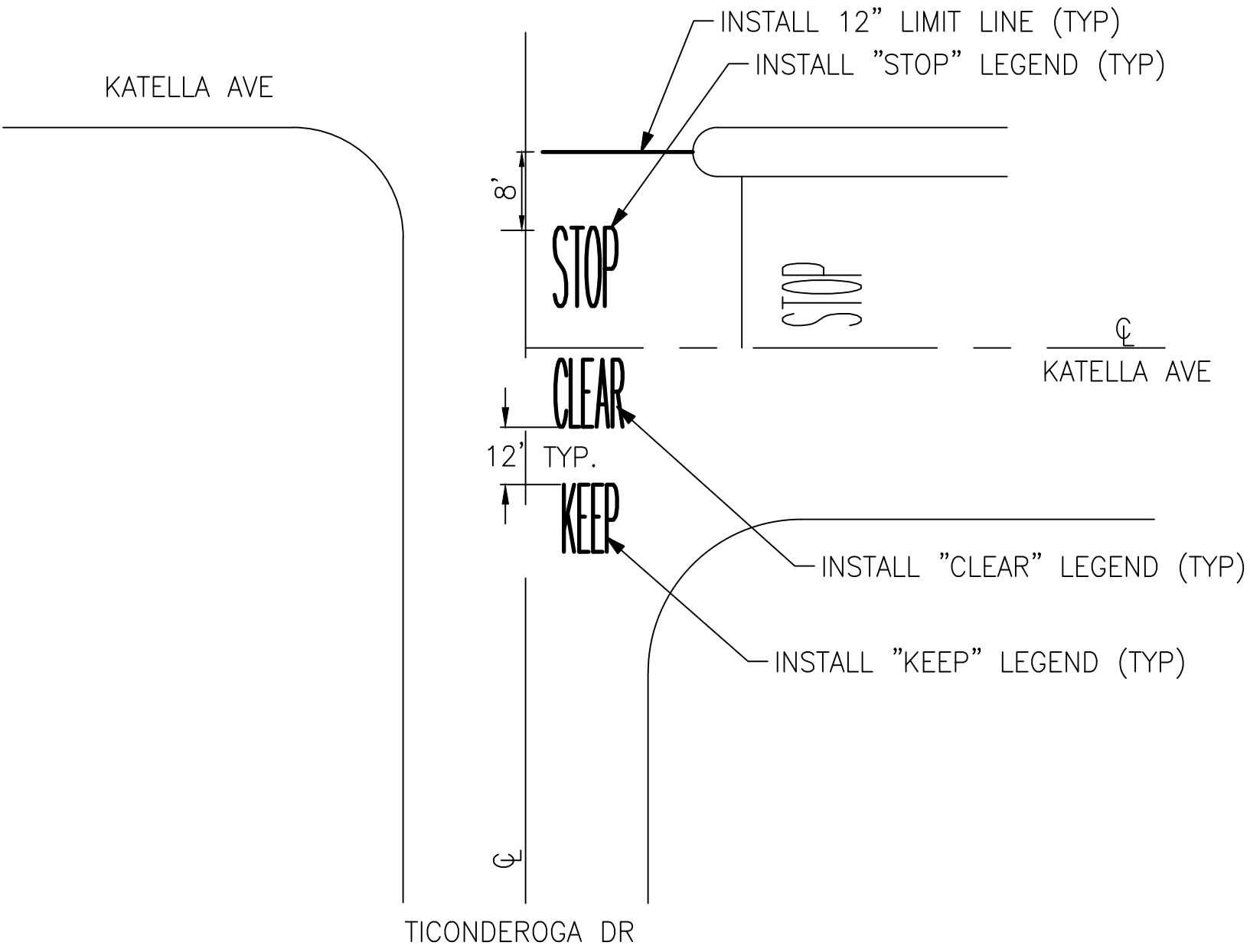
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INTERSECTION STRIPING DETAIL
DETAIL "I"
N.T.S.



INTERSECTION STRIPING DETAIL
DETAIL "J"
N.T.S.

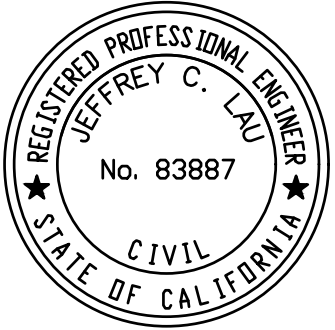


TICONDEROGA DR AT KATELLA AVE
STRIPING DETAIL
(SOUTH LEG)
DETAIL "K"
N.T.S.



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APPV'D	



		DATE
DRAWN BY	MT	11/7/2023
CHECKED BY	MP	11/7/2023
DESIGNED BY	MT	11/7/2023
APPROVED		11/7/2023
City Engineer		Date

CITY OF LOS ALAMITOS	
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2022-2023	
STRIPING DETAIL SHEET	

SHEET 4 OF 10

90% SUBMITTAL -- NOT FOR CONSTRUCTION

FILE: W:\WE-CAL\Los Alamitos, City of\112154 - Los Alamitos Measure Y000-PS&E\901-Plans\PL-ROAD-1.dwg

USER: kevin.smith
DATE: Nov 08, 2023 - 3:27pm



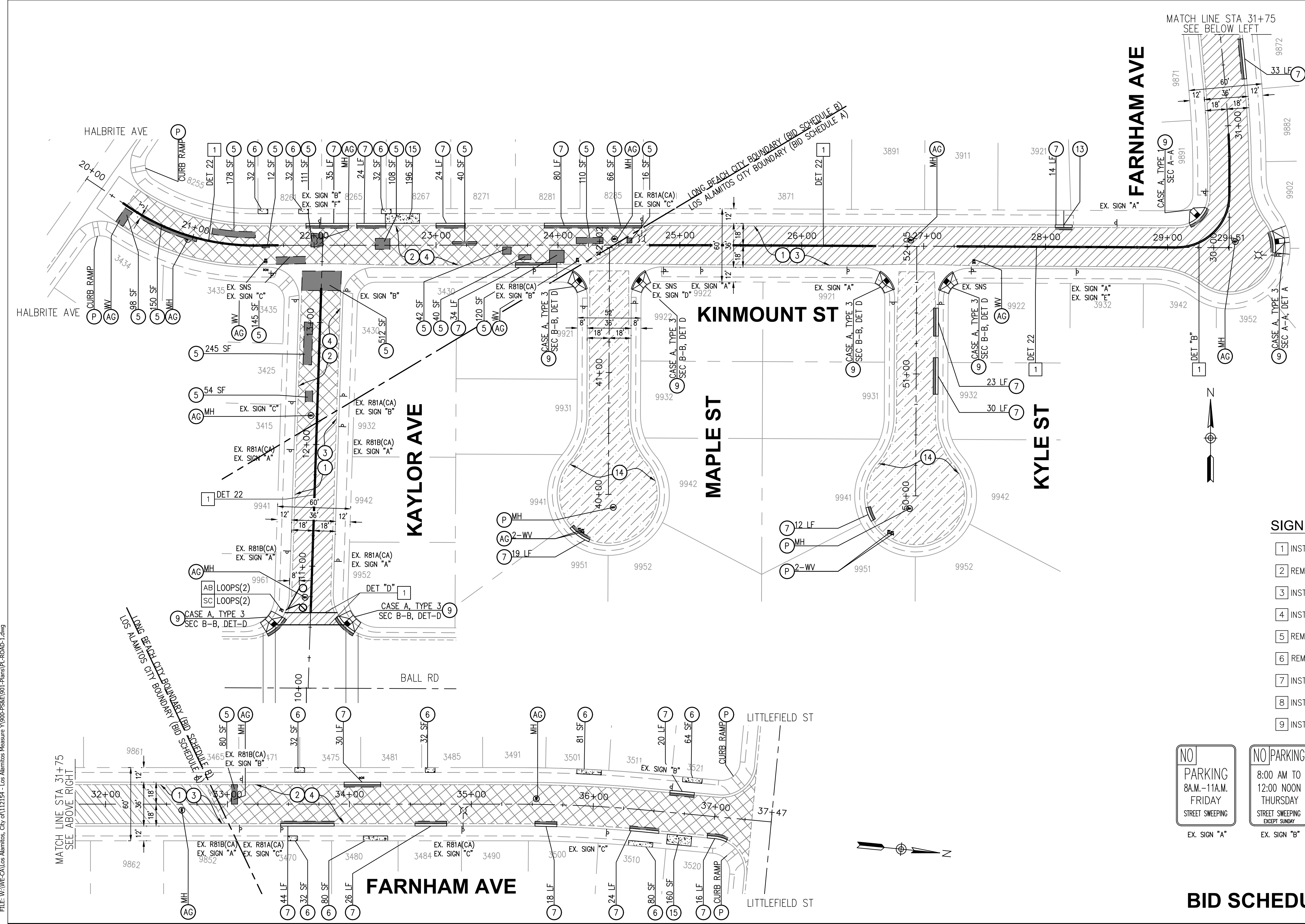
REVISIONS				REFERENCES	
NUMBER	DATE	INITIALS		APP'D	



WILLDAN Engineering		
DRAWN BY	AM,MT	11/8/2023
CHECKED BY	KS	11/8/2023
DESIGNED BY	AM,MT,YC	11/8/2023
APPROVED	11/8/2023	
City Engineer	Date	

DATE	

CITY OF LOS ALAMITOS			
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2022-2023			
KINMOUNT ST HALBRITE AVE TO FARNHAM AVE FARNHAM AVE KINMOUNT ST TO LITTLEFIELD ST	KAYLOR AVE BALL RD TO KINMOUNT ST MAPLE ST SOUTH END TO KINMOUNT ST	KYLE ST SOUTH END TO KINMOUNT ST	SHEET 5 OF 10



- ### CONSTRUCTION NOTES
- COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
 - COLD MILL EXISTING PAVEMENT 2.5-INCH UNIFORM DEPTH
 - CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
 - CONSTRUCT 2.5-INCH THICK ARHM OVERLAY
 - REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
 - REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
 - REMOVE AND CONSTRUCT A2-8 CURB AND GUTTER PER SPPWC STD PLAN 120-3. MATCH EXISTING.
 - REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
 - REMOVE AND CONSTRUCT CURB DRAIN PER SPPWC STD PLAN 150-4
 - SEAL CRACKS OVER .25-INCH WIDE AND CONSTRUCT SLURRY SEAL, TYPE 2
 - REMOVE AND CONSTRUCT RESIDENTIAL DRIVEWAY PER SPPWC STD PLAN 110-2. MATCH EXISTING TYPE.
 - ADJUST TO GRADE (ITEM AS NOTED)
 - PROTECT IN PLACE

- ### LEGEND
- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
 - COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
 - COLD MILL 2.5-INCH AC PAVEMENT AND OVERLAY 2.5-INCH ARHM
 - PCC IMPROVEMENTS
 - SLURRY SEAL

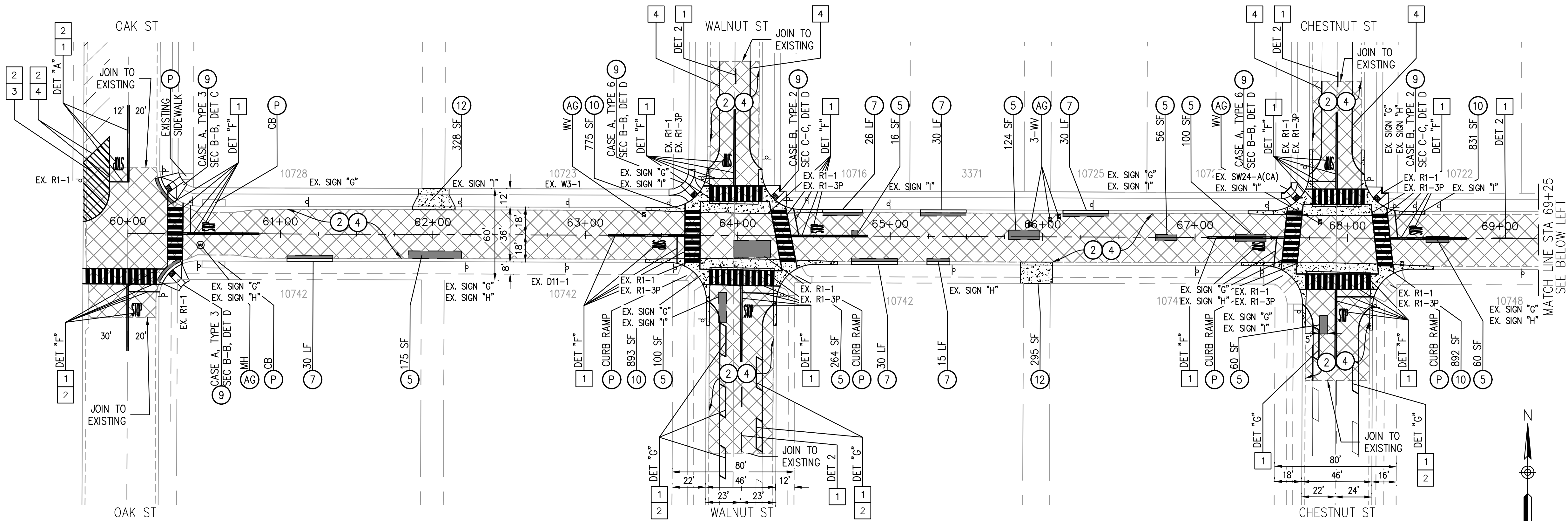
- ### SIGNING AND STRIPING CONSTRUCTION NOTES:
- INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
 - REMOVE CONFLICTING STRIPING.
 - INSTALL 6" DIAGONAL WHITE LINE AT 45°, 5' O.C.
 - INSTALL 6" WHITE LINE AS SHOWN, UNLESS OTHERWISE NOTED.
 - REMOVE SIGN(S) AS NOTED.
 - REMOVE SIGN(S) AND POST AS NOTED.
 - INSTALL SIGN(S) AS NOTED.
 - INSTALL SIGN(S) AND POST AS NOTED.
 - INSTALL 12" THERMOPLASTIC WHITE LIMIT LINE.



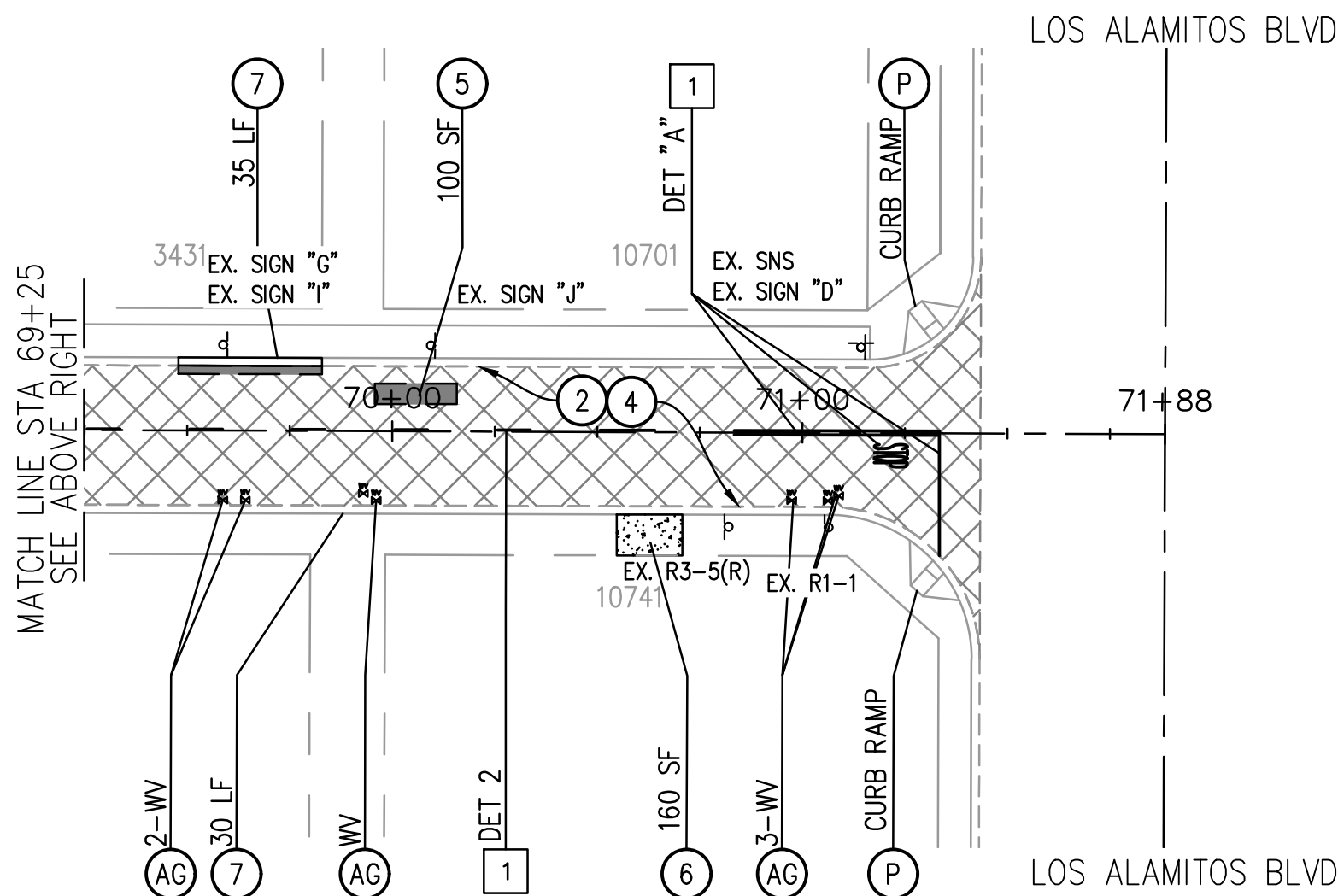
BID SCHEDULE A/B
HORIZ 1"=40'
SCALE 40 20 0 40 80 FEET

FILE: W:\WE-CAL\Los Alamitos, City of\112154 - Los Alamitos Measure Y000-PSE\901-Plans\PL-ROAD-2.dwg

USER: kevin.smith
DATE: Nov 08, 2023 - 3:28pm



CATALINA ST



CATALINA ST

CONSTRUCTION NOTES

- 1 COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- 2 COLD MILL EXISTING PAVEMENT 2.5-INCH UNIFORM DEPTH
- 3 CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- 4 CONSTRUCT 2.5-INCH THICK ARHM OVERLAY
- 5 REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- 6 REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- 7 REMOVE AND CONSTRUCT A2-8 CURB AND GUTTER PER SPPWC STD PLAN 120-3. MATCH EXISTING.
- 9 REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- 10 REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3
- 12 REMOVE AND CONSTRUCT ALLEY APPROACH PER SPPWC STD PLAN 130-3
- AG ADJUST TO GRADE (ITEM AS NOTED)
- P PROTECT IN PLACE

LEGEND

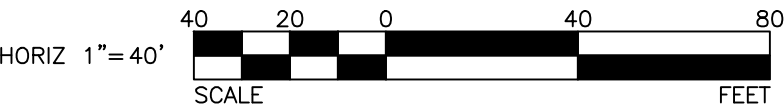
- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 2.5-INCH AC PAVEMENT AND OVERLAY 2.5-INCH ARHM
- PCC IMPROVEMENTS

SIGNING AND STRIPING CONSTRUCTION NOTES:

- 1 INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- 2 REMOVE CONFLICTING STRIPING.
- 3 INSTALL 6" DIAGONAL WHITE LINE AT 45°, 5' O.C.
- 4 INSTALL 6" WHITE LINE AS SHOWN, UNLESS OTHERWISE NOTED.
- 5 REMOVE SIGN(S) AS NOTED.
- 6 REMOVE SIGN(S) AND POST AS NOTED.
- 7 INSTALL SIGN(S) AS NOTED.
- 8 INSTALL SIGN(S) AND POST AS NOTED.
- 9 INSTALL 12" THERMOPLASTIC WHITE LIMIT LINE.



BID SCHEDULE A



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES

APP'D



DRAWN BY	AM,MT	11/7/2023
CHECKED BY	KS	11/7/2023
DESIGNED BY	AM,MT,YC	11/7/2023
APPROVED	11/7/2023	Date
City Engineer		

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2022-2023

CATALINA ST
FROM OAK ST TO LOS ALAMITOS BLVD

SHEET 6 OF 10

SIGNING AND STRIPING CONSTRUCTION NOTES:

- 1
- INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- 2
- REMOVE CONFLICTING STRIPING.
- 3
- INSTALL 6" DIAGONAL WHITE LINE AT 45°; 5' O.C.
- 4
- INSTALL 6" WHITE LINE AS SHOWN, UNLESS OTHERWISE NOTED.
- 5
- REMOVE SIGN(S) AS NOTED.
- 6
- REMOVE SIGN(S) AND POST AS NOTED.
- 7
- INSTALL SIGN(S) AS NOTED.
- 8
- INSTALL SIGN(S) AND POST AS NOTED.
- 9
- INSTALL 12" THERMOPLASTIC WHITE LIMIT LINE.

CONSTRUCTION NOTES

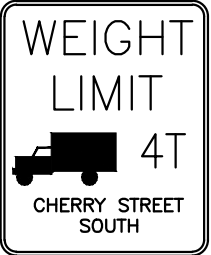
- 1
- COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- 3
- CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- 5
- REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- 6
- REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- 9
- REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- 11
- REMOVE AND CONSTRUCT LONGITUDINAL GUTTER PER SPPWC STD PLAN NO. 122-3
- AG
- ADJUST TO GRADE (ITEM AS NOTED)
- P
- PROTECT IN PLACE

LEGEND

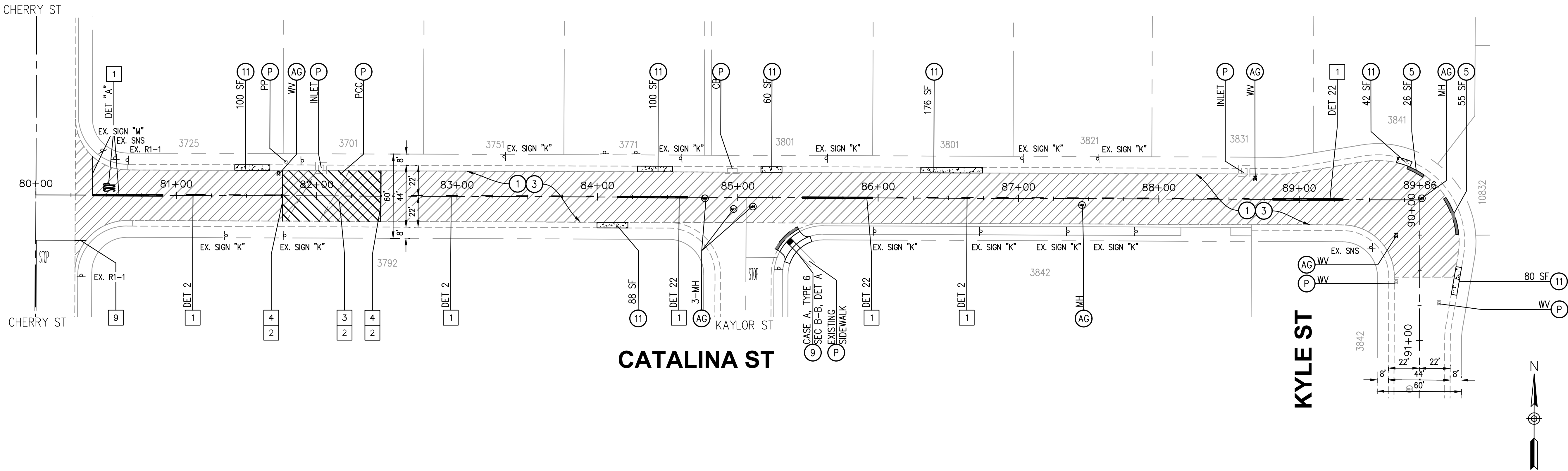
- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS



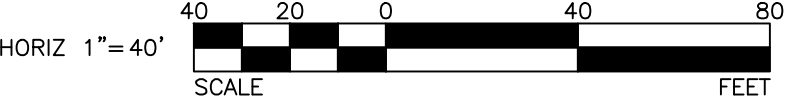
EX. SIGN "K"

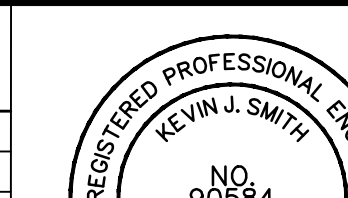


EX. SIGN "M"



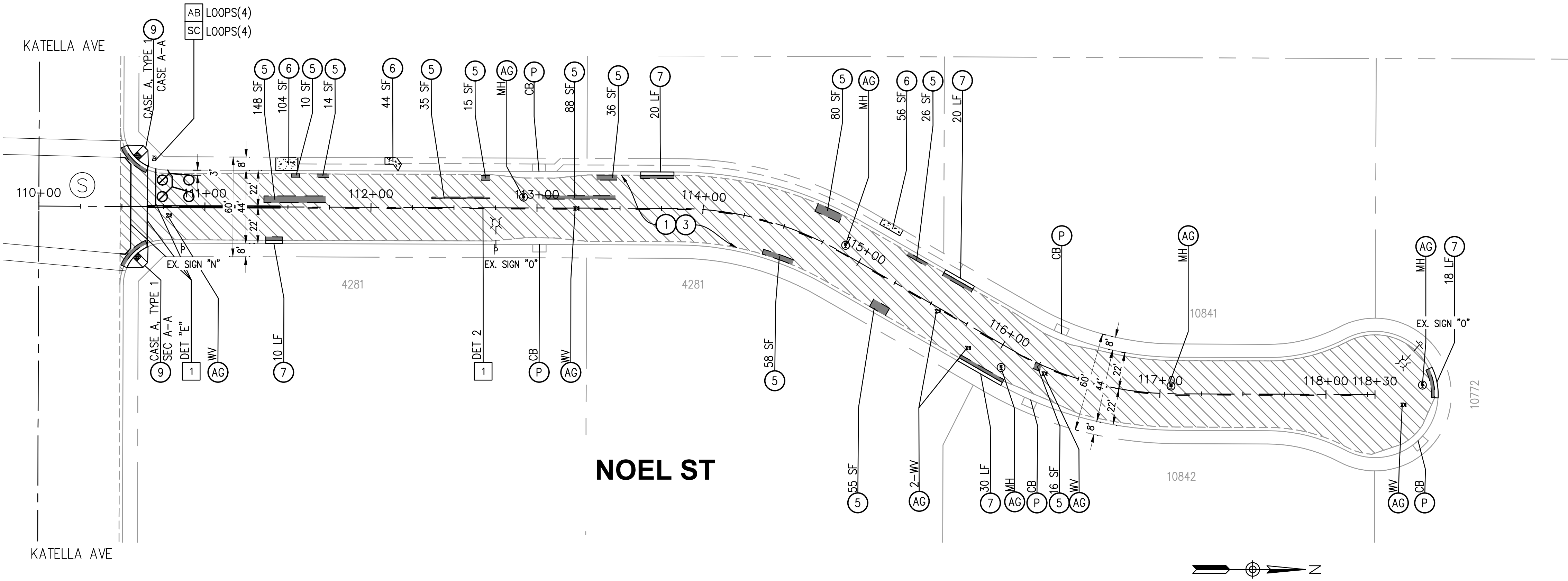
BID SCHEDULE A



	REVISIONS				REFERENCES						DATE		CITY OF LOS ALAMITOS	STREET IMPROVEMENTS ON VARIOUS STREETS FY 2022-2023	CATALINA ST FROM CHERRY ST TO KYLE ST	SHEET 7 OF 10		
	NUMBER	DATE	INITIALS		APPV'D						DRAWN BY	AM,MT					11/7/2023	
											CHECKED BY	KS					11/7/2023	
											DESIGNED BY	AM,MT,YC					11/7/2023	
											APPROVED	11/7/2023						
											City Engineer	Date						

FILE: W:\WE-CALos Alamitos, City of\112154 - Los Alamitos Measure Y000-PSE\901-Plans\PL-ROAD-4.dwg

USER: kevin.smith
DATE: Nov 08, 2023 - 3:31pm



CONSTRUCTION NOTES

- 1 COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- 3 CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- 5 REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- 6 REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- 7 REMOVE AND CONSTRUCT A2-8 CURB AND GUTTER PER SPPWC STD PLAN 120-3. MATCH EXISTING.
- 9 REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- AG ADJUST TO GRADE (ITEM AS NOTED)
- P PROTECT IN PLACE

LEGEND

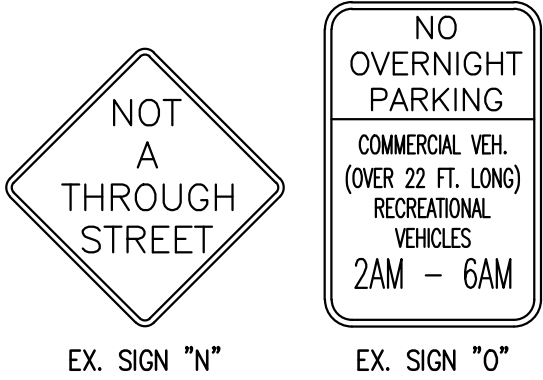
- [Solid Grey Box] REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- [Hatched Box] COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- [Box with 'd' and 'a' labels] PCC IMPROVEMENTS

LEGEND

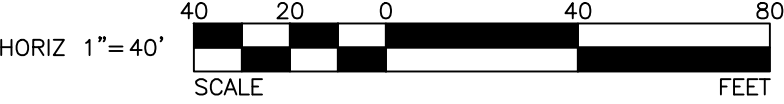
- [Circle with 'S'] SIGNALIZED INTERSECTION

SIGNING AND STRIPING CONSTRUCTION NOTES:

- 1 INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- 2 REMOVE CONFLICTING STRIPING.
- 3 INSTALL 6" DIAGONAL WHITE LINE AT 45°, 5' O.C.
- 4 INSTALL 6" WHITE LINE AS SHOWN, UNLESS OTHERWISE NOTED.
- 5 REMOVE SIGN(S) AS NOTED.
- 6 REMOVE SIGN(S) AND POST AS NOTED.
- 7 INSTALL SIGN(S) AS NOTED.
- 8 INSTALL SIGN(S) AND POST AS NOTED.
- 9 INSTALL 12" THERMOPLASTIC WHITE LIMIT LINE.



BID SCHEDULE C



REVISIONS				REFERENCES		DATE	CITY OF LOS ALAMITOS	STREET IMPROVEMENTS ON VARIOUS STREETS FY 2022-2023	SHEET 8 OF 10
NUMBER	DATE	INITIALS		APP'D					



DRAWN BY	AM,MT	11/7/2023
CHECKED BY	KS	11/7/2023
DESIGNED BY	AM,MT,YC	11/7/2023
APPROVED	11/7/2023	
City Engineer	Date	

LUNAR DR

OLYMPIC DR

GLACIER CIR

VICKSBURG CIR

CARLSBAD CIR

SATELLITE DR

RAINIER CIR

INTERIOR CIR

LUNAR DR

CONSTRUCTION NOTES

- 1 COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- 3 CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- 5 REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- 7 REMOVE AND CONSTRUCT A2-8 CURB AND GUTTER PER SPPWC STD PLAN 120-3. MATCH EXISTING.
- 8 REMOVE AND CONSTRUCT A1-6 CURB PER SPPWC STD PLAN 120-3. MATCH EXISTING.
- 13 REMOVE AND CONSTRUCT CURB DRAIN PER SPPWC STD PLAN 150-4
- AG ADJUST TO GRADE (ITEM AS NOTED)

LEGEND

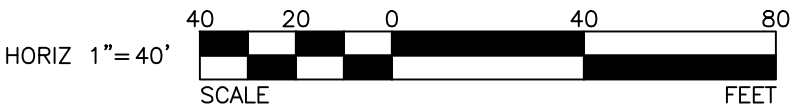
- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

SIGNING AND STRIPING CONSTRUCTION NOTES:

- 1 INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
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- 6 REMOVE SIGN(S) AND POST AS NOTED.
- 7 INSTALL SIGN(S) AS NOTED.
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- 9 INSTALL 12" THERMOPLASTIC WHITE LIMIT LINE.



BID SCHEDULE A



REVISIONS

REFERENCES



DRAWN BY	AM,MT	11/7/2023
CHECKED BY	KS	11/7/2023
DESIGNED BY	AM,MT,YC	11/7/2023
APPROVED	City Engineer	11/7/2023

CITY OF LOS ALAMITOS

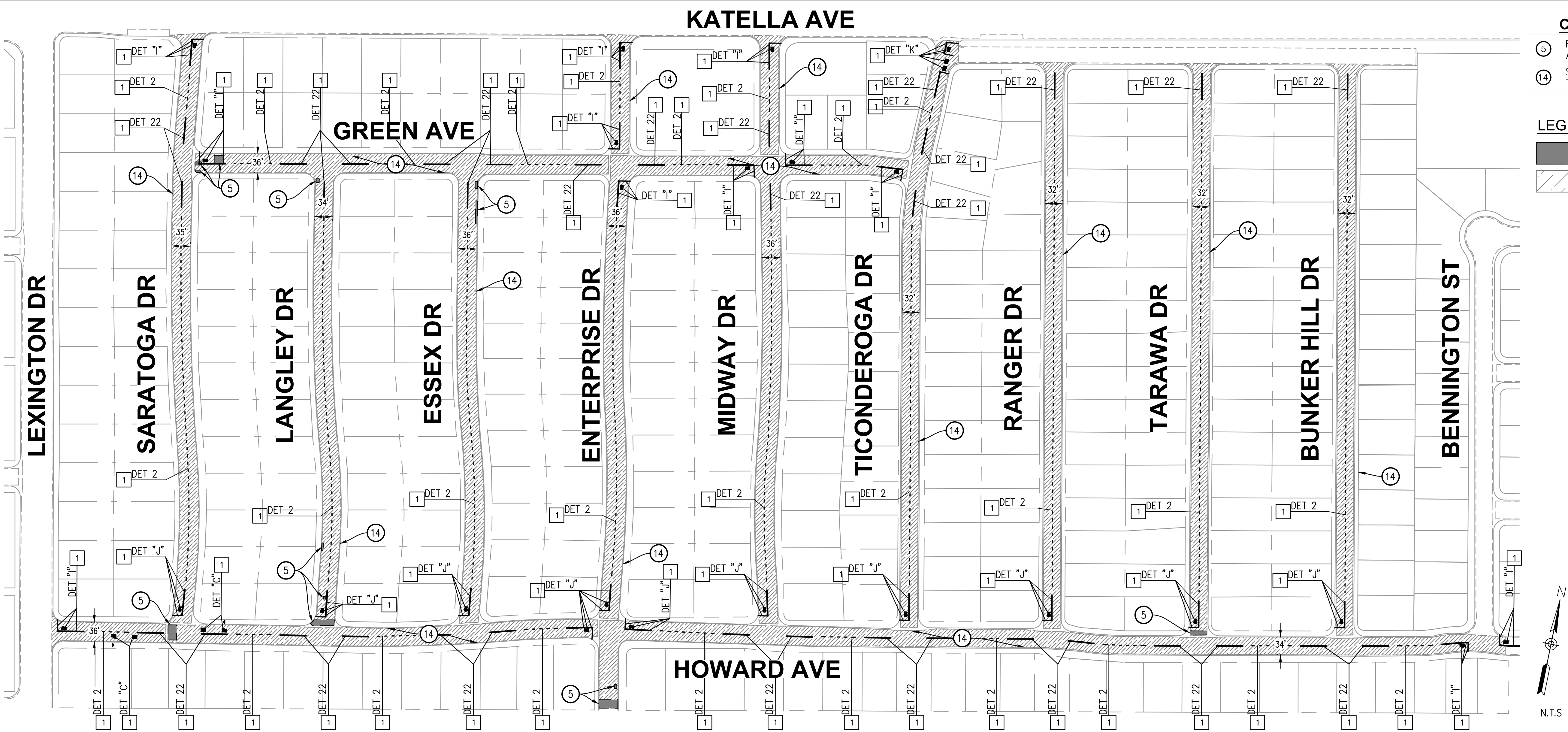
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2022-2023	GLACIER CIRCLE	CARLSBAD CIRCLE	RAINIER CIRCLE
FROM SOUTH END TO OLYMPIC DR	FROM WEST END TO SATELLITE DR	FROM NORTH END TO LUNAR DR	
FROM SOUTH END TO OLYMPIC DR	FROM NORTH END TO LUNAR DR	FROM EAST END TO LUNAR DR	

SHEET 9 OF 10



FILE: W:\WE-CA\Los Alamitos, City of\112154 - Los Alamitos Measure Y000-PSE\901-Plans\PL-ROAD-5.dwg

USER: kevin.smith
DATE: Nov 08, 2023 - 3:33pm



CONSTRUCTION NOTES

5

REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT

14

SEAL CRACKS OVER .25-INCH WIDE AND CONSTRUCT SLURRY SEAL, TYPE 2

LEGEND

REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT

SLURRY SEAL

SIGNING AND STRIPING CONSTRUCTION NOTES:

1

INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.

2

REMOVE CONFLICTING STRIPING.

STREET	FROM	TO	LENGTH FT	SLURRY AREA SF	AC AREA SF
Saratoga Drive	Katella Avenue	Howard Avenue	1130	39550	-
Langley Drive	Green Avenue	Howard Avenue	900	30600	569
Essex Drive	Green Avenue	Howard Avenue	860	30960	210
Enterprise Drive	Katella Avenue	South End	1220	43920	620
Midway Drive	Katella Avenue	Howard Avenue	1100	39600	-
Ticonderoga Drive	Katella Avenue	Howard Avenue	1150	36800	-
Ranger Drive	Katella Avenue	Howard Avenue	1090	34880	-
Tarawa Drive	Katella Avenue	Howard Avenue	1100	35200	255
Bunker Hill Drive	Katella Avenue	Howard Avenue	1100	35200	-
Green Avenue	Saratoga Drive	Ticonderoga Drive	1380	49680	375
Howard Avenue	Lexington Drive	Bennington Street	2720	97920	475

BID SCHEDULE A

811

Know what's below.
Call before you dig.

REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

APP'D

REGISTERED PROFESSIONAL ENGINEER
KEVIN J. SMITH
NO. 90584
CIVIL
STATE OF CALIFORNIA

WILLDAN Engineering

5401 East Katella Ave., Suite 400, Anaheim, California 92805
714/978-8200 Fax 714/978-8289

DRAWN BY	AM,MT	11/7/2023
CHECKED BY	KS	11/7/2023
DESIGNED BY	AM,MT,YC	11/7/2023

APPROVED

11/7/2023

City Engineer

Date

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2022-2023

SLURRY SEAL MAP
ON VARIOUS STREETS

SHEET 10 OF 10

Page 284 of 608

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

ITEM NUMBER: 10F

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

**Subject: Approval of Plans and Specifications and Authorization to Bid for
Sterns Park Rehab Project (CIP No. 23/24-04)**

SUMMARY

This item facilitates the solicitation of bids for the sub-contractual demolition and construction services for the Sterns Park Rehab Project at 3871 Farquhar Avenue (CIP No. 23/24-04).

RECOMMENDATION

1. Approve the solicitation for Request for Proposals (RFP) of plans and specifications and authorization to bid for Sterns Park Rehab Project (CIP No. 23/24-04); and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

Sterns Park is a neighborhood park located at 3871 Farquhar Avenue. Approximately 16,500 square feet (0.38 acres), Sterns Park was last refurbished in June 1997. Parks and playgrounds are essential to establishing and maintaining the quality of life in the community, ensuring the health of families and young people, and contributing to economic and environmental well-being. Sterns Park will become an all-inclusive park for everyone to enjoy.

After the City Council recently approved the use of a cooperative purchasing agreement for the playground and exercise equipment, the next phase of this project is to solicit approval of plans and specifications and authorization to bid for the Construction Services for the Sterns Park Rehab Project (CIP No. 23/24-04). This will include demolition and construction, which will provide subcontracted vendors with the opportunity to bid for the services.

DISCUSSION

The following is an estimated timeline for the completion of the Sterns Park Rehab Project (CIP No. 23/24-04). The timeline is subject to change based on the contingency of project progression and equipment delivery.

Sterns Park

Project Schedule

Scope of Work	Time											
Description	Oct 23'	Nov 23'	Dec 23'	Jan 24'	Feb 24'	Mar 24'	Apr 24'	May 24'	Jun 24'	Jul 24'	Aug 24'	Sep 24'
Construction Documents												
City Council Approves Purchase of Equipment												
Equipment Ordered via Omnia												
Construction Plans Approved 11-30-23												
Project Bids												
Award of Contract City Council 1-15-24												
Construction Begins												
Contractor Receives Play Equipment												
Project Construction 80 Working Days, Completion June 24'												

FISCAL IMPACT

The total funding for the Sterns Park Rehab Project is \$1,650,000. Funding for this project is included in the 2022-2023 adopted budget and includes funds as shown below:

CDBG - \$350,000

General Fund - \$1,300,000

- Attachment:
1. CIP 23-24-04 Sterns Park Rehab Project - RFP
 2. CIP 23-24-04 Sterns Park -Technical Specifications
 3. CIP 23-24-04 Sterns Park Bid Set Plans
 4. CIP 23-24-04 Sterns Park -Structural Calculations

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR
AVENUE
CIP 23/24-04**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

DECEMBER 2023

NOTICE TO THE BIDDERS:

1. Bids will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Bid bond required – 10% of bid amount to be submitted to the City Clerk's Office.
3. **Bids must be received by 11:00 a.m. on the 22nd day of January 2024**

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

Hirsch and Associates
2221 East Winston Road, Suite A
Anaheim, Ca 92806
(714) 776-4340 extension 104

FOR THE CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

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STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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INSTRUCTIONS TO BIDDERS	B
PROPOSAL INFORMATION AND DOCUMENTS.....	C
CONTRACT INFORMATION AND DOCUMENTS	D
STANDARD SPECIFICATIONS	E
SPECIAL PROVISIONS	F
RECYCLING OF MATERIALS	G
DEMOLITION AND IMPROVEMENTS PLANS.....	APPENDIX A

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SECTION A

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING BIDS

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NOTICE INVITING BIDS

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites electronic bids for the above stated project. Bids will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>). A bid received after the time set for the bid opening shall not be considered. Bidders are required to submit (upload) all items listed in SECTION C including acknowledgement of all addendums.

Bids will be received up to the hour of **11:00 a.m., on the 22nd day of January 2024** and will be opened virtually at that time. If you would like to attend the bid opening, it will be accessible through Teams Meet using Meeting ID 217 375 701 928 and Passcode U7t336

The City of Los Alamitos proposes to rehab Sterns Park located at 3871 Farquhar Avenue, install chain link fence with slats, site grading, and placement of ¾" pea gravel.

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A or Class C-21 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 must be submitted electronically on BidNet Direct (BidNet) , accessible through the Agency's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the Agency's BidNet portal. Contract documents, plans, and specifications will be available for review on BidNet. All relevant materials shall be obtained from the link above. The Agency' is not responsible for and accepts no liability in the event a response is late due to any network, internet or any other technical problem or interruption. The bidder is solely responsible for "on time" submission of their electronic bid. The Agency will only consider bids that have been transmitted successfully and have been issued an e-bid confirmation number. Bidders experiencing any technical difficulties with the bid submission process may contact BidNet at (800)835-4603.

A bid guarantee in the amount of 10% of the total must be submitted to the City Clerk prior to the bid

submission deadline. ORIGINAL SEALED COPY OF BIDDER'S BOND MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE, ATTN. WINDMERA QUINTANAR, 3191 KATELLA AVENUE, LOS ALAMITOS, CA 90720. SEALED ENVELOPE BEARING THE BID BOND SHOULD BE CLEARLY MARKED "CIP 23/24-04 STERNS PARK REHAB PROJECT." The bid bond shall be ten percent (10%) of the bid in the following form: (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. Bidder may upload electronic bond that meets Agency requirements. 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.

Questions or Requests for Information (RFIs) or interpretations are due ten (10) days before the time announced for the opening of the bids and shall be submitted on the BidNet portal. If you have any questions, please contact *Irving Montenegro, Jr.* at (562) 431-3538 extension 300 or via email imontenegro@cityoflosalamitos.org.

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

SECTION B

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

STERNS PARK REHAB PROJECT AT 3871 FARQUHAR AVENUE SPECIFICATION NO. CIP 23/24-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute said work to completion before the expiration **120 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Irving Montenegro, Jr., City of Los Alamitos, (562) 431-3538, extension 300.

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.

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 guaranteed 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 is within the Agency's budget limits and constraints.

B1.23 SB 854

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION C

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

BID PROPOSAL

BID SCHEDULE

BID BOND

BID GUARANTEE

NON-COLLUSION AFFIDAVIT

BIDDER INFORMATION

EXPERIENCE STATEMENT

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

BID PROPOSAL

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

BID SCHEDULE

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE A					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization and SWPPP Maintenance	1	Lump Sum	\$	\$
2	Site Demolition	1	Lump Sum	\$	\$
3	4" Thick Grey Concrete	5795	Square Feet	\$	\$
4	Masonry Seat Wall and Precast Cap	134	Linear Feet	\$	\$
5	Play Area Curb 18"-24" high	260	Linear Feet	\$	\$
6	12" Wide Concrete Curb	210	Linear Feet	\$	\$
7	Curb Ramp	1	Lump Sum	\$	\$
8	42" High Steel Fence and Footings	210	Linear Feet	\$	\$
9	1" PVC Water Line, Backflow Preventer	1	Lump Sum	\$	\$
10	Site Furnishings including Bike Rack, Trash Receptacles, Picnic Tables, Drinking Fountain, Benches	1	Lump Sum	\$	\$
11	Installation of City provided Play Equipment	1	Lump Sum	\$	\$
12	Play Area Rubber Surfacing and Base Layer	3535	Square Feet	\$	\$
13	Install City provided Exercise Equipment	1	Lump Sum		
14	Provide and Install 16'x24' Shade Shelter	1	Lump Sum		
15	Salvage and Relocate Existing Boulders	1	Lump Sum		
16	Salvage existing bronze plaque, provide new bronze plaque, construction concrete pedestal and mount plaques	1	Lump Sum		
17	Irrigation System	1	Lump Sum		

18	Landscaping	1	Lump Sum		
19	New SCE Service and Site Electrical	1	Lump Sum		
20	Solar Lighting and Footings	1	Lump Sum		
21	Any order of work required to construct the project per project plans in entirety not specifically identified within this bid schedule	1	Lump Sum		
Total					

BID SCHEDULE (Continued)

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE B					
ADDITIVE					
ALTERNATE 1					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Rubber Surface at Exercise Area	1404	Square Feet	\$	\$
				\$	\$

Bid Schedule A Total \$ _____

Bid Schedule A Total (in words): _____

Bid Schedule B Total \$ _____

Bid Schedule B Total (in words): _____

Bid Schedule A & B Total \$ _____

Bid Schedule A & B Total (in words): _____

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

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

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

(Company Name of Bidder)

(Date)

SECTION C – Page 4
PROPOSAL INFORMATION AND DOCUMENT

BID BOND

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ___ day of _____, 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
STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

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

BIDDER INFORMATION

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BIDDER certifies that the following information is true and correct:

Name of Bidder:

.....

Business Address:

.....

Telephone: _____ FAX: _____

E-mail: _____

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

License Expiration Date: _____

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

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

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

Prior Disqualification

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

Violations of Federal or State Law

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

Yes / No: _____ Federal / State: _____

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

Have the penalties been paid? Yes / No: _____

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

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

.....

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

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2023/24, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

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

Description: _____

Subject to Federal Labor Standards: Yes No

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

Authorized Representative Signature and Title

**DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS
STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

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

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

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT AGREEMENT

PAYMENT BOND

FAITHFUL PERFORMANCE BOND

MAINTENANCE BOND

WORKER'S COMPENSATION INSURANCE CERTIFICATE

INSURANCE ENDORSEMENT

STATEMENT REGARDING INSURANCE COVERAGE

STATEMENT REGARDING THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

THIS DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC WORKS BUILDING , SPECIFICATION NO. CIP 23/24-04 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ____ day of ____, 2023 (*City 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 STERNS PARK REHAB PROJECT, SPECIFICATION NO. CIP 23/24-04 shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

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

goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

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

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

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

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

ARTICLE IV: Labor Code

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

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

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed

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

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

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

D. This AGREEMENT is further subject to 8-hour workday 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 bind 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 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: Irving Montenegro, Jr.	CONTRACTOR: [INSERT CONTACT]
CITY OF LOS ALAMITOS	CONTRACTOR'S BUSINESS NAME
3191 Katella Avenue	Mailing Street Address
Los Alamitos, CA 90720	City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

A. All reports, documents, or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the

property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

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

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

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

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

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

CONTRACTOR: Contractor's Business Name

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

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

ATTESTED: _____
Windmera Quintanar, MMC, City Clerk _____ Date _____
City of Los Alamitos

APPROVED AS
TO FORM: _____
Michael S. Daudt, City Attorney _____ Date _____
City of Los Alamitos

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

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

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

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

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

Contractor*

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

Surety*

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

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

NOTARY PUBLIC.....

.....(SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND
STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: DEMOLITION OF LOS ALAMITOS TELEVISION PRODUCTION BUILDING / PUBLIC WORKS BUILDING, SPECIFICATION NO. CIP 23/24-04 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract.

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

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

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

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

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

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

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

NOTARY PUBLIC (SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded the 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)

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 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 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 that 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

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

STERNS PARK REHAB PROJECT AT 3871 FARQUHAR AVENUE SPECIFICATION NO. CIP 23/24-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

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

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractor's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E

STERNS PARK REHAB PROJECT AT 3871 FARQUHAR AVENUE SPECIFICATION NO. CIP 23/24-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATIONS

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.

SECTION 1 – GENERAL

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
SCAQMD	South Coast Air Quality Management District

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

Contract Agreement (in duplicate)

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

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

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

2-2 PERMITS

Replace first paragraph with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, SCAQMD, 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.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes “the Project was constructed in conformance with the Contract Documents”. Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

3-5 INSPECTION

Add the following:

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

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

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)

Add the following:

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)

Add the following:

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.

The contractor shall prepare and submit a storm water pollution prevention plan. Full compensation for preparing and implementing SWPPP shall be included in the lump sum cost for Water Pollution Control and no additional compensation will be allowed.

3-12.6.5 PAYMENT

Add the following:

Payment for Water Pollution Control shall be at bid price per lump sum (LS) and shall include full compensation for all tools, material, equipment, labor, and incidentals for doing all work involved in implementation and maintenance of BMPs and SWPPP and no additional compensation will be allowed therefor.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition, thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence

the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

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

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

Add the following subsection to Subsection 3-13:

3-13.3.4 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

Add the following:

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

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

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

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The

Contractor shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

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

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual 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

Replace Subsection 5-4.3 with the following:

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

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

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

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

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

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

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

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

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+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

Add the following:

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

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

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

The Contractor's activities shall be confined to the hours between 8:30 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.

Add the following:

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 to the Contractor.

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

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

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

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

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

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Section 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.

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

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

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

6-10.2 ADMINISTRATIVE REVIEW

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

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

6-10.3 ARBITRATION

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

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

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

6-11 NOTICE OF POTENTIAL CLAIM

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

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

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation.

if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

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

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

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

7-3.3 DELIVERED MATERIALS

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

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

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

Payment for Mobilization shall be paid at the contract price Lump Sum (LS) and shall include 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.

SECTION F

SPECIAL PROVISIONS

**STERNS PARK REHAB PROJECT
AT 3871 FARQUHAR AVENUE
SPECIFICATION NO. CIP 23/24-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PART 2 – CONSTRUCTION MATERIALS

SECTION 206 – MISCELLANEOUS METAL ITEMS

206-6 CHAIN LINK FENCE

ADD THE FOLLOWING SECTION

206-6-3.3 Slats

Slats must be wood or plastic.

Wood slats must be one of the following:

1. Clear redwood
2. Medium-weight wood produced from the species Shorea (Meranti)

Each wood slat must have:

1. Thickness of at least 1/4 inch
2. Width about 2-5/8 inch
3. Length enough to fill the vertical openings of the fabric

Each plastic slat must:

1. Be a HDPE with UV inhibitors
2. Have a flat tubular cross section with:
 - 2.1. Wall thickness of about 0.03 inch
 - 2.2. Depth of about 0.325 inch
 - 2.3. Width of about 2.38 inches
 - 2.4. Length equal to the fence height

The plastic slat material must comply with the requirements shown in the following table:

Plastic Slat Material Requirements

Quality characteristic	Test method	Requirement
Melt index	ASTM D1238	0.24
Density	ASTM D1505	.0951
Low temperature brittleness (°F)	ASTM D746	-76
Tensile strength (psi)	ASTM D638	3,700

PART 3 – CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

Subsection 300-1.1 General of the Standard Specifications is amended by adding thereto the following paragraphs:

Demolition and removal of irrigation equipment, turf, site furnishings, signage, root shaving, redwood header, tree and shrub removal, and such other items not mentioned that are required by the Plans and Specifications, are part of this work in this section.

Prior to demolition, removals, and earthwork, the Contractor shall construct and maintain a temporary 6-foot-high chain-link fence with a minimum of two access gates and perimeter fence to protect the area of improvements during construction period.

All obstructions within project limits shall be removed to a minimum of 12-inches below subgrade.

Soil backfill for holes caused by the removal of the existing structures foundations shall be filled with selected site soils and recompact in 6-inch layers to the density of 95-percent relative compaction.

Tree removal shall include grinding stumps and associated roots to the diameter of the trunk at existing grade and to 3-foot depth below existing grade. Grindings shall be removed from this 3-foot hole. The hole shall then be filled with soil and compacted to 95-percent relative compaction.

All equipment and facilities shown on the Plans to be salvaged, removed and stockpiled, adjusted, and/or relocated shall be measured, marked, and identified in the field.

Contractor shall note the locations, dimensions, and configurations of all existing equipment to be salvaged, and shall clearly mark or tag all equipment to be reused in the field prior to removal to facilitate reassembly; Contractor shall notify Engineer of any damaged or non-salvageable materials prior to commencing any removal or grading operations. Materials found to be damaged after the work commences shall be assumed to be the responsibility of the Contractor. Contractor will not be paid for the replacement or repair of facilities or equipment believed by the Engineer to be damaged after the work commences.

Contractor shall replace designated, unusable existing facilities and equipment, in kind, at the direction of the Engineer.

The application of herbicide to kill turf and weeds, shall be per manufacturers' recommendations, including roots; and the removal and disposal of soil and turf offsite,

and such other items not mentioned that are required by the Plans and Specifications, are part of the work in this section.

All existing turf in the area designated for replacement shall be stripped, removed, and disposed of offsite in a legal manner.

The cleared area shall be ripped to a depth of 12 inches, except in areas of existing tree roots which generally extend to the drip line of the tree canopy. SPECIAL CARE SHALL BE TAKEN TO PROTECT EXISTING TREES TO REMAIN FROM DAMAGE.

300-1.2 Root Pruning and Tree Trimming.

Subsection 300-1.2 Root Pruning and Tree Trimming is amended by adding thereto the following paragraphs:

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the Contractor's employ.

All the root pruning required to place or replace walks, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots 2 inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the City. Any such root removed without the City's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

All trees noted on the drawings for tree pruning shall have crown reduction and crown thinning performed in accordance with standards published by the Western Chapter of the International Society of Arboriculture (ISA). All pruning shall be performed by ISA certified tree workers under direct supervision of an ISA certified arborist. The Contractor shall furnish such credentials to the Engineer prior to commencement of any tree work.

300-1.2.1 Tree Removal and Salvage.

All trees to be removed are considered to the property of the Contractor. Trees to be destroyed shall be recycled as green waste.

300-1.2.2 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.

300-1.2.3 Repair / Modification of Existing Turf Parkway

(a) Lawn. The Contractor shall resod in accordance with 801-4.8.3 areas where turf is removed for construction. Thickness and type of sod shall match removed lawn.

(b) Private Sprinklers and Improvements. The Contractor shall coordinate work with adjacent property owners. The Contractor shall test and document the condition of existing improvements before beginning required removals or excavation. The Contractor shall restore private improvements to documented conditions after completing adjacent work.

300-1.4 Payment.

Add the following:

Payment for clearing and grubbing shall be paid at the contract unit price Lump Sum (LS) and shall include full compensation and include, but not limited to, furnishing all labor, materials, tools, transportation, tree trimming, root pruning, vegetation, debris disposal and other equipment and incidentals to perform the work.

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

301-1 SUBGRADE PREPARATION

301-1.7 Payment

Replace the second paragraph with the following:

Payment for **Grading (Flatten to 4" below reference point, 90% compaction)** shall be paid at the contract price per **Lump Sum (LS)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools,

equipment, hauling, disposing, unclassified fill, compaction, unclassified excavation, and incidentals for the site grading no additional compensation will be made therefor.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-4 MASONRY CONSTRUCTION

303-4.1.5 Measurement and Payment.

Payment for **6' - 2"x2"x .25" Steel Square Tube / Anchored to Block Wall / Field Welded to Existing Steel Bars** shall be at the contract bid unit price per **Linear Foot (LF)** and shall include full compensation and shall include, but not limited to furnishing all labor, materials, tools, equipment, hauling, disposal, welding and all incidental for construction of the steel tubes, and no additional compensation shall be made therefor.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE

304 – 3.2 Fence Construction

ADD THE FOLLOWING

For a chain link fence with slats, install slats vertically in the mesh openings such that the slats fit snugly. Fasten them in a way that prevents easy removal or displacement.

304 – 3.4 Measurement and Payment

Remove Section 304-3.4 and replace with the following:

Payment for **Temporary 6' Chain Link Fence with Privacy Screen & Straw Rolls** shall be paid at the contract price per **Linear Foot (LF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for the construction of chain link fence with privacy screen and straw rolls complete in place and no additional compensation will be made therefor.

Payment for **8' High Chain Link Fence with Black Plastic Slats** shall be paid at the contract price per **Linear Foot (LF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for the construction of chain link fence with black plastic slats complete in place and no additional compensation will be made therefor.

PART 4 – EXISTING IMPROVEMENTS

SECTION 401-1 GENERAL

ADD THE FOLLOWING SECTION

401-1.1 DEMOLITION AND REMOVAL OF EXISTING STRUCTURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Demolition, removal, and site preparation shall include, but is not limited to the demolition of the structures, including walls and footing, floor slabs, and foundations, and grading as identified on the Plans.
- B. Utilities – Before starting demolition of any building where utility connections exist, the Contractor shall verify with the Utility Company that all such utility connections have been disconnected. However, this shall not relieve the Contractor from the responsibility of complying with all code regulations or general practices as required by the City or Utility Company or District having jurisdiction over such utility.
- C. The contractor shall prevent any foreign material from entering sewer laterals to be abandoned and shall employ suitable devices to prevent any material entering the sewer.
- D. It is the responsibility of the contractor to have full knowledge of the existing sites before commencing demolition. The contractor shall raze all structures and completely clear the sites of debris as described in the specifications.
- E. Contractor shall grade the entire site.

1.02 SUBMITTALS

- A. Submit, in accordance with Section 3-8 “Submittals,” of these Special Provisions, the following information:
 - a) Provide a Removal Plan outlining details of the removal operations, showing equipment, sequence, and methods to be used, and schedule of operations, at least ten (10) days before beginning removals.
 - b) Bill of lading for every load of materials taken off-site.
 - c) Proposed haul routes, permits for transportation and disposal of debris.
 - d) Documentation for type, quantity, and method of disposal for all items.
 - e) If material removed from the worksite will be disposed of on private property, submit copies of written releases not less than five (5) days prior to the start of work. Releases shall absolve the City from responsibility in connection with the depositing of material on private property and shall be signed by the owners of the property on which the material will be deposited.
- C. Copies of required permits and certifications shall be submitted to the Engineer prior to performing work requiring permits and certifications.

- a) Submit all documents required for removal, handling and transportation of hazardous materials, as applicable.

1.03 SAFETY AND PROTECTION

- A. Health and Safety Plan. The Contractor bears the ultimate responsibility for the health and safety of its employees. These specifications shall not be construed to limit the Contractor's liability nor to assume that the City, its employees or designate, will assume any of the Contractor's liability associated with Site safety considerations. The Contractor shall have a health and safety plan in effect prior to commencement of Work. The plan shall meet all OSHA and other applicable requirements. The plan shall specifically address procedures and protocols that will be followed to monitor for the presence of hazardous atmosphere, possibility for engulfment, gasses due to organic soils or proximity to landfills, exposure to hazardous products such as may be released when grinding, cutting, or torching galvanized or painted surfaces, contaminated soil, and groundwater, and identify response actions that will be taken when these conditions are encountered. This plan shall be provided to the Engineer at least one week before any construction activities begin. The City will not assume any role in determining the adequacy of the plan on behalf of the Contractor.
- B. No Asbestos Containing Materials, lead-based paint or lead containing materials, or other hazardous building materials, shall be used for any purpose.
- C. Contractor shall verify that the electrical system involved in the removal work is de-energized. Coordinate with Southern California Edison to have electrical service meters, electrical power lines, and electrical power meter devices removed.
- D. Contractor shall verify that the gas system involved in the removal work is de-energized. Coordinate this work with Southern California Gas.
- E. Exercise care in removing and handling existing structures, equipment, and substructures that may be required to be relocated or reinstalled. Provide and place bracing and shoring to prevent movement or damage to structures and improvements that are to remain. Restore damaged improvements to their original condition at the Contractor's Expense and to the Engineer's satisfaction.
- F. Protect buildings and structures on adjacent properties, and other items which are to remain. Contractor shall repair damages at the Contractor's expense.
- G. Provide, erect, and maintain barriers, fences, barricades, lighting, and guard rails as required to protect general public, workers, and adjoining properties. Fences shall be linked but removable with screens and conform to Section 206-6 Chain Link Fence of the Reference Specification.
- H. Protect pipelines, wires, cables, electrical panels, and conduits located above or below ground if such items are to remain. Damage to said items if caused by actions or omissions of Contractor shall be repaired at the Contractor's expense.
- I. Cease operation and notify Engineer immediately if the work appears to endanger life, facilities, or property. Do not resume operations until safe conditions have been restored.

PART 2 MATERIALS

- A. The use of explosives for any work to be performed under this contract is prohibited.
- B. The use of a "Headache Ball" or other battering device on any building or structure shall not be permitted when such device will swing or will be swung over public or adjacent private property

or that through its use will cause building material particles to fall or to be driven onto public or adjacent private property.

- C. Backfill must be free of organic or other unsatisfactory material such as residue from grooving or grinding operations, metal, rubber, mixed debris, or rubble.

PART 3 EXECUTION

3.01 GENERAL

- A. Perform all demolition work in accordance with applicable Federal, State, County, and City Building Codes and Regulations. The work shall meet safety standards and requirements including those of CAL/OSHA. The Contractor shall have at the work site copies of applicable extracts of CAL/OSHA Construction Safety Orders and General Industrial Safety Orders.
- B. Control dust to meet the South Coast Air Quality Management District regulations.
- C. Subsurface items not shown on the Drawings or mentioned in the Specifications, which are encountered during the Contractor's operations shall be brought to the attention of the Engineer. The Engineer will determine the disposition of the items.
- D. Obtain permission from the Engineer if outriggers, swinging cranes, or other equipment might pass over adjacent properties.
- E. Should the Contractor decide to move any large items intact off the site, arrangements for permits, clearances, and utilities are the Contractor's responsibility.
- F. Remove from site vermin infested and harmful materials. Dispose of in accordance with applicable regulations so as not to endanger the health of workers, tenants, or the public.
- G. Burning of material on site shall not be permitted.
- H. All debris shall be removed and handled in a way as to prevent entering the drainage and sewage systems.
- I. Remove existing improvements as indicated on the Drawings.
- J. Removals adjacent to existing structures shall be performed carefully to prevent damage to the facilities. Removals by "Stomping" will not be permitted.
- K. Survey Monuments and Benchmarks disturbed during demolition and removal activities shall be reestablished per the requirements of the City of Los Alamitos.
- L. Contractor shall construct and maintain erosion control BMPs per the Reference Specification Section 3-12.6 Water Pollution Control.

3.02 UTILITY COORDINATION

- A. Exercise extreme caution while working around power poles, overhead lines and light poles that are required to remain.
- B. Conduits and structures associated with demolition of the existing buildings shall be removed and conduits capped at grade and the locations recorded on the as-built plans and locations staked in the field.
- C. Disconnection and removal of all above ground utility services and meters to the point of service is included in the work to be done, unless otherwise specifically identified for removal by the utility owner.

- D. Demolish and remove abandoned utilities as indicated on the Contract Drawings and as directed by the Engineer. Coordinate with utility owner prior to work.
- E. Abandoned utilities shall be removed, capped, or plugged as applicable or as identified on the drawings. Record these locations on the Record Drawings.
- F. Contractor shall stake location of abandoned utilities. Stakes shall clearly note the material and depth of pipe.
- H. Cap any adjacent irrigation system that is impacted by these removals and ensure remaining irrigation is fully operational. Work may include the placement of temporary irrigation piping to maintain connectivity.

3.03 DEMOLITION AND REMOVALS

- A. The Contractor shall completely remove all furnishings and fixtures, and accessory structures attached or adjacent to the buildings to be demolished. The City reserves the right to require the Contractor to salvage certain fixtures prior to removal, including, but not limited to, air conditioning units and other items determined of value by the City.
- B. The Contractor shall completely remove all building walls, concrete pedestals, and perimeter walls, and footing. All debris and refuse shall be removed.
- C. Floor slabs and foundations shall be removed.
- D. Any cavities within the Project Area shall be backfilled in accordance with materials stated in this section.
- E. Disposal of all material shall conform to all applicable local, state, and federal regulations.

3.04 OWNERSHIP AND DISPOSAL

- A. Materials removed shall become the property of the Contractor and legally disposed off site.
- B. Materials shall be free from residual petroleum, tars, waste, debris, soils, loose scrap metal, and any toxic, hazardous, or other foreign substances.

3.05 BITUMINOUS PAVEMENT AND CONCRETE REMOVALS

- A. Surface improvements removed or damaged as a result of Contractor's operations and not designated to be removed shall be reconstructed by the Contractor with the same type of materials and to the same dimensions. Pavement thickness shall be 1 inch greater in thickness than the removed existing pavement.

3.06 CLEAN-UP

- A. Debris and Rubbish Control: Debris and rubbish shall be removed and transported in a manner that will prevent spillage onto existing streets or adjacent areas. All debris shall be removed off the project site property at Contractor's expense.
- B. Regulations: Contractor shall comply with all applicable federal, state, and local regulations regarding handling and disposal of demolished buildings and all resulting materials.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Demolition and removal of the structure, placement and compaction of fill, and all associated work, including utility coordination, wall removals and footing, shall be measured as a single lump sum item.

4.02 PAYMENT

- A. The contract lump sum price paid for Demolition of the TV Production Building shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the Demolition of the TV Production Building, complete in place. The contract lump sum price paid per Lump Sum bid item shall include, but not be limited to:
 - a) Utility coordination and removals
 - b) Safely demolishing the existing structure(s), and removal and disposal of all fixtures including walls and footings, furnishings, and attachments therein or thereon
 - c) Capping sanitary sewer lateral at edge of work area
 - d) Capping gas and water line
 - e) Disposal and transport of all debris and refuse from within the work area
 - g) Securing fees to a legal dump site
 - h) Grading the site
 - j) Staking abandoned utilities
- C. Health & Safety Plan: Full compensation to prepare and implement the Health and Safety Plan shall be included in the price paid for the Demolition of TV Production Building and no additional compensation will be allowed therefor.
- D. Weight tags from the dump site shall be presented to the Engineer. No payment shall be made until the weight tags have been presented to the Engineer.

PART 8 – LANDSCAPING AND IRRIGATION

SECTION 801 – INSTALLATION

801-1 GENERAL.

All existing lawn and landscape areas disturbed by the Contractor as part of or as a result of the work shall be prepared and re-sodded and/or replanted in kind, except as otherwise designated in the Plans. Existing irrigation systems shall be repaired and restored to operating condition to the satisfaction of the Engineer.

Contractor shall field verify with Engineer exact location of all irrigation components such as, but not limited to, valves, sprinkler heads, piping, etc., prior to start of construction. All irrigation components shall be protected in place. However, where there are conflicts with new sidewalks, the water supply lines, valves, and sprinkler heads shall be modified and adjusted to grade or relocated, as necessary. The reinstallation of irrigation components shall be performed in the same manner in which they were originally installed.

Contractor shall not have the existing irrigation system inoperable for more than 48 hours continuously.

801-8 Payment

Payment for Irrigation System Modifications shall be paid at the contract unit price Lump Sum (LS) and shall include full compensation and shall include, but not be limited to, furnishing all labor, materials, tools, equipment, hauling, disposing, pipes, sprinklers, connections, wyes, bends, tees, removal of interfering portions of existing system and incidentals for the irrigation system modifications complete in place and no additional compensation will be made therefor.

Payment for Vegetation Control Fabric shall be paid at the contract unit price per Square Feet (SF) and shall include full compensation and shall include, but not be limited to, furnishing all labor, materials, tools, equipment, hauling, disposing, compaction, and incidentals for the vegetation control fabric complete in place and no additional compensation will be made therefor.

Payment for 3/4" Size Landscape Grade Rocks, 4" Thick (Locally Available) shall be paid at the contract unit price per Ton and shall include full compensation and shall include, but not be limited to, furnishing all labor, materials, tools, equipment, hauling, disposing, compaction, and incidentals for the Landscape Gravel Rocks complete in place and no additional compensation will be made therefor.

Payment for Restore Lawn shall be paid at the contract unit price per Square Feet (SF) and shall include full compensation and shall include, but not be limited to, furnishing all labor, materials, tools, equipment, hauling, disposing, compaction, and incidentals for the Restoring lawn complete in place and no additional compensation will be made thereof

SECTION G
RECYCLING OF MATERIALS



WASTE MANAGEMENT PLAN FORM

1. PROJECT & APPLICANT INFORMATION

OWNER'S NAME _____ DATE _____

PROJECT ADDRESS _____

OWNER TELEPHONE _____

CONTRACTOR NAME _____

CONTRACTOR CONTACT NAME _____

CONTRACTOR TELEPHONE _____

APPROXIMATE SQUARE FOOTAGE OF PROJECT _____

DEMOLITION DATES: START _____ END _____

CONSTRUCTION DATES: START _____ END _____

2. DESCRIPTION OF DIVERSION PLAN

Briefly state how waste materials will be handled at your job site to ensure salvage/reuse or recycling. Also, explain how you will inform your workers/sub-contractors of your Waste Reduction and Recycling Plan requirements and ensure their participation.

3. EXEMPTION

Please fill out the section below if you believe that your project is entitled to an exemption and not required to divert or recycle C&D debris.

4. MATERIAL HANDLING ESTIMATE

Please complete the Material Handling Estimate Worksheet (page 3). This form is used to identify the estimated types and quantities of materials and how the waste material will be reduced, recycled or disposed of at your project site. Estimates should be calculated in tons. Please use the attached Materials Conversion Worksheet for conversion factors.

4a. Diversion Percentage Estimate from Section F. (page 3): _____%

4b. Is the percentage listed in 4a above greater than or equal to 65%? YES NO

4c. If NO, explain why: _____

1. "To the best of my knowledge, the tonnage and diversion percentage estimates reported on this form are my best estimate of the disposition of the construction and demolition materials generated at this project site."

SIGNATURE _____

PRINT NAME _____ DATE _____

****FOR CITY USE ONLY****

Plan Approval Status:

Exemption Status:

☐ Approved

☐ Exempted Approved

☐ Further explanation needed (see attached)

☐ Exempted Denied

☐ Denied

Comments:

Reviewed By: _____

Signature _____

Date _____

MATERIAL HANDLING ESTIMATE WORKSHEET

Column A: List estimated quantities of waste for each material type (in tons). To convert yards to tons, use the attached Materials Conversion Worksheet.

Columns B, C, D: List estimated quantities reused, recycled, or disposed based on Column A quantities. **Column E:** State the name of all vendors or facilities used to reuse, recycle or dispose of materials listed. **Column Totals:** Add up all material quantities for each column.

Section F. Calculate the estimated diversion percentage in the section at the bottom of this worksheet and enter the percentage on page 2, line 4a, of this form. Attach another Material Handling Estimate Worksheet if more room is needed.

Materials	A Quantity Discarded	B Salvage or Reuse	C Recycling	D Disposal (Landfill)	E Proposed Destination(s)
Example: Cardboard	2 tons		1.5	.5	(Recycle) XYZ Recycling Facility (Disposal) Prima Landfill
Asphalt & Concrete					
Brick/Masonry/tile					
Building Materials (doors windows, cabinets, ect.)					
Cardboard					
Carpet					
Carpet Padding/Foam					
Ceiling Tiles					
Drywall (new or used)					
Landscape Debris (brush, trees, ect.)					

MATERIAL HANDLING ESTIMATE WORKSHEET

Materials	A Quantity Discarded	B Salvage or Reuse	C Recycling	D Disposal (Landfill)	E Proposed Destination(s)
Scrap Metal					
Unpainted Wood & Pallets					
Garbage/Trash					
Dirt			X		
Demolition		X	X		
Green Waste (trees, shrubs, turf, etc.)					
Mixed Debris					
Roofing					
Wood Shingle/Shake					
Concrete/Clay Tile					
Roof Decking					
Appliance/Equipment					

F. Diversion Percentage Estimate: *(Transfer % amount to 4a on page 2)*

Column Totals B ____ + C ____ = ____ / A ____ = ____ X 100% = ____ %

MATERIAL HANDLING ESTIMATE WORKSHEET

Material Category	Volume	Unit	Tons/Unit	Tons
<u>Asphalt/Concrete</u>				
Asphalt (broken)		cy x	.7	= _____
Concrete (broken)		cy x	.9	= _____
Concrete (solid slab)		cy x	1.2975	= _____
<u>Brick/Masonry/Tile</u>				
Brick (broken)		cy x	.7	= _____
Brick (whole, palletized)		cy x	1.5212	= _____
Masonry block (broken)		cy x	.6	= _____
Tile		sq ft x	.00175	= _____
<u>Building Materials</u> (doors, windows, cabinets, etc.)		cy x	.15	= _____
Cardboard (<u>flat</u>)		cy x	.05	= _____
<u>Carpet</u>				
By square foot		sq ft x	.0005	= _____
By cubic yard		cy x	.3	= _____
<u>Carpet Padding/Foam</u>		sq ft x	.000125	= _____
<u>Ceiling Tiles</u>				
Whole (palletized)		sq ft x	.0003	= _____
Loose		cy x	.0875	= _____
<u>Drywall</u> (new or used)				
½" (by square foot)		sq ft x	.0008	= _____
5/8" (by square foot)		sq ft x	.00105	= _____
Demo/used (by cubic yard)		cy x	.25	= _____
<u>Landscape</u> Debris (brush, trees, etc.) <u>Scrap</u> Metal		cy x	.453	= _____

MATERIALS CONVERSION WORKSHEET

Material Category	Volume	Unit	Tons/Unit	Tons
<u>Unpainted</u> Wood & Pallets				
By board foot		bd ft x	.001375	= _____
By cubic yard		cy x	.15	= _____
<u>Garbage/Trash</u>		cy x	.175	_____
<u>Dirt</u>				
By cubic yard		cy x	1.03	= _____
Demolition				
Complete demolition		sq ft of structure x	40/2000	_____
Complete demolition with tile roof		sq ft of structure x	47/2000	= _____
Green Waste (trees, shrubs, turf, etc.)		cy x	.25	= _____
Mixed Debris (interior remodel)		cy x	.2	_____
<u>Roofing</u>				
Asphalt composition shingle		roof sq ft x	3/2000	= _____
<u>Wood Shingle/Shake</u>		roof sq ft x	2/2000	= _____
<u>Concrete/Clay Tile</u>		roof sq ft x	10/2000	_____
Roof <u>Decking</u>		roof sq ft x	1.5/2000	= _____
<u>Appliance/Equipment</u>				
Cook Top		x	.015	= _____
Dishwasher		x	.050	_____
Refrigerator		x	.075	= _____
Oven (single)		x	.038	= _____

MATERIALS CONVERSION WORKSHEET

Material Category	Volume	Unit	Tons/Unit	Tons
Trash Compactor	_____	x	.020	_____
Water Heater 30 gallons	_____	x	.025	= _____
Water Heater 40-50 gallons	_____	x	.038	= _____
Bathtub (cast Iron)	_____	x	.150	= _____
Bathtub (steel)	_____	x	.038	= _____
Sink, cast iron	_____	x	.025	_____
Sink, porcelain	_____	x	.010	_____
Sink, steel	_____	x	.005	= _____
Toilet	_____	x	.020	_____

cy = cubic yards

sq ft= square foot

bd ft= board foot

Sample Calculation:

Materials including, 100 square feet of roof decking, 50 cubic yards of brick (broken), and a cast iron bathtub would compute as follows: $(100 \times 1.5 \text{ lbs.})/2000 + (50 \times 7) + .15 = (.075) + 35 + 0.15 = 35.225 \text{ Tons}$

APPENDIX A

DEMOLITION AND SITE IMPROVEMENT PLANS

Sterns Park Improvements City of Los Alamitos, Ca.



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A, ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395 WWW.HAILANDARCH.COM

December 4, 2023

SECTION 01039

COORDINATION AND MEETINGS

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Coordination
- B. Field Engineering
- C. Pre-construction Conference
- D. Progress Meetings
- E. Pre-installation Conference

1.2 COORDINATION

- A. Coordinate scheduling, submittals, and work of various sections of project specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on project drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of work of separate sections in preparation for Substantial Completion Inspection.
- F. After City occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of City activities.
- G. Coordinate all utility company work in accordance with the General Provisions.

1.3 FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of California and acceptable to the Owner and Architect.
- B. Control datum for survey is that established by Owner provided survey. Contractor to locate and protect survey control and reference prints.

- C. Provide field engineering services. Establish elevations, lines, and levels utilizing recognized engineering survey practices.

1.4 PRE-CONSTRUCTION CONFERENCE

- A. Owner will schedule a conference prior to issuance of Notice to Proceed.
- B. Mandatory Attendance: Owner, Architect, General Contractor, Contractor's Project Manager and Contractor's Job Superintendent.
- C. Optional Attendance: Architect's Consultants, subcontractors and utility company representatives.
- D. Architect will preside at conference, record minutes and distribute copies.
- E. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of Products, schedule of values, and progress schedule.
 - 5. Designation of responsible personnel representing the parties.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, change orders and contract close-out procedures.

1.5 PROGRESS MEETINGS

- A. Owner will schedule and administer meetings throughout progress of the work at regular intervals.
- B. Owner will make arrangements for meetings, prepare agenda, preside at meetings record minutes (Field Reports), and distribute copies.
- C. Attendance Required: Job superintendent, major Subcontractors and/or suppliers, owner's Representative and Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings. (Field Reports)
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to work.

1.6 PRE-INSTALLATION CONFERENCE

- A. When required in individual specification sections, conduct pre-installation conference prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four (4) days in advance of meeting date.
- D. Prepare Agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants.
- E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

2.0 PART 2 PRODUCTS

Not Used

3.0 PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

1.0 PART 1 GENERAL

The Contractor shall be responsible for all specific safety requirements promulgated by any government authority, including the requirements of the Occupational Safety and Health Act (OSHA) and CAL OSHA.

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Project Plans, as specified and as necessary to complete the contract, including but not limited to these major items:

1. Requirements and limitations for cutting and patching of work.

1.2 SUBMITTALS

A. Submit written request in advance of cutting or alteration which affects:

1. Structural integrity of any element of the project.
2. Integrity of weather-exposed or moisture-resistant element.
3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight exposed elements.
5. Work of City or separate Contractor.

B. Include in request:

1. Identification of project.
2. Location and description of affected work.
3. Necessity for cutting or alteration.
4. Description of proposed work, and products to be used.
5. Alternatives to cutting and patching.
6. Effect on work of Architect, Separate Contractor.
7. Written permission of affected separate Contractor.
8. Date and time work will be executed.

2.0 PART 2 PRODUCTS

A. Primary Products: Those required for original installation.

3.0 PART 3 EXECUTION

3.1 EXAMINATION

- A. Inspect existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing work, inspect conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the work.
- B. Provide devices and methods to protect other portions of project from damage.
- C. Provide protection from elements for areas which may be exposed by uncovering work.

3.3 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching to complete work.
- B. Fit products together, to integrate with other work.
- C. Uncover work to install ill timed work.
- D. Remove and replace defective or non-conforming work.
- E. Remove samples of installed work for testing when requested.
- F. Provide openings in the work for penetration of mechanical and electrical work.

3.4 PERFORMANCE

- A. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Employ skilled and experienced installer to perform cutting and patching.
- C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- D. Restore work with new products in accordance with requirements of Contract Documents.
- E. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

- F. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

3.5 CLEANING

- A. Prior to completion of the work and leaving the site, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste, derived from this work, per Section 01710.

END OF SECTION

SECTION 01340

SUBMITTALS

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Substitutions.
- E. Shop drawings.
- F. Product data.
- G. Samples.
- H. Manufacturers' instructions.
- I. Manufacturers' certificates.

1.2 SUBMITTAL REQUIREMENTS

- A. Submit digital PDF files of each submittal to the Construction Manager.
- B. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and Contract Documents. Submittals without Contractor's stamp and signature will be returned without review.
- E. Schedule submittals to expedite the project.
- F. Make submittals in groups containing associated and related items to make sure that information is available for checking each item when it is received. Submittals for all items requiring color selection must be received before any item will be approved.
- G. Make submittals in advance of scheduled dates for installation, to provide time for review and possible revisions, and re-submission prior to approval and subsequent placement of orders.
- H. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed work.
- I. Provide space for Contractor, Construction Manager and Architect's review stamps.
- J. Revise and resubmit submittals as required, identify all changes made since previous submittal.

- K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

Contractor to submit product submittals and/or shop drawings for the following sections of work:

<u>Item</u>	<u>Product Submittal</u>	<u>Shop DWG.</u>
Section 02750 Irrigation System	X	
Section 02760 Site Furnishings	X	X
Section 02800 Landscaping.....	X	
Section 03300 Cast-In-Place Concrete	X	
Sheet E-200 Electrical	X	
Fencing/Railing		X

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule in duplicate within fourteen (14) days after date of Notice to Proceed for City and Architect review and approval.
- B. Revise and resubmit as required when progress is not in compliance with original schedule.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of work at each submission.

1.4 PROPOSED PRODUCTS LIST

- A. Within fourteen (14) days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model or catalog designation, and reference standards.

1.5 SUBSTITUTIONS

- A. The Contract is based on the standards of quality established in the Contract Documents.
- B. All substitutions shall conform to the requirements and conditions of Section 01630.

1.6 SHOP DRAWINGS

- A. Submit Two prints of each drawing.
- B. After review, distribute in accordance with article on procedures above and for Record Documents described in Section 01700 - Contract Closeout.

1.7 PRODUCT DATA

- A. When specified in individual specification sections, submit seven (7) of copies of data for each product which Contractor requires, three (3) copies which will be retained by Architect.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufactures' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with article on procedures above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

1.8 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Provide materials and products specified in the full range of color, texture and pattern for selection by Architect. Range shall include standard stocked color/texture/pattern, standard color/texture/pattern not stocked, but available from manufacturer, and special color/texture/pattern available from manufacturer as advertised in product data and brochures. Unless otherwise indicated in individual specification sections, Architect may select from any range at no additional cost to the City.
- C. Include identification on each sample, with full Project information.
- D. Submit the number of samples which Contractor requires, plus two which will be retained by Architect.
- E. Reviewed samples which may be used in the work are indicated in individual specification Sections.

1.9 MANUFACTURERS' INSTRUCTIONS

- A. When specified in individual specification sections, submit manufacturer's printed instructions for delivery, storage, assemble, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

1.10 MANUFACTURERS' CERTIFICATES

- A. When specified in individual specification sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements, submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

END OF SECTION

SECTION 01400

QUALITY CONTROL

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Mock-up.
- E. Manufacturers' field services and reports.

1.2 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturer's instruction conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses vibration, physical distortion or disfigurement.

1.3 REFERENCES

- A. Conform to reference standard by date of issue current on date for receiving bids except when a specific date is indicated.
- B. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.
- C. Should specified reference standards conflict with Contract Documents, request written clarification from Architect before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.4 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.

1.5 MOCK-UP

- A. Tests will be performed under provisions identified in this section.
- B. Acceptable and erect specified items, with specified attachment and anchorage devices, flashings, seals and finishes.
- C. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been accepted by the Architect.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instruction given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within fourteen (14) days of observation to Architect for review.

2.0 PART 2 PRODUCTS

Not Used

3.0 PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES & CONTROLS

1.0 PART 1 GENERAL

The Contractor shall be responsible for all specific safety requirements promulgated by any government authority, including the requirements of the Occupational Safety and Health Act (OSHA) and CAL OSHA.

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Project Plans, as specified and as necessary to complete the contract, including but not limited to these major items:
 - 1. Temporary Utilities. Electricity, telephone service, water, and sanitary facilities.
 - 2. Temporary Controls. Barriers, enclosures and fencing, protection of the work, existing site conditions and water control.
 - 3. Construction Facilities. Access roads, parking and progress cleaning.

1.2 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from utility source.
- B. Provide power outlets for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required.
- C. Permanent convenience receptacles may be utilized during construction.

1.3 TEMPORARY LIGHTING

- A. Provide and maintain lighting for construction operations.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Permanent building lighting may not be utilized during construction.

1.4 NOT USED

1.5 NOT USED

1.6 NOT USED

1.7 TEMPORARY WATER SERVICE

- A. Provide, maintain and pay for suitable quality water service required for construction operations. Contractor may obtain water from existing fire hydrant if appropriate clearances are acquired and fees paid.
- B. Extend branch piping with outlets located so water is available by hoses with threaded connections.

1.8 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain temporary chemical type toilet facilities and enclosures.
- B. Existing facilities shall not be used.

1.9 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage by construction operations.
- B. Provide protection for plant life and trees designated to remain or to be relocated, and for soft and hardscape areas adjacent to work, replace damaged materials in kind at no additional cost to the City.
- C. Protect non-owned vehicular traffic, stored materials, site and structures by damage.

1.10 FENCING

- A. Construct a commercial grade chain link fence 6 ft high around construction site to restrict public access. Contractor shall maintain fence during project construction, including landscape maintenance period.

1.11 WATER CONTROL AND EROSION CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.(if required)
- B. Provide water barriers as required to protect site from soil erosion.
- C. Prepare and provide erosion control plan and submit to City for review and approval.

1.12 NOT USED

1.13 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual specifications sections
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- C. Prohibit traffic from landscaped areas.

1.14 SECURITY

- A. Provide security and facilities to protect work, and existing facilities from unauthorized entry, vandalism, or theft.
- B. All items of work stolen or vandalized prior to acceptance by the Owner, shall be replaced by the Contractor at Contractor's expense.

1.15 ACCESS ROADS

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area. Extend and relocate as work progress requires. Provide detours necessary for unimpeded traffic flow.
- B. Provide and maintain access to fire hydrants, free of obstructions.

1.16 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition at all times.
- B. Remove waste materials, debris, and rubbish from site periodically dispose off-site.

1.17 NOT USED

1.18 STORAGE AREAS AND SHEDS

- A. Size to storage requirements for products of individual sections. Allow for access and orderly provision for maintenance and for inspection of products.

1.19 NOT USED

1.20 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials prior to Substantial Completion Inspection.
- B. Remove underground installations to a minimum depth of 2 ft. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

2.0 PART 2 PRODUCTS

Not Used

3.0 PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01620

STORAGE & PROTECTION

1.0 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Protect products scheduled for use in the work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Engineer, determine and comply with manufacturers' recommendations on product handling storage, and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the City.
- B. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

- A. Maintain finished surfaces clean, unmarred, and suitable protected until accepted by the City.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Engineer and at no additional cost to the Owner.

- B. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify an extension in the Contract Time of Completion.

2.0 PART 2 PRODUCTS

- A. Primary Products: Those required for original installation.

30. PART 3 EXECUTION

Per plans and specifications.

END OF SECTION

SECTION 01630

SUBSTITUTIONS

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Project Plans, as specified and as necessary to complete the contract.

1.2 PRODUCTS

- A. The term "Product" includes materials, systems, and equipment. Products shall be new, of the types specified, and furnished in ample quantities to facilitate proper and timely execution of the work. All products shall be pre-approved by the Owner.
- B. Use products of one manufacturer for each specific purpose, insofar as practicable.

1.3 CONTRACTOR'S OPTION

- A. For products specified, only by reference standards, select any product, meeting standards of manufacturers and the City.
- B. For products specified by naming several products or manufacturers, select any product manufacturer named.
- C. For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or equal", "equal to", or "approved equal", "equivalent to", Contractor must submit a request, as required for substitution, for any product not specifically named.

1.4 SUBSTITUTIONS

- A. During bidding, the Owner will consider written request from the Contractor for substitutions received at least seven calendar (7) days prior to bid date. Requests received after that time will not be considered except for the following conditions.
 - 1. Products discontinued.
 - 2. Insufficient quantity: Except the following will not establish cause for substitutions: Failure to award subcontract in sufficient time, or failure to place orders for products so as to insure delivery without delaying work.
 - 3. Delays beyond Contractor's control, such as strikes, lockouts, or acts of God, which may preclude the procurement and delivery of products for purposes of the project.
 - 4. Other reasons as the Owner may deem justifying the Contractor in such action.

- B. Submit four (4) copies of requests for substitutions to: Hirsch & Associates, Inc. at 2221 E. Winston Road, Suite A, Anaheim, CA 92806. Include in request:
1. Complete data substantiating compliance of proposed substitution with Contract Documents.
 2. For products:
 - a. Product identification, include manufacture's name and address.
 - b. Manufacturer's literature including product description, performance and test data, and reference standards.
 - c. Samples.
 - d. Name and address of similar projects on which product was used, and date of installation.
 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 4. Itemized comparison of proposed substitution with product or method specified.
 5. Data relating to changes in construction schedule.
 6. Accurate cost data on proposed substitution in comparison with product or method specified.
 7. Relation to separate contracts, when applicable.
- C. In making request for substitution, Bidder/Contractor represents:
1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified, and will pay all costs for testing of materials as requested by the Owner.
 2. He will provide the same warranty for substitutions as for product or method specified.
 3. He will coordinate installation of accepted substitution into the work, making such changes as may be required for work to be complete in all respects, at no additional cost to the Owner.
 4. He waives all claims for additional cost related to substitution which consequently becomes apparent.
 5. Cost data is complete and includes all related costs under his Contract, and costs under separate contracts, when applicable.
- D. Substitutions will not be considered if:
1. They are indicated or implied on shop drawings or project data submittals without formal request submitted in accordance with this section.
 2. Acceptance will require substantial revision of Contract Documents.

3. Colors or finishes required by the Owner are not available on the proposed substitution.

E. Approvals:

1. The Architect and Owner shall determine the 'or-equal' status for all requested substitutions.

F. Product Cost:

1. All product cost shall mean the cost of the product at time of bid. All requested product substitutions after bid date shall indicate original product and labor cost and product and labor cost for requested substitution. All cost savings shall be rebate to the Owner in change order form.

2.0 PART 2 PRODUCTS

Not Used

3.0 PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Project Plans, as specified and as necessary to complete the contract, including but not limited to these major items:
 - 1. Closeout Procedures
 - 2. Final Cleaning
 - 3. Adjusting
 - 4. Demonstration and Instructions
 - 5. Project Record Documents
 - 6. Operation and Maintenance Data
 - 7. Warranties
 - 8. Spare Parts and Maintenance Materials

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and in complete accordance with Contract Documents and ready for Architect's inspection.
- B. Provide submittals to the Architect that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Coordination of Owner occupancy of facilities.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean all surfaces; remove temporary labels, stains and foreign substances, polish glossy surfaces.
- C. Not used
- D. Not Used
- E. Clean debris from drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Architect two (2) weeks prior to date of final inspection.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance. Supply two (2) copies of operations and maintenance manual to Architect.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance and shutdown of each item of equipment at agreed-upon times, at equipment location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the work in contrasting color.
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Order and other Modifications to the Contract
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction in progress.
- D. Specifications: legibly mark and record at each product section in contrasting color ink, description of actual products installed, including the following:
- E. Part 1: Operation and maintenance instructions, arranged by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - 1. Significant design criteria.
 - 2. List of equipment.
 - 3. Parts list for each component.
 - 4. Operating instructions.
 - 5. Maintenance instructions for equipment and systems.
 - 6. Maintenance instructions for finishes, including recommended cleaning methods and materials.

- F. Part 2: Project documents and certificates, including the following:
 - 1. Shop drawings and product data.
 - 2. Certificates.
 - 3. Photocopies of warranties.

1.7 OPERATIONS AND MAINTENANCE MANUAL

- A. Provide duplicate notarized copies of warranties and guarantees.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.8 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

2.0 PART 2 PRODUCTS

Not used

3.0 PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01710

CLEANING

1.0 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Execute cleaning daily, during progress of the Work, and at completion of the Work.
- B. If the Contractor fails to clean up during construction or at the completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

1.2 RELATED REQUIREMENTS

- A. Each Specification section: Cleaning for specific products or Work.

1.3 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

2.0 PART 2 PRODUCTS

2.1 MATERIALS

- A. Use only those cleaning materials which will not create hazard to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

3. PART 3 EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
- C. Remove waste materials, debris, and rubbish from the site daily and dispose of at legal disposal areas away from the site.

3.2 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from all surfaces.

- C. Comply with all special cleaning instructions contained in the Specifications.
- D. Broom clean exterior paved surfaces: Rake clean other surfaces on the grounds.
- E. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of all surfaces, and all work areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 01730

OPERATION AND MAINTENANCE DATA

10 PART 1 GENERAL

1.1 SECTION INCLUDES

- A. To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding products incorporated into the work, furnish and deliver the data described in this Section and in pertinent other Sections of these Specifications.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Required contents of submittals also may be amplified in pertinent other Sections of these Specifications.

1.2 SUBMITTALS

- A. Comply with pertinent provisions of Section 01300.
- B. Submit two (2) copies of preliminary draft of the proposed Manual or Manuals to the Architect for review and comments.
- C. Unless otherwise directed in other Sections, or in writing by the Architect, submit three (3) copies of the final Manual to the Architect prior to indoctrination of operation and maintenance personnel.

1.3 QUALITY ASSURANCE

- A. In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in operation and maintenance of these described items, completely familiar with the requirements of this Section, and skilled in technical writing to the extent needed for communicating the essential data.

2 PART 2 PRODUCTS

2.1 MAINTENANCE PROGRAM SPECIFICATION

- A. A project-specific maintenance manual shall be included with the Splash Pad Equipment. The manual shall provide information to establish the frequency of inspections, a description of preventive maintenance and repair procedures, and plan-specific inspection report forms for each

component part shown on the plan. It shall also include copies of the original plan, installation instructions and parts list.

The manufacturer shall provide wrenches or other tools needed to adjust or replace special vandal-resistance fasteners.

2.2 INSTRUCTION MANUALS

A. Where instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.

B. Format:

1. Size: 8-1/2" x 11"
2. Paper: White bond, at least 20 lb weight
3. Text: Neatly written or printed
4. Drawings: 11" in height preferable; bind in with text; fold out acceptable; larger drawings acceptable but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.
5. Flysheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
6. Binding: Use heavy-duty plastic or fiberboard covers with binding mechanism concealed inside the Manual; 3-ring binders will be acceptable; all binding is subject to Architect's approval.
7. Measurements: Provide all measurements in U.S. standard units such as feet-and-inches, lbs, and cfm; where items may be expected to be measured within ten years in accordance with metric formulae, provide additional measurements in the "International System of Units" (SI).

C. Provide front and back covers for each Manual, using durable material approved by the Architect, and clearly identified on or through the cover with at least the following information:

Operating and Maintenance Instructions

Name and Address of Work
Name of Contractor
General Subject of this Manual
Space for Signature of Architect and Approval Date

D. Contents: Include at least the following:

1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency information regarding the installation.

2. Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly, and reassemble.
3. Complete nomenclature of all parts of all equipment.
4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
5. Copy of all guarantees and warranties issued.
6. Manufacturers' bulletins, cuts, and descriptive data, where pertinent clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
7. Such other data as required in pertinent Sections of these Specifications.

3 PART 3 EXECUTION

3.1 INSTRUCTION MANUALS

A. Preliminary:

1. Prepare a preliminary draft of each proposed Manual.
2. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.
3. Secure the Architect's approval prior to proceeding.

B. Final: Complete the Manuals in strict accordance with the approved preliminary drafts and the Architect's review comments.

C. Revisions:

1. Following the indoctrination and instruction of operation and maintenance personnel, review all proposed revisions of the Manual with the Architect.
2. If the Contractor is required by the Architect to revise previously approved manuals, compensation will be made as provided for under "Changes" in the General Conditions.

END OF SECTION

SECTION 02050

SELECTIVE DEMOLITION

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction, latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Plans, as specified and as necessary to complete the contract, including but not limited to these major items:
 - 1. In accordance with pertinent provisions of this Section, carefully demolish and remove from the site those items scheduled to be so demolished and removed.
 - 2. The Contractor shall contact the regional notification center (Underground Service Alert of Southern California) at 1-800-422-4133 and obtain an inquiry identification number. No excavation shall commence unless the Contractor has obtained the Inquiry Identification Number, and so notify the City and Architect.

1.2 RELATED WORK

Section	01045	Cutting and Patching
Section	02110	Clearing and Grubbing
Section	02000	Earthwork and Grading

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

2.0 PART 2 PRODUCTS

Primary Products: Those required for original installation.

3.0 PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work.

3.2 DEMOLITION

- A. By careful study of the Contract Documents, determine the location and extent of selective demolition to be performed.

- B. In the company of the Architect, visit the site and verify the extent and location of selective demolition required.
 - 1. Carefully identify limits of selective demolition.
 - 2. Mark interface surfaces as required to enable workmen also to identify items to be removed and items to be left in place intact.
- C. Prepare and follow an organized plan for demolition and removal of items.
 - 1. Shut off, cap, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction.
 - 2. Completely remove items scheduled to be so demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere.
 - 3. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.
- D. Demolished materials shall be considered to be property of the Contractor and shall be completely removed from the job site.
- E. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

3.3 REPLACEMENTS

- A. In the event of demolition of items not so scheduled to be demolished, promptly replace such items to the approval of the Architect and at no additional cost to the City.

3.4 CLEAN-UP

- A. Leave surfaces free of dirt, gouges and imperfections. Clean adjacent surfaces soiled by this work. Remove equipment, surplus materials and debris from job site, and leave installation ready for succeeding work.

4.0 PART 4 METHOD OF PAYMENT

- A. Payment for all work specified under this section shall be paid at the respective contract lump sum price or unit price as indicated and shall include all costs for installation, labor, materials, equipment, taxes, transportation costs and incidentals to accomplish the work as indicated in these Contract Documents and no additional compensation will be allowed.

END OF SECTION

SECTION 02110

CLEARING, GRUBBING

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Project Plans, as specified and as necessary to complete the contract, including but not limited to these major items:
 - 1. The Contractor shall contact the regional notification center (Underground Service Alert of Southern California) at 1-800-422-4133 and obtain an inquiry identification number. No excavation shall commence unless the Contractor has obtained the Inquiry Identification Number and so notify the Architect.
 - 2. Hauling of all debris, generated by site demolition, clearing and grubbing, and legally disposing at a dumpsite licensed to accept material.

2.0 PART 2 PRODUCTS

Not Used

3.0 PART 3 EXECUTION

3.1 CLEARING & GRUBBING

- A. Record plans shall be available on site and shall be reviewed by the Architect at appropriate times before work is covered.
- B. Clearing and grubbing shall consist of the removal of all natural and artificial objectionable materials from construction areas.
- C. Grubbing shall extend to the outside excavations and fill slope lines, except where slopes are rounded, the areas shall extend to the outside limits of slope rounding.
- D. Clear ground surface of all vegetable growth, such as trees, logs, upturned stumps, roots, brush, grass, weeds, and all objectionable material within limits of construction and/or grading operations. Areas of existing lawn not disturbed by construction or grading shall be protected.
- E. All roots 1" and larger, rocks and/or debris 3" and larger, and all other objectionable materials shall be removed 3ft below existing ground surface or subgrade whichever is deeper where encountered during demolition or construction operations.
- F. All materials removed shall be legally disposed of off the site, at a facility licensed to accept such materials.

- G. Bituminous Pavement shall be removed to clean, straight lines. When only surface of bituminous pavement is to be removed, method of removal shall be approved by the Architect.
- H. Concrete Pavement shall be removed to neatly sawed edges. Sawcuts made to a minimum depth of 1-1/2". Sawcuts shall be either parallel to the original sawcuts or shall be cut on an angle which departs from the original saw cut not more than 1" to 6".
- I. Concrete Curb, Walks Gutters, Cross Gutters, Driveways and Alley Intersections shall be removed to neatly sawed edges with cuts made to a minimum depth of 1-1/2". Curb and gutter shall be sawed to a depth of 1-1/2" on a neat line at right angles to the curb face.
- J. Removal of all natural and artificial objectionable materials in construction areas.
 - 1. Existing walks, slabs, etc., as indicated.
 - 2. Removal of items not designated to be salvaged, relocated or reused.
 - 3. Any additional items as directed by the Architect or City.

3.2 PROTECTION OF EXISTING IMPROVEMENTS

- A. Protection of underground site utilities.
- B. Protection of Items to be relocated, reused or salvaged.
- C. Protection of plant life, trees and shrubs to remain or to be relocated. (all trees not affected by construction of grading operations) Water remaining trees during construction.

3.3 SALVAGE ITEMS

- A. Salvage items are the property of the Owner, if the Owner chooses not to dispose of these items, they then become the property of the Contractor. Contractor shall remove from site at his own expense and no extra cost will be allowed.

3.4 CLEAN-UP

- A. Leave surfaces free of dirt, gouges and imperfections. Clean adjacent surfaces soiled by this work. Remove equipment, surplus materials and debris from job site, and leave installation ready for succeeding work.

4.0 PART 4 METHOD OF PAYMENT

- A. Payment for all work specified under this section shall be paid at the respective contract lump sum price or unit price as indicated and shall include all costs for installation, labor, materials, equipment, taxes, transportation costs and incidentals to accomplish the work as indicated in these Contract Documents and no additional compensation will be allowed.

END OF SECTION

SECTION 02210

EARTHWORK AND GRADING

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Project Plans, as specified and as necessary to complete the contract, including but not limited to these major items:
 - 1. Contact "Underground Service Alert" 1-800-422-4133, 48 hours prior to any digging.
 - 2. Clearing & Grubbing.
 - 3. Engineered fill under structures, approved by Soils Engineer.
 - 4. Subgrade preparation for walks, slabs, sub-base, building pads and other items of work.
 - 5. Finish grading of the site.
 - 6. Excavation and backfill for all footings, structures etc.
 - 7. Soil compaction as required.
 - 8. Coordination of soil testing as required.
 - 9. Weed control treatment.
 - 10. Protective measures.
 - 11. Dust and noise abatement.
 - 12. Perform all cutting, spreading, backfilling and compaction necessary.
 - 13. Contractor shall secure and maintain all required permits and licenses necessary to legally complete the work of this section. Owner will pay for city required permits only.
 - 14. Contractor is responsible for paying any fees made necessary by the removal and disposal of earth and debris.
 - 15. The Contractor shall provide all survey services necessary for horizontal and vertical control points, layouts, lines, levels and staking of work.
 - 16. Erosion control and storm water run-off management.

1.2 RELATED WORK

Section 03300 Cast-In-Place Concrete

1.3 GRADING OPERATIONS

- A. Contractor shall be required to remove excavated soils from splash pad tank and materials from site at no additional costs to the Owner.
- B. It will be the Contractor's responsibility to perform all cutting, spreading, backfilling and compaction operations necessary to comply with the intent of the Plans.
- C. The Contractors attention is specially directed to the requirements of Section 300-4.4, and Section 300-4.5 of the Standard Specifications for Public Works Construction, Latest Edition

- D. The Landscape Architect will observe the placement of fill and backfill, foundation excavations, compacted fill and subgrade areas. Contractor shall contact Landscape Architect 48 hours prior to execution of this work.
- E. Clearing and grubbing shall include the removal and disposal of any additional items not specifically mentioned herein or shown on the plans, but, which may be found within the work limits. (refer to section 02110 of these specifications)
- F. The Contractor shall work closely with the Architect during grading operations and shall receive written approval from Soils Engineer of grading, subgrade preparation and compaction, prior to placement or construction of any item according to the Standard Specifications for Public Works Construction, Latest Edition. All work shall be performed in accordance with Section 300 of the Standard Specifications for Public Works Construction, Latest Edition

1.4 WATER

- A. Contractor shall make and pay for any necessary hook-up to provide construction water service to the site during construction. The Contractor will pay the cost for construction water used.

1.5 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.6 NOT USED

2.0 PART 2 PRODUCTS

2.1. MATERIALS

A. Structural Backfill:

- 1 On site excavated fill as approved by the Engineer.
- 2 Imported granular material as approved by Engineer.
3. Rocks larger than 1" in diameter shall be removed from excavated fill prior to backfill and compaction.

B. Fill Materials:

- 1 Imported fill if required and as approved by the Engineer.
- 2 On site soil materials as approved by Engineer.
3. Rocks larger than 1" in diameter shall be removed from excavated fill prior to backfill and compaction.

3.0 PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work.

- B. Clearing and Grubbing with the exception of pavement removal in parking driveway aprons shall be completed prior to the start of grading procedures.

3.2 ROUGH GRADING

- A. The site shall be graded to the limit lines and elevations shown on the project drawings with such allowances as may be required for the construction of footings, slabs, walks, and other site improvements. Tolerance for rough grading is 1/10th of a foot, plus or minus at drainage swales, building pads and paved areas. In all areas, appearances and positive drainage shall be the governing factors in acceptability of grades.

3.3 EXCAVATION

- A. Make necessary excavations for footings and slabs, and perform additional excavation necessary to provide for installation of concrete forms.
- B. Sides of footings may be poured against undisturbed soil if Soils Engineer approves. On site excavated materials shall be used as approved by Soils Engineer and/or Architect.
- C. Bottom of footing excavations shall be level, free from loose materials and brought to required grades in undisturbed earth. All excavations shall be kept free from standing water. The Contractor shall perform all pumping or drainage necessary. Should excavations for footings through error be excavated, such additional depth or size shall be filled with concrete as specified for footings at the Contractors expense.

3.4 FILL

- A. Landscape fill, top 12" of planting areas shall be on-site soil as approved by Engineer.
- B. All fill material must be approved by Owner's representative prior to placement. Fill shall be placed in level layers not to exceed 8" in depth, and mechanically compacted using optimum amount of moisture to achieve ninety (90) percent of the maximum dry density (laboratory standard) for structural fills and subgrades. All landscaped areas shall achieve eighty (80) percent of the maximum density (laboratory standard).
- C. Rocks larger than 1" in diameter shall be removed from excavated fill prior to backfill and compaction.

3.5 BACKFILL

- A. Material used for backfill of trenches, shall be free from large stones and clods. Material shall be as approved by the Soils Engineer and in accordance with Section 306-1.3 of the Standard Specifications for Public Works Construction, Latest Edition.
- B. Backfill shall be deposited in layers of a maximum 6" thickness and with water, amount to be rigidly controlled to insure optimum moisture conditions for the type of fill material used. Excess water causing saturation beneath footings, walks and/or curbs will not be permitted.
- C. Structural backfill and subgrades shall be compacted by suitable means to a minimum of ninety (90) percent for areas requiring structural backfill. All landscaped areas shall be compacted to ninety (90) percent.

- D. All trenches shall be backfilled in accordance with this section and may be tested at the discretion of the Soils Engineer.

3.6 SUBGRADE PREPARATION

- A. Subgrade preparation for building pads, concrete slabs, curbs, walks and gutters shall conform to the requirements of Section 301-1 of the Standard Specifications for Public Works Construction, Latest Edition.

3.7 FINISH GRADES

- A. Finish grades shall slope to drain without water pockets or irregularities and shall conform to the intent of the project drawings and Specifications after thorough settlement and compaction of the soil.
- B. Finish grades shall meet all existing or established controls of sidewalks, curbs and walls, and shall be of uniform slope and grade between points of fixed elevations or elevation controls and from such points to establish grades. Tolerance for finish grading is plus or minus 1/10th of a foot.

3.8 DUST AND NOISE ABATEMENT

During the entire period of construction, site areas shall be kept sprinkled as necessary to reduce dust in the air and annoyance to surrounding properties. Adhere to the requirements of City Ordinances for dust and noise control.

4.0 PART 4 METHOD OF PAYMENT

- A. Payment for all work specified under this section shall be paid at the respective contract lump sum price or unit price as indicated and shall include all costs for installation, labor, materials, equipment, taxes, transportation costs and incidentals to accomplish the work as indicated in these Contract Documents and no additional compensation will be allowed.

END OF SECTION

SECTION 02220

EXCAVATING & BACKFILLING

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction, latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Furnish materials, equipment and perform labor required to execute this work as indicated on the drawings, as specified and as necessary to complete the contract, including but not limited to these major items:
 - 1. The Contractor shall contact the regional notification center (Underground Service Alert of Southern California) at 1-800-422-4133 and obtain an inquiry identification number. No excavation shall commence unless the Contractor has obtained the Inquiry Identification Number, and so notify the City and the Architect.

1.2 RELATED WORK

Section 02210 Clearing and Grubbing
Section 02200 Earthwork and Grading

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Record prints shall be available on site and shall be reviewed by the Architect at appropriate times before work is covered.

2.0 PART 2 PRODUCTS

Select Site Material for backfill of trenches

3.0 PART 3 EXECUTION

3.1 MATERIALS

- A. Structure excavation shall consist of the removal of material for the construction of foundations, retaining walls, headwalls, culverts, or other structures, and other excavation designated on plans as structure excavation.
- B. Structure excavation and structure backfill shall include furnishing all materials and equipment; the construction or installation of all cofferdams and other facilities which may be necessary to perform the excavations and to place and compact the backfill; and the removal of such facilities, except where they are required to remain in place.

3.2 NOT USED

3.3 STRUCTURE BACKFILL

- A. Structure backfill shall not be placed until the structure has been approved by the Engineer and approved for backfilling, in accordance with Section 300-3.5.1 of the Standard Specifications for public works construction latest edition. Material used for structure backfill shall have a sand equivalent of not less than 20 and shall have the following grading requirements:

<u>Sieve Size</u>	<u>Percentage Passing</u>
4"	100
No. 4	35-100
No. 30	20 -00

- B. Structure backfilling shall be placed in accordance with Subsection 300-4.5 and mechanically compacted to a minimum relative compaction of 90 percent.

3.4 NOT USED

3.5 UNCLASSIFIED EXCAVATION

- A. Unclassified excavation shall consist of all excavation, including roadways, unless separately designated.
1. Material unsuitable for planned use shall be excavated and disposed of as directed by the Landscape Architect or City representative.
 2. The removal and disposal of such unsuitable material will be paid for as unclassified excavation for the quantities involved if the removal of such material is shown on the plans.
 3. If required excavated material is unsatisfactory for the specified use on the project solely because of high moisture content, the Contractor may be directed by the Landscape Architect or City representative, to either process the material, or to remove the material and replace it with suitable material. If the high moisture content is not the result of any action on the part of the Contractor, the work shall be paid in accordance with Section 01019.
- B. Selected Materials
1. Selected materials encountered in excavation right-of-ways, shall be used as indicated on plans, or as directed by the Landscape Architect and City representative.
 2. Topsoil excavated within the limits of the project may be considered as selected material only for the purpose of backfilling areas to be planted.

3.6 UNCLASSIFIED FILL

- A. Unclassified fill shall consist of all fill unless separately designated. Construction of unclassified fill including preparing the area on which fill is to be placed, and the depositing, conditioning, and compacting of fill material.
1. Rocks, broken concrete, or other solid materials, which are larger than 3 inches shall not be placed in fill areas.

2. Clods or hard lumps of earth larger than 6 inches shall be broken up before compacting the material in fill. The location and depth of placement in the fill and method to be used shall be subject to the approval of the Engineer.

3.7 PREPARATION OF FILL AREAS

- A. Areas over which fills are to be placed shall first be cleared and grubbed in accordance with Section 02110. Areas shall then be scarified to provide a bond between the existing ground and the material to be deposited thereon.
- B. Brick rubble, broken asphalt pavement, and broken concrete originating from the project shall be disposed of at the Contractor's expense off the work site.
- C. Place fill material in horizontal layers of depths compatible to the material being placed and the type of equipment being used.
- D. At time of compaction, the moisture content of fill materials shall be such that the specified relative compaction will be obtained and the fill will be firm, hard and unyielding.
- E. Each layer of earth fill shall be compacted by approved tamping or sheepfoot rollers, pneumatic-tired rollers, or other mechanical means acceptable to the Architect.
- F. Unless otherwise specified, each layer of earth fill shall be compacted to a relative density of at least 90 percent.

3.8 NOT USED

3.9 CLEANING

- A. Roadways and adjacent areas left in a clean, neat and finished appearance as follows: As per Section 101710 Cleaning.

4.0 PART 4 METHOD OF PAYMENT

Unless otherwise provided in the specifications of the bid, no payment will be made for structure excavation or backfill. The cost thereof shall be considered as included in the price bid for the construction or installation of the items to which such excavation or backfill is incidental or appurtenant.

Full completion for furnishing all labor, materials, tools and equipment and doing all the work involved in unclassified construction, in accordance with Section 300-2 of the Standard Specifications for Public Works Construction.

All costs involved in backfilling and grading shall be included in the prices bid for the applicable items or earthwork.

END OF SECTION

SITE UTILITIES

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Plans, as specified and as necessary to complete the contract, including but not limited to these major items:

1.2 RELATED WORK

Section	02210	Earthwork & Grading
Section	02750	Irrigation System
		Electrical specifications within project plan set

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are familiar with specified requirements and methods necessary for the proper execution of the work of this section.

2.0 PART 2 PRODUCTS

2.1 MATERIALS

- A. Potable Water Line: All potable water lines downstream of water meter, shall be Schedule 40 PVC pipe with Schedule 40 PVC fittings. Size and type of pipe as per plan. Place plastic tape, imprinted with "POTABLE WATER" over all lines, or use PVC piping with factory stencil imprinted on pipe 'POTABLE WATER.'

3.0 PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work.

3.2 POTABLE WATER

- A. All PVC potable water lines shall be installed as shown on project drawings. The pipe shall have full bearing upon the bottom of the pipe throughout its length.

4.0 PART 4 METHOD OF PAYMENT

- A. Payment for all work specified under this section shall be paid at the respective contract lump sum price or unit price as indicated and shall include all costs for installation, labor, materials, equipment, taxes, transportation costs and incidentals to accomplish the work as indicated in these Contract Documents and no additional compensation will be allowed.

END OF SECTION

IRRIGATION SYSTEM1. PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction, Latest Edition.

1.1 SECTION INCLUDES

A. Furnish materials, equipment and perform labor required to execute this work as indicated on the drawings, as specified and as necessary to complete the contract, including but not limited to these major items:

1. Provide product submittals
2. Irrigation control valves, master valve and control wires
3. Lateral lines and irrigation heads
4. Quick coupling valves & pipe
5. Backfill and compact all trenching
6. Provide for irrigation cover test
7. Provide 1 year guarantee
8. Provide "as-built" drawings

1.2 SUBMITTALS

A. Material List:

1. Contractor shall submit within fifteen (15) days of award of contract, a complete materials list for approval by the City prior to performing any work. Catalog data and full descriptive literature must be submitted whenever the substitution of items different than those specified is proposed. Notarized certificate must be submitted by plastic pipe and fitting manufacturer indicating that material complies with specifications, unless the piping material has been previously approved.
2. Material list shall be submitted using the following format:

<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model No.</u>
1.	Pressure Supply Line	Lasco	Sch. 40
2.	Lawn Head	Rainbird	#1804
3.	etc.	etc.	etc.

B. "Record" Prints:

1. Record accurately on one set of blue-line prints all changes in the work constituting departures from the original contract drawings, including changes in pressure and non-pressure line locations, sprinklers and valves.
2. These prints shall be available on-site at all times and shall be reviewed by the Owner prior to work being covered.

3. The changes and dimensions shall be recorded in a legible and workmanlike manner to the satisfaction of the Owner and Landscape Architect prior to final inspection of work, submit record prints to Landscape Architect for approval. Final product must be draftsmen quality, Contractor shall provide (2) bond prints of all "as-built" information.
4. Dimension from two permanent points of reference (buildings, monuments, sidewalks, curbs, pavement, etc.) Data to be shown on record prints shall be recorded day-to-day as the project is being installed.
5. Show locations and depths of the following items:
 - a. Point of connection
 - b. Routing of new sprinkler pressure lines (dimension maximum 100 feet along routing)
 - c. Gate valves
 - d. Sprinkler control valves
 - e. Quick coupling valves
 - h. Routing of control wires
 - i. Irrigation heads
 - j. Related equipment (as may be directed)
6. Record stationing of all valves operated by the control system

1.3 INSPECTIONS

A. Inspections will be required for:

1. Pressure test of irrigation main line
2. Coverage test/System layout
3. Final inspection/start of maintenance
4. Final acceptance

B. Inspection Requests:

1. Contractor shall notify the Landscape Architect and Owner's Representative 48 hours in advance for requesting all inspection as follows:
 - a. Pressure supply line installation and testing - 36 hours (1-1/2 working days)
 - b. Coverage tests/System layout - 36 hours (1-1/2 working days)
 - c. Final Inspection - 48 hours (two working days)
2. No inspection will commence without "record" prints. In the event the Contractor calls for an inspection without up to date "record" prints, without completing previously noted corrections, or without preparing the system for inspection, the inspection will be canceled and the Contractor back charged for the direct costs of all Owner personnel time and Consultant time lost.

C. Closing in uninspected work:

1. Do not allow or cause any of the work of this section to be covered up or enclosed until it has been inspected, tested and approved by the Landscape Architect.

D. Coverage test:

1. When the sprinkler system is completed, Contractor shall perform a coverage test in the presence of the Landscape Architect (and Water District if necessary), to determine if the water coverage for planting areas is complete and adequate. This test must be accepted by the Landscape Architect before planting can commence.

E. Hydrostatic test:

1. Prior to the installation of any valves, all pressure lines shall be tested under a hydrostatic pressure of one-hundred-fifty (150) PSI for a period of not less than two hours, with all ends of lines capped and the line fully charged with water after all air has been expelled from the line.
2. All hydrostatic test shall be made in the presence of the Landscape Architect. No pressure line shall be backfilled until it has been inspected, tested, approved in writing, and the mainline and valve locations have been noted on the "as-built" record drawings.
3. Contractor shall furnish necessary hydrostatic force pump and all other test equipment.

1.4 TURNOVER ITEMS

A. As-Built Drawings:

1. As-Built Drawings must be approved by the Landscape Architect prior to acceptance of project.
2. The Contractor shall provide the Owner with one (1) mylar and two (2) blueprints of all as-built information at no extra cost. Contractor shall also provide the Owner with three (3) sets of laminated color-coded, clean, readable, zone charts for the irrigation systems, at no extra cost. Final products must be draftsman quality.

B. Operation and Maintenance Manuals:

1. Within ten (10) calendar days after substantial completion, prepare and deliver to the Landscape Architect all required descriptive materials, properly prepared in two (2) individually bound copies of the operation and maintenance manual. The manual shall describe the material installed and shall be in sufficient detail to permit operating personnel to identify, operate, and maintain all equipment. Spare parts lists and related manufacturer's information shall be included for each equipment item installed. Each complete, bound manual shall include the following information:
 - a. Index sheet stating Contractor's address and telephone number, including names and addresses and telephone numbers of local manufacturer's representatives.
 - b. Complete operating and maintenance instructions on each of the following pieces of equipment:
 - (1) Control system components.
 - (2) Remote control valves.

C. Materials to be furnished:

1. Supply as part of this contract the following items:
 - a. Two (2) each, or, four Percent (4%) (whichever is greater), of each type and spray pattern of sprinkler heads installed.
 - b. Two (2) wrenches for disassembly and adjustment of each type sprinkler head installed.
 - c. Two (2) couplers with a 1 inch bronze hose bib, bent nose type with hand wheel and two coupler keys.
 - d. One (1) valve box cover key.
 - e. "As-built" record drawings.

D. The above items shall be turned over to the Owner at the conclusion of the project - final inspection.

1.6 GUARANTEE

A. General:

1. The entire sprinkler system, including all work done under this contract, shall be guaranteed against all defects and fault of material and workmanship for a period of one (1) year following the filing of the Notice of Completion. All materials used shall carry a manufacturer's guarantee of one (1) year. Control equipment shall carry an installer's warranty of five (5) years.
2. Should any problem with the irrigation or control system be discovered within the guarantee period, it shall be corrected by the Contractor or installer at no additional expense to the Owner within seventy-two (72) hours of receipt of written notice from the Owner. When the nature of the repairs as determined by the Owner constitute an emergency (e.g. broken pressure line) the Owner may proceed to make repairs at the Contractor's/Installer's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the Owner by the Contractor/Installer, all at no additional cost to the Owner.

B. Form of Guarantee:

1. Guarantee/Warranty shall be submitted on Contractor's/Installers own letterhead as follows:

GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the sprinkler irrigation control system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear and unusual abuse, or neglect excepted, and that the work, materials, and equipment as installed will fulfill the requirements of the guarantee included in the specifications. We agree to repair or replace any or all of our work together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or materials within a period of one year, five years

for the control system from the date of final acceptance of the above named project by the Owner. We shall make such repairs or replacements within seventy-two hours following written notification by the Owner.

When the immediate repair or replacement of the work is necessary to ensure the public safety and welfare, which would be endangered by continued usage of the facility, such circumstance will be deemed an operational emergency. In the event of such an emergency after the Owner contacts our firm and after authorizing twenty-four hours to initiate repairs, if we fail to initiate and diligently complete such repairs in a timely manner, the Director may direct Owner forces to perform such functions as he may deem necessary to correct the work and immediately place the facility back in operational condition. If such procedure is implemented, we shall bear all expenses incurred by the Owner. In all cases, the judgment of the Director shall be final in determining whether an operational emergency exists. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from the Owner (other than an operational emergency), we authorize the Owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT: _____

SIGNED: _____

LOCATION: _____

ADDRESS: _____

PHONE: _____

After the system has been completed and fully programmed, the Control System Installer shall instruct minimum of three (3) Owner Representatives in the operation and maintenance of the system to the satisfaction of the department and shall furnish a complete set of operating instructions.

Any settling of trenches which may occur during the one-year period following acceptance shall be repaired to the Owner's satisfaction by the Contractor without any additional expense to the Owner. Repairs shall include the complete restoration of all damage to planting, paving or other improvements of any kind as a result of the work.

2. PART 2 PRODUCTS

2.1 GENERAL

- A. All materials shall conform with Section 212 of the Standard Specification except as modified herein.

2.2 PIPE AND FITTINGS

A. Pipe - General:

1. Pressure supply lines two (2) inches in diameter and up to eight (8) inches in diameter shall be Class 315 solvent weld PVC with Sch. 40 PVC fittings.
2. Pressure supply lines 1-1/2 inches in diameter and smaller shall be minimum schedule 40 PVC with Sch. 40 PVC fittings.
3. Non-pressure lines shall be minimum Sch. 40 PVC with Sch. 40 PVC fittings.

B. Steel Pipe:

1. Amend Standard Specifications Section 212-2.1.2 to read: "All steel pipe shall be hot-dipped galvanized,...", and add: "All fittings for steel pipe shall be 250 pound rated galvanized malleable iron, banded pattern. Pipe sizes indicated on the drawings are nominal inside diameter, unless otherwise noted."

C. Plastic Pipe:

1. Add the following to Standard Specifications Section 212-2.1.3: All plastic pipe shall bear the following markings: manufacturer's name, nominal pipe size, schedule or class, type of material, pressure rating in PSI, NSF seal of approval, and date of extrusion.
2. Amend Standard Specification Section 212-2.1.3 to read: All plastic pipe fittings shall be standard weight schedule 40 and shall be injection molded of an improved PVC fitting compound. All threaded plastic fittings shall have injection molded threads. No cut threads will be accepted on PVC pipe and fittings. All tees and ells shall be manufactured in injection molds that are side gated. All threaded nipples shall be standard weight schedule 80 with molded threads.

2.3 VALVES

A. Remote Control Valves and Master Valve:

1. Add the following to Standard Specifications Section 212-2.2.4: Valves shall be spring-loaded, self-cleaning, packless diaphragm activated, of a normally closed type.
2. Valve solenoid shall be corrosion-proof and constructed of stainless steel molded in epoxy to form one integral unite, and shall be 24 volt A.C., 2.0 watt maximum (2" and smaller valves).
3. Valve shall close against flow without chatter and with minimum closing surge pressure (minimum 5 seconds closing time per valve).

B. Quick-Coupling Valves:

1. Add the following to Standard Specifications Section 212-2.2.6: Quick coupling valves shall have locking rubber cover and shall be 1" in size.

C. Pressure reducing valve shall be Bronze in material and as shown on the plans.

D. Gate Valves:

1. All gate valves shall be capable of withstanding a minimum working pressure of not less than 150 PSI.

E. Valve Boxes:

1. Add the following to Standard Specifications Section 212-2.2.7: All remote control valve boxes shall be rectangular plastic boxes with non-hinged locking plastic covers. Valve boxes will be branded/embossed with controller and valve circuit number on lid with two (2) inch high letters. Gate valve boxes shall be round plastic boxes with non-hinged locking plastic covers marked either "Gate Valve" or "G.V." with letters branded or embossed on the cover with two (2) inch high letters.

2.4 NOT USED

2.5 ELECTRICAL MATERIALS

A. Conduit:

1. Amend Standard Specifications Section 212-3.2.1 to read: Conduit below paving shall be schedule 40 PVC of sufficient size to carry all proposed wiring. Wiring shall be in a separate sleeve.

B. Wire:

1. Add the following to Standard Specifications Section 212-3.2.2: All common wire shall be white with a colored stripe. Stripe color shall be different for each controller installed. All control wire shall be of one color other than white or green. A different color control wire shall be used for each valve installed.

C. Electrical Service:

1. Materials for electrical service shall comply with the standard specifications, governing utility agency standards, and requirements of all applicable codes.

2.6 NOT USED

2.7 IRRIGATION HEADS

- A. All irrigation heads shall be as shown on the plans and shall conform with Section 212 of the Standard Specifications.

2.8 SPRINKLER RISERS

- A. All pop-up sprinklers shall have an adjustable riser assembly (triple swing joint).

3. PART 3 EXECUTION

3.1 GENERAL

- A. All work shall conform with Section 308 of the Standard Specifications except as modified herein. No work of this section other than sleeving under pavement shall commence prior to the completion and acceptance of all grading work.
- B. Add the following to Standard Specifications Section 308-5.1:
 - 1. Irrigation System Design and Water Supply:
 - a. The irrigation system design is based upon a minimum available water pressure of 80 PSI. at the water meter and a flow rate of 25 g.p.m. Individual stations are designed to this minimum PSI. The system is also designed to withstand a maximum pressure of 120 PSI. Contractor shall verify the existing working water pressure at the water supply location shown on the drawings prior to starting construction. The Contractor shall notify the Owner in writing of any discrepancies noted. Failure to provide such written notification may result in the Contractor being required to provide for modifications to the irrigation system as necessary to achieve a fully operational system providing 100% coverage at the operating pressure available, all at no additional cost to the Owner.
 - b. Connections to or the installation of the water supply shall be at the locations shown on the drawings. Minor changes caused by actual site conditions shall be made at no additional cost to the Owner.
- C. Electrical Service:
 - 1. Existing to controller. Hook up required to existing controller for new remote control valves.
- D. Code Requirements:
 - 1. Prior to all work of this section, verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.
 - 2. In the event any equipment or methods indicated on the drawings or in specifications is in conflict with local codes, immediately notify the inspector prior to installing. If this notification is not provided, the Contractor shall assume full responsibility for the cost of all revisions necessary to comply with code.
- E. Coordination with work of other trades: Make all necessary measurements in the field to ensure precise fit of items in accordance the original design. Contractor shall coordinate the installation of all irrigation materials with all other work. Special attention shall be given to coordination of piping locations versus tree and shrub locations and sleeve locations versus pavement installation to avoid conflicts.
- F. Contractor shall maintain record drawing blueprint on site at all times. Upon completion of work, transfer all as-built information on changes and dimensions to reproducible mylar. Final product must be draftsman quality, to the satisfaction of the City.

3.2 TRENCHING AND BACKFILLING

A. Trenching: (refer to City Guidelines and Specifications for Landscape Development)

1. Add the following to Standard Specifications Section 308-2.2: Dig trenches and support pipe continuously on bottom of ditch. Where lines occur under paved areas, depth dimensions shall be considered below subgrade.
2. Amend Standard Specifications Section 308-2.2.2 to read: Water lines continuously pressurized - minimum 18 inches, maximum 24 inches. (These measurements are to be from subgrade elevation for piping under pavement.)
3. Amend Standard Specifications Section 308-2.2, paragraph 3) to read: Lateral Sprinkler lines - minimum 12 inches and maximum 16 inches.
4. Add the following to Standard Specifications Section 308-2.2: Where it is necessary to excavate adjacent to existing trees, the Contractor shall avoid injury to trees and tree roots. Excavation in areas where two (2) inch and larger roots occur shall be done by hand. All roots two (2) inches and larger in diameter shall be tunneled under and shall be heavily wrapped with wet burlap to prevent scarring or drying. Where trenching machine is run close to trees having roots smaller than two (2) inches in diameter, the wall of the trench adjacent to the tree shall be hand trimmed, making a clean cut through the roots. Roots one (1) inch and larger in diameter shall be painted with two coats (2) of tree seal or approved equal. Trenches adjacent to trees shall be closed within twenty-four (24) hours.
5. Permanent Resurfacing: Add the following to Standard Specifications Section 308-5.1: All surface improvements damaged or removed as a result of the Contractor's operations shall be reconstructed by the Contractor to the same dimensions, except for pavement thickness, and with the same type materials used in the original work. Trench resurfacing shall be one (1) inch greater in thickness than existing pavement. Concrete pavement shall be removed and replaced in "full panels" with no horizontal dimension less than five (5) feet. Contractor shall review the planned limits and lines of concrete removal replacement with the City prior to sawcutting for removal work.

B. Backfill:

1. Amend Standard Specifications Section 308-2.2 to read: Backfill shall be uniformly tamped in 4-inch layers under and around the pipe for the full width of the trench and the full length of the pipe. Materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to dry density equal to adjacent undisturbed soil and shall conform to adjacent grades.
2. Flooding in lieu of tamping is not allowed without specific prior written approval of the Soils Engineer and the Landscape Architect.
3. Under no circumstances shall the wheels of any vehicle not designed for the purpose of soils compaction be used to compact backfill.

3.3 PIPE INSTALLATION

A. General: Add the following to Standard Specifications Section 308-5.2.1:

1. Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. However, no hydraulic driving is permitted under asphaltic concrete pavement.
2. Cutting or breaking of existing pavement is not permitted except as approved by the Owner. When approved, all necessary repairs and replacements will be made at no additional cost to the Owner.
3. Carefully inspect all pipe and fittings before installation, removing all dirt, scale and burrs and reaming; install pipe with all markings up for visual inspection and verification.
4. Contractor shall install concrete thrust blocking per the manufacturer's recommendations at all changes of direction and terminal points of pressure pipe.
5. Parallel lines shall not be installed directly over one another. Provide a minimum of 12" horizontal separation for all parallel lines.
6. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope on all threaded plastic-to-metal connections, except where noted otherwise.
7. All piping under pavement shall be sleeved using schedule 40 PVC sleeves. Each line shall be separately sleeved.
8. Do not install multiple assemblies ("manifold") on plastic lines. Provide each equipment assembly (e.g. RCV, quick coupler, ball valves, head, backflow device) with its own connection to its service line.

B. Plastic Pipe: Add the following to Standard Specifications Section 308-5.2.3:

1. Exercise care in handling, loading, unloading and storing plastic pipe and fittings, store plastic pipe and fittings under cover until ready to install; transport plastic pipe on a vehicle with a bed long enough to allow pipe to lay flat, avoid undue bending and any concentrated external load.
2. 360° applicators shall be used to apply primer and solvent on pipe sizes 2-1/2 inches and larger.

3.4 NOT USED

3.5 VALVE AND VALVE BOX INSTALLATION

- A. Amend Standard Specifications Section 308-5.3 to read: Valves shall be the same size as the pipeline in which they are installed unless otherwise specified on plans. Valves shall be installed a minimum of three feet in horizontal distance apart, each with its own connection to the pressure main line.
- B. Add the following to Standard Specifications Section 308-5.3: Valves shall be installed in shrub areas whenever possible.
- C. All irrigation valve boxes shall have station and controller numbers branded/embossed on lids.

3.6 SPRINKLER HEAD INSTALLATION

- A. Amend Standard Specifications Section 308-5.4.1 to read: Sprinkler heads shall be installed as designated on the drawings and per provided details. Upon coverage testing of the system, if 100% coverage is not afforded by the system as designed, additional heads shall be added as necessary to achieve 100% coverage. Up to 5% of the total number of heads in the system are to be added at no additional cost to the Owner. If a greater number of heads is needed, cost should be as negotiated by change order.

3.7 COMPLETION CLEANING

- A. Add the following to Standard Specifications Section 308: Upon completion of the work, Contractor shall smooth all ground surfaces, remove excess materials, rubbish, debris, etc., sweep adjacent streets, curbs, gutters, walkways and trails, and remove construction equipment from the premises.

3.8 IRRIGATION SYSTEM MAINTENANCE

- A. Due to the nature of the project, it will be necessary for the successful Contractor to coordinate with the existing maintenance Contractor when programming shared existing controllers.
- B. Concurrent with the thirty (30) calendar day landscape establishment period and the sixty (60) calendar day landscape maintenance period, the irrigation system shall be kept in operational and good working order.
- C. The following conditions shall be met during the thirty (30) calendar day landscape establishment and the sixty (60) day landscape maintenance period.
 - 1. Maintain the complete irrigation system in an operable and appropriate manner.
 - 2. Repair and adjust all sprinkler heads to maintain proper coverage, including adjusting heads to proper height.
 - 3. Adjust water application to compensate for changes in weather, and be responsible for damages occurring due to underwatering and due to overwatering.
 - 4. Make replacements with new material identical to the original.
 - 5. Where equipment damage is a result of negligence of the Contractor, replace within one watering period.
 - 6. Where equipment damage is not result of negligence of the Contractor, report the damage promptly to the Owner's maintenance personnel, with an estimate of costs for repairs.
 - 7. Operationally check all systems at least once each week.
 - 8. Except as otherwise approved by the Owner's maintenance personnel, irrigate between 10:00 P.M. and 6:00 A.M. only.

END OF SECTION

SECTION 02760

SITE FURNISHINGS

1. PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Project Drawings, as specified and as necessary to complete the contract, including but not limited to these major items:

1. To Be determined

1.2 RELATED WORK

Section	01340	Submittals
Section	01630	Substitutions
Section	03100	Concrete Formwork
Section	03200	Concrete Reinforcement
Section	03300	Cast-In-Place Concrete

1.3 REQUIREMENTS AND SUBMITTALS

- A. Comply with the provisions of Section 01340.

1. Contractor shall submit to the Landscape Architect, prior to purchase, four (4) copies of complete Materials List proposed to be provided in this Section;
2. Contractor shall submit to the Landscape Architect, prior to purchase, four (4) copies of manufacturer's product specifications and other data needed to prove compliance with the specified requirements.
3. Contractor shall submit to the Landscape Architect, four (4) copies of manufacturer's recommended installation procedures which, when approved by the Landscape Architect will become the basis for accepting or rejecting actual installation procedures used on the work.
4. Guarantee and Liability Insurance: Manufacturer shall guarantee all materials and workmanship for a period of one (1) year, exclusive of vandalism. Manufacturer will be required to provide product liability insurance coverage in the minimum amounts of one million (\$1,000,000) dollars.
5. The manufacturer will be required to provide complete installation drawings including specifications and a replacement parts list for all products.
6. Contractor shall provide a written guarantee on his firm's letterhead for all materials and workmanship for a period of one (1) year exclusive of vandalism. Written guarantee shall be

submitted to the Landscape Architect, at the final inspection prior to final acceptance of the work.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Comply with the provisions of 01620.
- B. Contractor assumes all responsibility for storage of all materials relative to this project,
- C. Owner assumes no liability for losses or damages from any cause as a result of such storage. Contractor should allow at least 6-8 weeks delivery time for all Site Furnishing items.

1.5 LOCATION INSPECTION

- A. No equipment, apparatus or foundations for same shall be placed until location stakes have been inspected and accepted by the Landscape Architect.

2. PART 2 PRODUCTS

MATERIALS (See Plans)

SPLASH PAD

PART 1 GENERAL

1.1 SUMMARY OF SCOPE

- A. Contractor shall furnish all labor, materials, and equipment to perform all operations necessary for the completion of the fully automated, interactive Splashpad system for users of all ages. System includes spray features, water management system, and all other required items as needed. Splashpad is to be completed as shown in these specifications and on the drawings. This includes, but is not limited to all excavation, concrete footings, any required backfill, hardware, fittings, nozzles, piping, wiring, accessories, splashpad water management system, and finishes as required in accordance with the project plans and specifications. City of Torrance will provide the manufacturer's Splash Pad equipment to contractor.

1.2 SUBMITTALS

- A. Substitutions must be approved a minimum of ten (10) working days before the bid. All approved manufacturers and products shall be notified in writing before the bid date and shall not be allowed to bid without written notification.
- A. PRODUCT SUBMITTALS
 - 1) Provide five (5) sets of the following for specified products:
 - (a) Product cuts sheets
 - (b) Product installation drawings
 - (c) Color Charts
- B. MANUFACTURER SUBMITTALS
 - 1) Provide manufacturer letter documenting compliance with Section 1.5 B.
- C. LOCAL REPRESENTATIVE SUBMITTALS

- 1) Provide local representative letter documenting compliance with Section 1.5 C.

D. INSTALLER SUBMITTALS

- 1) Written documentation and references demonstrating installers' certifications and/or experience to meet requirements of section 1.5 D.

E. CLOSEOUT SUBMITTALS

- 1) Comply with all items for project closeout.
 - (a) Provide complete manufacturer provided tool set for splashpad - one (1) set in toolbox.
 - (b) Provide one (1) set of printed manufacturer provided maintenance and operational materials in a three ring binder.
 - (c) Provide CD with maintenance and operational documents in PDF format.
 - (d) Provide DVD with detailed videos for complete start up instructions of the splashpad.

1.3 SUBSTITUTIONS

- A. None

1.4 QUALITY ASSURANCE

A. Contractor Requirement

- 1) It shall be the obligation of the Contractor to insure that all criteria are satisfied and the burden of proof of performance shall rest with the Contractor. The Owner will require complete calculations, past performance records, and if required, inspection trips to similar facilities to substantiate conformance with these criteria. The Owner shall be the sole judge of conformance and the Contractor is cautioned that he will be required to bid and provide a finished product meeting all stated criteria at no additional cost to the Owner.

B. Installers Requirement

- 1) Installer must be a manufacturer certified **OR** have installed at least three (3) splashpads of similar size and scope in the past five (5) years

A. Unloading, Storage and Protection

- 1) Use proper lifting equipment so as not to damage products during unloading.
- 1) Protect all materials from abrasion and corrosion during storage, installation and assembly.

- 2) Do not remove protective wrapping from splashpad features until after the concrete is poured.

C. Product Inspections

- 1) Note and photograph any damage noticed during unloading and document on bill of lading with the truck driver at time of delivery.
- 2) Inspect all delivered items and report any shortages or damage to the manufacturer in writing within 24 hours of delivery.

1.5 WARRANTY

- 1) A 25 Year Warranty on stainless steel Play Events/Products, stainless steel anchoring systems and aluminum spheres.
- 2) A 10 Year Warranty on the reinforced fiberglass skid, sand filter fiberglass tank and cartridge filter fiberglass tank.
- 3) A 5 Year Warranty on brass components including; spray nozzles, spray caps and spray heads. High-density polyethylene components, polyurethane components, and ultra high molecular weight polyethylene components. The Subterranean vault (enclosure and access hatches), stainless steel automated water distribution manifold, drain boxes, strainers, electrical enclosures, and chemical controllers.
- 4) A 2 Year Warranty on color coatings, stainless steel hardware & moving parts, fiberglass products, Seeflow Polymers, Soft Touch Elastomers (Toe Guards), water containments systems, circulation pumps, chemical injection pumps, chlorinator systems, acid feed systems, polyvinyl chloride (PVC); piping, fittings, ball valves, check valves, cartridge elements, pressure gauges, chemical sensing probes, motor starters, electrical relays, terminal blocks, actuated valves, programmable logic controller (PLC controller), time switches, manual switches, transformers, breakers, electrical wiring and connections.
- 5) All warranties are to be managed directly by the equipment supplier.
- 6) Labor for any warranty replacement parts will be included by manufacturer, at no charge, for one (1) year from the date of start up.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Vortex Aquatic Structures or equal. Vortex products were used as the minimum basis for design for experience, materials, connection and anchoring methods, aesthetics, colors and operation.

Available from Vortex Western Sales and Support
(866) 886-7839, jspence@vortex-intl.com

- 1) All play products shall have electrical grounding studs incorporated into their associated anchoring equipment. All play products shall be grounded by the installer per local codes if required.

- 2) All installation conduit, wiring including electrical supply panel, PVC connections, piping, elbows, tees, play product assembly if required and other items relating to the installation shall be supplied by the general contractor.
- 3) Product drawings and installation manuals shall be supplied by the manufacturer for ease of installation.

PART 3 EXECUTION

3.1 INSTALLATION

- A. The splashpad installation shall be as indicated on the drawings, and in accordance with the splashpad manufacturers recommendation and local codes as reviewed and approved by the owner.

3.2 TESTING

- A. All splashpad features shall be water pressure tested before backfilling and pouring of concrete slabs. Lines should be tested at 50 PSI. Pressure test shall last at least 4 hours. Pressure test shall not occur until at least 4 hours (or more if conditions require) after the final pipe is glued.
- B. Contractor shall test all drainage and spray systems to make sure they operate per the plans and specifications. There should be no ponding of water on the surface of the splashpad.

3.3 CLEANING

- A. Contractor shall ensure all drains, tanks, lines, nozzles, valves and other plumbing related items and free and clear of all debris, PVC shavings, dirt and other contaminants prior to starting up the splashpad. Remove ALL nozzles before flushing the system.
- B. Contractor shall ensure the entire concrete pad is clean of all dirt and debris prior to starting the splashpad.

3.4 SPLASHPAD START UP

- A. Splashpad shall be started up and flows adjusted by a manufacturer employed technician. Contractor should contact manufacturer at least ten (10) days prior to start up date to schedule the start up and shall have completed the manufacturer pre-start up checklist before the start up technician arrives. Failure to have the pre start up list completed or any other delays will be billed by the manufacturer and may cause delays. Local sales reps will not be accepted for start-ups. Technician will submit start up report to manufacturer to validate warranties. Failure to receive this report may invalidate warranties.

3.5 SPLASHPAD TRAINING

- A. Owners shall be trained by manufacturer employee. Contractor should contact manufacturer at least ten (10) days prior to training date. Splashpad should be fully operational before

training starts.

3.6 Completion

- A. Prior to final acceptance, Contractor shall demonstrate to Owner that the entire splashpad solution operates as designed as per the design intent. The solution includes controls, valves, flow volumes, and drainage systems.
- B. Contractor shall turnover all manufacturer supplied tools, drawings, operations manuals that were provided.

3. PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work.
- B. Contractor shall stake/mark locations for all slabs and foundations and shall obtain approval of locations from Landscape Architect, prior to commencing any digging.
- C. Locations shall be adjusted to provide minimum clear distances required from all edges of slabs, trees, irrigation heads and/or other obstructions.

3.2 INSTALLATION

- A. Install all site furnishing materials per project plans, details and manufacturer recommendations.
- B. All fasteners shall be either deformed or tack welded together to prevent unauthorized removal of the fasteners. Paint with Galvalloy after deformation/welding.
- C. All concrete work shall conform with the Standard Specifications for Public Works Construction, Latest Edition.
- D. Contractor shall obtain the approval of all forming from the Landscape Architect, prior to pouring any concrete slabs. Foundation holes shall be inspected and approved by the Landscape Architect, prior to pouring of concrete.

3.3 STEEL FABRICATION & WELDING

- A. All steel members shall be thoroughly hand cleaned and solvent cleaned to remove all rust, scale, oil, grass and foreign materials prior to welding.

- B. All welds shall be continuous fillet welds along all abutting surfaces.
- C. Touch-up after welding with Galvalloy paint.

3.4 CLEAN-UP

- A. Comply with provisions of Section 01710.
- B. Contractor shall clean up and legally dispose of all unused materials, excess soil and debris at regular intervals throughout the duration of the work and/or as directed by the Landscape Architect.

END OF SECTION

SECTION 02800

LANDSCAPING

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Project Plans, as specified and as necessary to complete the contract, including but not limited to these major items:

1. Soil Testing, Planting And Maintenance Approvals.
2. Soil Preparation.
3. Application Of Fertilizers, Wood Shavings And Plant Tablets, Etc.
4. Finish Grading And Fine Grading.
5. Watering.
6. Planting Of Trees, Shrubs & Ground Cover.
7. Staking Of Trees.
8. Plant Establishment Period (30 Days).
9. Landscape Maintenance Period (60 Days).

1.2 RELATED WORK

Section	01340	Submittals
Section	01620	Storage and Protection
Section	02210	Earthwork and Grading
Section	02750	Irrigation System

1.3 APPROVALS

- A. All irrigation system work shall be inspected and approved by the Landscape Architect, prior to start of any work in this section.
- B. An Agricultural Soil Suitability Report for all planting areas shall be furnished by the Contractor after completion of finish grading and prior to start of soil preparation work. The requirements for fertilization and amendments as specified herein, may be modified as necessary by the Landscape Architect prior to start of work in this section.
- C. Contractor to submit seven (7) copies of seed mix specifications from supplier to Landscape Architect prior to purchase.
1. Provide certification of application to Landscape Architect.
- D. The Contractor shall obtain fine grading approval of the Landscape Architect prior to sod installation.

- E. Written certification required which are to be submitted to the Landscape Architect upon delivery to the job site include:
 - 1. Quantity of Commercial Fertilizers, by type.
 - 2. Quantity of Soil Amendments and Conditions, by type.
 - 3. Quantity of Seed, by type.
 - 4. Quantity of Mulch, by type.
 - 5. Quantity of Fertilizer, by type.
 - 6. Quantity of Plant Material, by type.

1.4 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.5 PRODUCT HANDLING AND STORAGE

- A. Deliver materials to the job site in original unopened containers bearing manufacturer's name and product designation. All shrubs and trees shall be tagged by Nursery and have tags in-place upon delivery to site.
- B. Store materials in accordance with manufacturer's printed instructions and Section 01620. Store all plant and soil preparation materials out of construction area. Plant material must be continuously cared for by the Contractor upon delivery to site and until final acceptance of the project.

1.6 GUARANTEE

- A. All trees, shrubs, vines and ground cover shall be guaranteed from date of final acceptance of project for the following periods of time.

Trees and Shrubs 18" Box and larger	1 year
Trees and Shrubs 15 Gallon and larger	90 days
Ground Cover	90 days
Bedding Plants.....	90 days

- B. Replace all plants, that in the opinion of the Landscape Architect are either dead, dying or in an unacceptable condition at any time during the life of the Contract and guarantee period. Newly installed replacement plants shall carry the same guarantee period as defined in paragraph A from date of replacement planting.

2.0 PART 2 PRODUCTS

2.1 MATERIALS

- A. All plant material shall meet requirements of the Standard Specifications for Public Works Construction, Latest Edition, Section 212-1.4 except as modified herein, plant material described in quantity, size and type on project plans.

2.2 SOIL

- A. On site soil or import Type A topsoil.

2.3 SOIL AMENDMENTS

(Quantities shown on Plans are for bid purposes only. The Contractor shall install soil amendments as specified by soil test results or designated by Landscape Architect)

- A. Organic Soil Amendment: Ground or processed wood product shall be Type I, as approved by the Landscape Architect and conform to the provisions of the Standard Specifications for Public Works Construction, Latest Edition Section 212-1.2.4.
- B. Commercial Fertilizer: Best Pro-Balance 15-15-15 at 590 lbs per acre. All materials shall comply with Section 212-1.2.3 of the Standard Specifications for Public Works Construction, Latest Edition.
- C. Agricultural Gypsum: Shall conform to Section 212-1.2 of the Standard Specifications for Public Works Construction, Latest Edition.
- D. Planting Tablet: Agriform 21 Gram.

2.4 MAINTENANCE PERIOD

- A. Commercial fertilizer to be Best Pro-Balance 15-15-15 and comply with the Standard Specifications for Public Works Construction, Latest Edition, Section 212-1.2.3. Free flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used.

Shrubs and Ground Cover 7 lbs./1,000 S.F.

3.0 PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work.
- B. Installation shall conform to the requirements of Section 308-4 of the Standard Specifications for Public Works Construction, Latest Edition, except as modified herein.
- C. All weed growth within areas to receive planting shall be removed. all trash and deleterious materials on the surface of the ground shall be removed from the site and legally disposed of.
- D. All areas to be planted in ground cover or shrubs shall have selected herbicide applied to entire area after plantings. Application shall be as recommended by a Certified Pest Control Applicator. Provide certification of application to Landscape Architect.

- E. All flow lines shall be maintained to allow for free flow of surface water. Displaced material which would interfere with drainage shall be removed and placed as directed. Low spots and pockets shall be graded to drain properly.

3.2 PLANTING

- A. All planting areas shall be cultivated until the soil is brought to a loose friable condition to a depth of 6". Remove all rocks and debris and legally disposed of off site.
- B. All areas to receive planting shall be finish graded per Section 308-2.4 of the Standard Specifications for Public Works Construction, Latest Edition. Finish grades shall be so graded that required tolerances are met after settlement at the completion of the project maintenance period.
- C. Evenly distribute soil amendments in all planter areas as indicated on plans. Thoroughly incorporate soil amendments into upper 6" of soil with mechanical tiller. Water all areas thoroughly after Rototilling is complete.
- D. Plants shall be planted where shown on the project plans or as directed by the Landscape Architect.
- E. Plant pits for container plants if specified, shall have vertical sides and shall be of the size noted on the project plans.
- F. Before plants are transported to the planting area, they shall be properly pruned or cut back to reduce damage by wind and to force lateral growth.
- G. No plants shall be transported to the planting area that are not thoroughly wet throughout the ball of earth surrounding the roots. Plants should not be allowed to dry out, nor shall any roots be exposed to the air except during the act of placement.
- H. Any plants that in the opinion of the Landscape Architect are dry, or in a wilted condition when delivered or thereafter, whether in place or not, will not be accepted and shall be replaced at the Contractor's expense.
- I. Backfill material for plant pits shall be a mixture as specified on plans and/or by Agricultural Soil Suitability Test, and conforming to the provisions of the Standard Specifications for Public Works Construction, Latest Edition. The materials shall be thoroughly mixed to the bottom of the pit so they are evenly distributed and without clods or lumps. Backfill shall be so placed in the pits that the plants will be at their natural growing height, backfill material will be level 1" below the surrounding soil after settlement.
- J. Position the plant in the hole and backfill no higher than halfway up the root ball.
- K. Place recommended number of planting tablets evenly around the perimeter of, and immediately adjacent to the root ball, at a depth which is between the middle and the bottom of the root ball. Complete the backfilling, tamp and water.

Install planting tablets as follows:

1 gal. plants	1 tablet
5 gal. plants	3 tablets
15 gal. plants	5 tablets
24" box trees	7 tablets
30" box & larger	7 tablets plus 1 tablet for every 2' above 10' in tree height

3.3 WATERING

- A. Apply water to all plants during operations and thereafter, until acceptance of the work.
- B. Immediately after planting, apply water to each shrub by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots are completely saturated from the bottom of the hole to the top of the ground.
- C. Apply water in sufficient quantities and as often as seasonal conditions require to keep planted areas wet at all times, well below the root system of plants.
- D. All ground cover planting shall be immediately sprinkled to avoid drying out, until the entire planted area is thoroughly watered and soil soaked to the full depth of each plant hole.
- E. Intervals between irrigation (OFF) sequence should be judged by the length of the time mulch remain damp. Once the mulch begins to dry out, the water (ON) sequence should be repeated.

3.5 PLANT ESTABLISHMENT (30 Consecutive Calendar Days)

- A. General:
 - 1. Contractor shall provide all labor, materials, and equipment to perform work during the Plant Establishment Period, as specified herein, including but not limited to; adequate watering of plant material, replacing unsuitable plant material and controlling weeds, rodents and other pests.
 - 2. The Plant Establishment Period shall consist of thirty (30) calendar days prior to the Post-Installation Period. Following inspection of planting operations, including hydroseeding, the Landscape Architect shall notify the Contractor in writing to establish the effective beginning date of the Plant Establishment Period.
 - 3. Time required for plant establishment shall be considered as included in the total time limit specified in the Contract.
 - 4. Plant Establishment Period may be extended by the Landscape Architect if the planting areas are improperly maintained, appreciable replacement is required or other corrective work becomes necessary.
 - 5. Contractor shall be responsible for maintaining adequate protection of the construction area. Costs incurred due to damage or replacement shall be the responsibility of the Contractor.
 - 6. Contractor shall spray chemicals when air currents are still; preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in or near the project.
 - 7. In order to carry out the plant establishment work, the Contractor shall maintain a sufficient number of men and adequate equipment to perform the work specified from the time any planting is done until final acceptance.

8. The plant establishment period shall extend at least thirty (30) calendar days from the date of the last planting. The date of last planting may be the replacement planting of significant areas that failed to grow at the Landscape Architect's discretion. Contractor shall bear all costs for extension of the plant establishment period.
9. All plants that show signs of failure to grow at any time during the life of the contract, or those plants so injured or damaged as to render them unsuitable for the purposes intended, shall be immediately replaced in kind at the expense of the Contractor and a new 90 day guarantee period shall be given.

B. Execution:

1. All areas, including, but not limited to concrete walks and slabs, shall be kept clean and free of weeds, litter and debris.
2. Contractor shall operate the irrigation system automatically and shall properly and completely maintain all parts of the irrigation system. Contractor shall deliver water in sufficient quantities and adjust water application to compensate for seasonal conditions.
3. Before weeds exceed 2" in height, they shall be removed and disposed of off-site. Serious weed pests (i.e. blackberry, sedge, Bermuda grass or bind weed) shall be sprayed with Roundup, as manufactured by Monsanto Co., or approved equal, at the rate of five (5) quarts per acre and left in place for ten (10) calendar days. Application shall be as recommended by manufacturer. As determined by the Landscape Architect, a second application of Roundup shall be made ten (10) calendar days after the first application. With both applications, areas sprayed shall remain unwatered for a minimum of forty-eight (48) hours. Dead weeds shall be removed ten (10) calendar days after second application and disposed of off-site (for newly planted shrub and ground cover areas only).
4. If the Landscape Architect notifies the Contractor of failure to control weeds as specified herein, the Contractor shall kill all weeds within ten (10) calendar days of such verification. The Post-Installation Maintenance Period will be extended for every day after the ten (10) calendar days until such weeds have been killed.

C. Fertilization:

1. Fertilize all newly planted areas (trees, shrubs and ground cover) with Best Pro-Balance 15-15-15 at rate 7 lbs. per 1000 SF at the completion of the 30 day plant establishment period.

D. Inspection:

1. Upon completion of the Plant Establishment Period, Contractor shall request an inspection of construction to establish the beginning date of the Post-Installation Period. The request shall be made to the Landscape Architect a minimum of seven (7) calendar days prior to the date for inspection.

3.6 60 DAY POST-INSTALLATION MAINTENANCE PERIOD

A. General:

1. Contractor shall provide all labor, materials, and equipment to perform work during the Post-Installation Maintenance Period, as specified herein, including but not limited to; adequate watering of plant material, replacing unsuitable plant material and controlling weeds, rodents and other pests.
2. The Post-Installation Maintenance Period shall consist of sixty (60) calendar days, following inspection and approval of the Plant Establishment Period and project construction performed in accordance with the contract documents. The Landscape Architect shall notify the Contractor in writing to establish the effective beginning date of the Post-Installation Maintenance Period.
3. Contractor shall maintain the project weekly on a continuous basis until acceptance of the work. Areas shall be so cared for as to present a neat and clean condition at all times.
4. The area will not be available for public use during the Post-Installation Maintenance Period. Contractor shall conduct operations so as to cause no danger or inconvenience to the public.
5. Contractor shall be responsible for maintaining adequate protection of the area. Costs incurred due to damage or replacement shall be the responsibility of the Contractor.
6. Notification shall be given to the Landscape Architect forty-eight (48) hours prior to the Contractor performing "specialty-type" operations, including but not limited to; fertilization, chemical weed abatement and turf aerification, de-thatching and fungicide applications.
7. Time required for Post-Installation Maintenance shall be considered as included in the total time limit specified in the Contract.
8. Working days when the Contractor fails to adequately perform maintenance operations as specified herein or determined to be necessary by the Landscape Architect will not be credited as Post-Installation Maintenance Period days.
9. Post-Installation Maintenance Period may be extended by the Landscape Architect if the project is improperly maintained, appreciable replacement is required, or other corrective work becomes necessary. Contractor shall schedule a preliminary walk-thru inspection five (5) calendar days prior to the end of the first thirty (30) days of the Post-Installation Maintenance Period. Contractor shall correct deficiencies before the Post-Installation Maintenance Period will be allowed to continue to the remaining thirty (30) days.
10. Contractor shall spray chemicals when air currents are still; preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in or near the project.

B. Execution:

1. All areas including, but not limited to turf, concrete walks and slabs, shall be kept clean and free of weeds, litter and debris.

2. Subsurface drains and catch basin grates shall be kept clear of leaves, litter and debris to ensure unimpeded passage of water. Drain lines shall be periodically flushed with clear water to avoid build-up of silt and debris.
3. Before weeds exceed 2" in height, they shall be removed and disposed of off-site. Serious weed pests (i.e. blackberry, but sedge, Bermuda grass or bind weed) shall be sprayed with Roundup, as manufactured by Monsanto Co., or approved equal, at the rate of five (5) quarts per acre and left in place for ten (10) calendar days. Application shall be as recommended by manufacturer. As determined by the Landscape Architect, a second application of Roundup shall be made ten (10) calendar days after the first application. With both applications, areas sprayed shall remain unwatered for a minimum of forty-eight (48) hours. Dead weeds shall be removed ten (10) calendar days after second application and disposed of off-site (for newly planted shrub and ground cover areas only).
4. If the Landscape Architect notifies the Contractor of failure to control weeds as specified herein, the Contractor shall kill all weeds within ten (10) calendar days of such verification. The Post-Installation Maintenance Period will be extended for every day after the ten (10) calendar days until such weeds have been killed.

C. Irrigation System:

1. Contractor shall operate the irrigation systems automatically and shall properly and completely maintain all parts of the irrigation system.
2. Contractor shall deliver water in sufficient quantities and adjust water application to compensate for seasonal conditions.
3. Irrigation system is designed for watering four (4) days a week, 12:00 PM. to 6:00 A.M. with even distribution.
4. Costs incurred due to repair or replacement of equipment shall be the responsibility of the Contractor. Replacement parts shall be identical to the material specified herein and on the drawings.

D. Trees and Shrubs:

1. Trees planted as part of the Contract shall be pruned or headed back, as requested by the Landscape Architect, to eliminate diseased or damaged growth, reduce toppling or wind damage, maintain growth within space limitations, maintain natural appearance, and to balance the crown with the root structure.
2. Staking of trees shall be checked frequently for damage, and to prevent chafing or girdling. Costs incurred due to damage or replacement of staking materials shall be the responsibility of the Contractor.
3. Contractor shall provide a clearance of not less than 7 ft. in height over walks, slabs and active play areas, and not less than 14 ft. in height over roadways.
4. As approved by the Landscape Architect, all wounds over one and 1-1/2" in diameter may be sealed with a tree seal.

5. Dead or dying trees shall be immediately replaced with material of the same species and size and guaranteed as described in these specifications. All replacement plant material shall be guaranteed per contract documents.
- E. Fertilization:
1. Fertilize all newly planted areas (trees, shrubs, ground cover) at the end of the first 30 days of maintenance and at the completion of the 60 day maintenance period with Best Pro-Balance 15-15-15 at a rate of 7 lbs. per 1000 SF.
- F. Inspection
1. Upon completion of the Post-Installation Maintenance Period, Contractor shall request an inspection for acceptance of the work performed in accordance with the Contract Documents. The request shall be made to the Landscape Architect a minimum of seven (7) calendar days prior to the date for inspection.

END OF SECTION

SECTION 03100

CONCRETE FORMWORK

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Project Plans, as specified and as necessary to complete the contract, including but not limited to these major items:

1. Forms for all concrete
2. Setting of embedded items
3. Removal of forms

1.2 RELATED WORK

Section	03100	Concrete Formwork
Section	02210	Earthwork and Grading
Section	03200	Concrete Reinforcement
Section	03300	Cast-In-Place Concrete

1.3 GENERAL REQUIREMENTS

- A. Field Conditions: Verify drawing dimensions with actual field conditions. Inspect related work and adjacent surfaces.
- B. Codes: Materials and work shall conform to the governing Building Code. In case of conflict between these Specifications and the Building Code, the more stringent shall govern. Comply with the provisions of the following codes, specifications and standards, except as otherwise shown or specified:
- C. American Concrete Institute, ACI 347, 'Recommended Practice for Concrete Formwork.'
- D. General Provisions for other Trades: Provide all openings in concrete formwork to accommodate work of other trades; accurately determine size and location of openings, recesses, etc., from trades providing or requiring such items; place items required for incorporating into concrete accurately and securely supported on forms.
- E. Design: Base form and false work on required values of live and dead loads, weight of moving equipment on formwork, height of concrete drop, foundation pressures, stresses, lateral stability and other safety factors required during construction.
- F. Materials used in formwork may not be reused except in forms without the Architect's approval.
- G. Concrete Surface Finishes: Use various form types as specified. Refer to Concrete Section and Concrete Finishes and use form materials for best results.

1.4 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.5 PRODUCT HANDLING AND STORAGE

- A. Deliver materials to the job site in original unopened containers bearing manufacturer's name and product designation.
- B. Store materials in accordance with manufacturer's printed instructions.

2.0 PART 2 PRODUCTS

2.1 MATERIALS

- A. All materials used for formwork shall conform to Section 204 of the Standard Specifications for Public Works Construction, Latest Edition.
- B. All forms shall have smooth straight upper edges and shall be free of any warping.

2.2 FORM COATINGS

- A. Non-grain-rising and non-staining type that will not leave residue on surface of concrete or adversely affect bonding to concrete of paint, plaster, mortar or other applied materials. Coatings containing mineral oils or other non-drying ingredients will not be permitted. Submit manufacturer's data to the Architect

2.3 LUMBER

- A. Lumber shall be Construction Grade Douglas Fir.

2.4 PLYWOOD

- A. Plywood shall be of grade Exterior B-B. All plywood shall be at least 5/8-inch thick, and edge sealed. Plywood for forming exposed concrete shall be Plyform.

2.5 METAL FORMS

- A. Removable metal forms shall be of proper gauges and sizes, carefully aligned and fitted. Removable metal forms shall be properly reconditioned for use, clean, free from dents, bends, rust, oil or other coatings, and shall meet the approval of the Architect prior to installation.

2.6 FORM TIES

- A. Prefabricated rod, flat band or wire type, or threaded internal disconnecting type, of sufficient tensile strength to resist all imposed loads of fresh concrete and with external holding devices of adequate bearing area. Ties shall permit tightening and spreading of forms and leave no metal closer than 1-1/2-inch from surfaces.

2.7 FORM TYPES

- A. Exposed Surfaces - Plywood or Metal Forms as specified under Products.
- B. Concealed Surfaces - Boards or Plywood as specified under Products.

3.0 PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work.
- B. Build forms to exact shapes, sizes, lines and dimensions as required to obtain accurate alignment, location, grades, level and plumb work in finished structure. Provide for openings, offsets, keyways, recesses, moldings, reglets, chamfers, blocking, joint screeds, bulk-heads, anchorages and other required features. Use nominal 2-inch thick wood or plywood or metal forms for all wall opening framing.
- C. Use metal spreaders to provide accurate spreading of forms and positive tying of forms together.
- D. Provide for recesses, rebates, drips and profiles as detailed.
- E. Forms shall be of materials and construction adequate to safely support all loads, so that no sagging, leakage or displacement occurs during and after pouring of concrete.
- F. Form joints shall not show in exposed concrete.
- G. Clean-outs and Cleaning: Provide temporary openings in wall and column forms for cleaning and inspection. Prior to pouring, clean all forms and surfaces to receive concrete.
- H. Provide 3/8" x 3/8" chamfer strips for exposed corners unless otherwise indicated. Use 8 ft. long plywood for exposed surfaces.
- I. Fabricate forms for easy removal without hammering or prying against the concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only.
- J. Forms shall be set with the upper edge of the board true to line and grade and shall be staked rigidly in place with stakes set not more than 4 ft. apart.
- K. Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt and all other debris just before concrete is placed. Re-tighten forms during and after concrete placement if required to eliminate mortar leaks.
- L. Clean and repair surfaces of forms to be reused in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form-coating compound material to concrete contact form surfaces.
- M. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove pins and tighten forms to close joints. Align and secure joints to avoid offsets. Do not use 'patched' forms for exposed concrete surfaces.

- N. Coat the contact surfaces of forms with a form-coating compound before reinforcement is placed. Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces requiring bond or adhesion, nor impede wetting of surfaces to be cured with water or curing compound.
- O. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of the form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

3.2 RELATION WITH OTHER TRADES

- A. Check with all trades which require openings for the passage of pipes, conduits, ducts and other inserts; provide the necessary pipe sleeves, anchors or other required inserts properly and accurately installed. Sleeves, conduits, boxes and other items for mechanical and electrical work are specified to be installed under the appropriate sections of these specifications. Reinforce openings in the floors and walls for use of other trades as required.

3.3 REGLETS & REBATES

- A. Each affected trade required to fasten work to the structure, or to insert therein any piping, conduit, duct, box, bolt, anchor, insert or other rough hardware, shall set such items securely and accurately in the forms. Be responsible for any and all changes in the position of such piping, box, bolt, anchor, inserts and other rough hardware after they have been set in the forms.
- B. Conduits and pipes in concrete slabs will be permitted to be embedded therein under the following conditions:
 - 1. Conduit or pipe diameter shall not exceed one-third (1/3) of the slab thickness, minimum spacing of conduit or pipe shall be three (3) diameters; there shall be a minimum separation of 1-inch from parallel reinforcing steel and conduit. Minimum concrete coverage over conduits and pipes shall be 1-inch. No crossovers will be permitted except as specifically detailed. No reinforcing steel shall be bent or displaced to permit passage of conduit or pipe. No conduit or pipe shall be placed in slabs 4-1/2-inch and less in thickness, unless specifically detailed or specifically authorized by the Architect.
 - 2. Special Features: Build into forms as character and requirements of work dictate.
 - 3. Pouring Strips - Place pouring strips in the forms wherever horizontal construction joints are made in exposed concrete. Place pouring strips level and place concrete flush with the top of the pouring strip. After cleaning concrete surfaces and just ahead of placing of subsequent concrete, tighten form ties to conceal shrinkage.
 - 4. Inserts, Anchors, etc.: Carefully check with other trades before completing forms and placing concrete to determine all embedded items are in place in the forms. Set miscellaneous anchors, bolts, ties, dowels, plates, etc., necessary to complete the work as detailed. Embed no wood blocks other than treated built-in blocks or nailing blocks in concrete.

- C. Remove forms only when concrete has developed sufficient strength to sustain its own weight and super-imposed loads.

4.0 PART 4 METHOD OF PAYMENT

- A. Payment for all work specified under this section shall be paid at the respective contract lump sum price or unit price as indicated and shall include all costs for installation, labor, materials, equipment, taxes, transportation costs and incidentals to accomplish the work as indicated in these Contract Documents and no additional compensation will be allowed.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Project Plans, as specified and as necessary to complete the contract, including but not limited to these major items:

- 1. Steel Reinforcement

1.2 RELATED WORK

Section	01340	Submittals
Section	03100	Concrete Formwork
Section	03300	Cast-In-Place Concrete

1.3 GENERAL REQUIREMENTS

- A. Field Conditions: Verify drawing dimensions with actual field conditions. Inspect related work and adjacent surfaces.
- B. Codes: Materials and work shall conform to the governing Building Code. In case of conflict between these specifications and the Building Code, the more stringent shall govern. Comply with the provisions of the following codes, specifications and standards, except as otherwise shown or specified:
- C. American Concrete Institute, ACI 318, 'Building Code Requirements for Reinforced Concrete'
- D. Concrete Reinforcing Steel Institute, 'Manual of Standard Practice'
- E. American Concrete Institute, ACI 315, 'Manual of Standard Practice for Detailing Reinforced Concrete Structures'.
- F. American Welding Society, AWS D12.1, 'Recommended Practices for Welding Reinforcing Steel, Metal Inserts and Connections in Reinforced Concrete Construction'

1.4 TESTS & INSPECTIONS

- A. The City will pay for all tests and inspections of completed installation. Costs of all tests and inspections at material sources and costs of re-tests of rejected work shall be borne by the Contractor.
- B. Arranging for and scheduling of tests and inspections are the responsibilities of the Contractor.

- C. Submit written reports, PDF digital copies to the Construction Manager and Architect for each material sampled and tested, prior to the start of work. Provide the project identification name and number, date of report, name of Contractor, name of testing service, source of materials, material manufacturer and brand name for manufactured material, values specified in the referenced specifications. Indicate whether or not material is acceptable for intended use.
- D. Materials and installed work may require testing, re-testing and inspection as directed by the Architect. Allow free access to materials stockpiles and facilities at all times.
- E. The Contractor shall provide certified test results from manufacturer.
- F. The approved Testing Laboratory, whose services will be chosen and paid for by the Owner, except as noted, and shall provide the following:
 - G. Test reinforcing steel as follows: Make one tensile and one bending test for each 10 tons or fraction thereof of each size of reinforcement, if steel is properly identified by mill test reports of each size and lot. Otherwise, make one tensile and one bending test for each 2.5 tons or fraction thereof of each size of reinforcement in each log. Contractor shall bear costs of tests.
 - H. Provide a Registered Deputy Building Inspector at the job to inspect reinforcing steel installation prior to placement of concrete for all concrete having a design strength at 28 days of 3,250 PSI and above. Inspector shall be provided by the governing Building Department.
 - I. Inspector shall furnish written certified reports that all reinforcing steel was placed in accordance with Contract Plans.
 - J. The Architect will inspect reinforcing steel installation prior to placement of concrete.

1.5 PRODUCT SUBMITTALS / SHOP DRAWINGS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within fourteen (14) calendar days after the Contractor has received the Notice to Proceed from Owner, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the work.

1.6 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

2.0 PART 2 PRODUCTS

2.1 MATERIALS

- A. All materials used for concrete reinforcement shall conform to Section 201.2 of the Standard Specifications for Public Works Construction, Latest Edition.
- B. Billet Steel Bars: Conform to ASTM A615, grade as required by Project Plans, No. 3 and larger bars deformed.
- C. Welded Wire Fabric: Conform to ASTM A185.
- D. Tire Wire: Annealed steel, 16 gauge minimum.
- E. Welding Electrodes: Conform to AWS requirements for this work.

2.2 SUPPORTS FOR REINFORCING BARS

- A. Galvanized steel chairs and accessories or plastic-coated units for work exposed to view or weather so that finished surfaces will not be marred nor stained; use pre-cast concrete blocks only (no metal), suitability sized and spaced for load distribution at slabs on earth or membrane. Use no supports of wood or other cellulose material.
- B. No. 3 reinforcing bars: Conform to ASTM A30, Grade 80, round carbon steel bars.

3.0 PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work.

3.2 FABRICATION & DELIVERY

- A. Bending and Forming: Fabricate bars of indicated size and accurately form to shapes and lengths indicated and required, by methods not injurious to materials. Do not heat reinforcement for bending. Bars with bends or offsets not conforming to Plans will be rejected.
- B. Marking and Shipping: Bundle reinforcement and tag with suitable identification to facilitate sorting and placing; transport and store at site so as not to damage materials.
- C. Placing: Coordinate with other trades and expedite materials and labor to avoid omissions and delay.
- D. Cleaning: At time of placing concrete, all reinforcement shall be free from rust, scale, grease, or other coating.
- E. Securing In Place: Place all reinforcement in accordance with "CRSI Recommended Practice for Placing Reinforcing Bars", latest edition, and contract plans. Use sufficient bar supports, ties, anchors, and other accessories to hold bars securely in place. Securely wire all stirrups and ties.

3.3 WELDING

- A. Perform welding of reinforcing bars in accordance with "Recommended Practices for Welding Reinforcing Steel, Metal Inserts and Connections for Reinforced Concrete Construction." (AWS D12.1)
- B. Welders shall be certified and qualified by tests as prescribed in the "Standard Qualification Procedures" (AWS B30.0), and approved by the governing Building Department.

3.4 FABRIC REINFORCEMENT

- A. Electric welded wire fabric will not be accepted on this job. It will not be allowed as a substitution for reinforcement bar shown on project plans.

3.5 CLEARANCES

- A. Maintain minimum clear distance between reinforcing steel and face of concrete as indicated or as follows:

Concrete footings formed against earth	3"
Concrete in forms w/exposed face in contact w/ earth	2"
Walls	As per plans
Slabs	Centered

4.0 PART 4 METHOD OF PAYMENT

- A. Payment for all work specified under this section shall be paid at the respective contract lump sum price or unit price as indicated and shall include all costs for installation, labor, materials, equipment, taxes, transportation costs and incidentals to accomplish the work as indicated in these Contract Documents and no additional compensation will be allowed.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Project Plans, as specified and as necessary to complete the contract, including but not limited to these major items:

1. Concrete Work
2. Exterior walks, slabs and steps
3. Curbs, gutters, mowing strips and swales
4. Cement, finish, joints, saw cuts and patching
5. Foundation splash pad
6. Setting of items to be inserted into concrete
7. Poured in place walls and foundations
8. Reinforcement dowels
9. Curing
10. Testing
11. Miscellaneous concrete items
12. Joints
13. Integral color concrete

1.2 RELATED WORK

Section	01340	Submittals
Section	02210	Earthwork and Grading
Section	02670	Site Furnishings
Section	03100	Concrete Formwork
Section	03210	Concrete Reinforcement
Section	16530	Electrical

1.3 PRODUCT SUBMITTALS / SHOP DRAWINGS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data: Within fourteen (14) calendar days after the Contractor has received the Notice to Proceed from Owner, submit:
1. Materials list of items proposed to be provided under this Section;
 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;

4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the work.

1.4 DESIGN MIX

- A. Contractor shall submit all design mixtures for concrete to Architect ten (10) days prior to pouring any concrete. Contractor shall not pour any concrete until design mixture is approved by the Architect.

1.5 STANDARDS

- A. Testing, materials and workmanship shall conform to the requirements of Section 303 of the Standard Specifications for Public Works, Latest Edition.

1.6 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

2.0 PART 2 PRODUCTS

2.1 MATERIALS

- A. All materials shall conform to Section 201 of the Standard Specifications for Public Works Construction, Latest Edition.
- B. Concrete shall conform to Concrete Class Use Table, Section 201-1 of the Standard Specifications for Public Works Construction, Latest Edition.
- C. Concrete shall be sulfate resistant type.
- D. Concrete curing compound shall be Type I, as called for in Section 201-4 of the Standard Specifications for Public Works Construction, Latest Edition.
- E. All integral colored concrete shall conform to L.M. Scofield Company Tech-Data Bulletin A-304.07 "Chromix Admixtures for Color-Conditioned Concrete."

3.0 PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work.
- B. All work shall conform to the requirements of Section 303 of the Standard Specifications for Public Works Construction, Latest Edition.

3.2 INSTALLATION

- A. Install concrete and cement finish work true to lines, dimensions and levels.

- B. Concrete which is not in accordance with these specifications, out of line, level or plumb, showing structural cracks, rock pockets, voids, spalls, honeycombing, exposed reinforcing or other damaged surfaces shall be considered as defective and shall be removed and replaced by the Contractor at own cost.
- C. All irregularities shall be removed from exposed concrete surfaces while the concrete is still damp. No patching will be permitted unless written approval is given by the Architect. If patching is necessary and permissible, a bonding agent such as, or equal shall be used.
- D. The Contractor shall thoroughly study the Plans to determine the extent of which shall be included in the work of this section.
- E. The Contractor shall thoroughly study the Plans to determine the extent of the following and similar items of concrete work which may occur, all of which shall be included in the work of this section:
 - 1. Foundations or bases for mechanical, irrigation and electrical equipment, concrete curbs, gutters, and mowing strips.
- F. Where structural details for the minor structures listed above are not complete, the walls, floors and covers shall be 6-inch in thickness and reinforced with 3/8-inch round bars, 6-inch on centers both ways in center of the members.
- G. The Mechanical and Electrical Contractors shall provide the Contractor with detailed information concerning the location, size and elevation of any and all items of the work listed above. They shall also provide all anchor bolts and other inserts that may be required and shall check the setting thereof prior to the pouring of concrete.
- H. The bottoms of trenches shall be wet down before pouring footings, earth shall not be muddy at time of pouring.
- I. Concrete shall not be placed until reinforcements, rough hardware, and forms are approved by the Architect.
- J. Conveying and placing of concrete shall be performed to prevent separation of ingredients, in no case shall free fall exceed 6 ft. Tremies shall be used as required. Surfaces of concrete shall be kept reasonably level, with a minimum amount of concrete being allowed to flow after being placed. Placing shall be performed as a continuous operation until each section is completed.
- K. Concrete shall be spaded and vibrated with mechanical vibrators to a maximum subsidence without separation of ingredients. The moving of concrete by vibration will not be permitted.
- L. All slabs and walks shall be non-slip, uniform medium broom finish surface, transverse to direction of slab, unless otherwise shown on the Plans. Interior slabs at restroom to be medium broom finish to prevent slipping on wet floors and sloped to drain.
- M. All handicap ramps shall be given a non-slip heavy broom finish.

3.3 CURING

- A. All concrete slabs on grade shall cure for at least one hundred sixty-eight (168) cumulative hours (not necessarily consecutive), during which the concrete has been exposed to air temperatures above 50 degrees F. Avoid rapid drying at the end of the curing period.

- B. Curing method may be moist curing, moisture retaining cover, membrane curing, or by combinations thereof.
- C. Use water that is free of impurities which could etch or discolor concrete surfaces.
- D. Do not use liquid membrane curing compounds on surfaces which are to be covered with a coating material applied directly to the concrete or with a covering material bonded to the concrete, such as other concrete, liquid floor hardener, waterproofing, damp-proof flooring, painting, and other coatings and finish materials, unless otherwise acceptable to the Architect.
- E. Cure formed concrete surfaces by moist curing with the forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by moist curing or moisture retaining cover.
- F. All posts, supports, bat racks, etc., shall be set in cured footings prior to placing of any concrete slabs.
- G. Fence post foundations shall cure at least fourteen (14) days prior to placing slabs.
- H. Installation of Chromix-Color-Conditioned Concrete. Installation of all integral color concrete shall conform to L.M. Scofield Company.

3.4 SMOOTHNESS TOLERANCE

- A. Interior and exterior cement finish surfaces shall be of such smoothness and evenness that they shall contact the entire length of a 10 ft. straight edge laid in any direction, with an allowable tolerance of 1/8-inch. Any operation necessary to achieve this result will be performed by the Contractor at no additional cost to the Owner.
- B. Inspections will be provided as necessary. Call for inspection twenty-four (24) hours prior to need.
- C. The Contractor shall call for inspection during specific phases of construction. They shall include:
 - 1. All form work prior to pouring
 - 2. All footings prior to pouring
 - 3. Subgrade prior to pouring.
- D. Contractor shall notify the Architect a minimum of twenty-four (24) hours prior to pouring any concrete.
- E. Any work covered prior to inspection shall be opened to view by the Contractor at his expense.
- F. All testing shall be as required by the Standard Specifications for Public Works Construction, Latest Edition.

4.0 PART 4 METHOD OF PAYMENT

- A. Payment for all work specified under this section shall be paid at the respective contract lump sum price or unit price as indicated and shall include all costs for installation, labor, materials, equipment, taxes, transportation costs and incidentals to accomplish the work as indicated in these Contract Documents and no additional compensation will be allowed.

END OF SECTION

SECTION 04220

UNIT MASONRY

1.0 PART 1 GENERAL

Application and construction procedures shall conform with requirements of the Standard Specifications for Public Works Construction latest edition and any supplements.

1.1 SECTION INCLUDES

- A. Furnish materials, equipment and perform labor required to execute this work as indicated on the Plans, as specified and as necessary to complete the contract, including but not limited to these major items:
 - 1. Block Masonry - Vertical and horizontal reinforcing and dowels placed into subsequently placed concrete.
 - 2. Setting of items imbedded into masonry.

1.2 RELATED WORK

Section	03210	Concrete Reinforcement
Section	03300	Concrete

1.3 GENERAL REQUIREMENTS

- A. Field Conditions - Verify plan dimensions with actual field conditions. Inspect related work and adjacent surfaces.
- B. Codes - Materials and work shall conform to the governing Building Code. In case of conflict between these specifications and the building code the more stringent shall apply.
- C. Coordination - Review installation procedures and coordinate with other work that must be integrated with masonry.
- D. Tests and Inspections - The owner shall pay for all tests and inspections of completed installation of this work. Costs of all tests and inspections at material sources, and costs of re-tests of rejected work shall be borne by the Contractor. Arranging for, and scheduling of tests and inspections are the responsibility of the Contractor.

1.4 PRODUCT SUBMITTALS / SHOP DRAWINGS

- A. Comply with pertinent provisions of Section 01300.
- B. Product Data: Within fifteen (15) calendar days after the Contractor has received the Notice to Proceed from Owner, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the work.

C. Samples: Accompanying the Shop Drawings, submit:

1. Sample of each exposed member.
2. Samples of finish, showing complete range of color from darkest to lightest proposed for use on this work. Samples when approved by the Engineer, will be used to verify that finish actually furnished it within the approved range.

1.5 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Record prints shall be available on site and shall be reviewed by the Engineer at appropriate times before work is covered.

1.6 PRODUCT HANDLING AND STORAGE

- A. Deliver materials to the job site in original unopened containers bearing manufacturer's name and product designation.
- B. Store materials in accordance with manufacturer's printed instructions.

2.0 PART 2 PRODUCTS

2.1 BLOCK UNITS

- A. Concrete block units shall be of the size, type and color specified on the plans, conforming to ASTM C 90, grade N-1, hollow load bearing units with compressive strength not less than 2,500 PSI, on net section. Size as specified. Provide all indicated or required open end units, special sizes and shapes.

2.2 CEMENT

- A. Conform to ASTM C 150, type I or II, low alkali. Use only one (1) brand.

2.3 HYDRATED LIME

- A. Conform to ASTM C 207, type S, and containing eighty five percent (85%) by weight of calcium oxide.

2.4 AGGREGATES

- A. Conform to ASTM C 404.

2.5 SAND

- A. Sand shall consist of fine granular material, composed of hard, strong, durable mineral particles free from injurious amounts of saline, alkaline, organic or other deleterious substances.

2.6 PEA GRAVEL

- A. Graded with no more than five percent (5%) passing No.8 sieve and with one hundred percent (100%) passing the two eighths (2/8) sieve.

2.7 WATER

- A. Water shall be clean and from a source intended for domestic consumption

2.8 ADMIXTURES

- A. Sika Chemical Red Label Suconem for mortar and Grout Aid for grout, or equal as approved by Engineer.

2.9 REINFORCING STEEL

- A. New tested material of domestic manufacturer conforming to ASTM A 615 grade as required by the specifications on plans and Concrete Reinforcing - Section 03210.

2.10 MORTAR AND GROUT

- A. Mortar - Composed (by volume) of one (1) part Portland Cement, two and one-quarter (2 1/4) to three (3) parts sand, 1/4 to 1/2 part lime putty, and Sika Chemical Suconem Admixture in a proportion as recommended by the manufacturer.
- B. Lime Putty - Store lime putty made from a hydrated lime for forty eight hours (48) prior to use. Screen through a No.16 mesh.
- C. Mixing - Thoroughly combine cement and sand, add water and mix for two (2) minutes, then add lime putty and admixture, mix for ten (10) minutes in a mechanically operated batch mixer; a continuous mortar mixer will not be permitted. Make to maintain a slump of from two and one-half (2 1/2") to three (3") inches.
- D. Grout - Composed (by volume) of part Portland Cement, two (2) parts sand and sika chemical grout aid admixture.
- E. Mixing - Mix as required for mortar, except adjust the amount of water to make a creamy flow that will not allow the mixture to segregate. Properly pubble grout to fill voids. (2,000 psi at 28 days)
- F. Mortar and grout not used within thirty (30) minutes after leaving mixer, shall not be permitted on the work. Re-tempering of mixture will not be allowed.

3.0 PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work.

3.2 SCAFFOLD AND PROTECTION

- A. Provide, install and maintain scaffolding, staging and forms of protection necessary for execution of the work required. Substantially constructed, moved and dismantled as necessary to properly follow the sequence of operations.

3.3 SHORES AND CENTERING

- A. Provide and install shores and centering for the work, constructed true to required shape, size and form, well braced and made rigid and capable of supporting and sustaining the loads to which subjected. Leave shores and centering in place until the masonry is sufficiently set to safely carry its own weight and added loads of construction.

3.4 PLACING REINFORCEMENT

- A. Reinforcing steel, except dowels in other materials - Accurately set and placed strictly as shown or noted on plans. In places containing reinforcement, except small rods or mesh one quarter (1/4") inch or less in diameter the clear distances between masonry and the reinforcing shall be at least three quarter (3/4") inch.
- B. Vertical Bars - Continuous from bottom of cell to top of wall, centered in cells, except where otherwise indicated. Hold vertical steel firmly in place by frames or other suitable devices as approved by the Landscape Architect.
- C. Horizontal Bars - Wire temporarily above exact position and tag to indicate correct locations. Use calibrated vertical markers to indicate correct location. Provide horizontal bars where indicated, wire to vertical bars or dowels.

3.5 PREPARATION

- A. Previously Placed Concrete or Masonry - Clean off encrustations, laitance, oil and coating which would reduce bond. Wash work thoroughly with water under pressure; leave surface damp where masonry units connect with earlier placed work.
- B. Masonry Units - Thoroughly clean off dust, grease, oil and other matter which would reduce bond.
- C. Reinforcement - Clean off millscale, loose rust, oil and coatings which would reduce bond. Securely anchor in place.
- D. Obtain approval of methods of placement and fastening of reinforcement, prior to start of work.

3.6 WORKMANSHIP

- A. Preserve unobstructed vertical continuity of cells to be filled. Fully bed webs and cross walls forming such cells in mortar to prevent leakage of grout. Strike joints around such cells smooth.
- B. Fractional parts of masonry units are prohibited where whole units can be used. The chinking of interstices with fragments will not be allowed. Provide special units as necessary to form openings and lintels.
- C. Fill all cells of masonry which contain reinforcement solidly with grout in lifts not exceeding four feet (4) in height. Except at the finished course, stop grout one half (1/2) the course height below the top of the last course grouted.
- D. No part of any masonry wall may be carried more than six feet (6') higher than adjoining portions.
- E. Whether it is absolutely necessary for construction purposes to stop off longitude runs of masonry, stop off only by racking back one half unit length in each course. Toothing will not be permitted.

- F. At openings for ducts, pipes and conduit built into the masonry walls, cut to form fractional units with abrasive saw.
- G. Unless otherwise indicated lay block in regular running bond.
- H. When the possibility of rain occurs, cover the tops of all walls exposed to the weather and all block masonry units with sheets of polyethylene film or other approved effective forms of protection to prevent absorption of water. Store masonry units above ground if the possibility of surface flooding exists.

3.7 JOINTS

- A. Mortar joints shall be pointed flush as approved with a pointing tool making solid, smooth, watertight slightly concave joints or as required on plans.

3.8 BOLTS, ANCHORS AND REGLETS

- A. Set bolts, anchors, reglets and inserts necessary for the attachment of subsequent work and items furnished under other sections.

3.9 POINTING AND CLEANING

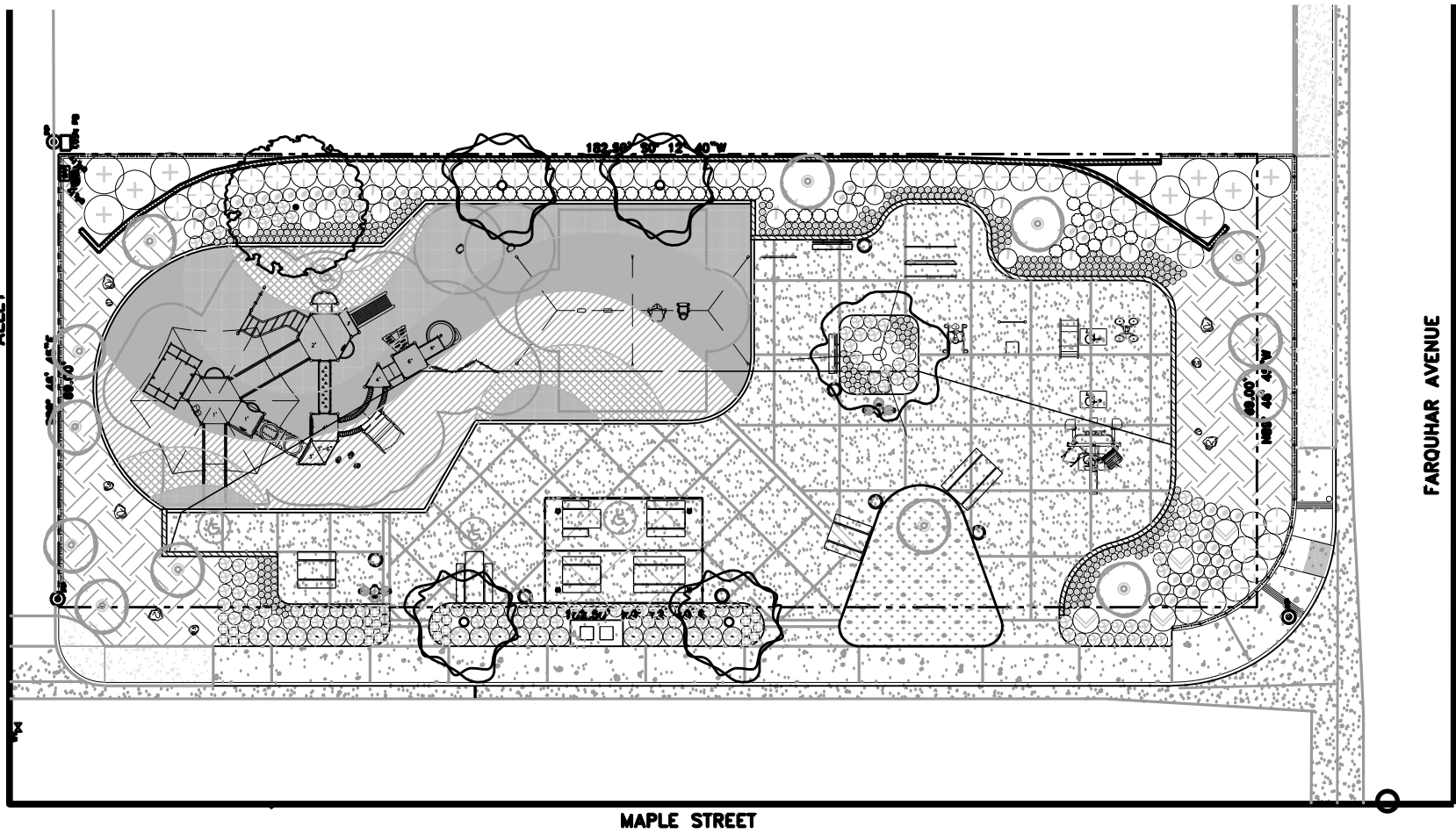
- A. Leave exposed surfaces clean and free of surplus mortar or foreign material. Exercise care to keep grout and mortar droppings off finished surfaces.
- B. Defective Joints - Holes or defective mortar joints in exposed masonry shall be pointed and where necessary, defective joints cut out and pointed.

4.0 PART 4 METHOD OF PAYMENT

- A. Payment for all work specified under this section shall be paid at the respective contract lump sum price or unit price as indicated and shall include all costs for installation, labor, materials, equipment, taxes, transportation costs and incidentals to accomplish the work as indicated in these Contract Documents and no additional compensation will be allowed.

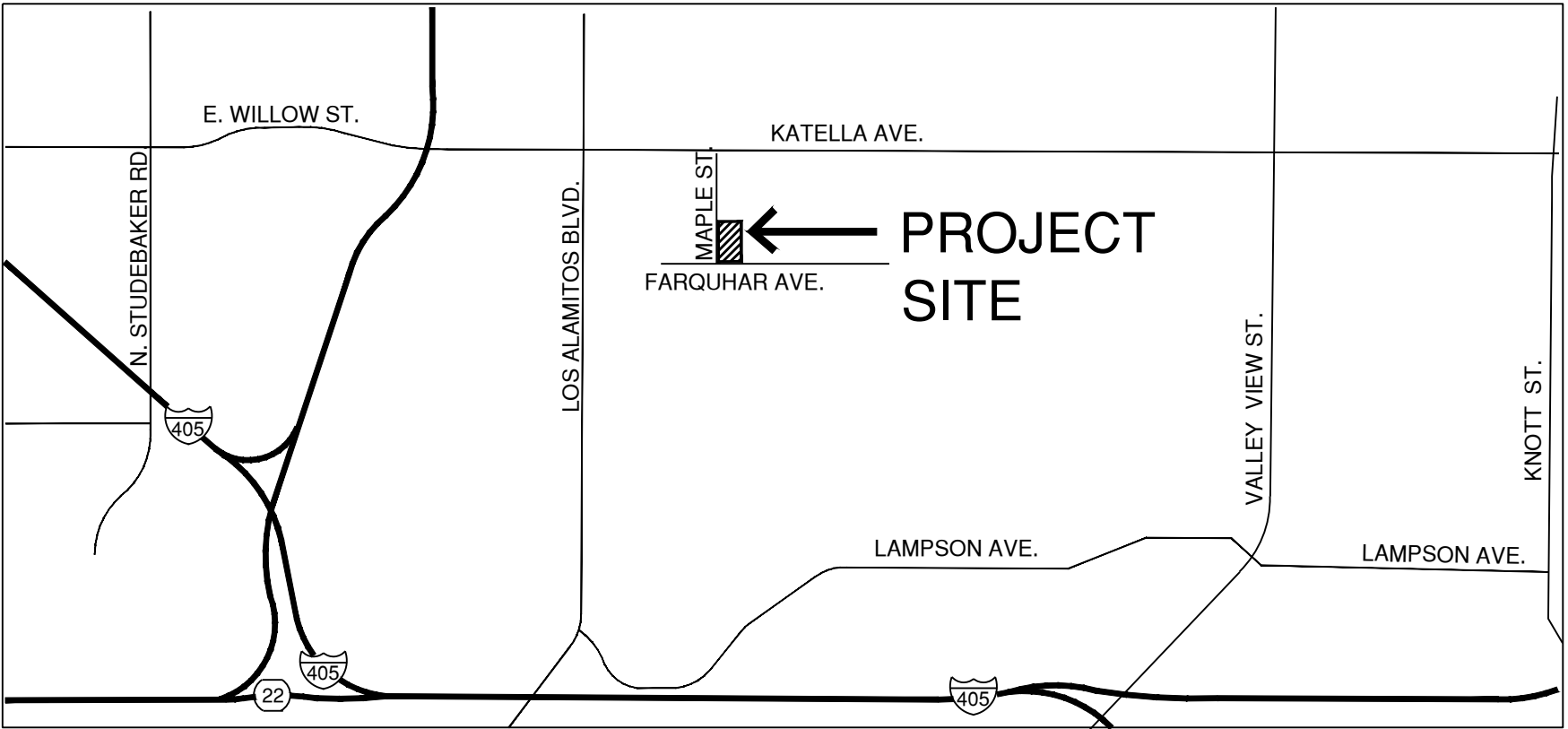
END OF SECTION

STERNS PARK
CITY OF LOS ALAMITOS, CA
PUBLIC PARK IMPROVEMENTS



SITE MAP

SHEET INDEX		
1	CS-1	COVER SHEET
2	DP-1	DEMOLITION PLAN
3	GP-1	GRADING PLAN
4	ECP-1	EROSION CONTROL PLAN
5	CP-1	CONSTRUCTION PLAN
6	CD-1	CONSTRUCTION DETAILS
7	CD-2	CONSTRUCTION DETAILS
8	CD-3	CONSTRUCTION DETAILS
9	CD-4	CONSTRUCTION DETAILS
10	CD-5	CONSTRUCTION DETAILS
11	CD-6	CONSTRUCTION DETAILS
12	IP-1	IRRIGATION PLAN
13	ID-1	IRRIGATION DETAILS
14	ID-2	IRRIGATION DETAILS
15	ID-3	IRRIGATION DETAILS
16	PP-1	PLANTING PLAN
17	PD-1	PLANTING DETAILS
18	E-001	ELECTRICAL GENERAL NOTES, ABBREVIATIONS, SYMBOLS, AND SHEET INDEX
19	E-002	ELECTRICAL SPECIFICATIONS
20	E-003	ELECTRICAL LOAD SCHEDULE
21	E-011	ELECTRICAL SITE PLAN
22	E-012	ELECTRICAL SITE PLAN- PHOTOMETRY
23	E-111	ELECTRICAL DETAILS



VICINITY MAP

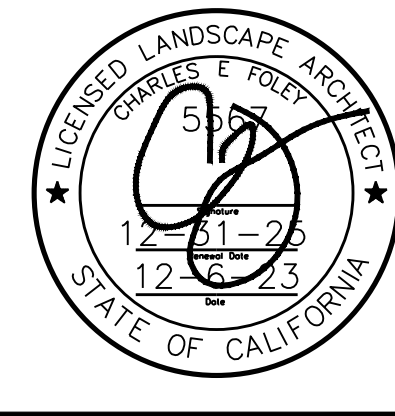
HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:

COVER SHEET

Sheet 1
CS-1
of 23

GENERAL NOTES

- ALL WORK SHALL COMPLY WITH CITY STANDARDS AND THE LATEST EDITIONS OF THE FOLLOWING:
 - *STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
 - *CALIFORNIA BUILDING CODE-2022
 - *CALIFORNIA MECHANICAL CODE-2019
 - *CALIFORNIA PLUMBING CODE-2019
 - *CALIFORNIA ELECTRICAL CODE-2019
 - *CALIFORNIA FIRE CODE-2019
 - *CALIFORNIA GREEN BUILDING STANDARDS CODE-2019
 - *CALIFORNIA ENERGY CODE-2019
 - *PROJECT SPECIFICATIONS
 - *LOCAL ORDINANCES
 - *ADA REQUIREMENTS
 - *TITLE 24 ACCESSIBILITY REQUIREMENTS
 - *THE CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
- PUBLIC AND PRIVATE UTILITIES AND THE ACCOMPANYING SUB-STRUCTURES SHOWN ON THESE PLANS ARE FROM AVAILABLE PUBLIC DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL KNOWN UTILITIES AND SUB-STRUCTURES WITHIN THE CONSTRUCTION LIMITS, AS SHOWN ON THE CONSTRUCTION PLANS. REPAIR AND COST TO REPAIR DAMAGE TO SUCH RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. WHEN RELOCATION IS REQUIRED, THE CONTRACTOR SHALL PROVIDE SEVENTY-TWO (72) HOURS NOTICE TO AFFECTED UTILITY PROVIDERS.
- ALL UNDERGROUND UTILITY AND OTHER SUB-SURFACE WORK SHALL BE COMPLETED PRIOR TO COMPLETING THE FINAL SURFACING OR LANDSCAPING.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO START OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE IN ALL CASES FOR SEARCHING ALL UTILITY RECORDS AND DETERMINING TO HIS OWN SATISFACTION THE TRUE LOCATION AND DEPTH OF ALL UTILITY FACILITIES. DAMAGE TO ANY CONDUITS, CABLES, WATER LINES, SEWER LINES, OR TO ANY OTHER UTILITY STRUCTURE DUE TO NEGLECT ON THE PART OF THE CONTRACTOR TO FOLLOW THE INSTRUCTIONS CONTAINED HEREIN SHALL BE REPAIRED BY THE AFFECTED UTILITY COMPANY INVOLVED AT THE CONTRACTOR'S EXPENSE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CALL THE CITY ENGINEER'S OFFICE AT (562) 431-3538 EXT. 110 FOR INSPECTION 24 HOURS PRIOR TO PERFORMING ANY WORK. WORK PERFORMED WITHOUT CALLING FOR INSPECTION SHALL BE REJECTED AND SHALL BE REMOVED SOLELY AT THE CONTRACTOR'S EXPENSE. INSPECTIONS ARE REQUIRED BY THE CITY PER THE CITY'S INSPECTION JOB CARD.
- CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, DIMENSIONS, LOCATIONS, AND DEPTHS OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CONTRACTOR SHALL NOTIFY THE UNDERGROUND SERVICE ALERT (811) SEVENTY-TWO (72) HOURS PRIOR TO START OF CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR ALL SURVEY WORK REQUIRED FOR PROJECT CONSTRUCTION AND ESTABLISHING ALL HORIZONTAL AND VERTICAL CONTROL. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REFERENCE POINTS FOR THE SITE BASED UPON THE NEAREST AVAILABLE GPS STATIONING. CONTRACTOR MUST EMPLOY THE SERVICES OF A LICENSED LAND SURVEYOR, LICENSED IN THE STATE OF CALIFORNIA.
- DO NOT PROCEED WITH CONSTRUCTION IF IT IS OBVIOUS THAT DIFFERENCES EXIST BETWEEN THE PLANS & EXISTING FIELD CONDITIONS. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL NOTIFY THE OWNER AND LANDSCAPE ARCHITECT TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO PREVENT DAMAGE TO EXISTING SITE AMENITIES. IN THE EVENT OF DAMAGE, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND TOTAL EXPENSE FOR REPAIR OR REPLACEMENT OF SAID SITE AMENITY TO THE SATISFACTION OF ITS OWNER.
- THE CONTRACTOR SHALL NOT BLOCK DRIVEWAYS OR VEHICULAR TRAFFIC AT ANY TIME EXCEPT AS DIRECTED AND APPROVED IN WRITING BY THE CITY ENGINEER.
- CONTRACTOR SHALL CONSTRUCT THE PROJECT IN ITS ENTIRETY. ALL ITEMS OF WORK AS SHOWN ON PLANS SHALL BE AS IF DELINEATED IN SPECIFICATIONS; ALL WORK DELINEATED IN THE SPECIFICATIONS SHALL BE AS IF SHOWN ON THE PLANS.
- CONTRACTOR SHALL CLEAR SITE OF ALL WEEDS AND GRASS GROWTH PRIOR TO START OF WORK. CONTRACTOR SHALL MAINTAIN SITE IN WEED FREE CONDITION DURING CONSTRUCTION BY SPRAYING ALL WEED GROWTH WITH A NON-SELECTIVE HERBICIDE AND REMOVING GROWTH FROM SITE. CONTRACTOR SHALL EMPLOY A PEST CONTROL ADVISOR TO REVIEW THE EXISTING SITE VEGETATION AND MAKE A REPORT DOCUMENTING THE TYPE OF VEGETATION AND THE NON-SELECTIVE HERBICIDES TO BE USED TO KILL THE VEGETATION. ALL WEEDS, GRASS AND OTHER DEBRIS REMOVED FROM SITE SHALL BE LEGALLY DISPOSED OF AT A FACILITY LICENSED TO ACCEPT SUCH MATERIALS. CONTRACTOR WILL BE HELD LIABLE FOR ALL ILLEGAL DUMPING.
- CONTRACTOR SHALL KEEP JOB SITE FREE OF DEBRIS AT ALL TIMES.
- THE CONTRACTOR SHALL PERFORM ALL EXCAVATION, COMPACTED BACKFILLING AND GRADING OPERATIONS TO ESTABLISH ALL SUBGRADES AND FINISH GRADES FOR ALL ITEMS OF CONSTRUCTION AS INDICATED ON PLANS.
- CONTRACTOR SHALL BE FAMILIAR WITH THE SITE AND SHALL REPORT ANY POTENTIAL PROBLEMS OR DISCREPANCIES TO THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO COMMENCING ANY WORK.
- ALL NEW CONSTRUCTION IS TO MEET AND MATCH EXISTING.
- ALL ANCHORS AND REINFORCEMENTS SHALL BE HELD IN PLACE, TIED AND/OR SUPPORTED PRIOR TO PLACEMENT OF CONCRETE.
- ALL LAYOUT AND FORMING OF CONSTRUCTION ITEMS MUST BE REVIEWED AND APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF CONCRETE.
- RADIUS ALL EXPOSED EDGES OF CONCRETE WITH 1/2" RADIUS FINISHING TOOL.
- ALL CONCRETE FLAT WORK SHALL BE A MINIMUM THICKNESS OF 4" OR AS SPECIFIED ON PLAN WITH A MEDIUM BROOM FINISH UNLESS SPECIFIED OTHERWISE.
- IF DURING CONSTRUCTION, GROUND WATER IS ENCOUNTERED, A SYSTEM APPROVED BY THE CITY OF LOS ALAMITOS SHALL BE INSTALLED TO DEWATER SAID AREA AT THE DIRECTION OF CITY ENGINEER.
- CONSTRUCTION ACTIVITY AND EQUIPMENT MAINTENANCE IS LIMITED TO THE HOURS BETWEEN 7:00 AM AND 5:00 PM ON WEEKDAYS. CONSTRUCTION MAY NOT OCCUR ON WEEKENDS OR STATE HOLIDAYS, WITHOUT PRIOR CONSENT OF THE BUILDING OFFICIAL. NON-NOISE GENERATING ACTIVITIES ARE NOT SUBJECT TO THESE RESTRICTIONS.
- STATIONARY CONSTRUCTION EQUIPMENT THAT GENERATES NOISE IN EXCESS OF 65 DBA AT THE PROJECT BOUNDARIES MUST BE SHIELDED AND LOCATED AT LEAST 100 FEET FROM OCCUPIED RESIDENCES. THE EQUIPMENT AREA WITH APPROPRIATE ACOUSTIC SHIELDING SHALL BE DESIGNATED ON BUILDING AND GRADING PLANS. EQUIPMENT AND SHIELDING SHALL REMAIN IN THE DESIGNATED LOCATION THROUGHOUT CONSTRUCTION ACTIVITIES.
- CONSTRUCTION ROUTES ARE LIMITED TO CITY OF LOS ALAMITOS DESIGNATED TRUCK ROUTES.
- WATER TRUCKS OR SPRINKLER SYSTEMS SHALL BE USED DURING CLEARING, GRADING, EARTH MOVING, EXCAVATION, OR TRANSPORTATION OF CUT OR FILL MATERIALS TO PREVENT DUST FROM LEAVING THE SITE. WETTING DOWN SUCH AREAS IN THE LATER MORNING AND AFTER WORK IS COMPLETED FOR THE DAY AND WHENEVER WIND EXCEEDS 15 MILES PER HOUR.
- A PERSON OR PERSONS SHALL BE DESIGNATED TO MONITOR THE DUST CONTROL PROGRAM AND TO ORDER INCREASED WATERING AS NECESSARY TO PREVENT TRANSPORT OF DUST OFF-SITE. THE NAME AND TELEPHONE NUMBER OF SUCH PERSON(S) SHALL BE PROVIDED TO THE CITY. ALL GRADING EQUIPMENT SHALL BE MAINTAINED IN GOOD WORKING ORDER PER FACTORY SPECIFICATIONS.
- CONTRACTOR SHALL PERFORM ALL SITE LAYOUT AND STAKING UTILIZING A CALIFORNIA LICENSED SURVEY. HAI SHALL PROVIDE CONTRACTOR WITH DRAWING BASE FILE FOR SURVEYOR'S USE.

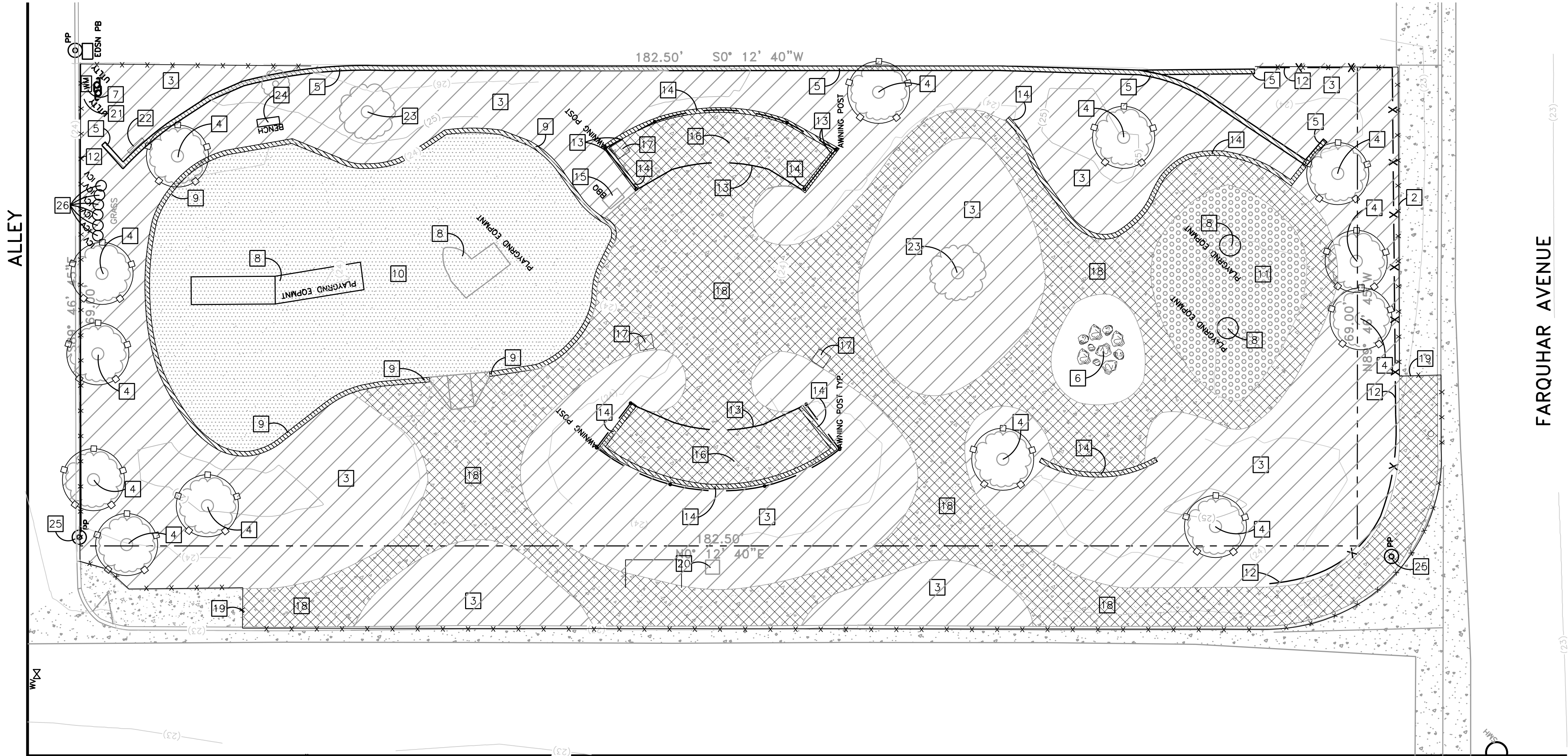
PRIVATE ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THIS PLAN ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS. ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS". HAI, HIRSCH & ASSOCIATES, AND THE CITY OF LOS ALAMITOS SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS' AND SUBCONTRACTORS' COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' CONSTRUCTION SAFETY ORDERS". CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE LANDSCAPE ARCHITECT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE LANDSCAPE ARCHITECT.





SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.



SYMBOL LEGEND

- CLEAR AND GRUB, SEE DEMOLITION KEY NOTE, 10,333 SF.
- EXISTING CONCRETE FLATWORK. PROTECT IN PLACE.
- REMOVE EXISTING CONCRETE FLATWORK, 3,820 SF.
- REMOVE EXISTING WOOD FIBER SURFACING, 2,111 SF.
- REMOVE EXISTING PLAY AREA SAND, 487 SF.
- EXISTING CHAIN LINK FENCE, REMOVE.
- 5' HIGH TREE PROTECTION FENCE
- 8' HIGH CHAIN-LINK CONSTRUCTION FENCE COVERED BY GREEN PLASTIC SHEETS
- EXISTING TREE. PROTECT IN PLACE.
- RIGHT OF WAY

DEMOLITION KEY NOTES

- TEMPORARY TREE PROTECTION FENCING. LOCATION ALONG TREE CANOPY DRIPLINE IS ESTIMATED AND SHALL BE FIELD VERIFIED FOR EXACT EXTENTS. FENCE SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION. REFER TO GENERAL TREE PROTECTION NOTE, THIS SHEET.
- TEMPORARY CONSTRUCTION FENCE. REFER TO EROSION CONTROL PLAN. SHEET 9, ECP-1.
- REMOVE AND DISPOSE OF EXISTING VEGETATION. SEE NOTE J
- EXISTING TREE. PROTECT IN PLACE.
- EXISTING BLOCK WALL, PROTECT IN PLACE.
- EXISTING ROCKS TO BE PROTECTED AND RELOCATED.
- EXISTING WATER METER, PROTECT IN PLACE.
- REMOVE AND DISPOSE OF EXISTING PLAY EQUIPMENT, SWINGS, AND FOOTINGS.
- REMOVE AND DISPOSE OF EXISTING CONCRETE PLAY CURB.
- REMOVE AND DISPOSE OF EXISTING PLAY AREA WOOD SURFACING.
- REMOVE AND DISPOSE OF EXISTING 12" DEEP SAND PLAY AREA SURFACING.
- REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCING AND FOOTINGS.
- REMOVE AND DISPOSE OF EXISTING SHADE STRUCTURE AND FOOTINGS.
- REMOVE AND DISPOSE OF EXISTING LOW RETAINING BLOCK WALL AND FOOTINGS.
- REMOVE AND DISPOSE OF EXISTING BARBECUE.
- REMOVE AND DISPOSE OF EXISTING PICNIC TABLE.
- REMOVE EXISTING TRASH RECEPTACLES AND TURN OVER TO CITY.
- REMOVE AND DISPOSE OF EXISTING CONCRETE WALK.
- SAWCUT EXISTING CONCRETE.
- SALVAGE EXISTING PARK PLAQUE AND RELOCATE PER CONSTRUCTION PLANS. REMOVE AND DISPOSE OF EXISTING CONCRETE PEDESTAL. REFER TO SHEET ??
- EXISTING IRRIGATION VACUUM BREAKER TO BE REPLACED WITH BACKFLOW PREVENTER PER IRRIGATION PLANS. REFER TO SHEET IP-1.
- EXISTING ELECTRICAL PANEL TO BE REPLACED PER ELECTRICAL PLANS. REFER TO SHEET E-011.
- EXISTING TREE, REMOVE AND GRIND ROOTBALL TO A DEPTH OF 3'.
- REMOVE AND DISPOSE OF EXISTING BENCH.
- PROTECT EXISTING UTILITY POLE.
- EXISTING IRRIGATION CONTROL VALVE TO BE REMOVED AND DISPOSED.

DEMOLITION NOTES

- REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION & REQUIREMENTS.
- ALL WORK WITHIN STREET RIGHT-OF-WAY WILL REQUIRE AN ENCROACHMENT PERMIT FROM CITY PUBLIC WORKS DEPARTMENT. CONTRACTOR SHALL APPLY FOR PERMIT.
- CONTRACTOR SHALL SECURE THE CONSTRUCTION AND MAINTENANCE PERIOD WITH A 6' HIGH TEMPORARY CHAIN LINK FENCE AND GATES WITH FULL HEIGHT 70% OPAQUE WINDSCREEN COVER FOR THE DURATION OF THE CONSTRUCTION PERIOD, INCLUDING THE MAINTENANCE PERIOD. CONTRACTOR SHALL PROVIDE AND INSTALL WEATHER PROOF SIGN (12"x18") EVERY 50 LF ALONG FENCE STATING "CAUTION, CONSTRUCTION ZONE HAZARDOUS AREA KEEP OUT". LOCATION OF FENCE AND GATES SHALL BE AT THE CONTRACTOR'S DISCRETION. RELOCATION DUE TO CONSTRUCTION SHALL BE CONSIDERED AS PART OF BID. NO EXTRA COST WILL BE ALLOWED.
- CONTRACTOR IS RESPONSIBLE FOR COMPLETE REMOVAL FROM SITE OF ALL MATERIAL SPECIFIED ON THESE PLANS TO BE REMOVED, UNLESS SPECIFIED TO BE STORED ON SITE OR TURNED OVER TO OWNER. CONTRACTOR SHALL CLEAR SITE OF ANY REMAINING DEBRIS PRIOR TO BEGINNING CONSTRUCTION. ALL DEBRIS SHALL BE LEGALLY DISPOSED OF AT A FACILITY LICENSED TO ACCEPT SUCH MATERIAL.
- CONTRACTOR SHALL PROTECT ALL EXISTING FACILITIES DURING DEMOLITION AND IS RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY DAMAGED MATERIAL NOT SPECIFIED FOR REMOVAL.
- CONTRACTOR SHALL BE FAMILIAR WITH THE SITE AND SHALL REPORT ANY POTENTIAL PROBLEMS OR DISCREPANCIES TO THE CITY AND THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING ANY WORK.
- CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING AND LOCATING ALL EXISTING ON-SITE AND OFF-SITE UTILITIES PRIOR TO ANY DEMOLITION AND IS ALSO RESPONSIBLE FOR DAMAGE TO UTILITIES. LOCATION OF UTILITIES SHOWN ON PLANS IS APPROXIMATE ONLY. CONTRACTOR TO CONTACT THE UNDERGROUND SERVICE ALERT AT 811 AND CITY REPRESENTATIVE PRIOR TO PROCEEDING WITH DEMOLITION OPERATIONS.
- CONTRACTOR IS RESPONSIBLE FOR ALL EROSION CONTROL FOR THE CONSTRUCTION SITE DURING BOTH CONSTRUCTION AND MAINTENANCE PERIODS. REFER TO SHEET ECP-1, EROSION CONTROL PLAN.
- REMOVE ALL VEGETATION WITHIN PROPOSED CONSTRUCTION AREAS TO A DEPTH OF 2" BELOW EXISTING SURFACE. GRUB AND REMOVE ALL TREE AND SHRUB ROOTS TO A DEPTH OF 36". REMOVE ALL DEMOLITION MATERIAL FROM SITE AND DISPOSE OF IT AT A DUMP SITE LICENSED TO ACCEPT SUCH MATERIAL.
- CONTRACTOR IS RESPONSIBLE FOR REMOVAL, EXCAVATION AND BACKFILL OF ALL ITEMS REQUIRING REMOVAL THAT ARE NOT SPECIFICALLY MENTIONED ON THE PLANS BUT ARE REQUIRED FOR PROPER EXECUTION OF WORK & PLANS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

MAPLE STREET

TREE PROTECTION NOTE

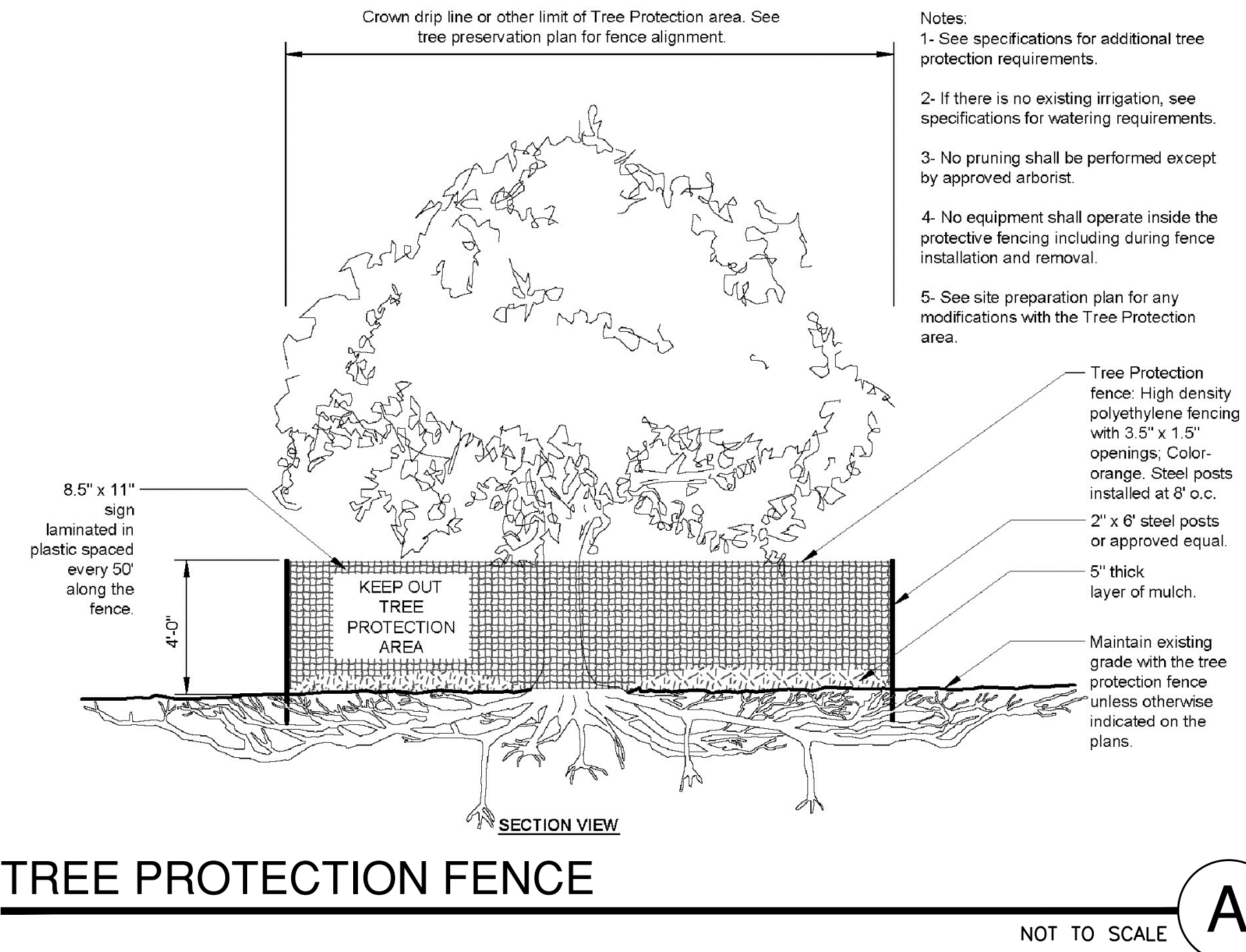
TEMPORARY PROTECTIVE FENCING SHALL BE INSTALLED AND CARE TAKEN TO AVOID DAMAGE TO TREE CANOPIES OR ROOT SYSTEMS DURING CONSTRUCTION, GRADING, AND TRENCHING-USE HAND TOOLS WHEN WORKING AROUND ROOTS, AND DO NOT CUT ROOTS 2" DIAMETER OR LARGER. NO WASHING OF CHEMICALS OR EQUIPMENT SHOULD BE ALLOWED UNDER TREE CANOPIES. PROVIDE OCCASIONAL DEEP WATERING AS NECESSARY TO KEEP TREES HEALTHY UNTIL THE NEW IRRIGATION SYSTEM IS INSTALLED. SEE DETAIL A, SAME SHEET FOR FENCE TYPE AND INSTALLATION.

STREET SWEEPING NOTE

CONTRACTOR RESPONSIBLE FOR DIRT AND DEBRIS FROM EQUIPMENT TRAFFIC ON MAPLE ST.

TRAFFIC CONTROL NOTE

TRAFFIC CONTROL DEVICES AND SIGNAGE WILL BE PROVIDED BY CONTRACTOR.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#1710

Project: 2267

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CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
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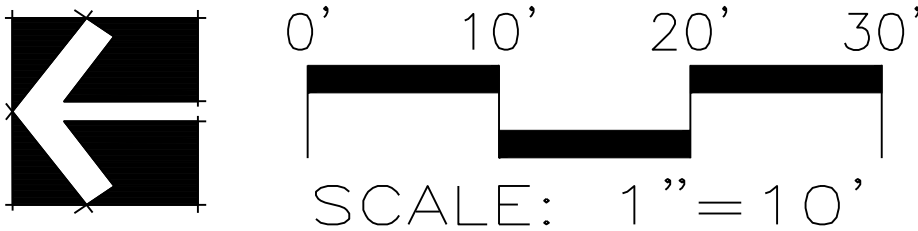


Date: 12-6-23
Design: M HIRSCH
Job No: 2267

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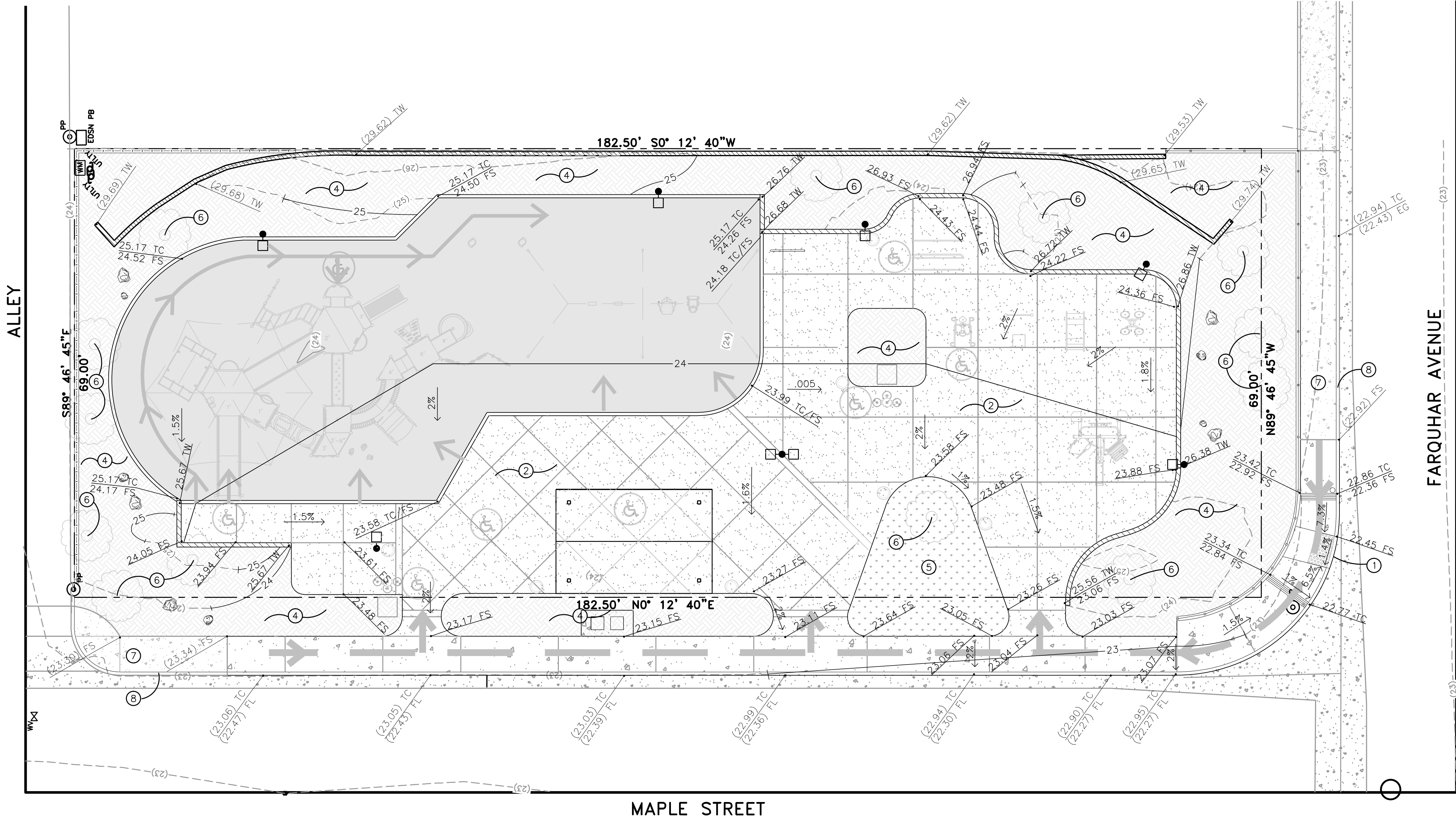
DEMOLITION
PLAN

Sheet 2
DP-1
of 23





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GRADING HATCH AND SYMBOL LEGEND

	NEW PLANTING AREA
	EXISTING PCC PAVING, PROTECT
	NEW NATURAL TURF
	NEW NATURAL GRAY REINFORCED PCC WALK OR PAD WITH LIGHT BROOM FINISH
	NEW NATURAL GRAY REINFORCED PCC SIDEWALK
	NEW PLAY AREA RUBBER SURFACING
	EXISTING POWER POLE, PROTECT IN PLACE
	EXISTING TREE, PROTECT IN PLACE
	PERCENTAGE OF SLOPE AND DIRECTION OF FLOW ON PROPOSED FINISH SURFACE
	EXISTING CONTOUR LINE
	NEW CONTOUR LINE

GRADING ABBREVIATION LEGEND

FG	FINISH GRADE
FS	FINISH SURFACE
FL	FLOW LINE
GB	GRADE BREAK
HPS	HIGH POINT SWALE
INV	INVERT
MAX	MAXIMUM
PCC	PORTLAND CEMENT CONCRETE
TC	TOP OF CURB

GRADING KEY LEGEND

- 4" THICK REINFORCED NATURAL GRAY PCC ACCESSIBLE CURB RAMP
- 4" THICK REINFORCED NATURAL GRAY PCC WALK OR PAD
- RUBBER SURFACING WITH BASE AT PLAY AREA
- PLANTER AREA
- TURF AREA
- EXISTING TREE, PROTECT IN PLACE OUT TO DRIP LINE. SEE TREE PROTECTION NOTES ON DEMOLITION PLAN, SHEET DP-1.
- EXISTING CONCRETE, PROTECT IN PLACE
- EXISTING CURB AND GUTTER, PROTECT IN PLACE

LEGEND

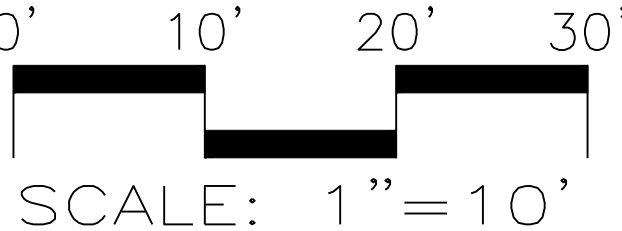
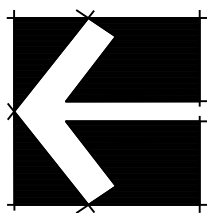
- ACCESSIBLE PATH OF TRAVEL FROM PARKING ENTRY
- ACCESSIBLE PATH OF TRAVEL WITHIN PLAYGROUND

ACCESSIBLE PATH OF TRAVEL NOTES

- SITE FULLY COMPLIES WITH 2022 CBC, ACCESSIBILITY STANDARDS AND IS SUBJECT TO FIELD VERIFICATION.
- ACCESSIBLE ROUTES TO HAVE MAXIMUM SLOPE OF 5% AND CROSS SLOPE OF 2% WITH MINIMUM 48" CLEAR WIDTH.

ACCESSIBLE PATH OF TRAVEL

PATH OF TRAVEL (P.O.T.) AS INDICATED IS A BARRIER-FREE ACCESSIBLE ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1" BEVELED AT A SLOPE NOT STEEPER THAN 1:2, EXCEPT THAT LEVEL CHANGES ARE 1" MAXIMUM VERTICAL AND IS AT LEAST 48" WIDE. SURFACE SHALL BE STABLE, FIRM, AND SLIP-RESISTANT. CROSS-SLOP SHALL NOT BE STEEPER THAN 1:48 AND RUNNING SLOPE SHALL NOT BE STEEPER THAN 1:20 UNLESS OTHERWISE INDICATED. (SECTION 11B-403.3) P.O.T. SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM (SECTION 11B-307.4) AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL SURFACES BETWEEN 27" AND 80" ABOVE FINISH FLOOR OR GROUND (SECTION 11B-307.2). PROVIDE FLUSH TRANSITIONS AT ANY ADJOINING JOINTS BETWEEN NEW AND EXISTING (E) WALK SURFACES IN P.O.T. ARCHITECT TO VERIFY THAT THERE ARE NO BARRIERS IN THE P.O.T. AND ALL P.O.T. COMPLY WITH SECTION 11B-206.



Sheet 3
GP-1
of 23

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LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

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3871 FARQUHAR AVENUE
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Job No: 2267

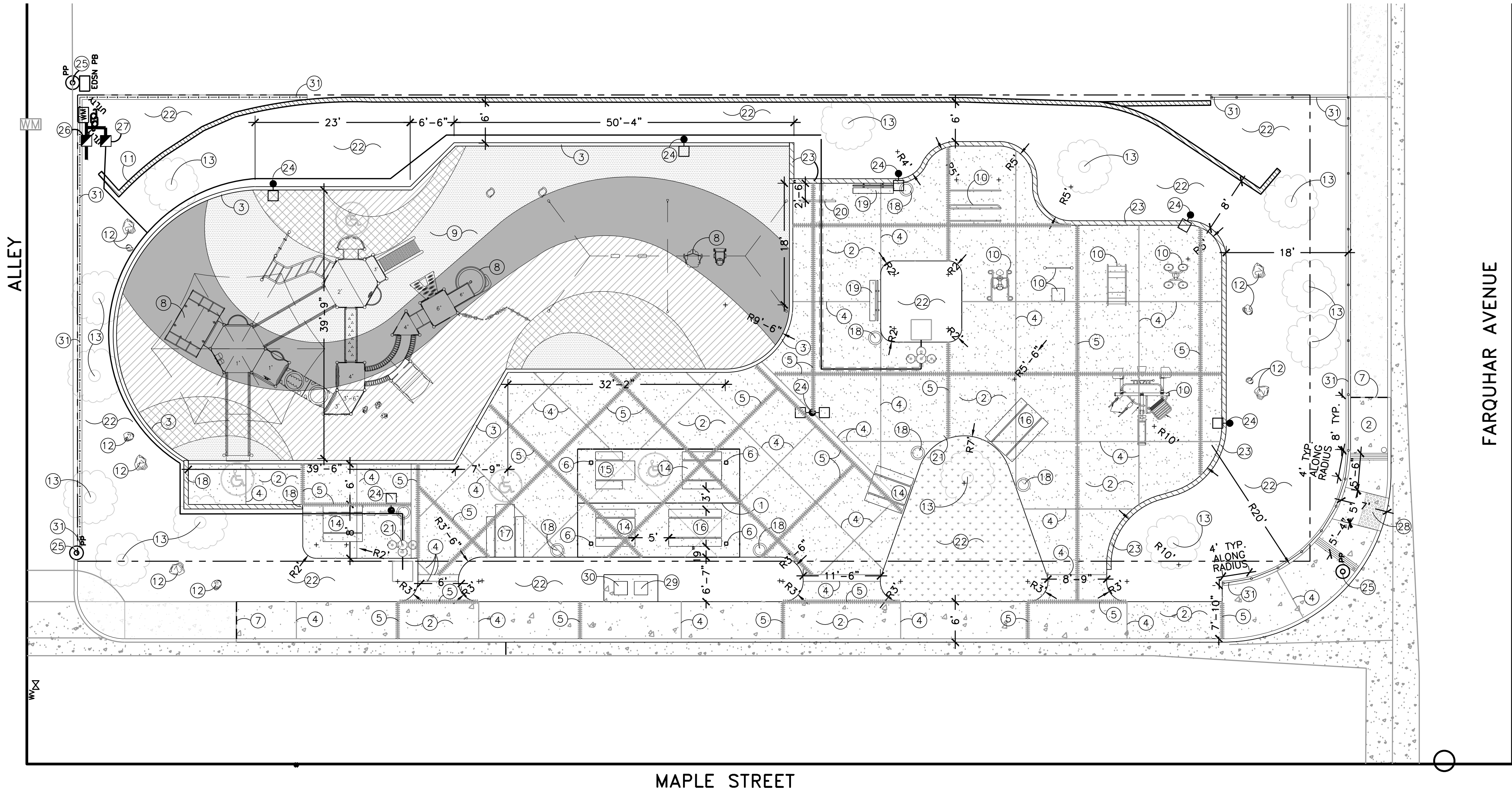
Description:

GRADING
PLAN





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MAPLE STREET

FARQUHAR AVENUE

CONSTRUCTION NOTES

- CONTRACTOR SHALL CONSTRUCT IN THEIR ENTIRETY ALL ITEMS OF WORK AS SHOWN ON PLANS AND DELINEATED IN SPECIFICATIONS.
- CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, DIMENSIONS, LOCATIONS, AND DEPTHS OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. NOTIFY USA ALERT @ 811 (48) HOURS PRIOR TO START OF WORK.
- ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS, LOCAL ORDINANCES AND ADA REQUIREMENTS, "TITLE 24 ACCESSIBILITY REQUIREMENTS", AND THE 2022 CALIFORNIA BUILDING CODE.
- CONTRACTOR SHALL KEEP JOB SITE FREE OF DEBRIS AT ALL TIMES.
- ALL ANCHORS AND REINFORCEMENTS SHALL BE HELD IN PLACE, TIED AND OR SUPPORTED PRIOR TO PLACEMENT OF CONCRETE.
- PERFORM ALL EXCAVATION, COMPACTED BACK FILLING AND GRADING OPERATION TO ESTABLISH ALL SUB GRADES AND FINISH GRADES FOR ALL ITEMS OF CONSTRUCTION AS INDICATED ON PLANS.
- CONTRACTOR TO CLEAR SITE OF ALL WEED AND GRASS GROWTH PRIOR TO START OF WORK. CONTRACTOR SHALL MAINTAIN SITE IN WEED FREE CONDITION DURING CONSTRUCTION BY SPRAYING ALL WEED GROWTH WITH "ROUNDUP" AND REMOVING GROWTH FROM SITE. ALLOW 10 DAYS BETWEEN SPRAYING AND REMOVAL.
- CONTRACTOR SHALL PROVIDE ALL SURVEY WORK NECESSARY FOR CONSTRUCTION. CONTRACTOR SHALL ESTABLISH ALL ELEVATIONS FOR CONSTRUCTION. TOPOGRAPHIC SURVEY OF SITE WITH CONTROL POINTS WILL BE PROVIDED TO CONTRACTOR BY LANDSCAPE ARCHITECT.
- ALL LAYOUT AND FORMING OF CONSTRUCTION ITEMS MUST BE REVIEWED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- RADIUS ALL EXPOSED EDGES OF CONCRETE WITH 1/2" RADIUS FINISHING TOOL.
- ALL CONCRETE FLAT WORK SHALL BE 4" THICK WITH A MEDIUM BROOM FINISH UNLESS SPECIFIED OTHERWISE.
- ALL WORK SHALL COMPLY WITH ALL REQUIREMENTS OF THE CALIFORNIA ORGANIZATIONAL SAFETY AND HEALTH ADMINISTRATION.
- ALL NEW CONSTRUCTION TO MEET AND MATCH EXISTING.

CONSTRUCTION LEGEND

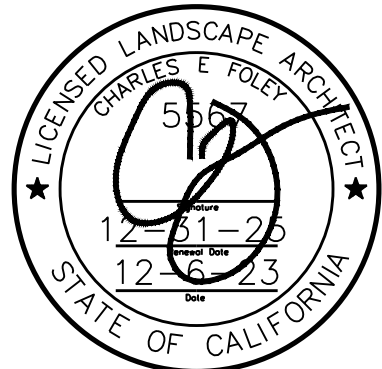
- PROVIDE AND INSTALL 16'x24' REK SHADE SHELTER. MANUFACTURER: POLIGON. CONTACT: JOHN JASON AT MIRACLE PLAYGROUND. (800)264-7225 EX 311. DEFERRED SUBMITTAL. REFER TO DETAIL B, SHEET CD-3.
- CONSTRUCT 4" THICK REINFORCED NATURAL GREY CONCRETE WITH MEDIUM BROOM FINISH. REFER TO DETAIL A, SHEET CD-1. TO INCLUDE CONTROL AND EXPANSION JOINTS PER PLAN.
- CONSTRUCT 8"x18" NATURAL GRAY CONCRETE PLAY CURB. REFER TO DETAIL F, SHEET CD-1.
- CONSTRUCT CONTROL JOINT. REFER TO DETAIL C, SHEET CD-1. TYPICAL AS SHOWN ON PLAN.
- CONSTRUCT CAULKED EXPANSION JOINT. REFER TO DETAIL B, SHEET CD-1. TYPICAL AS SHOWN ON PLAN.
- CONSTRUCT CAULKED EXPANSION JOINT AT SHADE STRUCTURE FOOTING. REFER TO DETAIL E, SHEET CD-1.
- MEET AND MATCH NEW CONCRETE TO EXISTING CONCRETE. REFER TO DETAIL D, SHEET CD-1.
- INSTALL PLAY EQUIPMENT BY GAMETIME PER DETAIL A, SHEET CD-4. EQUIPMENT PROVIDED BY CITY.
- INSTALL POURED IN PLACE RUBBER SURFACING WITH ALIPHATIC BINDER AT PLAY AREA. COLORS AND LAYOUT PER DETAIL A, SHEET CD-4.
- INSTALL CITY PROVIDED FITNESS EQUIPMENT PER DETAIL A, SHEET CD-5.
- NEW ELECTRICAL METER, REFER TO SHEET E-011.
- RELOCATED EXISTING BOULDERS. INSTALL PER DETAIL E, SHEET PD-1.
- PROTECT EXISTING TREE, TYPICAL.
- PROVIDE AND INSTALL 6' PICNIC TABLE WITH BENCH SEATING. MANUFACTURER: THOMAS STEELE. MODEL: FWTP-6S-WI-P. POWDERCOAT COLOR: TITANIUM. SURFACE MOUNT TABLE WITH MOUNTING HARDWARE PER MANUFACTURER'S SPECIFICATIONS ON CONCRETE. CONTACT: 800-448-7931. QTY: 4 REFER TO DETAIL A, SHEET CD-3.
- PROVIDE AND INSTALL ACCESSIBLE 6' PICNIC TABLE WITH BENCH SEATING. MANUFACTURER: THOMAS STEELE. MODEL: FWTP-6HCS-WI-P. POWDERCOAT COLOR: TITANIUM. SURFACE MOUNT TABLE WITH MOUNTING HARDWARE PER MANUFACTURER'S SPECIFICATIONS ON CONCRETE. CONTACT: 800-448-7931. QTY: 1 REFER TO DETAIL A, SHEET CD-3.
- PROVIDE AND INSTALL 8' PICNIC TABLE WITH BENCH SEATING. MANUFACTURER: THOMAS STEELE. MODEL: FWTP-8S-WI-P. POWDERCOAT COLOR: TITANIUM. SURFACE MOUNT TABLE WITH MOUNTING HARDWARE PER MANUFACTURER'S SPECIFICATIONS ON CONCRETE. CONTACT: 800-448-7931. QTY: 2 REFER TO DETAIL A, SHEET CD-3.
- PROVIDE AND INSTALL ACCESSIBLE 8' PICNIC TABLE WITH BENCH SEATING. MANUFACTURER: THOMAS STEELE. MODEL: FWTP-8HCS-WI-P. POWDERCOAT COLOR: TITANIUM. SURFACE MOUNT TABLE WITH MOUNTING HARDWARE PER MANUFACTURER'S SPECIFICATIONS ON CONCRETE. CONTACT: 800-448-7931. QTY: 1 REFER TO DETAIL A, SHEET CD-3.
- PROVIDE AND INSTALL STEEL TRASH RECEPTACLE BY THOMAS STEELE, OR EQUAL. MODEL: LANGDON LATR-32-WI-P. COLOR TO BE TITANIUM. SURFACE MOUNT INSTALLATION PER MANUFACTURER'S SPECIFICATION. CONTACT (800)448-7931. REFER TO DETAIL E, SHEET CD-2. QTY: 7.
- PROVIDE AND INSTALL BACKED BENCH BY THOMAS STEELE. MODEL: FWR-6-WI-P. COLOR: TITANIUM. SURFACE MOUNT WITH MOUNTING HARDWARE PER MANUFACTURER'S SPECIFICATIONS ON CONCRETE. CONTACT: . QTY-2 REFER TO DETAIL C, SHEET CD-2.
- PROVIDE AND INSTALL BICYCLE RACK. MANUFACTURER: MADRAX, OR EQUAL. MODEL: HEAVY DUTY WINDER, SURFACE MOUNT ON CONCRETE BASE. COLOR: . INSTALL WITH STAINLESS STEEL CONCRETE ANCHORS, PER MANUFACTURER'S RECOMMENDATIONS. (800) 448-7931. QTY-1. REFER TO DETAIL D, SHEET CD-2.
- PROVIDE AND INSTALL MDF DRINKING FOUNTAIN WITH BOTTLE FILLER AND PET FOUNTAIN. MODEL: 10145 SMSSFA WITH PET FOUNTAIN. INSTALL PER MANUFACTURER'S SPECIFICATIONS. REFER TO DETAILS A AND B, SHEET CD-2.
- LANDSCAPED AREA. REFER TO PLANTING PLAN.
- CONSTRUCT 30" SEAT WALL. REFER TO DETAIL H, SHEET CD-1.
- NEW SOLAR LIGHT. REFER TO ELECTRICAL PLANS.
- PROTECT EXISTING UTILITY POLE.
- IRRIGATION MAINLINE AND BACKFLOW PREVENTER, REFER TO SHEET IP-1.
- 1" POTABLE WATER MAINLINE AND BACKFLOW PREVENTER. REFER TO SHEET ID-2, DETAIL N. SLEEVE LINE UNDER CONCRETE WITH 2" DIAMETER SCHO 40 PVC.
- CURB RAMP PER STANDARD PALNS FOR PUBLI WORKS CONSTRUCTION STANDARD PLAN 111-4, TYPE 1.
- CONCRETE PEDESTAL FOR EXISTING AND NEW BRONZE PLAQUES. CONTRACTOR SHALL INSTALL BOTH EXISTING AND CITY PROVIDED NEW PLAQUE. REFER TO DETAIL I CD-1.
- 4'x8' 4" THICK CONCRETE SLAB AND CONCRETE PEDESTALS FOR BRONZE PLAQUE MOUNTS. REFER TO DETAIL I, CD-1.
- PROVIDE AND INSTALL 4' HIGH AEGIS II DECORATIVE STEEL FENCING AVAILABLE THROUGH AMERISTAR FENCING. REFER TO DETAIL G, CD-1.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

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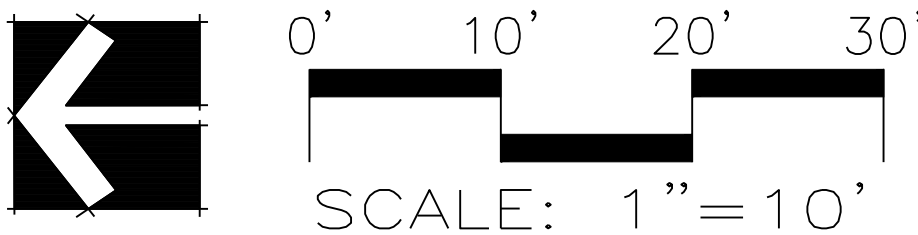
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LOS ALAMITOS, CA 90720

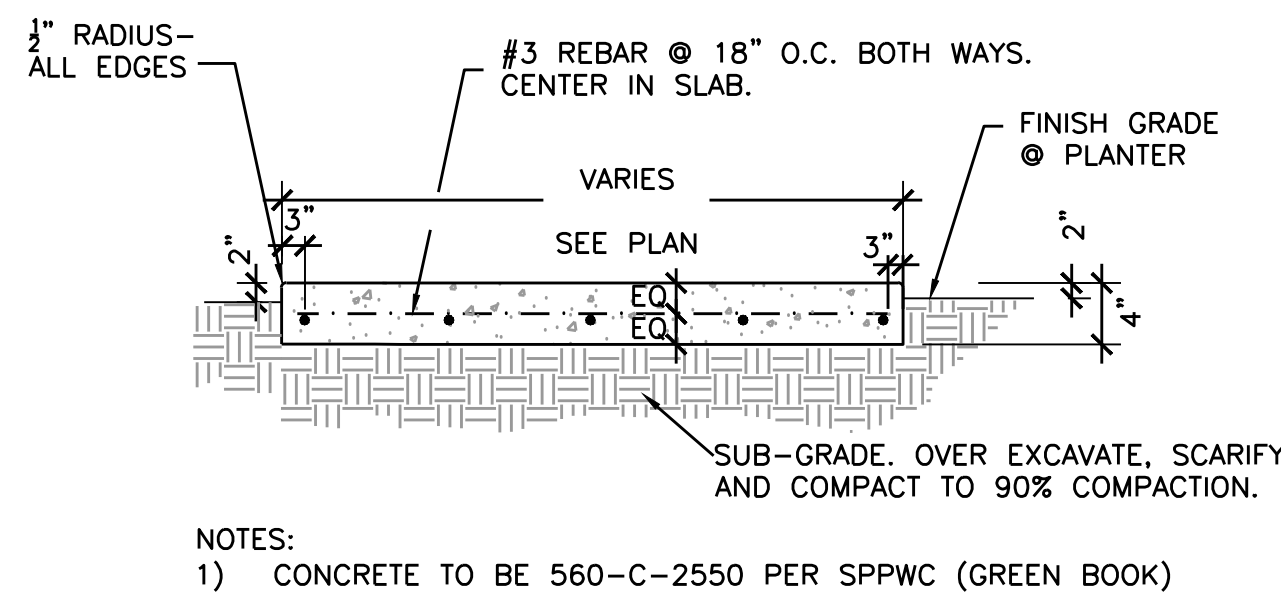


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Design: M HIRSCH
Job No: 2267

Description:
CONSTRUCTION
PLAN

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of 23

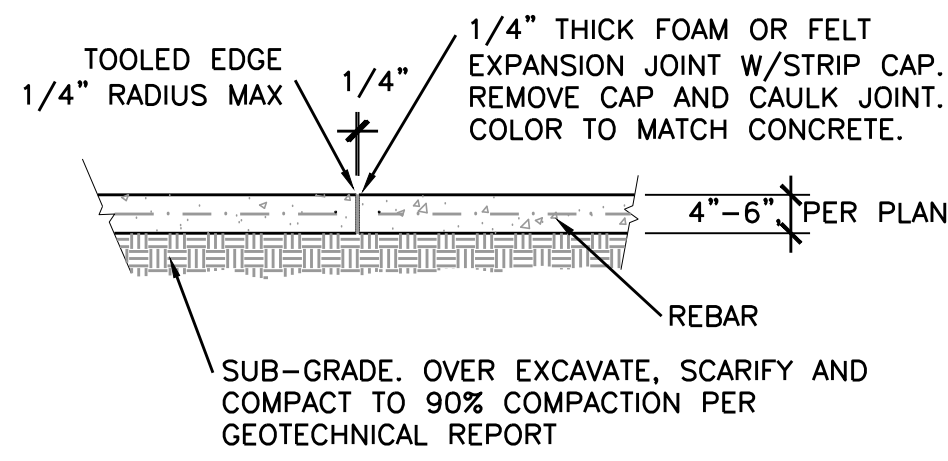




4" THICK CONCRETE

NOT TO SCALE

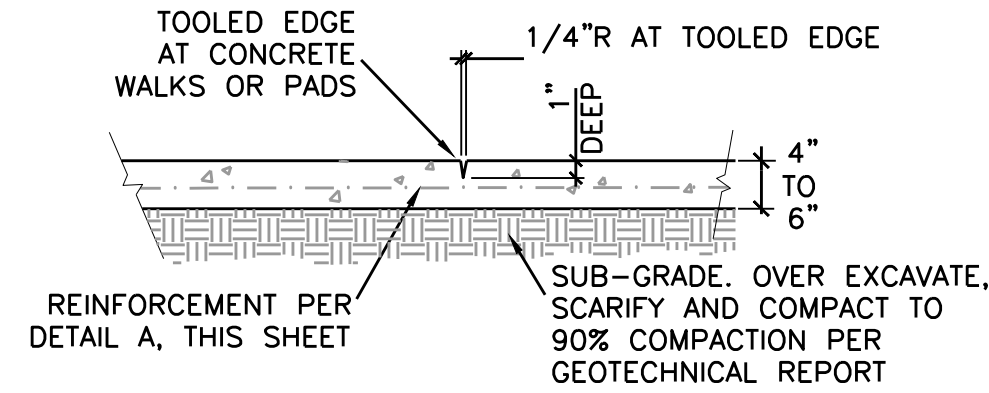
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EXPANSION JOINT

NOT TO SCALE

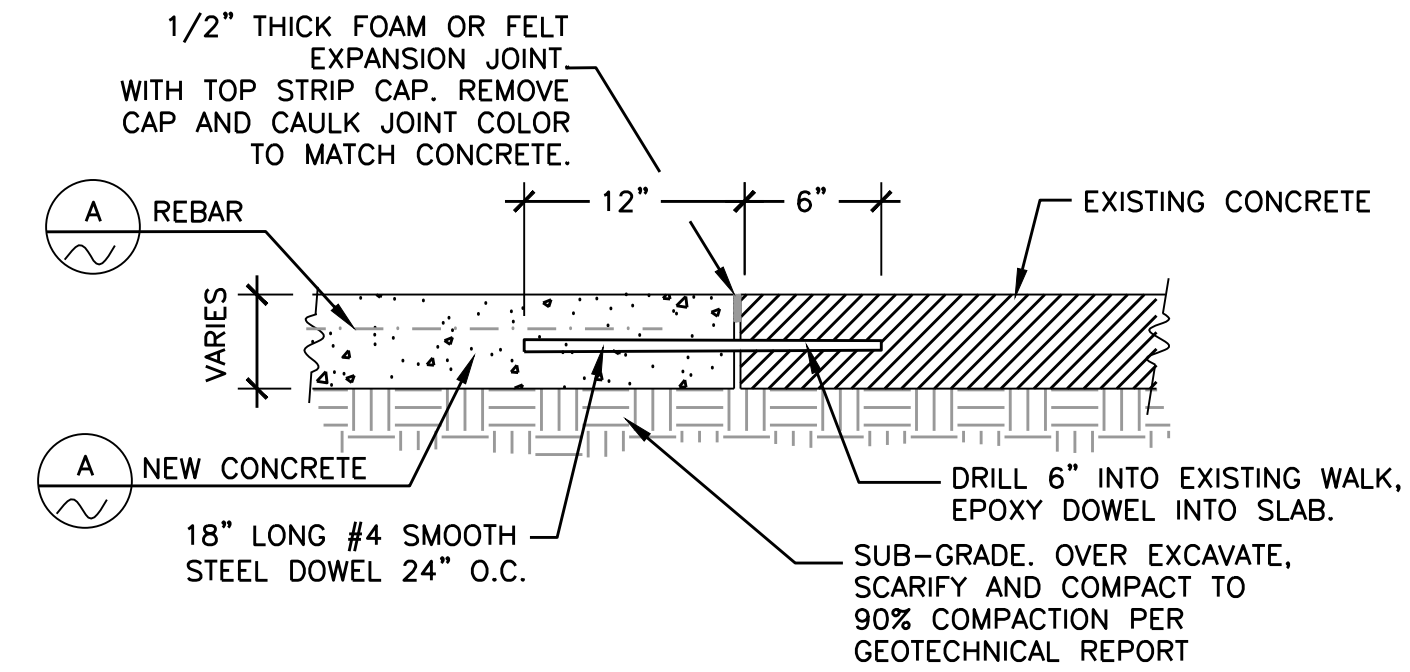
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CONTROL JOINT

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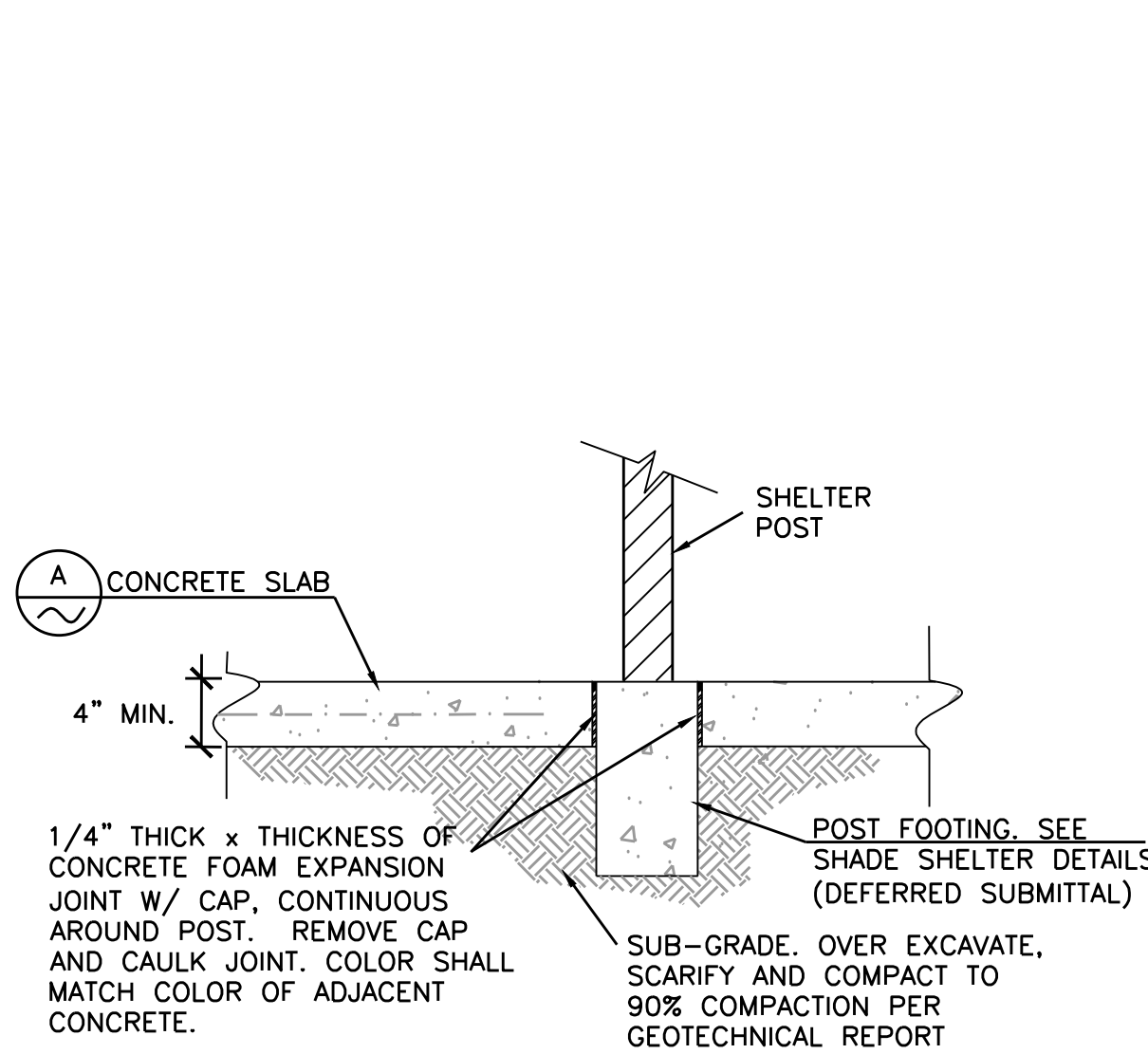
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MEET & MATCH EXISTING

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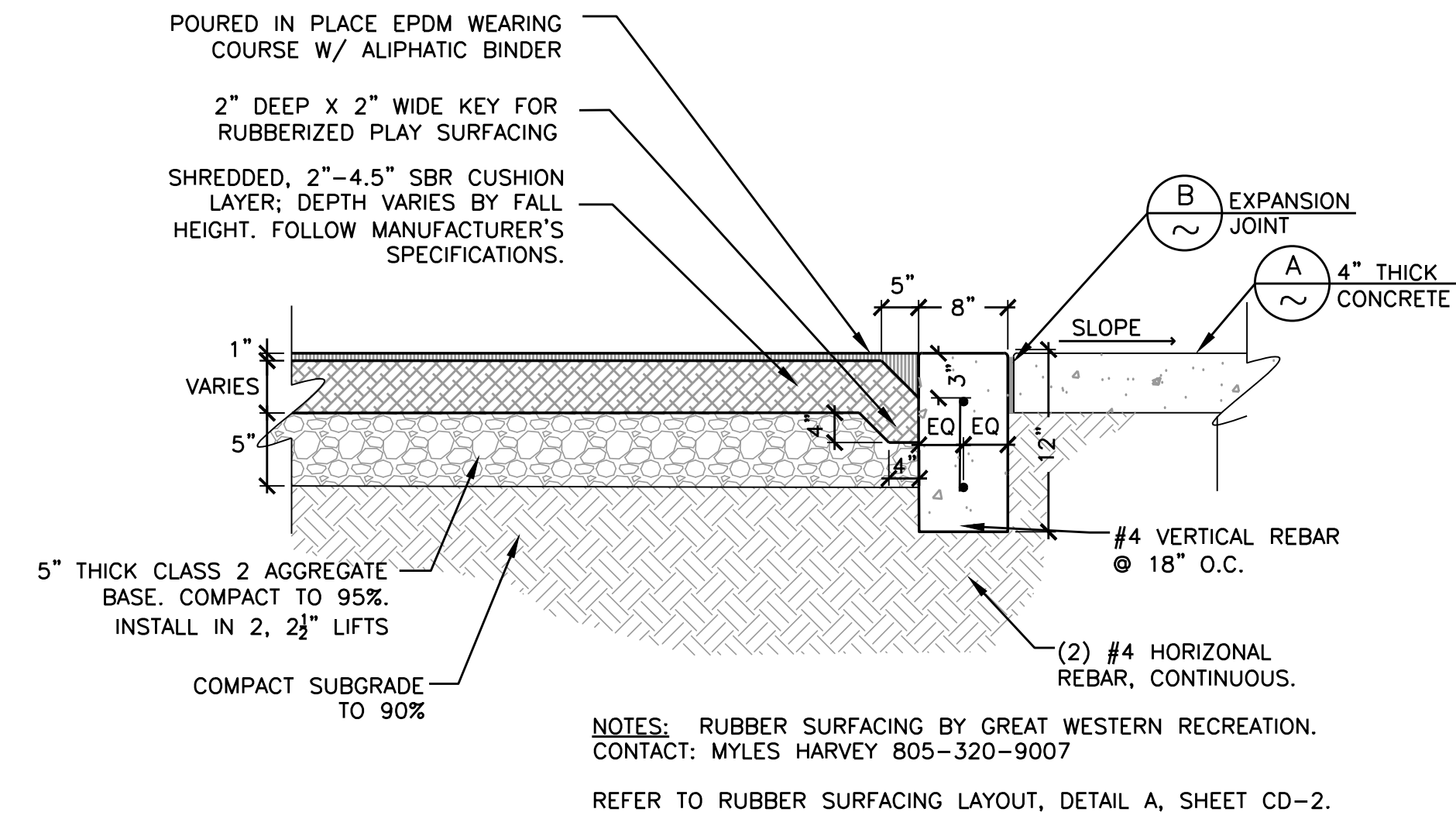
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CAULKED JOINT AT POST

NOT TO SCALE

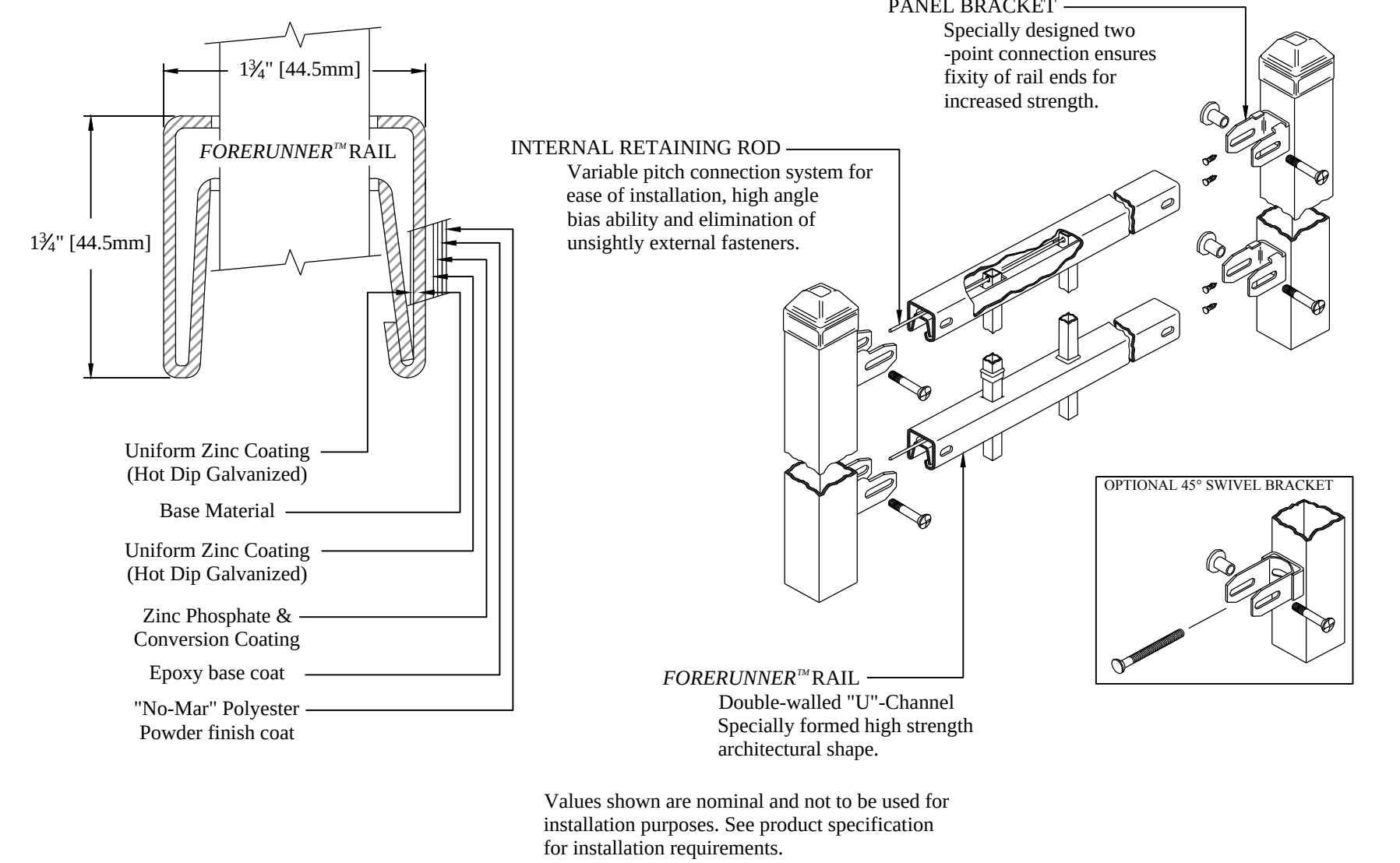
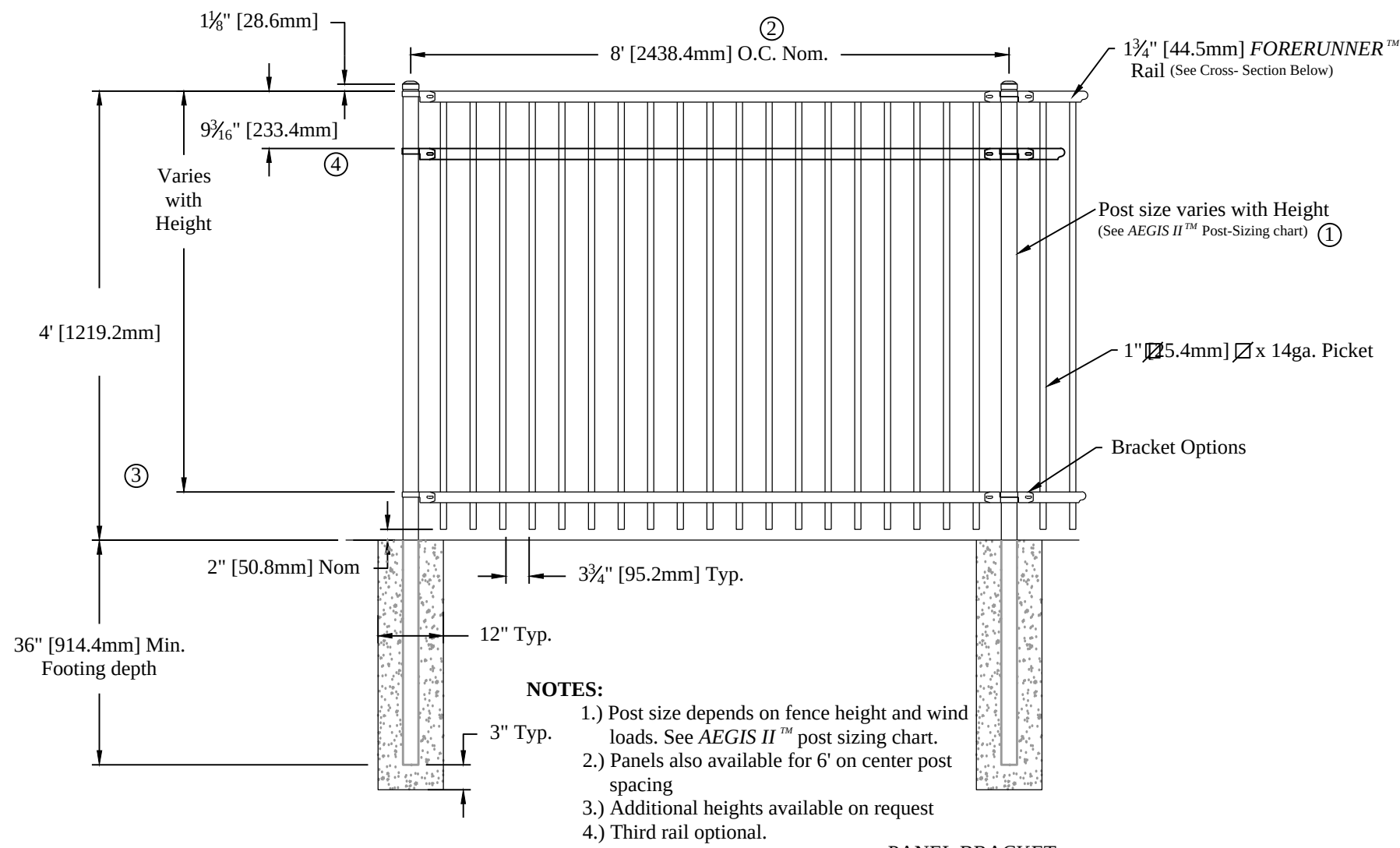
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RUBBER SURFACING AND CONCRETE PLAY CURB

NOT TO SCALE

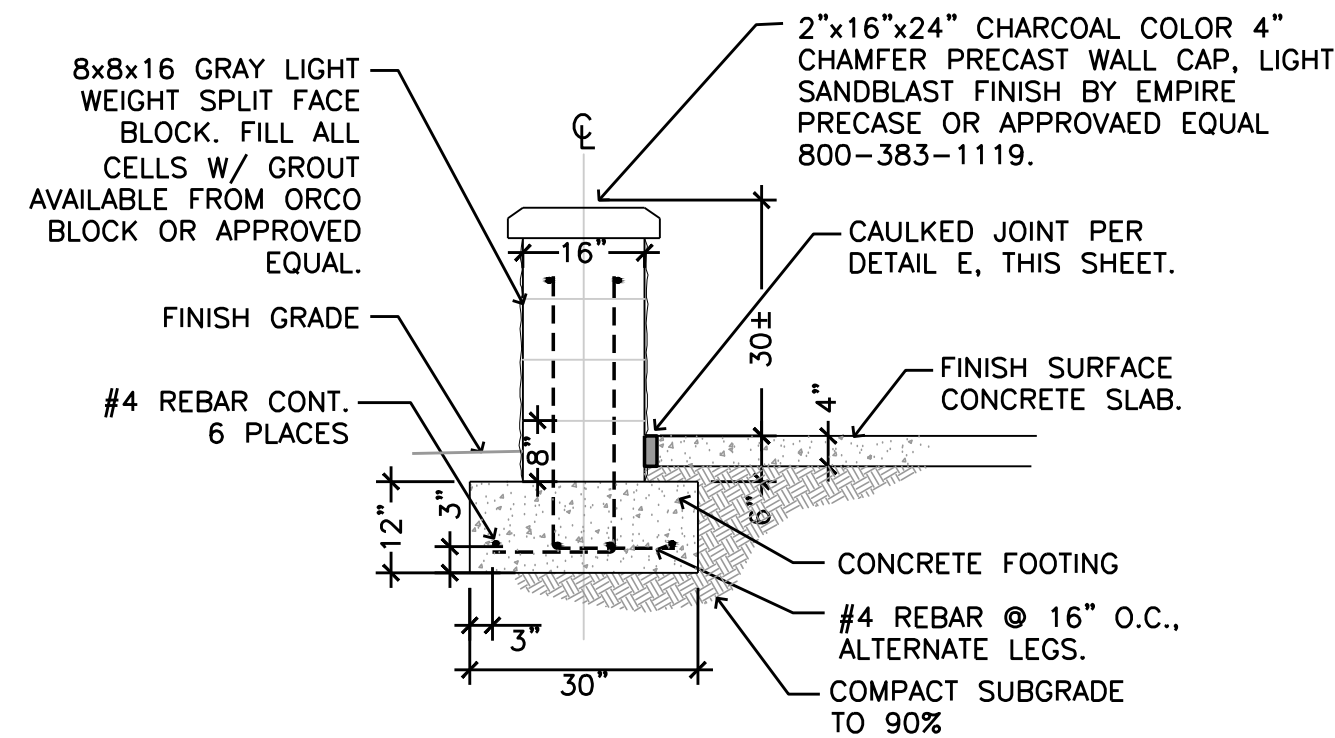
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4' AMERISTAR FENCE

NOT TO SCALE

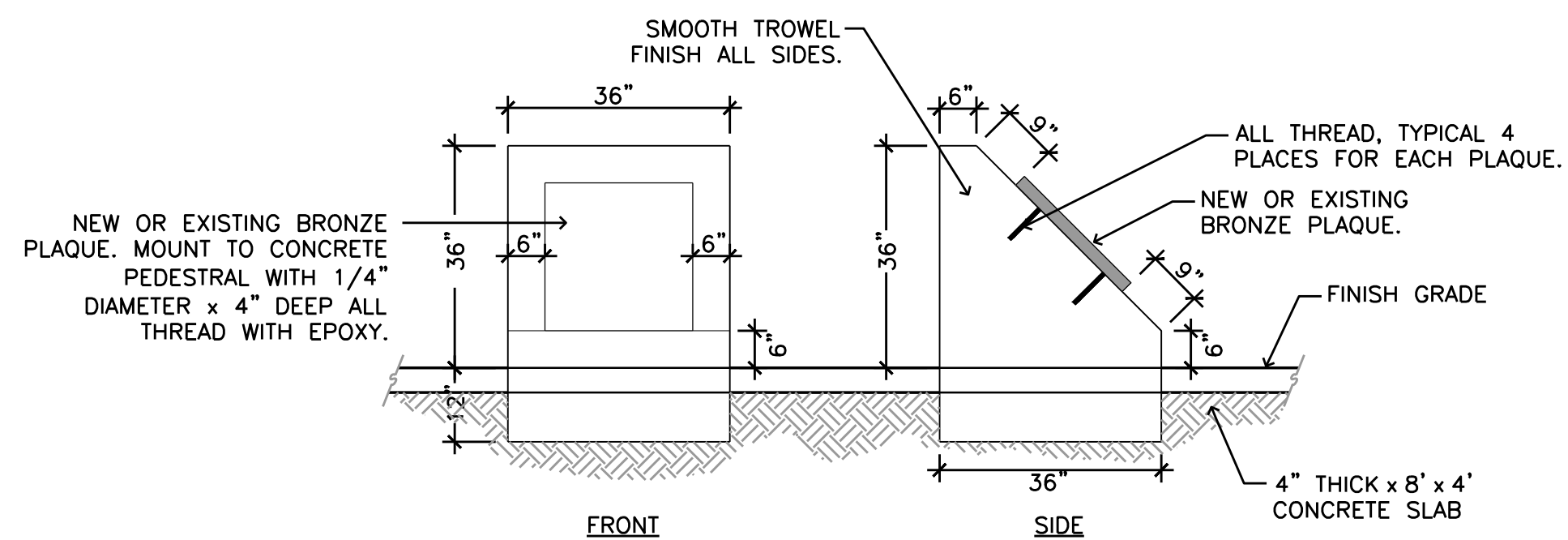
G



30" SEAT WALL

NOT TO SCALE

H



CONCRETE PEDESTAL AND BRONZE PLAQUE INSTALLATION

SCALE: 1/2" = 1'-0"

I



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LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
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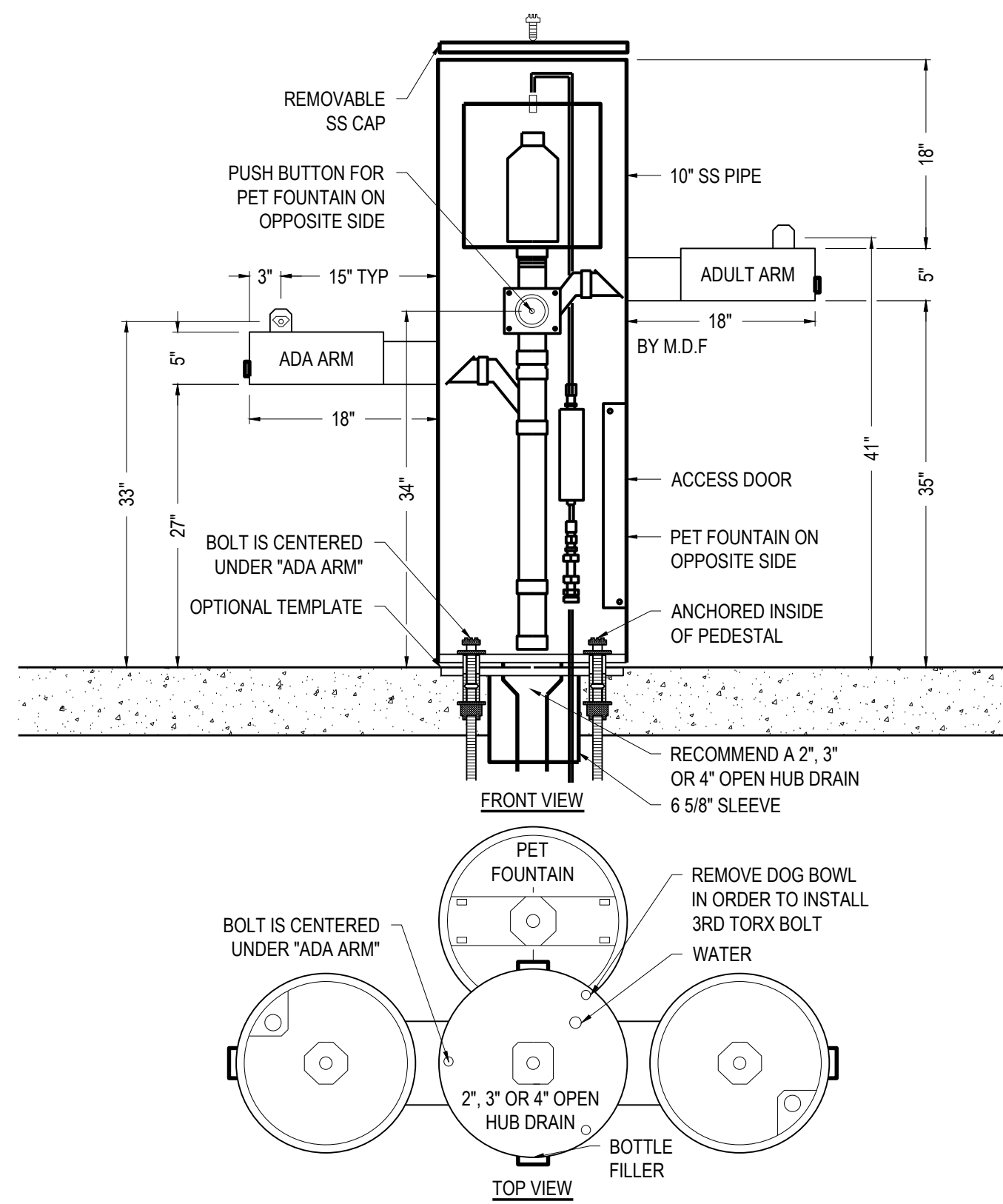
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Design: M HIRSCH
Job No: 2267

Description:
CONSTRUCTION DETAILS

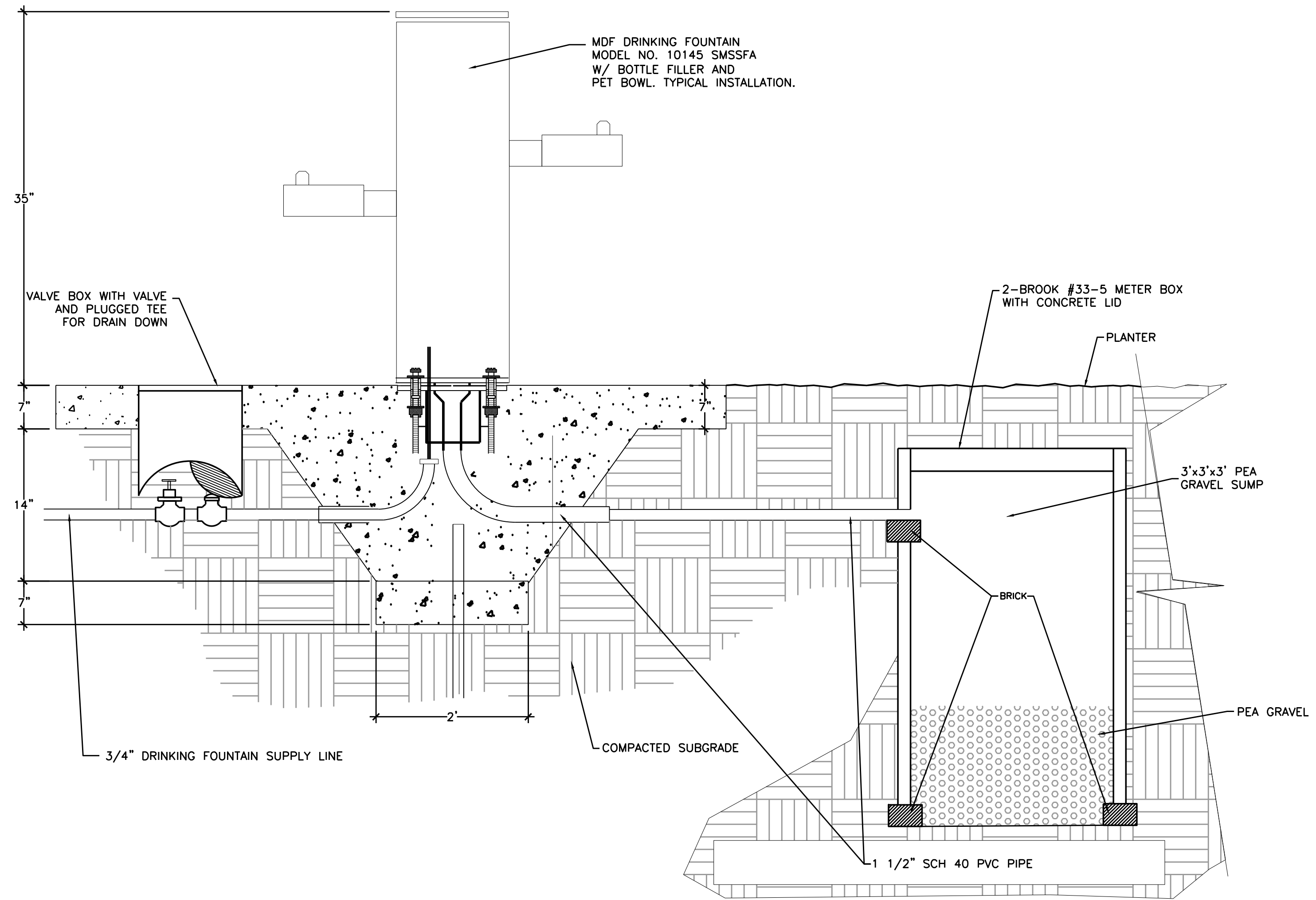
Sheet 6
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**DRINKING FOUNTAIN WITH HYDRATION
STATION AND PET FOUNTAIN**

SCALE: NTS

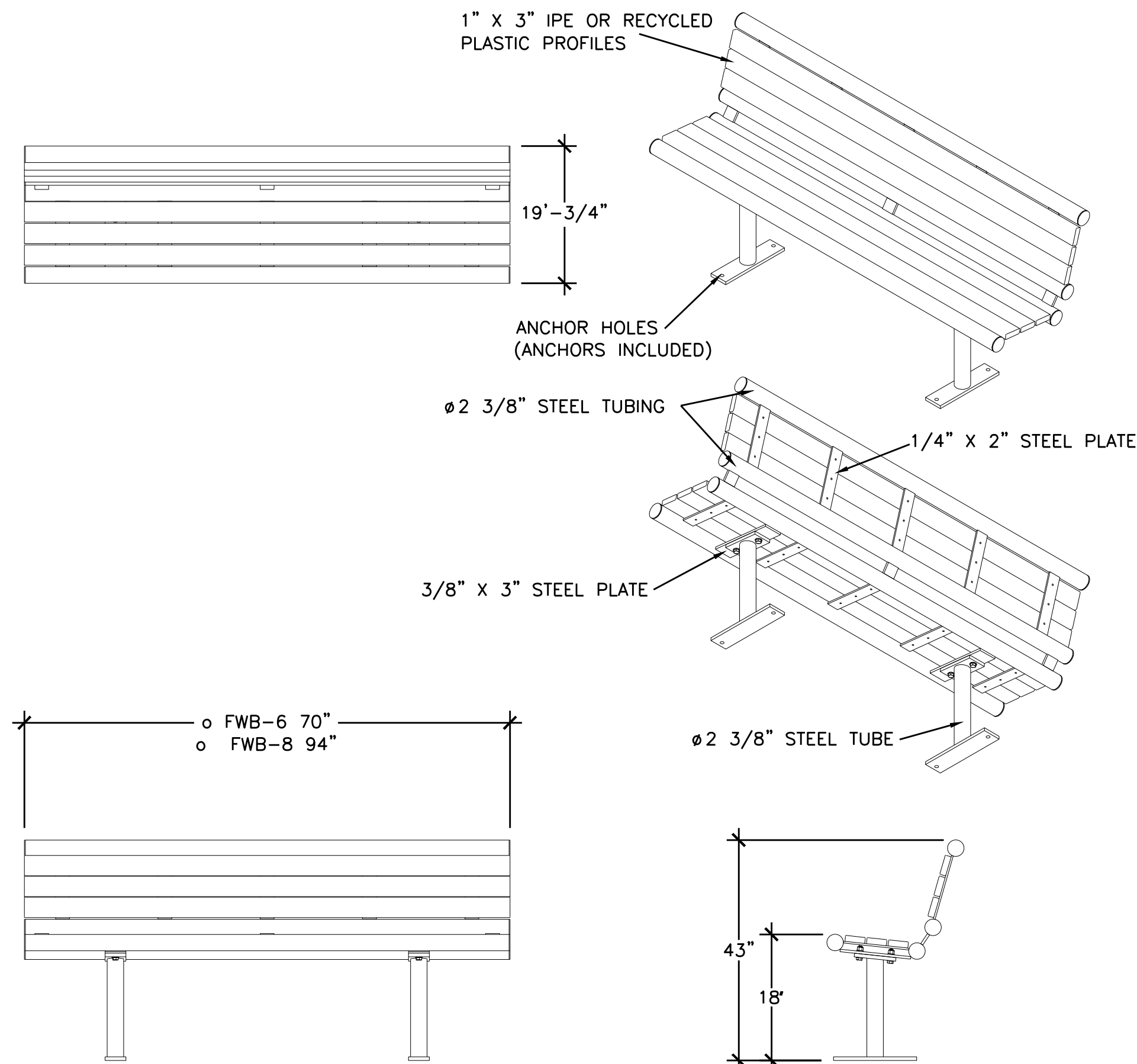
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GRAVEL SUMP FOR DRINKING FOUNTAIN

SCALE: NTS

B



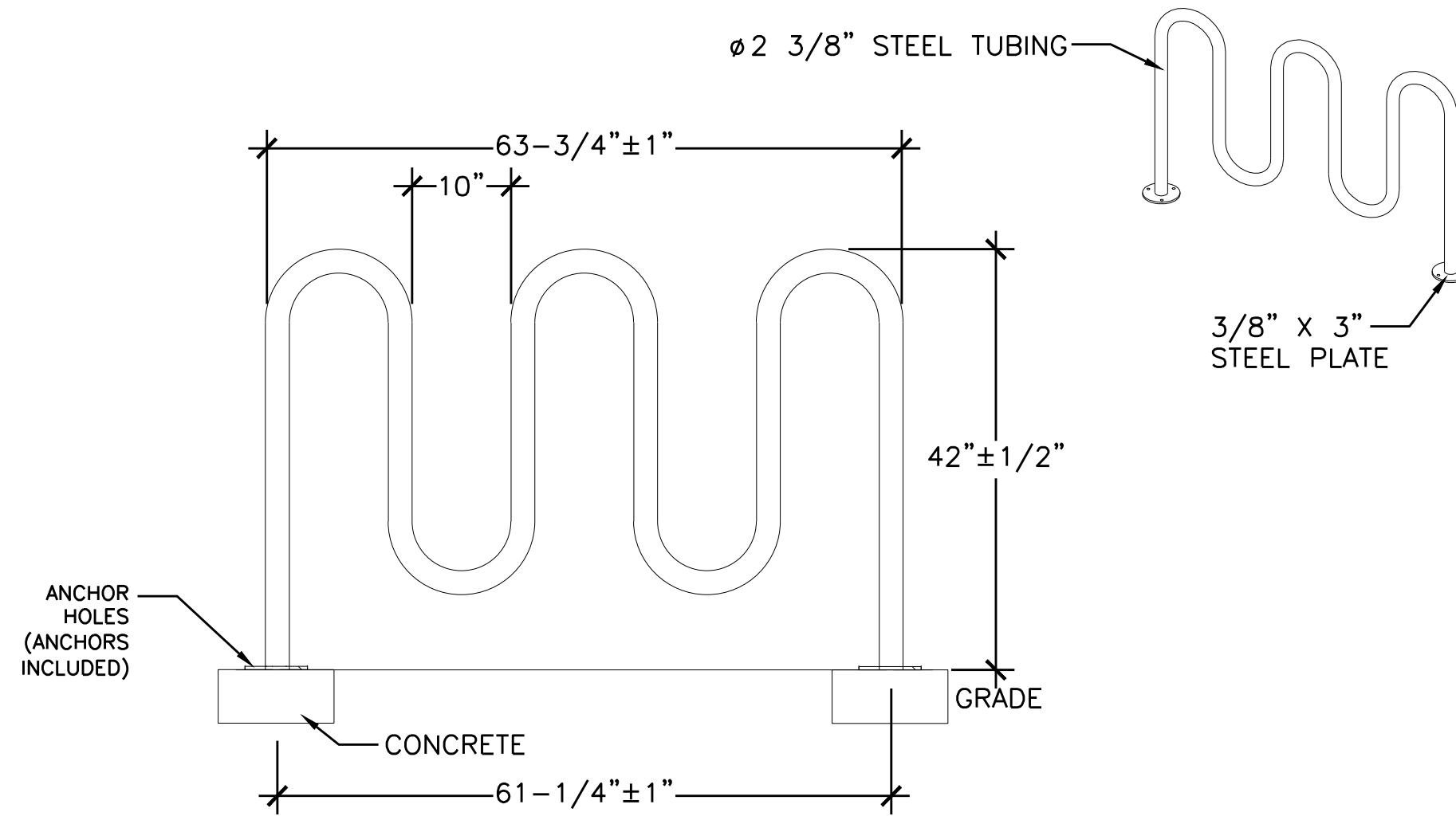
SITE FURNISHING IS POWDER COATED WITH TGIC POLYESTER. STEEL SURFACE PREP INCLUDES MECHANICAL AND CHEMICAL ETCHING FOLLOWED WITH A COATING TO IMPROVE ADHESION AND CORROSION RESISTANCE.

ALL FASTENERS ARE STAINLESS STEEL
SOME ASSEMBLY REQUIRED

BACKED BENCH

SCALE: NTS

C

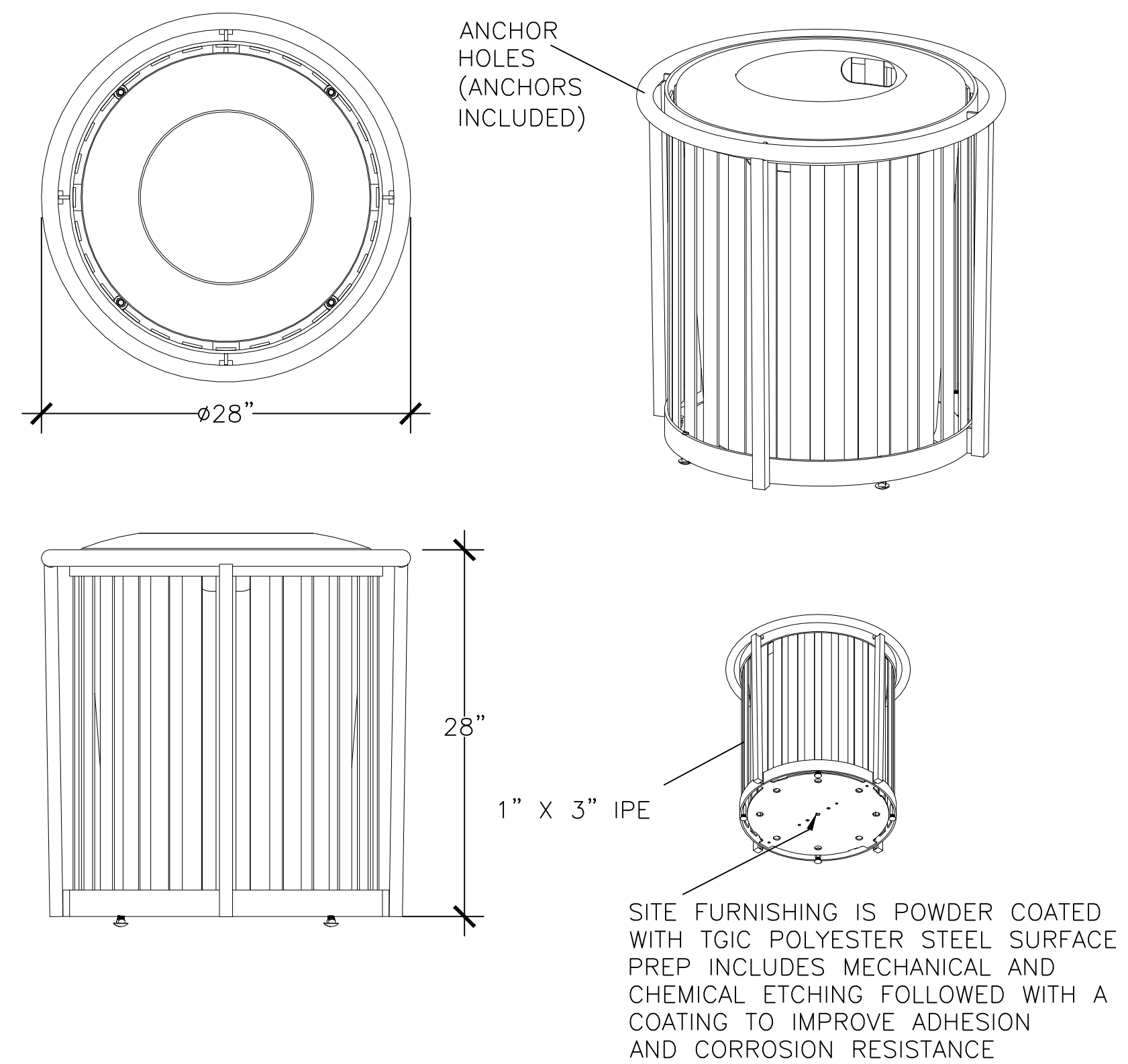


ALL FASTENERS ARE STAINLESS STEEL
SOME ASSEMBLY REQUIRED

BICYCLE RACK

SCALE: NTS

D



NOTE: CONTRACTOR SHALL SURFACE MOUNT TRASH RECEPTACLES
USING PROVIDED ANCHOR BOLTS AND CONTRACTOR PROVIDED EPOXY.

TRASH RECEPTACLE

SCALE: NTS

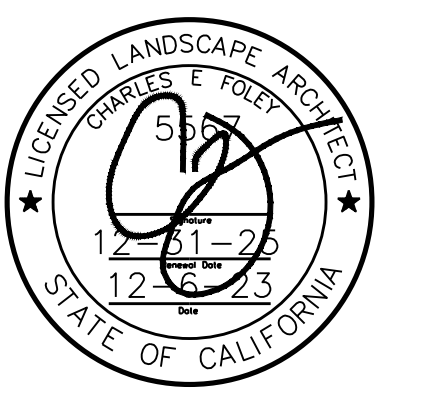
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LANDSCAPE ARCHITECTURE & PLANNING
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ANAHEIM, CALIFORNIA 92806
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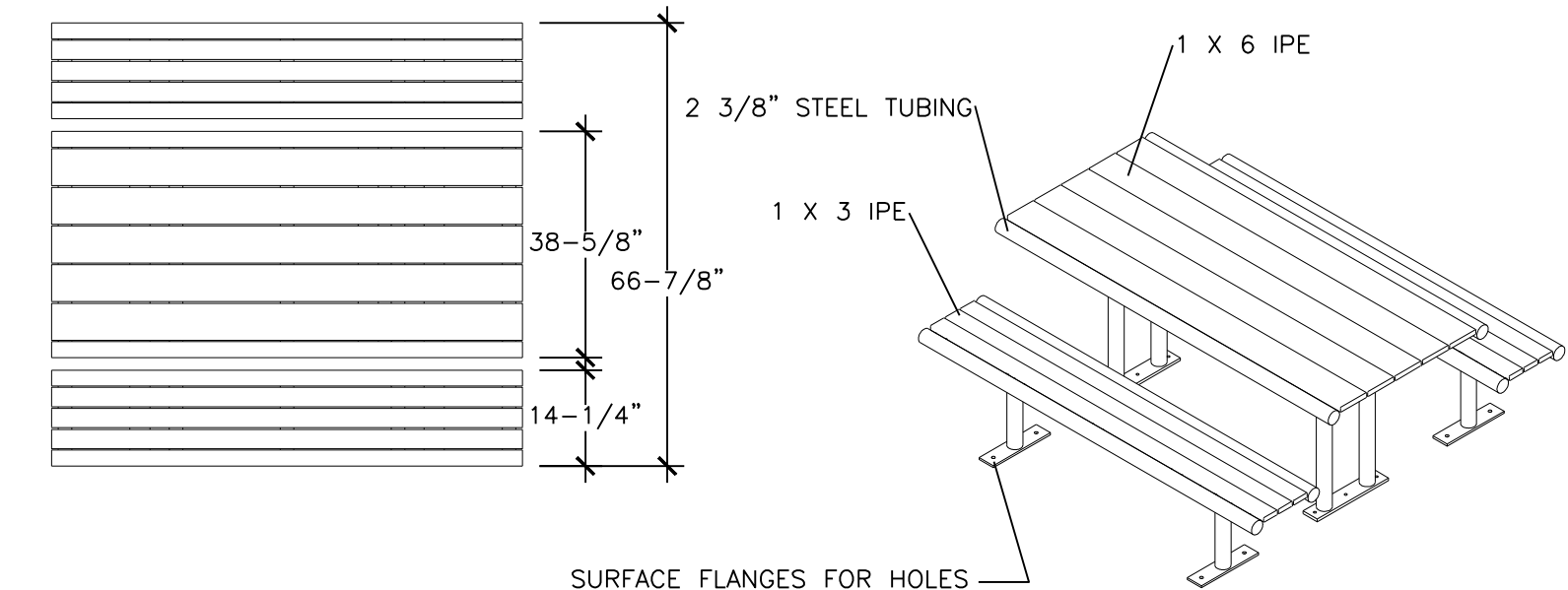
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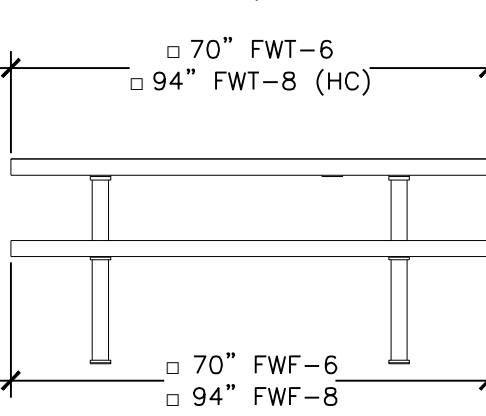
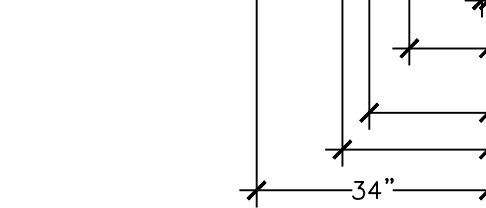
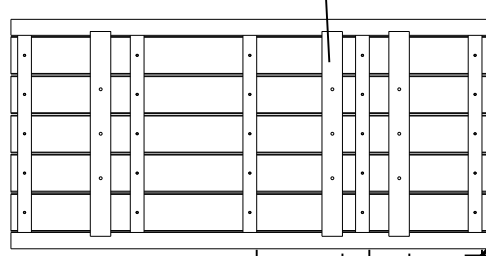
Date: 12-6-23
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Job No: 2267

Description:
**CONSTRUCTION
DETAILS**

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CD-2
of 23

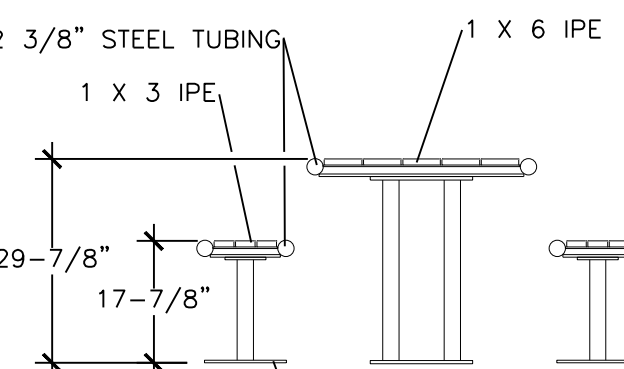


TOPS INCLUDE A HANDICAP LOCATION FOR ADA SEATING



SURFACE FLANGES FOR HOLES FOR 1/2" ANCHORS

2 3/8" STEEL TUBING

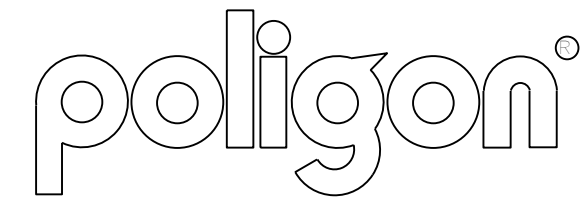


SURFACE FLANGES FOR HOLES FOR 1/2" ANCHORS

PICNIC TABLE

SCALE: NTS

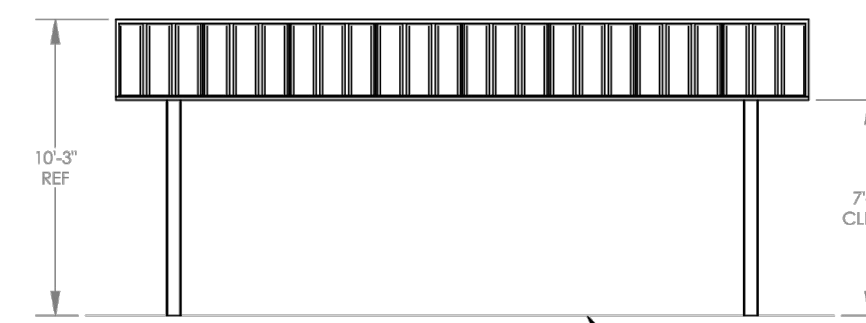
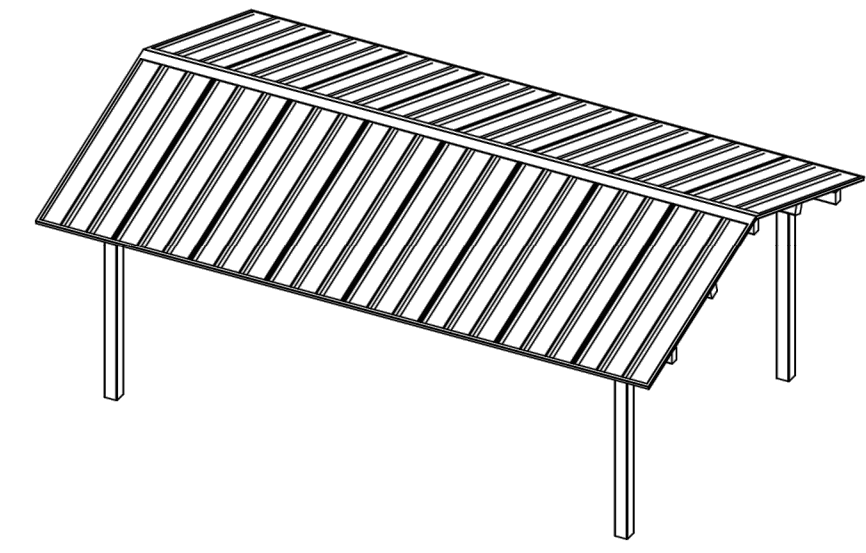
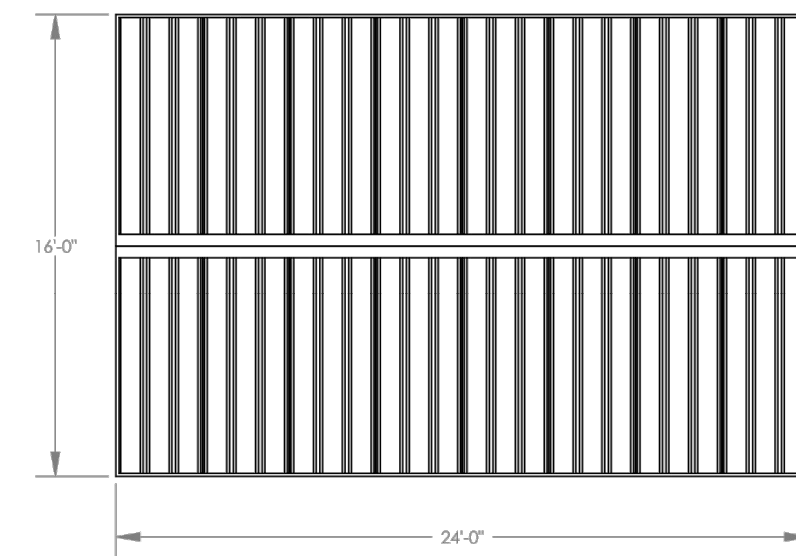
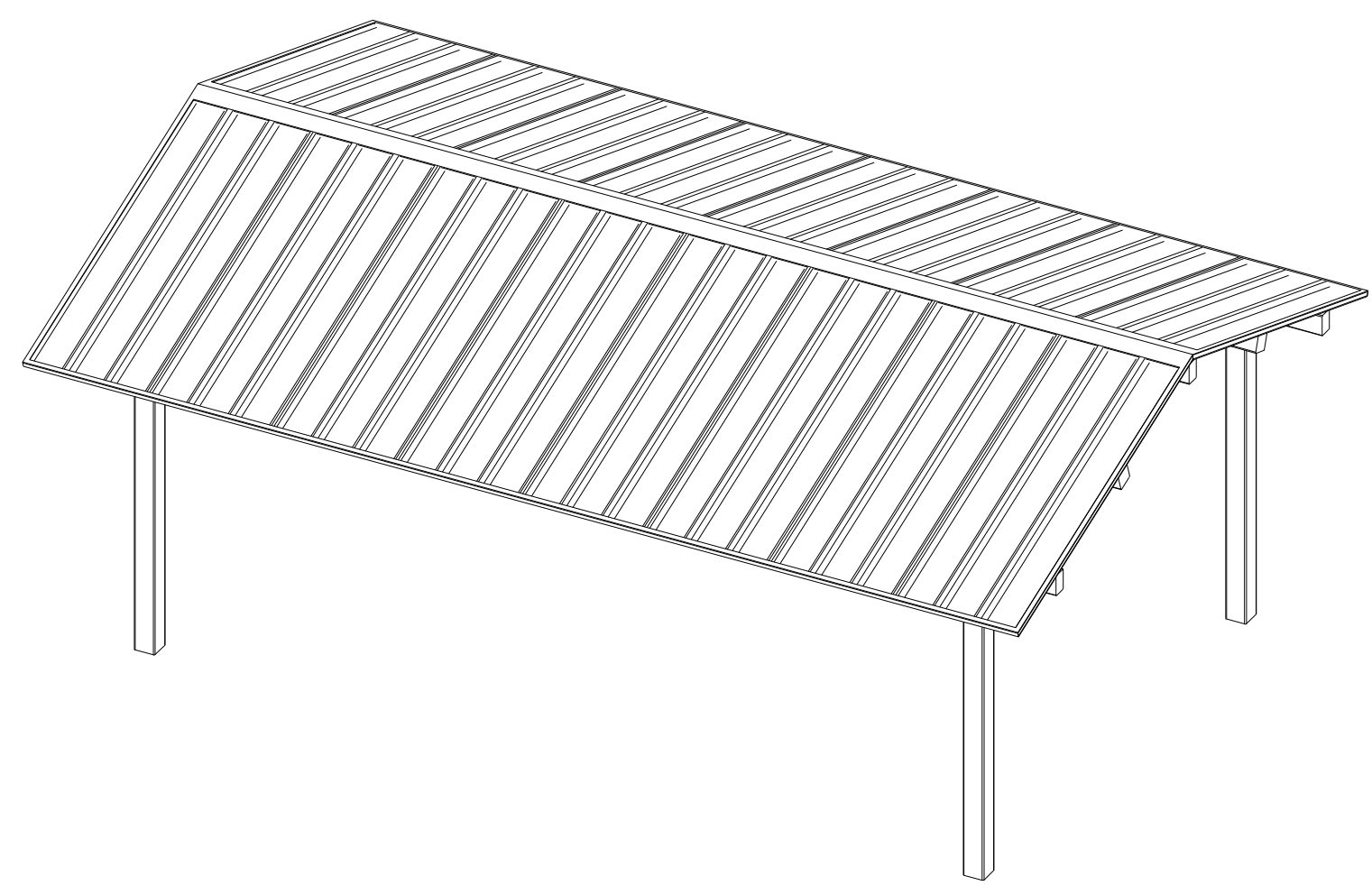
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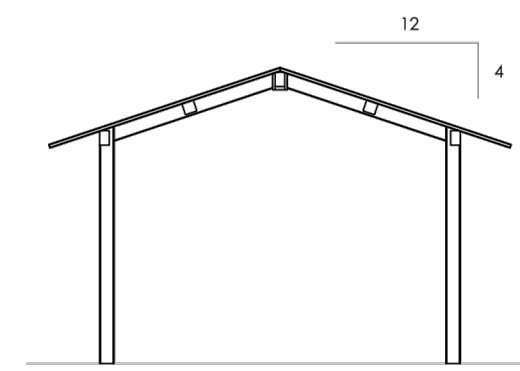
PROJECT: _____
LOCATION: _____
BUILDING TYPE: REK 16x24
ROOF TYPE: MULTI-RIB

DRAWING LIST:

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT



FINISH GRADE. MOUNTING VARIES BASED ON ENGINEERING REQUIREMENTS.



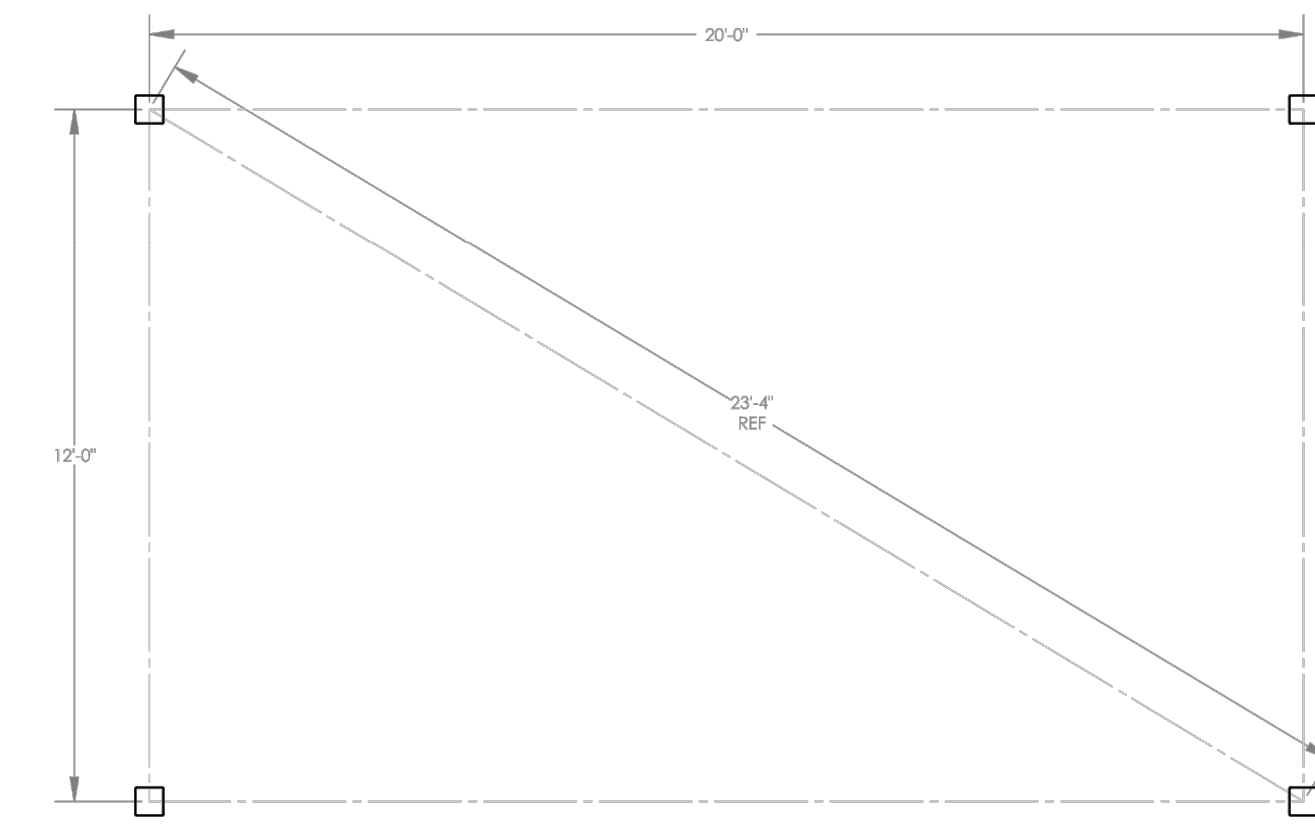
- GENERAL ROOF NOTES:**
- METAL ROOFING:
 - 24 GAUGE
 - GALVALUME COATED
 - KYNAR 500 PAINTED
 - TRIM COLOR MATCHES ROOF
 - SEE POLYGON.COM FOR COLOR OPTIONS

STOP!!
NOT FOR CONSTRUCTION
USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

DESIGNED BY: ARCHITECTURAL ELEVATIONS	REV LEVEL: A	SHEET
SCALE: 1/64	DATE: 12-6-23	1
poligon (616)399-1963 www.poligon.com		
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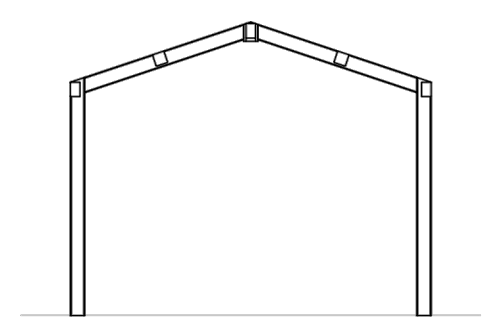
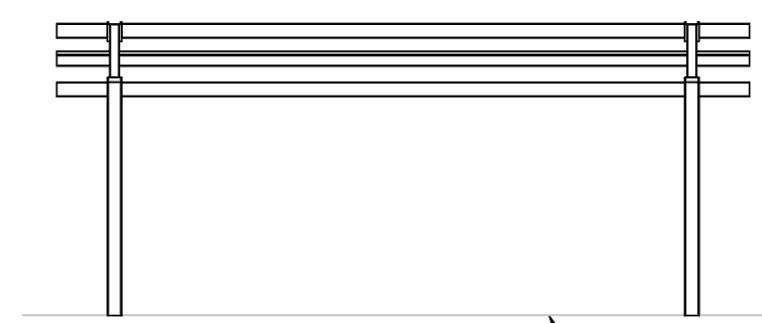
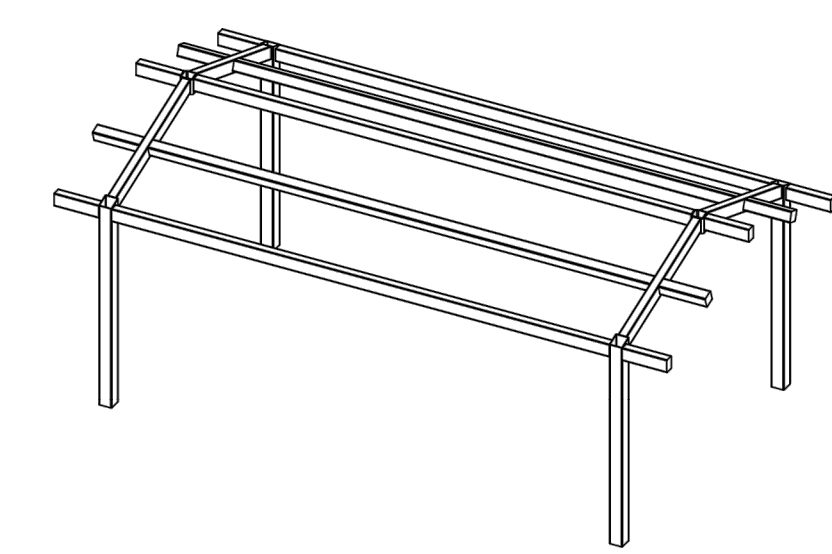
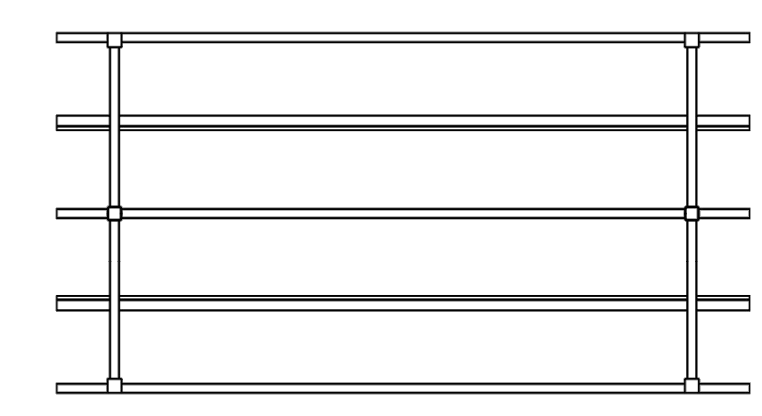
BASEPLATE NOTES:

- POLYGON ENGINEERING WILL DETERMINE REQUIRED BASEPLATE DESIGN AFTER ENGINEERING PACKAGE IS ORDERED.
- CUSTOMER MAY SUGGEST PREFERRED BASEPLATE DESIGN.



STOP!!
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DESIGNED BY: COLUMN LAYOUT	REV LEVEL: A	SHEET
SCALE: 1/32	DATE: 12-6-23	3
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DESIGNED BY: STRUCTURAL FRAMING PLAN	REV LEVEL: A	SHEET
SCALE: 1/64	DATE: 12-6-23	2
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NOTE: CONTRACTOR SHALL SUPPLY AND INSTALL COMPLETE SHADE SHELTER AND FOOTINGS INCLUDING CONDUIT AND LIGHTING PER ELECTRICAL PLAN. CONTRACTOR SHALL OBTAIN SHOP DRAWINGS AND STRUCTURAL CALCULATIONS FROM MANUFACTURER AND PROVIDE TO CITY AND LANDSCAPE ARCHITECT FOR REVIEW AND PROCESS FOR BUILDING PERMIT.

16' X 24' SHADE STRUCTURE

NOT TO SCALE

B

Sheet 8
CD-3
of 23



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILARCH.COM LA#17110

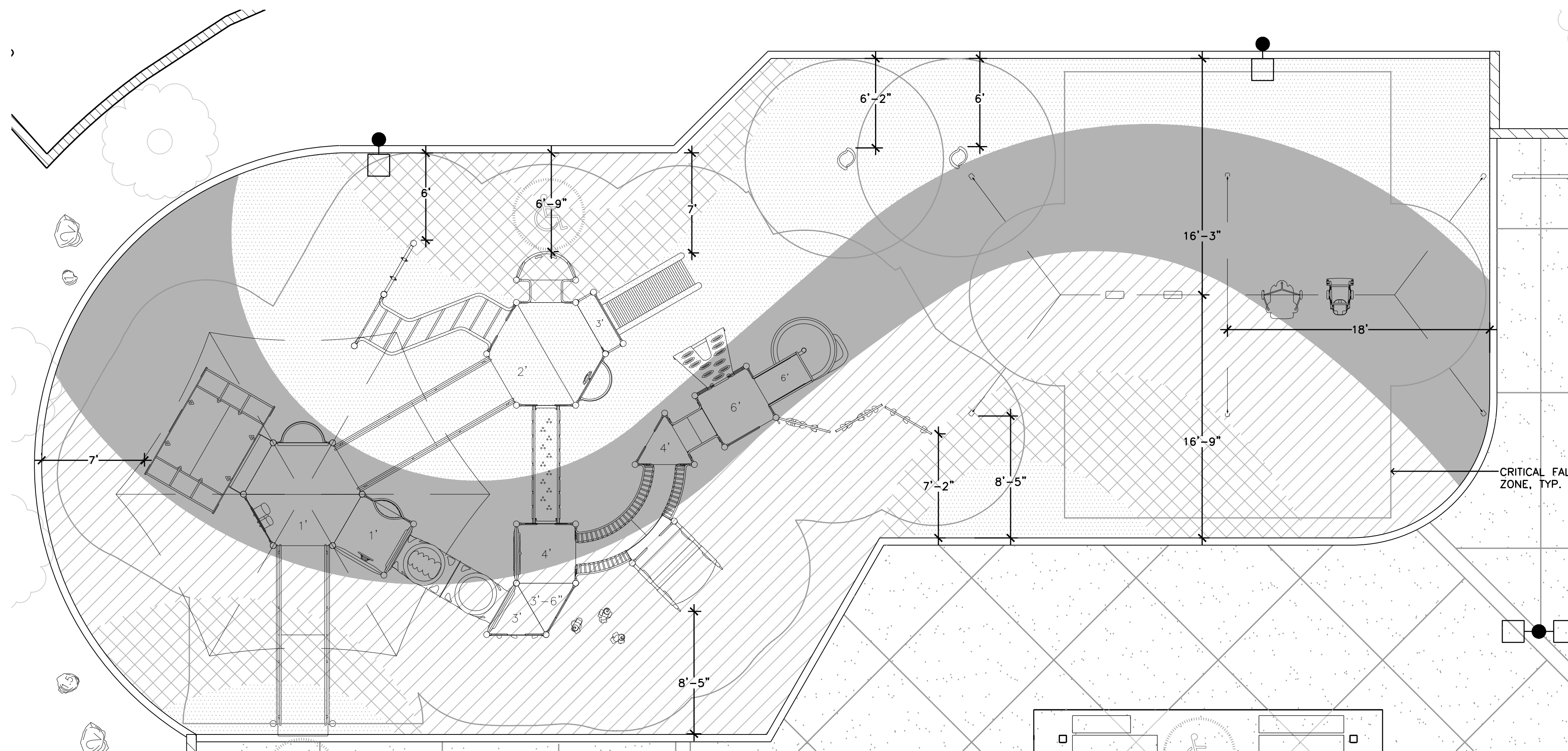
Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:
CONSTRUCTION
DETAILS



PLAY EQUIPMENT LAYOUT

SCALE: 3/16" = 1'-0"

A

Quantity	Part #	Description
1	RDU	GameTime - Custom Inclusive Play Structure- Reference drawing #109292-01 Option 2
1	91541	GameTime - 14' Hex Canopy
1	80194	GameTime - Sunbox Hex Canopy
2	6142	GameTime - Whirlwind Seat Tilted (F/S)
1	5192	GT-Shade - Double Bay Swing Shade
1	RDU	GameTime - Swings- Reference drawing #109292-01 Option 2

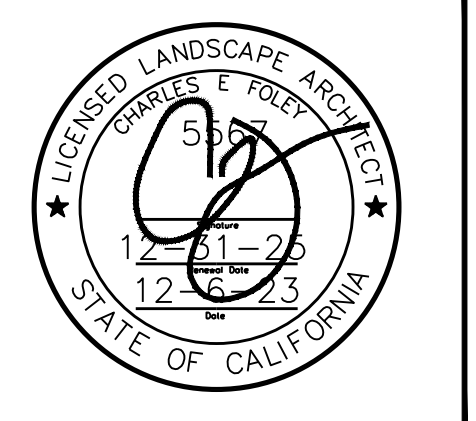


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2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#1710

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

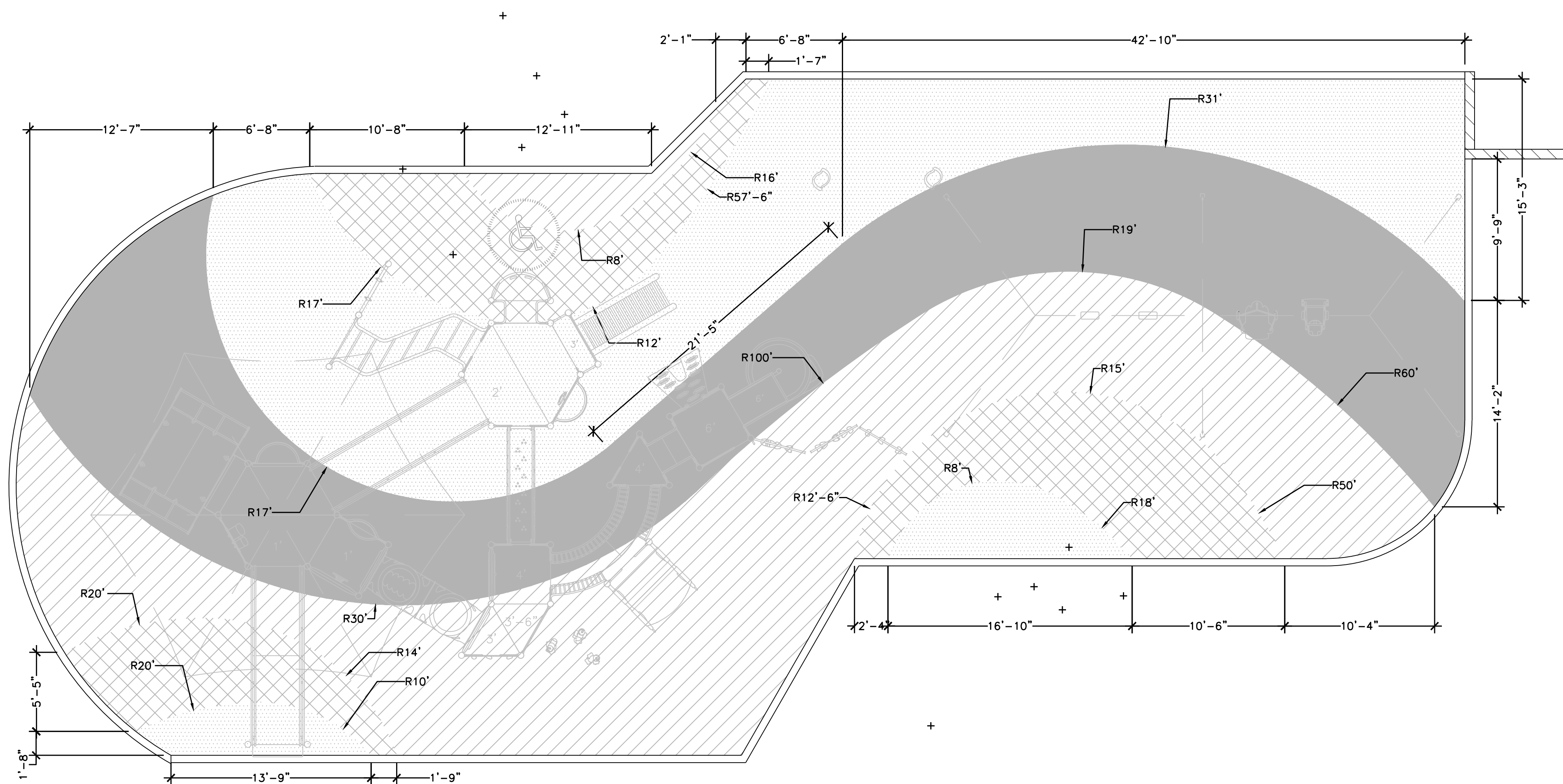
Description:

CONSTRUCTION DETAILS

Sheet 9

CD-4

of 23

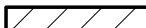
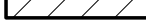


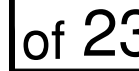
RUBBER SURFACING LAYOUT

SCALE: 3/16" = 1'-0"

B

Hatch and Symbol Legend

1,023 SF		GT IMPAX TPV STANDARD COLOR 75% BRIGHT GREEN, 25% BLACK WITH ALIPHATIC BINDER
1,041 SF		GT IMPAX STANDARD COLOR 50% BLUE, 50% BLACK WITH ALIPHATIC BINDER
999 SF		GT IMPAX TPV STANDARD COLOR 50% AZURE, 50% BLACK WITH ALIPHATIC BINDER
475 SF		GT IMPAX TPV STANDARD COLOR 50% PURPLE, 50% BLACK WITH ALIPHATIC BINDER



A-1
WF 12
LOW
A-2
1" 6
MOD

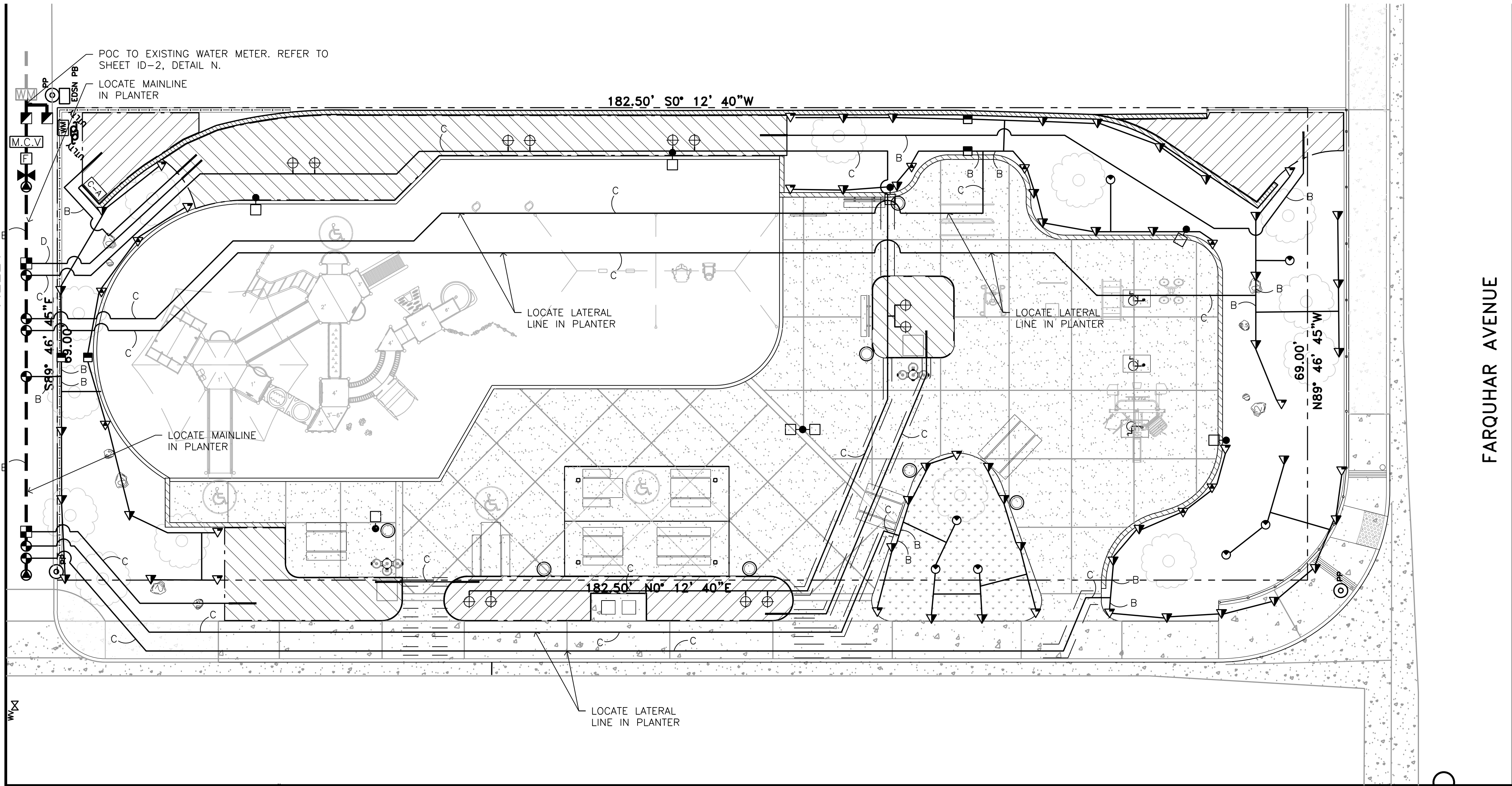
A-3
1" 9
LOW
A-4
1" 4
LOW

A-5
1" 6
LOW

A-6
WF 7
LOW
A-7
1" 6
LOW
A-8
1" 7
LOW



SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.



MAPLE STREET

FARQUHAR AVENUE

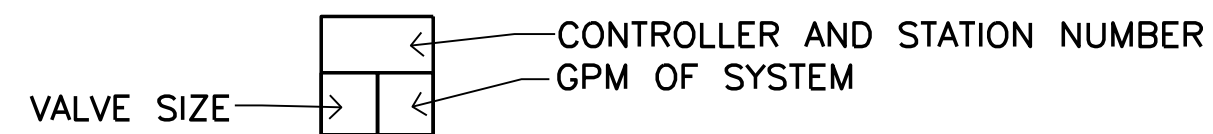
IRRIGATION LEGEND

SYMBOL	DESCRIPTION	RADIUS	PSI	GPM/GPH	PREC.	DET SHEET
	HUNTER MP800SR-90	8-10'	40	0.23 GPM	0.83	H ID-1
	HUNTER MP800SR-180	8-10'	40	0.42 GPM	0.81	H ID-1
	HUNTER MP800SR-210	8-10'	40	0.43 GPM	0.81	H ID-1
	HUNTER MP800SR-360	8-10'	40	0.78 GPM	0.79	H ID-1
	HUNTER MPSS-530	5x30'	40	0.44 GPM		H ID-1
NOTE: INSTALL NOZZLES WITH HUNTER PROS-12-PRS40-CV SPRAY BODY						
	RAIN BIRD RWS-B-C-1402		30	0.50 GPM		A ID-1
	SUB-SURFACE IRRIGATION SYSTEM RAINBIRD-XFS-CV-06 (DRIPLINE SPACING - 12") RAIN BIRD AIR RELIEF VALVE RAIN BIRD FLUSH POINT BALL VALVE		40	0.60 GPH		A-K ID-2 A-B ID-3
	RAIN BIRD CONTROL ZONE KIT WF=WIDE FLOW (0.3-20 GPM)-XCZ-100-PRB-COM.					L ID-2 M ID-2 C ID-1
	1" RAIN BIRD REMOTE CONTROL VALVE, MODEL 100-PESB-PRS-D (5-200 GPM).					B ID-1
	RAIN BIRD 1" 44LRC QUICK COUPLER VALVE INSTALL IN LANDSCAPE					F ID-1
	NIBCO T-113 GATE VALVES ON ALL 3" AND SMALLER MAINLINES AND WATER LINES. SIZE PER LINE SIZE.					G ID-1
	EXISTING 1" WATER METER					
	NEW 1.5" FEBCO 825Y REDUCED PRESSURE BACKFLOW PREVENTER					O ID-2
	RAIN BIRD MASTER CONTROL VALVE, MODEL: 100-PEB-PRS-D.					D ID-1
	RAIN BIRD FLOW SENSOR, MODEL UFS100 (0.3-50 GPM)					D ID-1
	RAIN BIRD CONTROLLER MODEL #ICA1-RB2-12 WITH ENCLOSURE MOUNTED RAIN SHUT OFF AVAILABLE FROM IMPERIAL TECHNICAL SERVICES, CONTACT DARYL GREEN EMAIL: dgreen@gps-10.com PHONE: 949-584-7311					E ID-1

CONTROLLER	NO. OF STATIONS	STATION USED	STATION OPEN
A	12	8	4

- CONSTANT PRESSURE MAIN LINE TO BE 1-1/2" SCHEDULE 40 PVC SOLVENT WELD PVC PIPE WITH SCHEDULE 80 PVC SOLVENT WELD FITTINGS. I ID-1
- INTERMITTENT PRESSURE LATERAL LINE TO BE SCHEDULE 40 PVC WITH SCHEDULE 40 SOLVENT WELD FITTINGS. SEE PLAN FOR SIZE. I ID-1
- SLEEVING TO BE SCH. 40 PVC, TWICE THE DIAMETER OF PIPE TO BE INSTALLED. I ID-1

* NOTE: IRRIGATION PLAN IS DIAGRAMMATICAL. ALL MAINLINE AND LATERAL LINE TO BE PLACED IN LANDSCAPE AREAS. FINAL LOCATION OF PIPING, VALVES TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.



PIPE LEGEND

SYMBOL	SIZE	MAX. GPM
	NO 1 1/2" USED	
B	3/4"	8
C	1"	12
D	1 1/4"	22
E	1 1/2"	30
F	2"	50
G	2 1/2"	70
H	3"	110
J	4"	190
K	6"	425

IRRIGATION SLEEVE CHART

SLEEVE CHART FOR IRRIGATION PIPE AND WIRES			
PIPE	SCHEDULE 40/80 PVC SLEEVE SIZE	CONTROLLER WIRES	SCHEDULE 40 PVC SLEEVE SIZE
3/4"	2"	1-18	2"
1"	2"	19-24	3"
1-1/4"	3"	25-36	3"
1-1/2"	3"	37-48	4"
2"	4"	49-72	6"
2-1/2"	6"		
3"	6"		
4"	6"		

NOTE: SLEEVE CHART IS A CONVENIENCE TO THE CONTRACTOR. CONTRACTOR SHALL PROVIDE ADEQUATE PIPE SLEEVE SIZE TO ACCOMMODATE THE INSTALLATION OF THE IRRIGATION PIPE AND WIRES. SCHEDULE 80 PVC SLEEVES ARE TO BE USED UNDERNEATH VEHICULAR PAVING AREAS.

IRRIGATION NOTES

- IT IS THE INTENT OF THESE DRAWINGS TO INDICATE A COMPLETE AND OPERATIONAL IRRIGATION SYSTEM PROVIDING FULL COVERAGE AND READY FOR USE BY THE OWNER. THE DRAWINGS ARE BASED ON LANDSCAPE AND GRADING PLANS IN EFFECT AT THE TIME THESE DRAWINGS WERE MADE. ANY DISCREPANCIES, OMISSIONS, ERRORS, ETC. ON THESE DRAWINGS OR ON SITE CHANGES, DOES NOT AND SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PROVIDE A COMPLETE SYSTEM AS SHOWN. IF NECESSARY, THE CONTRACTOR MAY, WHERE CHANGES OCCUR, ADD OR DELETE SPRINKLERS, RE-ROUTE PIPE, ETC. TO ASSURE ADEQUATE AND FULL COVERAGE PER APPROVAL OF THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL VERIFY AND BE FAMILIAR WITH THE LOCATION, SIZE AND DETAIL OF UTILITIES PROVIDED, AS SHOWN ON THE PLANS. PRIOR TO CUTTING INTO THE SOIL, THE CONTRACTOR SHALL LOCATE ALL UTILITIES AS ARE COMMONLY ENCOUNTERED UNDER-GROUND AND SHALL TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH IMPROVEMENTS. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (1 800 422-4133) PRIOR TO ANY WORK TAKING PLACE, AND CONTACT THE GENERAL CONTRACTOR FOR LOCATION OF NEWLY INSTALLED UTILITIES.
- THE IRRIGATION DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, EQUIPMENT, ETC. SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN THE PLANTING AREAS IN A MANNER SO AS TO CONFORM WITH THE VARIOUS DETAILS.
- THE CONTRACTOR SHALL NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTION, GRADE DIFFERENCES OR DIFFERENCES IN THE AREAS DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTION OR DIFFERENCES SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY REVISIONS THAT ARE NECESSARY.
- MATERIALS, WORKMANSHIP AND INSTALLATION SHALL BE NEW AND OF THE HIGHEST QUALITY IN ACCORDANCE WITH LOCAL CODES AND ORDINANCES.
- THE CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS AND RUBBISH INCIDENTAL TO THIS WORK.
- ADJUST ALL SPRINKLERS, VALVES OR CHANGE NOZZLE SIZE AND TYPE, COVERAGE WITH MINIMAL OVER-SPRAY. DO NOT ALLOW OVER-SPRAY ON BUILDING OR WALLS.
- INSTALL APPROPRIATE MAIN LINE PIPING FROM METER TO BACKFLOW PREVENTER PER LOCAL CODE.
- CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS FOR ELECTRICAL POWER TO CONTROLLER LOCATIONS AND MAKE FINAL HOOK-UP. FINAL HOOK-UP SHALL BE PERFORMED BY LICENSED CONTRACTOR.
- IRRIGATION DESIGN PRESSURE IS **65.43** PSI STATIC PRESSURE AT THE WATER METER, AT A MAXIMUM DESIGN DEMAND OF **9** GPM. CONTRACTOR SHALL VERIFY STATIC PRESSURE ON THE SITE AT POINT OF CONNECTION PRIOR TO START OF WORK. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. EXISTING ASSUMED STATIC PRESSURE IN CITY MAIN IS **68** PSI.
- ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF "UNIFORM PLUMBING CODE" AS WELL AS LOCAL ORDINANCES.
- IRRIGATION SYSTEM SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT.
- INSTALL CONSTANT PRESSURE MAIN LINE 24" INCHES BELOW FINISH GRADE AND 32" INCHES BELOW SUBGRADE OF STREETS AND/OR DRIVES.
- INSTALL INTERMEDIATE PRESSURE LATERAL LINE 18" INCHES BELOW FINISH GRADE AND 24" INCHES BELOW SUBGRADE OF STREETS AND/OR DRIVES.
- REFER TO SPECIFICATIONS FOR FURTHER INFORMATION. THE GENERAL REQUIREMENTS OF THE SPECIFICATIONS SHALL BECOME PART OF THE IRRIGATION WORK.
- WIRE SIZE FOR MASTER CONTROL VALVE FROM CONTROLLERS SHALL BE #12 GAUGE.
- ALL OTHER VALVE WIRING SHALL BE #14 GAUGE.
- INSTALL 2 SPARE VALVE WIRES FROM EACH CONTROLLER THE FULL LENGTH OF THE MAIN LINE FOR FUTURE USE, LABEL WIRES AT CONTROLLER AND AT LAST VALVE STATION.
- INSTALL TAGS AT CONTROLLER FOR ALL CONTROL VALVE WIRING INDICATING STATION NUMBER.
- ALL PLASTIC VALVE BOXES INCLUDED LIDS TO BE GREEN. HEAT STAMP ALL LIDS WITH 2" LETTERING PER IRRIGATION DETAILS.

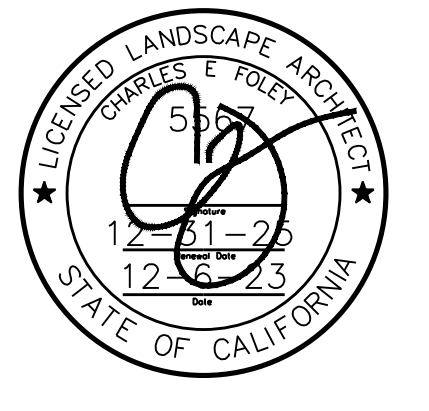


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LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

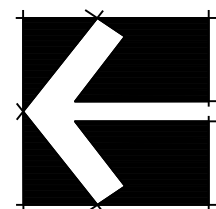
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IRRIGATION
PLAN

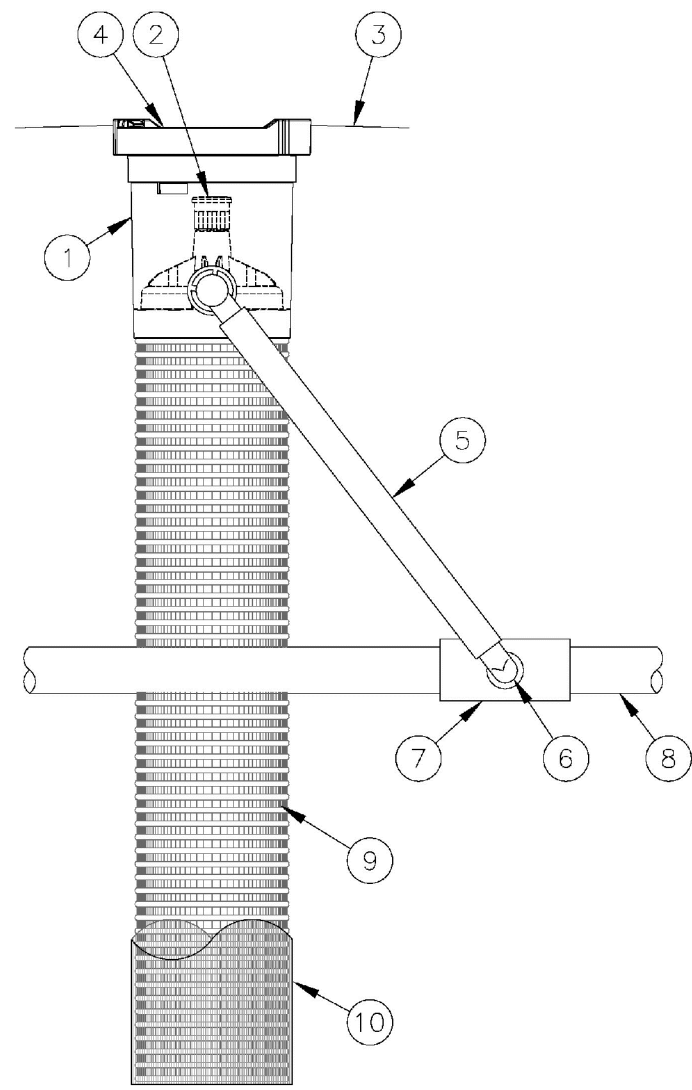
Sheet 12

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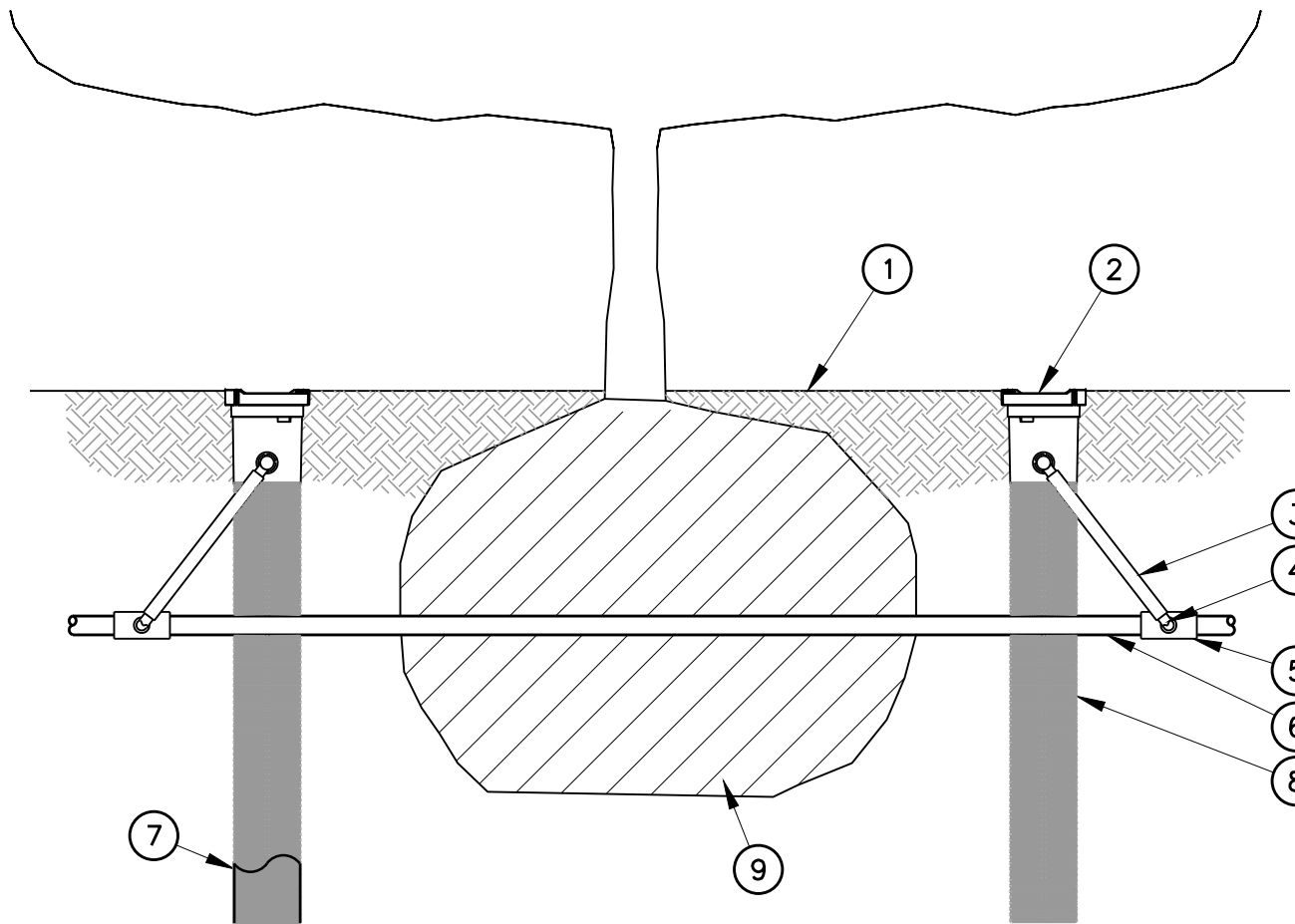


0' 10' 20' 30'
SCALE: 1" = 10'



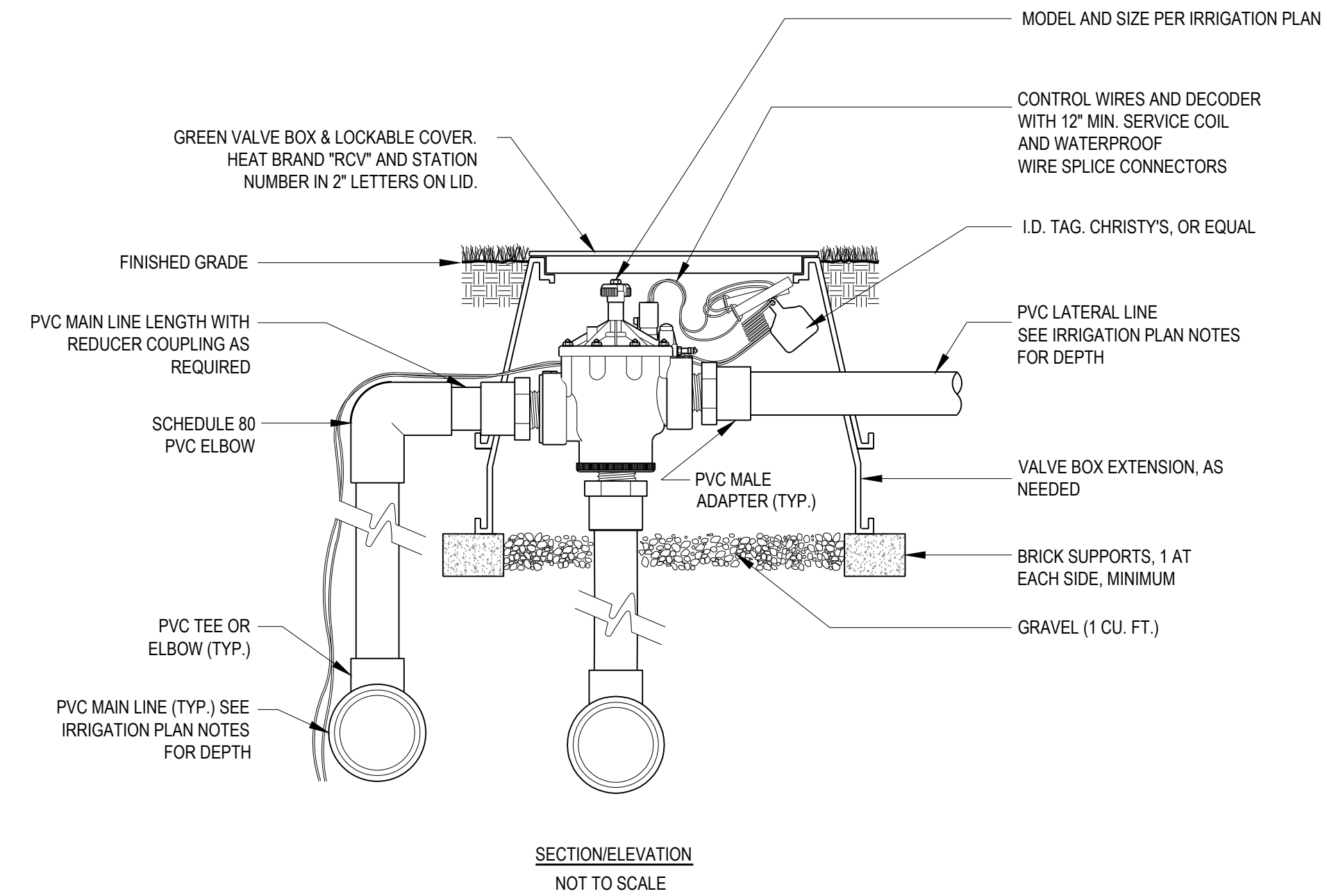
1. ROOT WATERING SYSTEM: RAIN BIRD RWS-B-C-1402 (INCLUDES RETAINER, 36" (91.4 CM) TUBE, 0.5 GPM (1.9 L/M) BUBBLER & INTEGRATED CHECK VALVE, 4" (10.2 CM) GRATE, VERSATILE SWING ASSEMBLY WITH 1/2" (1.3 CM) M NPT INLET)
2. BUBBLER: RAIN BIRD 1402 0.5 GPM (1.9 L/M) (INCLUDED)
3. FINISH GRADE/TOP OF MULCH
4. 4" (10.2 CM) LOCKING GRATE (INCLUDED)
5. 12" (30.5 CM) SWING ASSEMBLY (INCLUDED)
6. 1/2" (1.3 CM) MALE NPT INLET (INCLUDED)
7. PVC SCH 40 TEE OR EL
8. PVC OR POLYETHYLENE LATERAL PIPE
9. 4" (10.2 CM) WIDE X 36" (91.4 CM) LONG RIGID BASKET WEAVE CANISTER (INCLUDED)
10. OPTIONAL SOCK (RWS-SOCK) FOR SANDY SOILS

NOTES:
1. 4" (10.2 CM) GRATE IS ALSO AVAILABLE IN PURPLE (RWS-GRATE-P).
2. INSTALL PRODUCT SO THAT THE GRATE IS EVEN WITH FINISH GRADE OR TOP OF MULCH.
3. OPTIONAL SAND SOCK (RWS-SOCK) IS 34" (86.4 CM) IN LENGTH TO COVER MESH BASKET AREA.
4. WHEN INSTALLING IN EXTREMELY HARD OR CLAY SOILS, ADD 3/4" (1.9 CM) GRAVEL UNDER AND AROUND THE UNIT TO ALLOW FASTER WATER INFILTRATION AND ROOT PENETRATION.
5. ONCE RWS HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.



- NOTES:
1. POSITION 2-3 UNITS (OR MORE) EVENLY SPACED AROUND PLANT. FOR NEW TREES PLACE NEAR ROOT BALL. FOR EXISTING TREES PLACE HALF THE DISTANCE BETWEEN CANOPY EDGE AND TREE TRUNK.
2. INSTALL PRODUCT WITH TOP EVEN WITH GROUND SURFACE.
3. RWS SERIES: RWS-B-C-1402; 0.5 GPM (1.9 L/M), CHECK VALVE
4. ONCE RWS HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.
5. RWS-SOCK FOR USE IN SANDY SOILS.

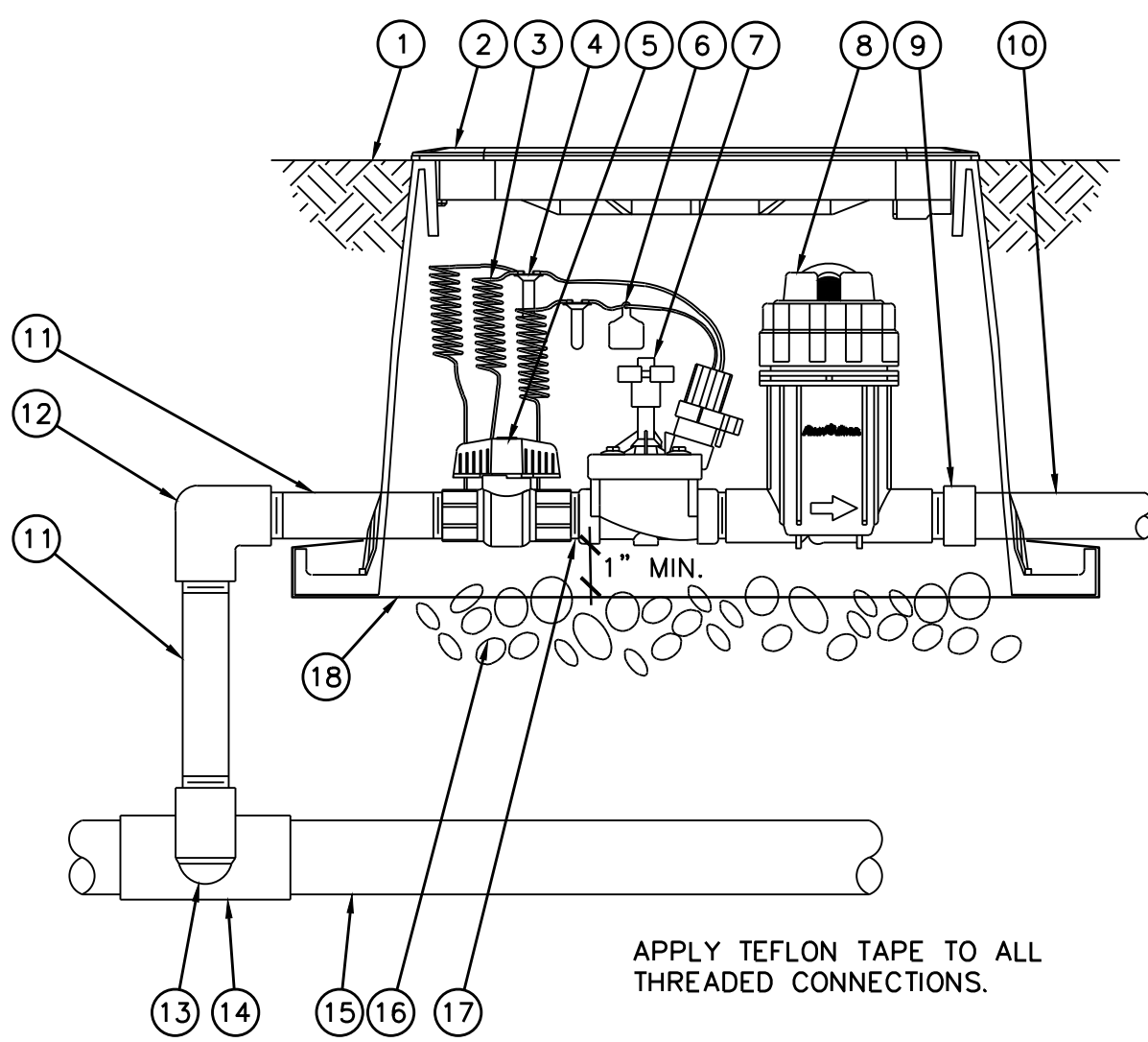
1. FINISH GRADE/TOP OF MULCH
2. ROOT WATERING SYSTEM: RAIN BIRD RWS
3. SWING ASSEMBLY (INCLUDED)
4. 1/2" (1.3 CM) MALE NPT INLET (INCLUDED)
5. PVC SCH 40 TEE OR EL
6. PVC OR POLYETHYLENE LATERAL PIPE
7. SOCK (RWS-SOCK) FOR SANDY SOILS
8. 4" (10.2 CM) WIDE X 36" (91.4 CM) LONG RIGID BASKET WEAVE CANISTER (INCLUDED)
9. PLANT ROOT BALL



REMOTE CONTROL VALVE

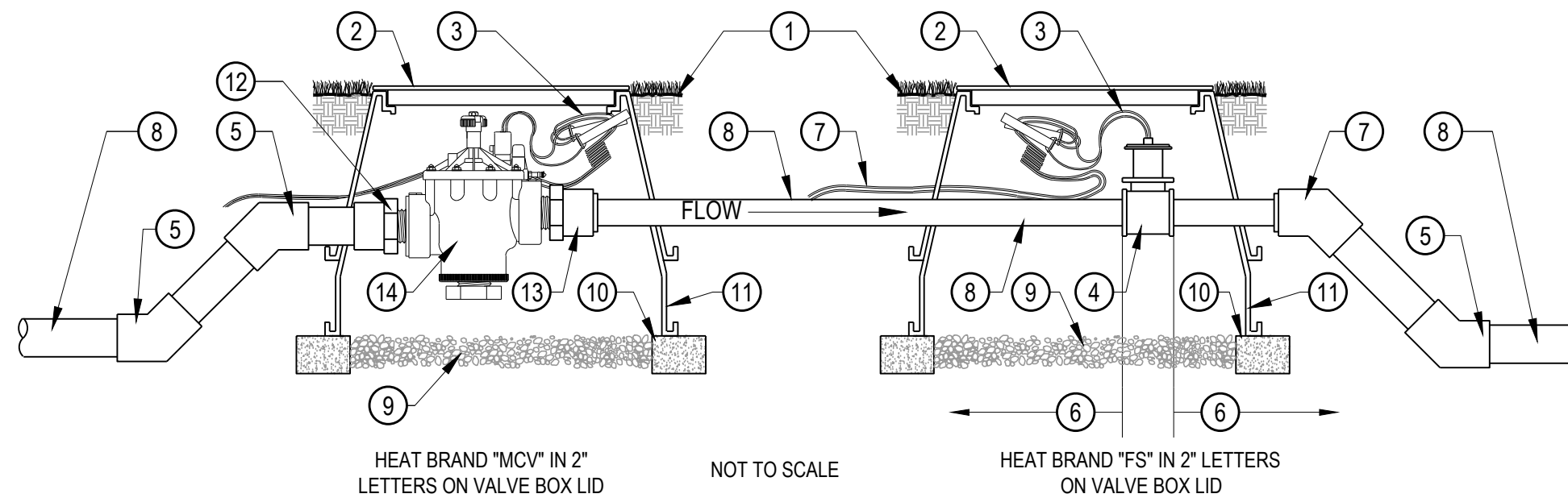
NOT TO SCALE

NOT TO SCALE



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-STD
3. 30-INCH LINEAR LENGTH OF WIRE, COILED. FOR WIRING, SEE DETAIL A, THIS SHEET
4. WATERPROOF CONNECTION: SEE DETAIL A, THIS SHEET
5. 1-INCH BALL VALVE (INCLUDED IN XCZ-PRB-100-COM KIT)
6. ID TAG
7. REMOTE CONTROL VALVE: RAIN BIRD 100 PESB (INCLUDED IN XCZ-PRB-100-COM KIT)
8. PRESSURE REGULATING QUICK CHECK BASKET FILTER: RAIN BIRD PRB-QKCHK-100 (INCLUDED IN XCZ-PRB-100-COM KIT)
9. PVC SCH 40 FEMALE ADAPTOR
10. LATERAL PIPE
11. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
12. PVC SCH 40 ELL
13. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
14. PVC SCH 40 TEE OR ELL
15. MAINLINE PIPE
16. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
17. PVC SCH 80 NIPPLE, CLOSE (INCLUDED IN XCZ-PRB-100-COM KIT)
18. ATTACH GOPHER WIRE TO VALVE BOX

APPLY TEFLON TAPE TO ALL THREADED CONNECTIONS.

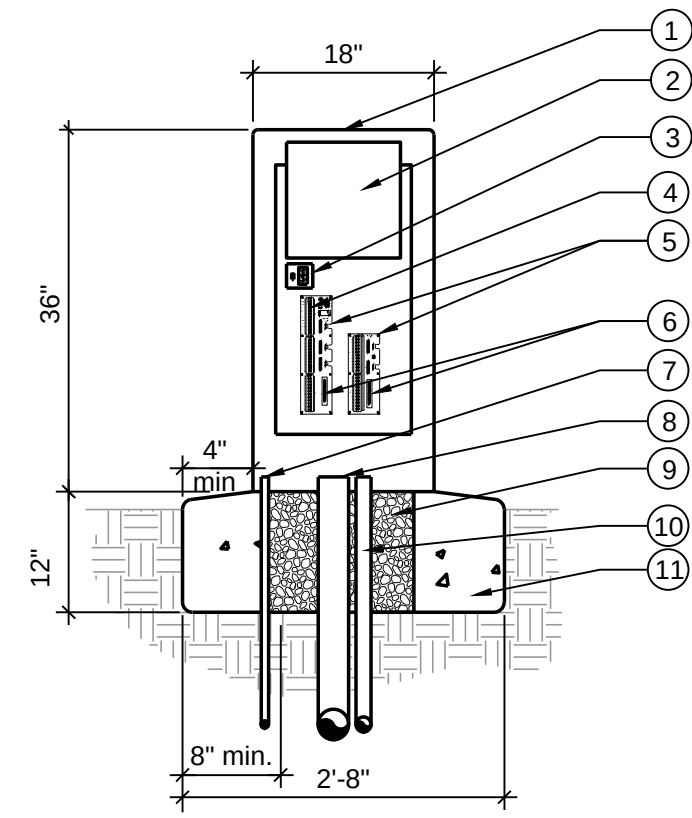


- LEGEND:
1. FINISH GRADE
2. PURPLE JUMBO VALVE BOX & LOCKING COVER
3. CONTROL WIRES WITH 12" MIN. SERVICE COIL AND WATERPROOF WIRE SPLICE CONNECTORS - WIRE COLORS PER SPECIFICATIONS
4. FLOW SENSOR PER IRRIGATION LEGEND
5. PVC 45 DEGREE ELL (TYP.)
6. MINIMUM 10x PIPE DIAMETER UPSTREAM & MINIMUM 5x PIPE DIAMETER DOWNSTREAM OF STRAIGHT PIPE

1. PVC 45 DEGREE ELL (TYP.) BUSH DOWN TO FLOW METER SIZE AS NECESSARY
2. PVC MAINLINE - LENGTH AS REQUIRED - SEE SPECIFICATIONS FOR TYPE AND DEPTH
3. GRAVEL (1 CU. FT.)
4. BRICK SUPPORTS, 1 EACH SIDE, MINIMUM
5. VALVE BOX EXTENSIONS AS REQUIRED

1. PVC MALE ADAPTER
2. PVC MALE ADAPTER - BUSH DOWN TO FLOW METER SIZE AS NECESSARY
3. MASTER CONTROL VALVE: MODEL PER IRRIGATION LEGEND

NOTES: SEE PLANS, LEGEND AND SPECIFICATIONS FOR ADDITIONAL INSTALLATION NOTES.

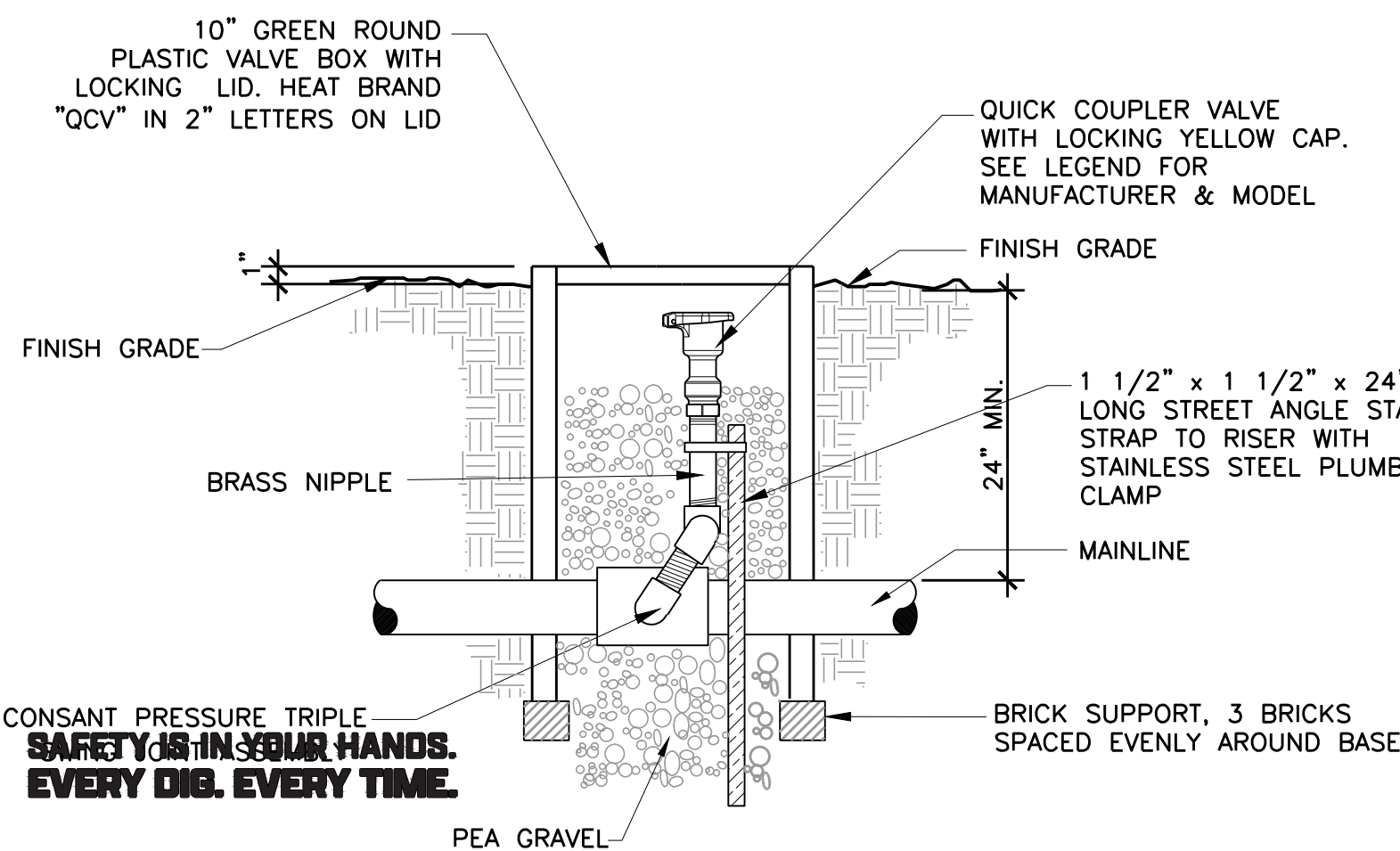


* Note all grounding requirements for controller assemblies shall conform to local electrical codes.

1. Imperial Assemblies 18" front entry Controller Assembly NEMA 3R rainproof enclosure (UL listed)
2. Controller
3. Power switch/GFI receptacle
4. Master valve relay assembly or pump start relay assembly (optional)
5. Terminal Board
6. Remote Receiver Connector (optional)
7. 1" PVC conduit for 120 VAC from metered power supply
8. PVC conduit for control wires, size as required
9. Fill voids with 3/8" Pea Gravel
10. 1" PVC conduit for flow sensor cable PAIGE CABLE P - 7162 - D (if applicable)
11. Poured concrete base

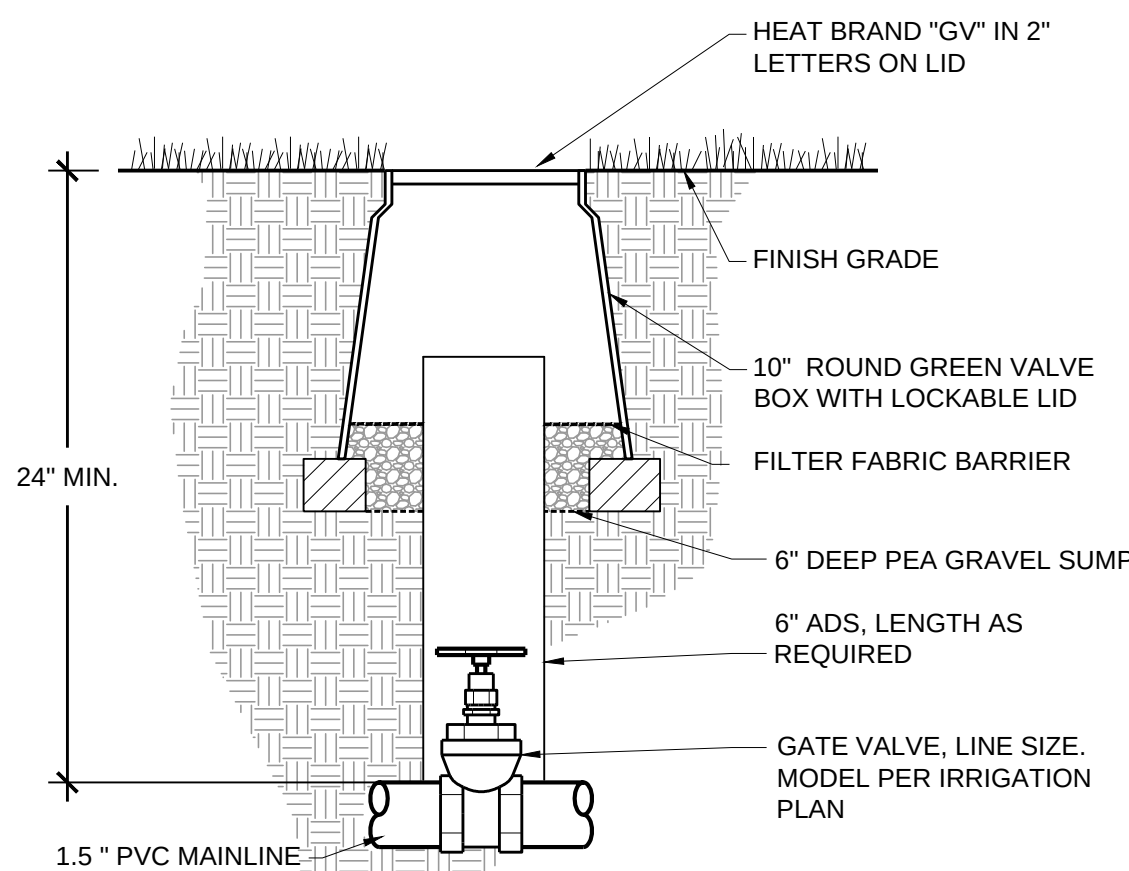
CONTROLLER ASSEMBLY

NOT TO SCALE



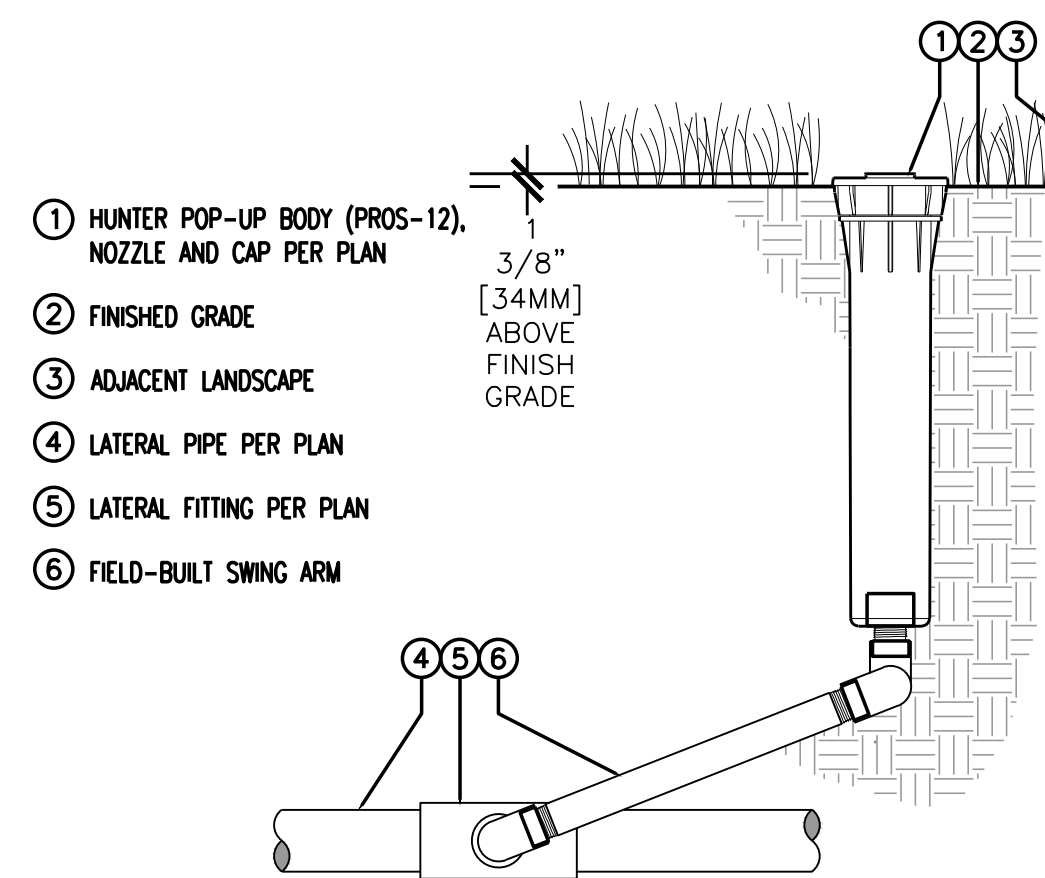
QUICK COUPLER VALVE

NOT TO SCALE



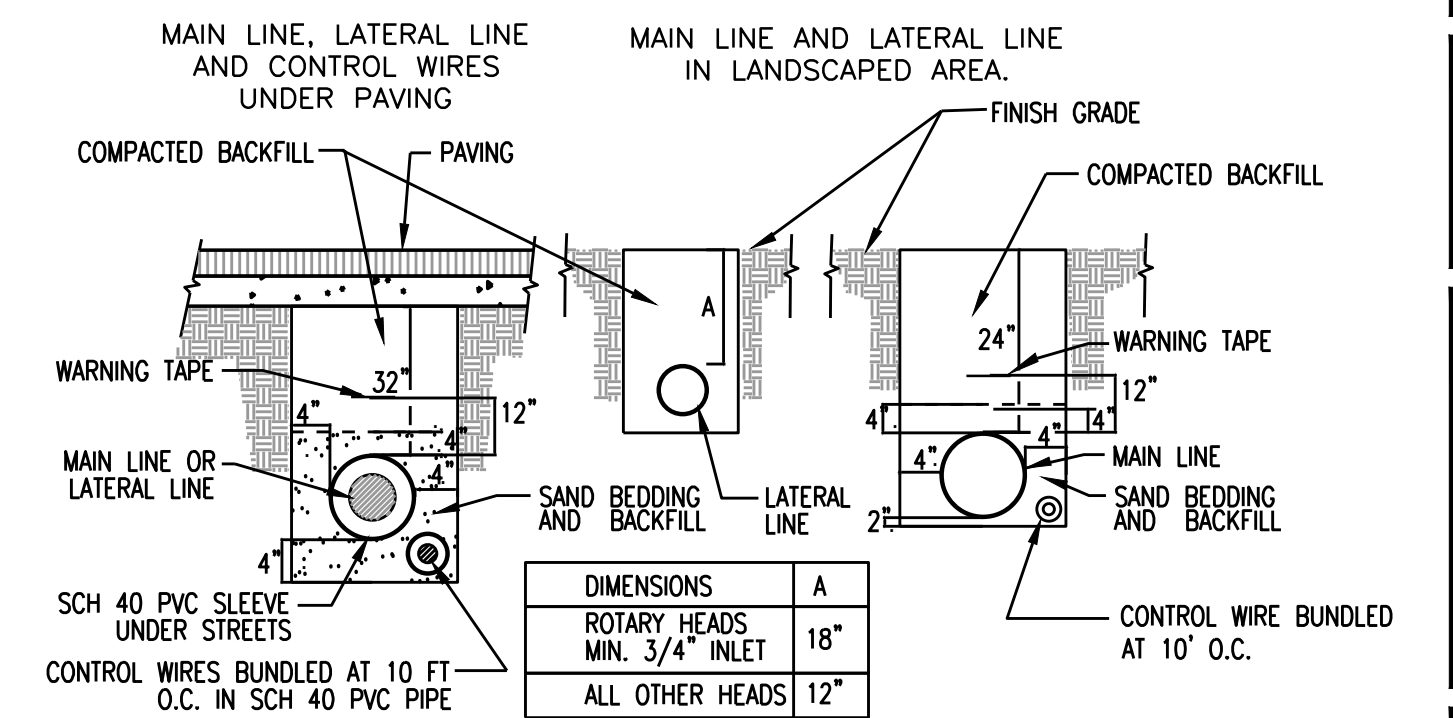
GATE VALVE

NOT TO SCALE



HUNTER 12" POP-UP SPRAY BODY

NOT TO SCALE



PIPE TRENCHING

NOT TO SCALE



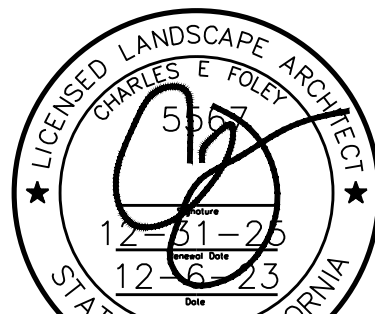
HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

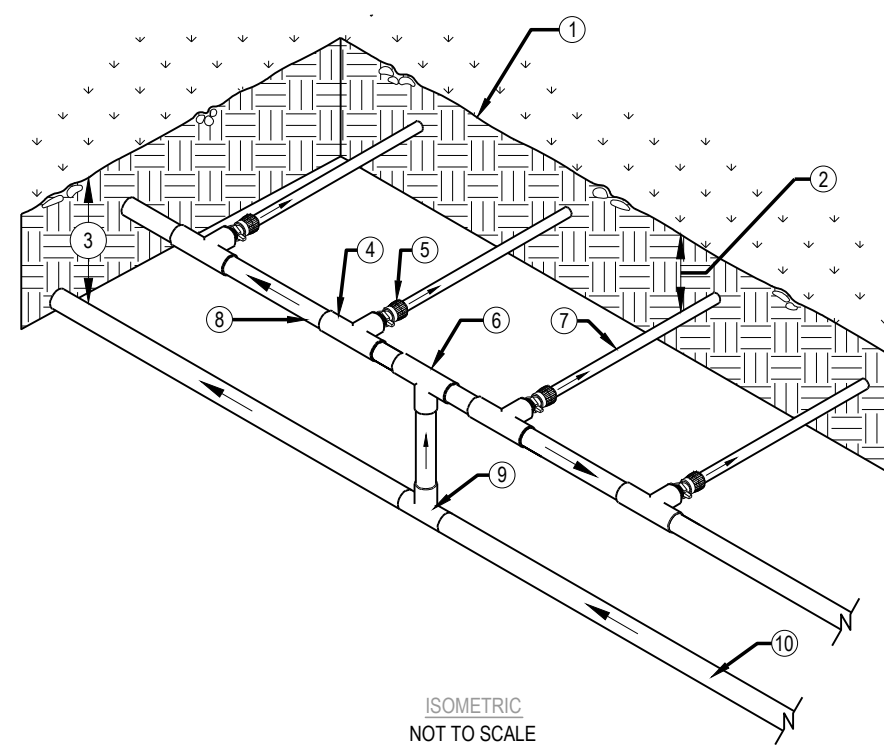
STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:
IRRIGATION
DETAILS

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of 23

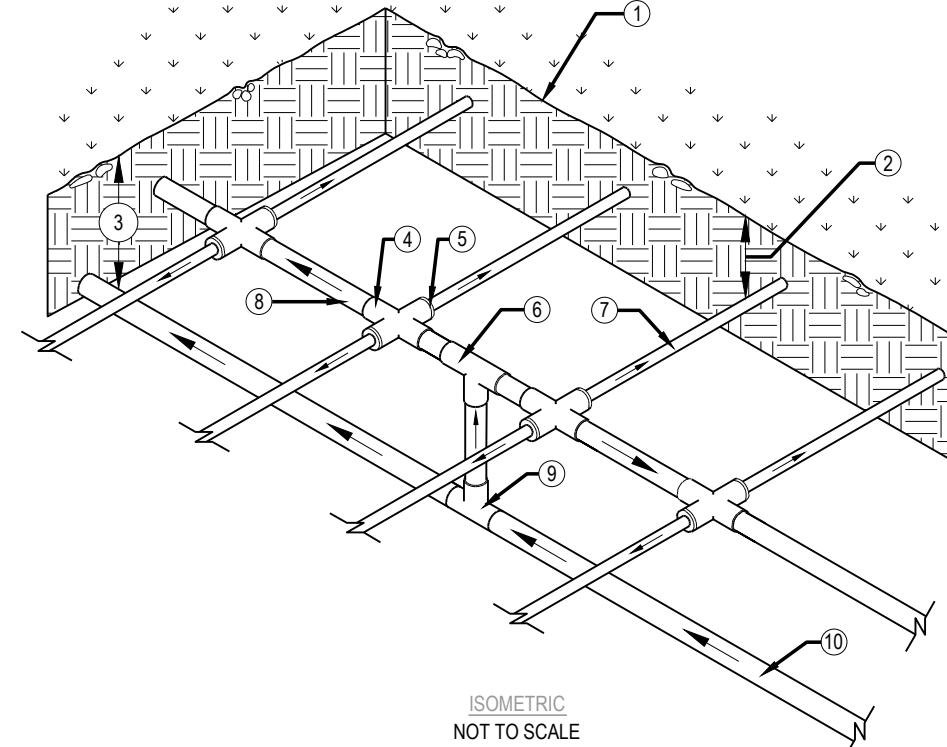


NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.

SUB-MANIFOLD END FEED LAYOUT

NOT TO SCALE

A

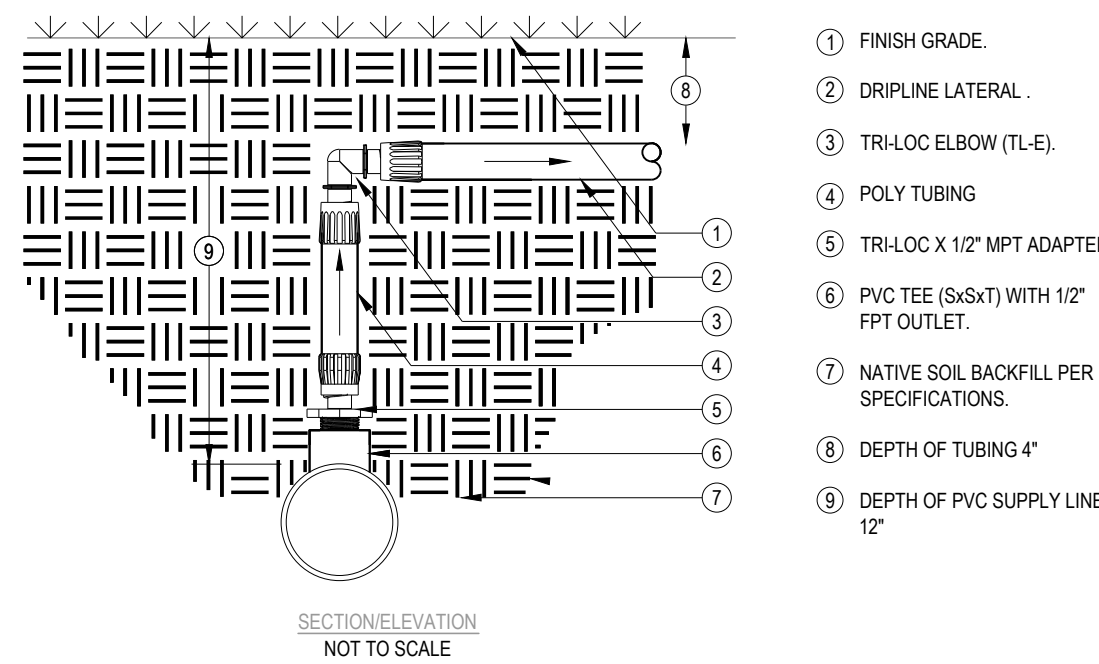


NOTES:
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2. DO NOT SCALE DRAWING.

SUB-MANIFOLD CENTER FEED LAYOUT

NOT TO SCALE

B

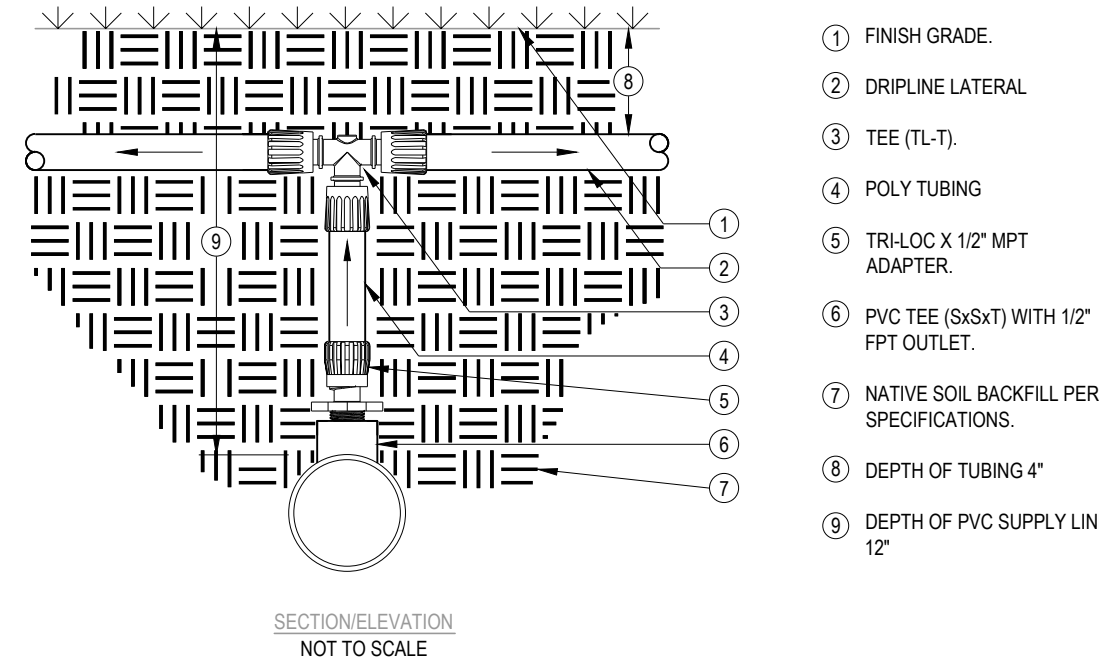


NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.

MANIFOLD ELL CONNECTION

NOT TO SCALE

C

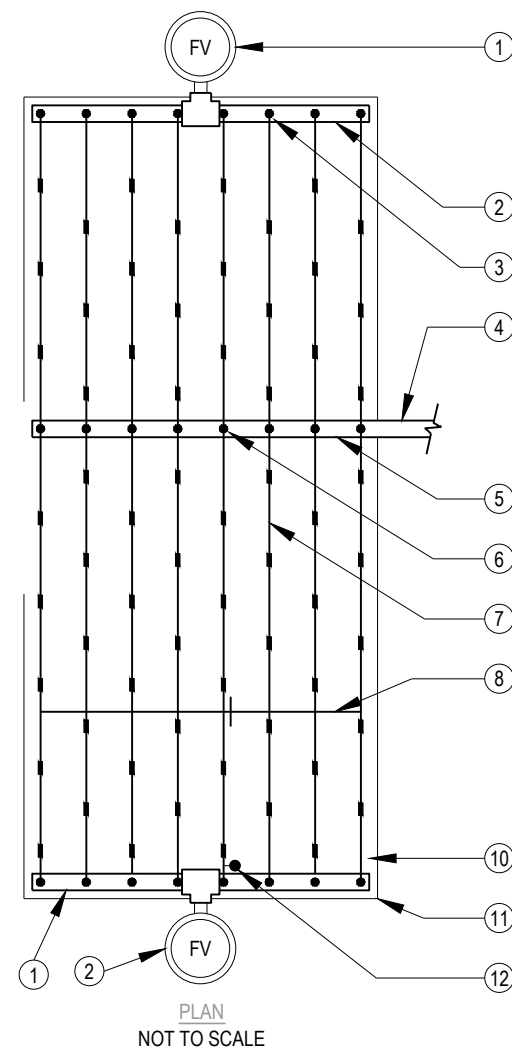


NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.

MANIFOLD TEE CONNECTION

NOT TO SCALE

D

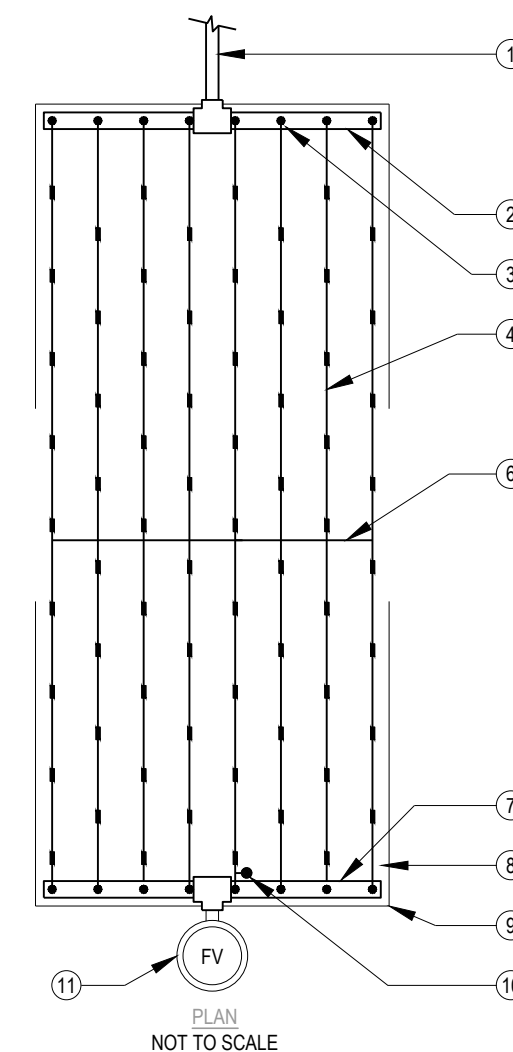


NOTES:
1. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE SHALL NOT EXCEED THE MAXIMUM RUN LENGTH.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

CENTER-FEED LAYOUT

NOT TO SCALE

E

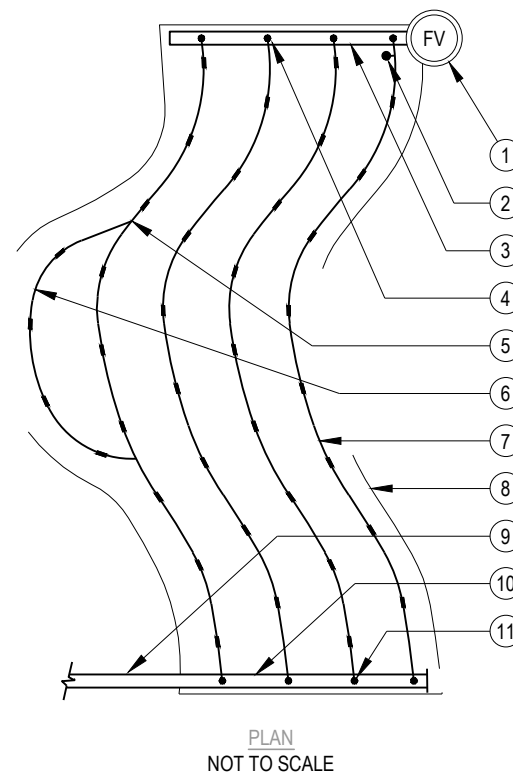


NOTES:
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2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

END-FEED LAYOUT

NOT TO SCALE

F

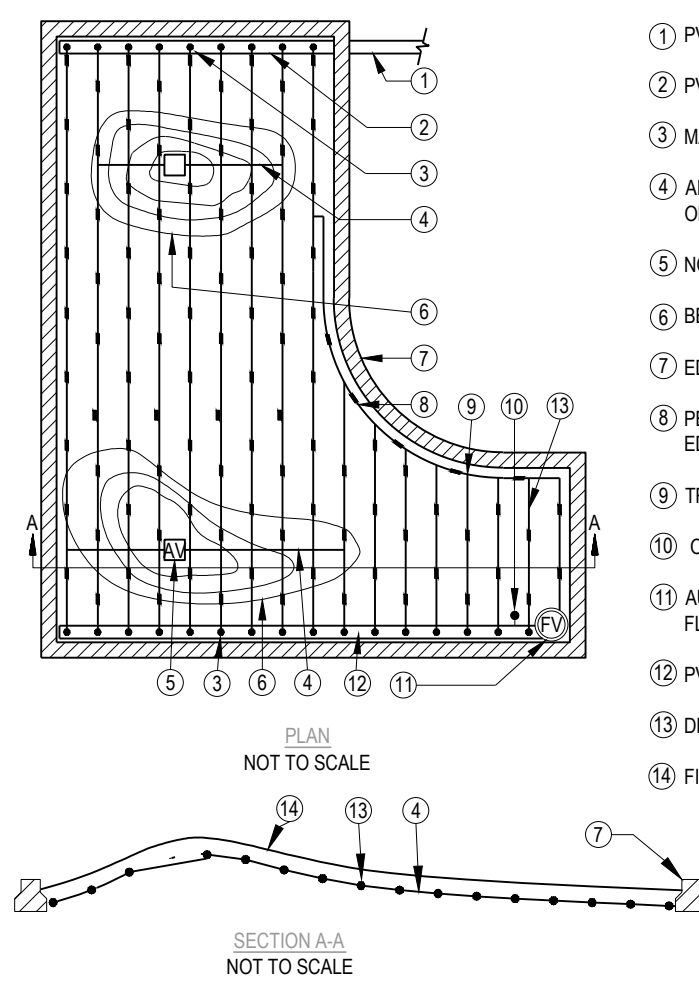


NOTES:
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2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

ODD-CURVES LAYOUT

NOT TO SCALE

G

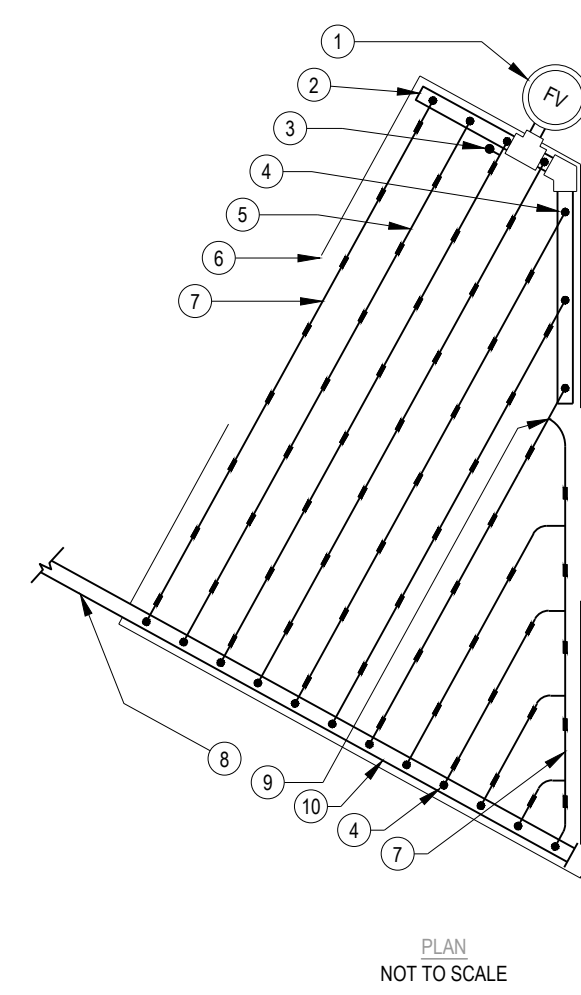


NOTES:
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3. DO NOT SCALE DRAWING.

MOUND LAYOUT

NOT TO SCALE

H

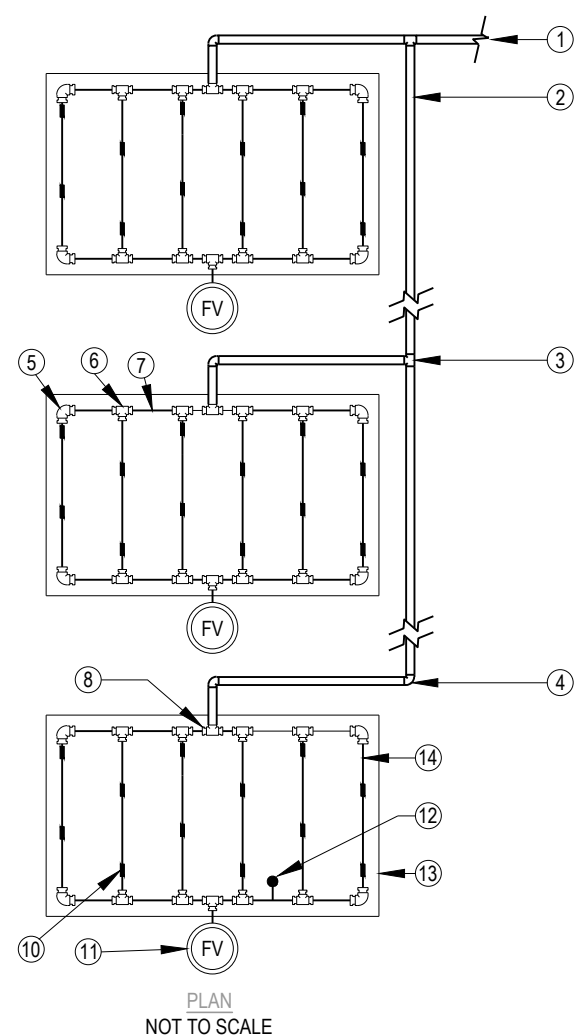


NOTES:
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2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

TRIANGULAR LAYOUT

NOT TO SCALE

I

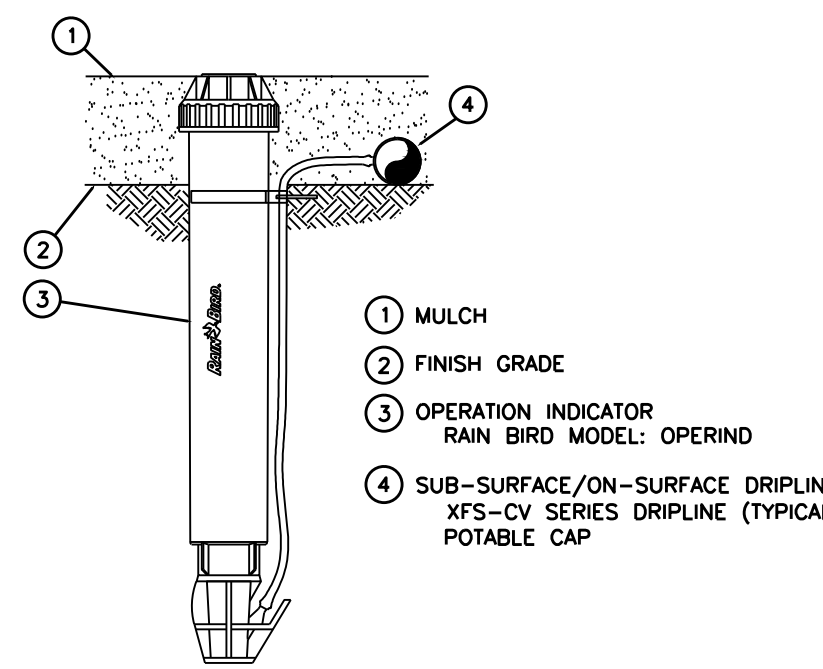


NOTES:
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2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.

ISLAND LAYOUT

NOT TO SCALE

J

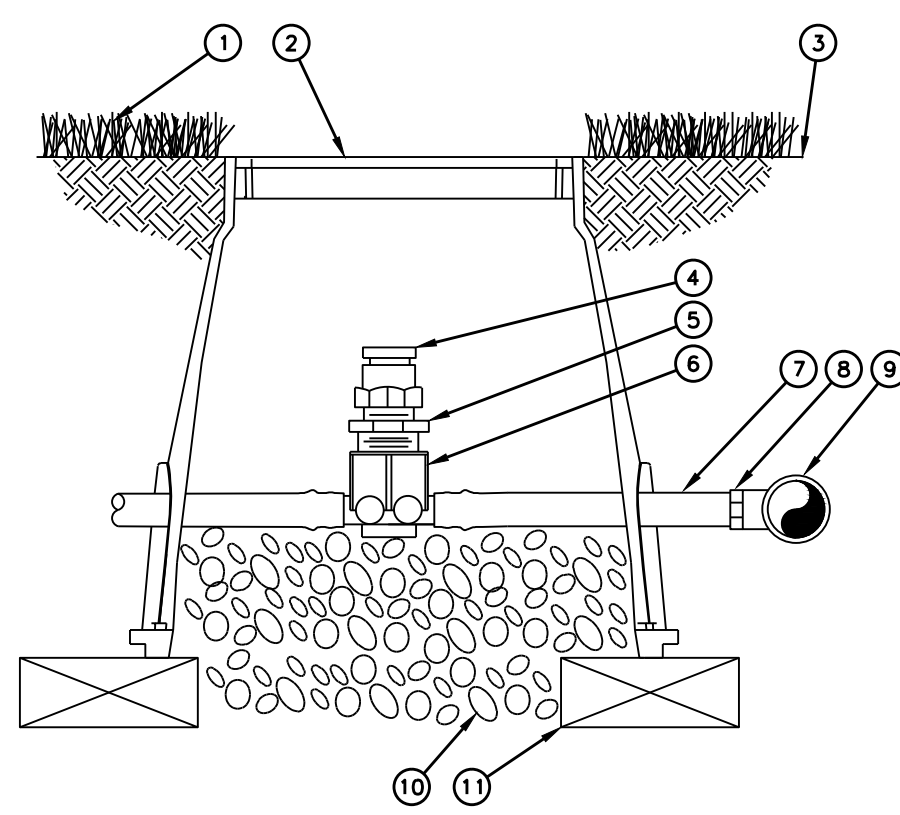


NOTE:
1. VAN NOZZLE MAY BE SET TO CLOSED, OR IF IT IS DESIRED TO SEE SPRAY FROM THE NOZZLE, SET THE ARC TO 1/4 PATTERN. THE FLOW FROM THE NOZZLE, 0.3 GPM, SHOULD BE ACCOUNTED FOR IN THE SYSTEM DESIGN.

DRIPLINE INDICATOR

NOT TO SCALE

K

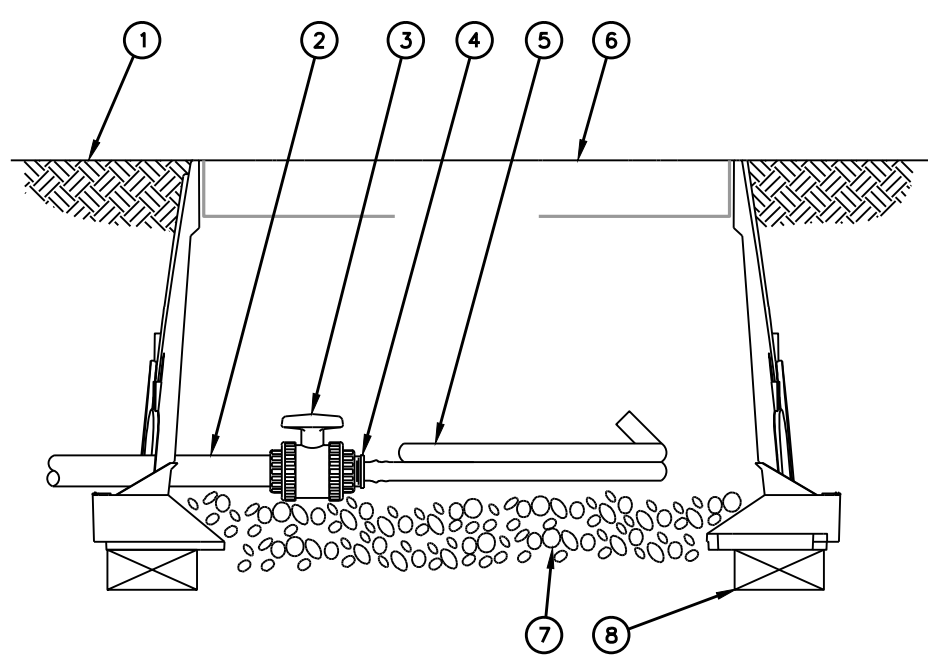


1 TURF GRASS
2 SUBTERRANEAN EMITTER BOX:
RAIN BIRD SEB 7x8
3 FINISH GRADE
4 1/2" AIR RELIEF VALVE:
RAIN BIRD ARV-12
TO BE INSTALLED AT HIGH POINTS
IN DRIP ZONE
5 1/2" x 3/4" PVC REDUCER BUSHING
6 BARB X FEMALE THREAD CONNECTOR:
RAIN BIRD XFD-TFA FITTING
7 1/2" BLANK DRIPLINE TUBING:
RAIN BIRD XF SERIES
8 BARB X MALE THREAD CONNECTOR:
RAIN BIRD XFD-MA FITTING
9 PVC TEE CONNECTED TO PVC
HEADER PIPE
10 3" MINIMUM DEPTH OF
3/4" WASHED GRAVEL
11 BRICK (1 OF 2)

AIR & VACUUM RELIEF VALVE

NOT TO SCALE

L

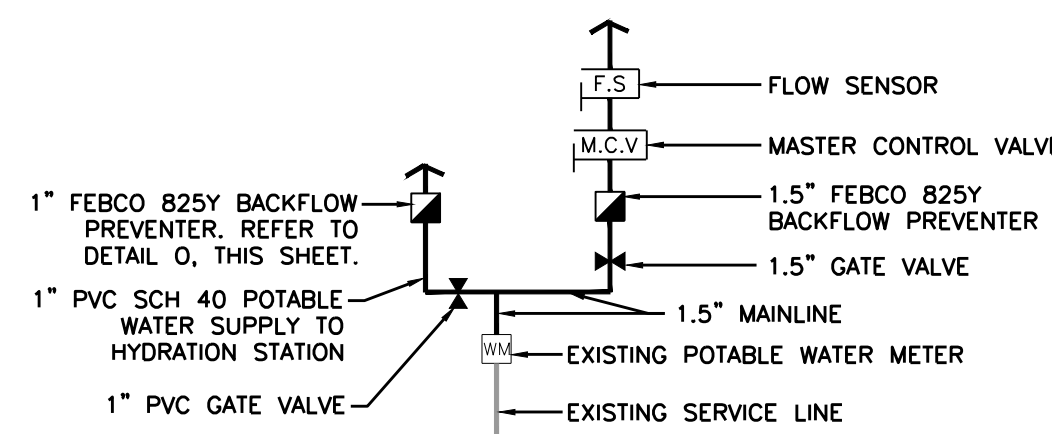


1 FINISH GRADE
2 PVC DRIP MANIFOLD PIPE
3 PVC 1" x 3/4" TRUE UNION BALL VALVE
4 EASY FIT MALE X BARB ADAPTER:
RAIN BIRD XFD-MA-075
5 SUB-SURFACE DRIPLINE:
RAIN BIRD XF SERIES BLANK TUBING
6 12-INCH VALVE BOX WITH COVER:
RAIN BIRD VB-S10
7 3-INCH MINIMUM DEPTH OF
3/4" WASHED GRAVEL
8 BRICK (1 OF 2)

DRIPLINE FLUSH VALVE

NOT TO SCALE

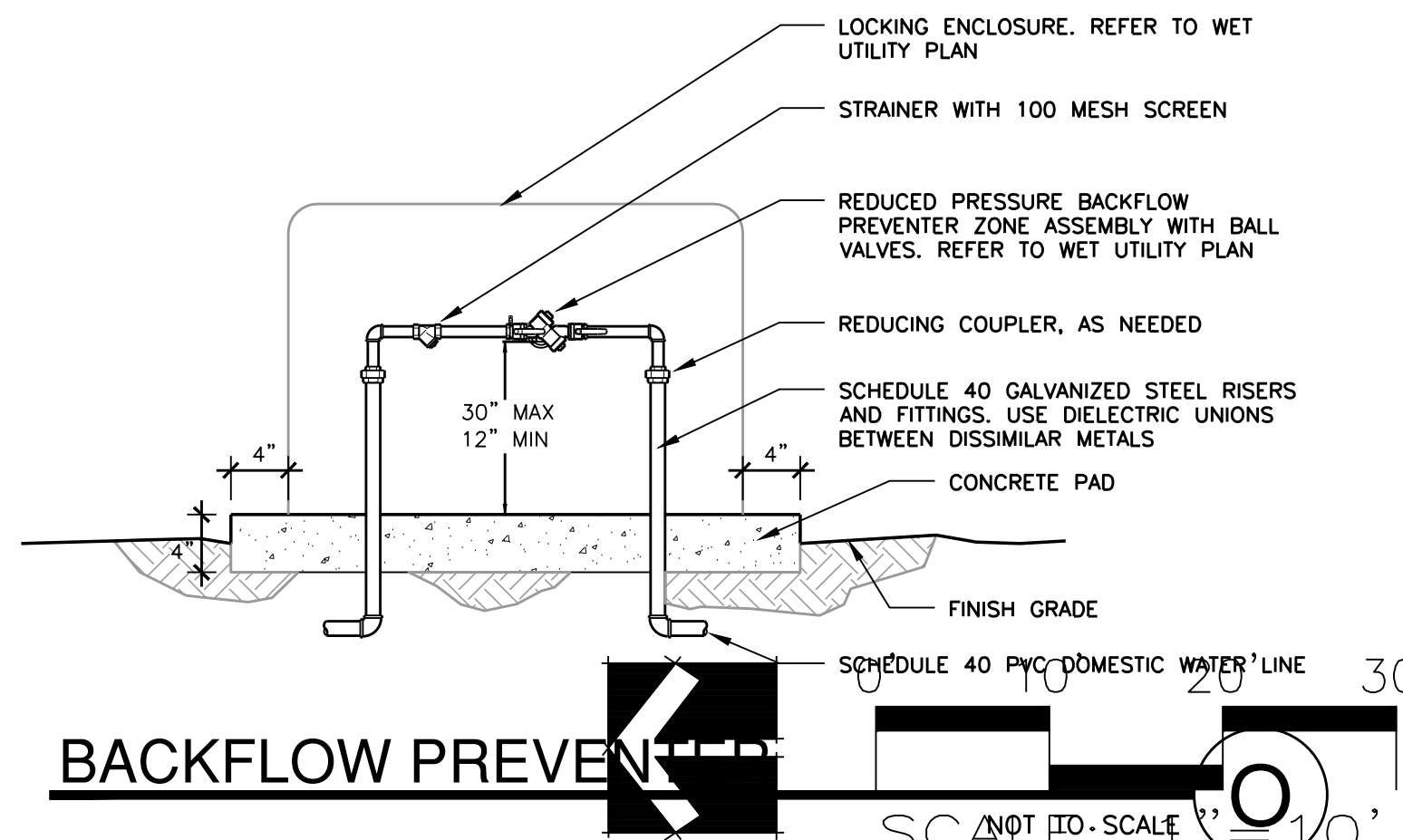
M



POINT OF CONNECTION

NOT TO SCALE

N



BACKFLOW PREVENTER

NOT TO SCALE

O



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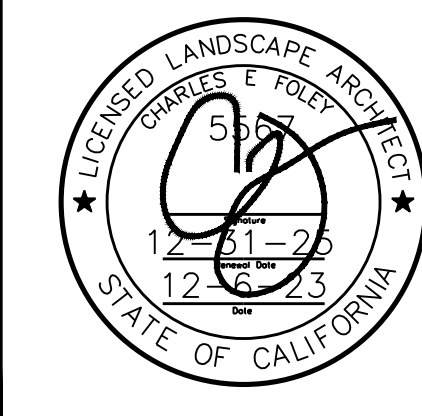
HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

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Project: 2267

STERNS PARK
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3871 FARQUHAR AVENUE
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Date: 12-6-23
Design: M HIRSCH
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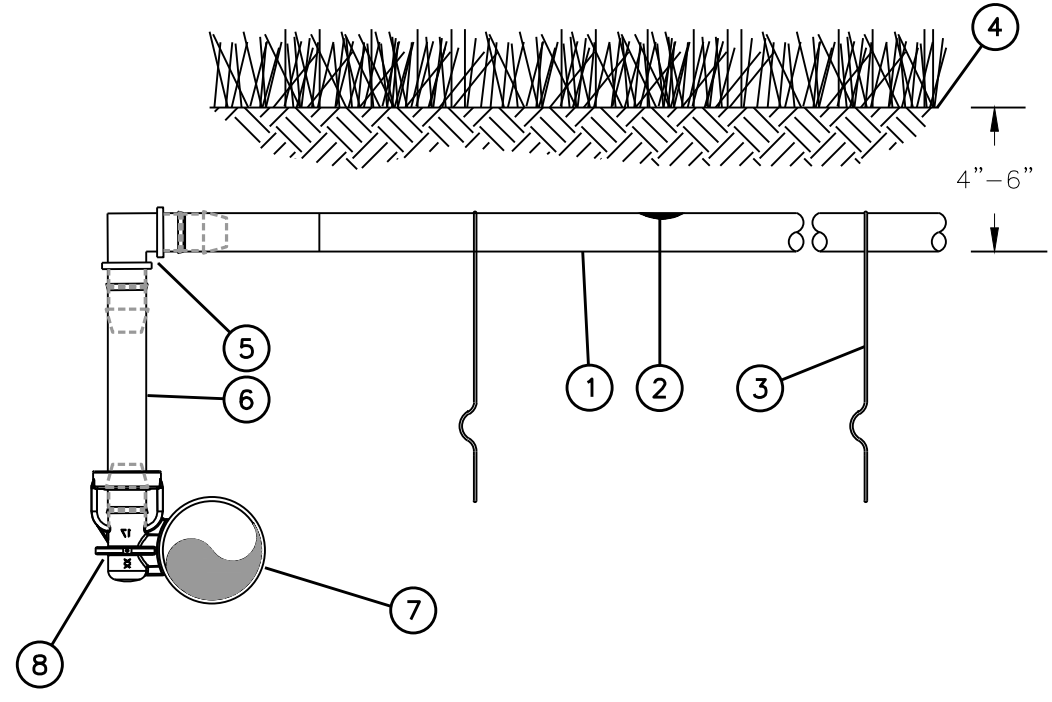
Description:

IRRIGATION
DETAILS

Sheet 14

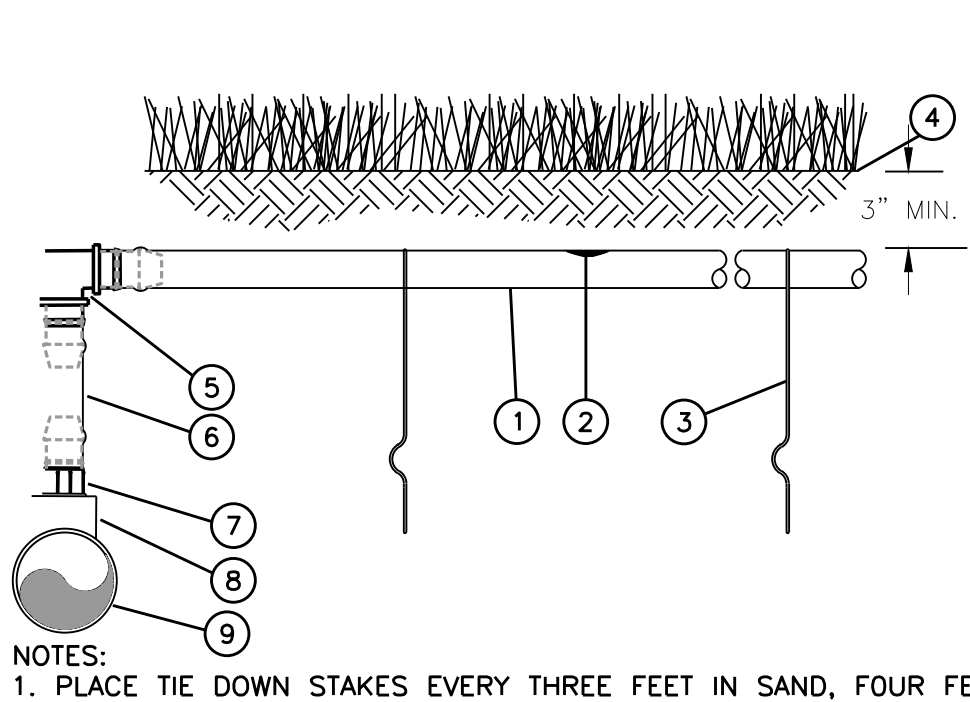
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of 23



- 1 SUB-SURFACE DRIPLINE:
RAIN BIRD XFS-CV SERIES DRIPLINE
NON-POTABLE: XFS-CVP DRIPLINE
- 2 INLINE DRIP EMITTER OUTLET
- 3 TIE DOWN STAKE: RAIN BIRD TDS-050
WITH BEND (TYPICAL)
- 4 FINISH GRADE
- 5 BARB X BARB FITTING
RAIN BIRD XFF-ELBOW
- 6 1/2" RAIN BIRD XF SERIES BLANK
TUBING
- 7 QF HEADER
- 8 PRE-INSTALLED BARBED FITTING

NOTES:
1. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
2. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.
3. INSERTION PLOW AND TRENCHED INSTALLATIONS DO NOT REQUIRE TIE DOWN STAKES.



- 1 SUB-SURFACE/ON-SURFACE DRIPLINE:
RAIN BIRD XFS-CV SERIES DRIPLINE
NON-POTABLE: XFS-CVP DRIPLINE
- 2 INLINE DRIP EMITTER OUTLET
- 3 TIE DOWN STAKE: RAIN BIRD TDS-050
WITH BEND (TYPICAL)
- 4 TURF/FINISH GRADE OR SHRUB BED
WITH MULCH
- 5 BARB X BARB INSERT
RAIN BIRD XFF-ELBOW
- 6 1/2" RAIN BIRD XF SERIES BLANK
TUBING
- 7 TWIST LOCK FITTING: TLF-MPT8-0600
- 8 1 1/2" X 1 1/2" X 3/4" SST PVC
TEE
- 9 PVC LATERAL
MINIMUM 1 1/2" IN DIAMETER
DEPTH PER SPECIFICATION

NOTES:
1. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
2. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.
3. INSERTION PLOW AND TRENCHED INSTALLATIONS DO NOT REQUIRE TIE DOWN STAKES.

PRESSURE LOSS CALCULATION FORM

PROJECT INFORMATION

PROJECT NAME: STERNS PARK	CONTACT: CHUCK FOLEY
LOCATION: LOS ALAMITOS, CA	PHONE/FAX: 714-776-4340
PREPARED BY: HIRSCH AND ASSOCIATES, INC.	DATE: 7/24/23
NUMBER OF WATER METERS: 1	NUMBER OF CONTROL VALVES: 8

LINE CALCULATION RESULTS - (RECAP)

1 AUTOMATIC CONTROLLER & STATION NUMBER	A-3
2 STATIC WATER PRESSURE @ P.O.C	--
3 BOOSTER PUMP INCREASE	--
4 RESIDUAL WATER PRESSURE	--

MISCELLANEOUS EQUIPMENT LOSSES	Size/Info	GPM	Loss/100'	Loss/Act.
5 Service Lateral from District Main to Water Meter	27/30"	9	0	0
6 Water Meter	1"	9	N/A	0.6
7 Main Line Loss from Water Meter to Back Flow Preventer	1.57/10'	9	0.26	0.03
8 Back Flow Preventer	1"	9	N/A	12.00
9 Wye Strainer and/or Pressure Regulator	N/A	N/A	N/A	N/A
10 Gate Valve Losses (Gate, Ball or Butterfly Valves)	1"	9	N/A	3
11 Total Main Line Losses (From line 31)	N/A	N/A	N/A	0.05
12 Main Line Fitting Losses (20% of ALL Mainline Losses)	N/A	N/A	N/A	0.01
13 Specialty Valves (Master Valve and Flow Sensor)	MCV 1"	9	N/A	1.8
14 (Add Pressure Losses From Lines 5-13)			SUBTOTAL	17.49

INDIVIDUAL SYSTEM LOSSES		Size	GPM	Press. Loss
15	Remote Control Valve Loss	1"	9	1.8
16	Individual Lateral Line Loss (From Line 43)	N/A	N/A	5.12
17	Lateral Line Fitting Losses (20% of TOTAL Lateral Losses)	N/A	N/A	1.02
18	Sprinkler Head Operating Pressure (from legend)	N/A	N/A	40.00
19	Difference in Elevation (Loss or Gain .433 per Foot)	N/A	N/A	
20	(Add Pressure Losses From Lines 15-19)			SUBTOTAL 47.94

SUMMARY OF LOSSES			Press. Loss
21	Miscellaneous Equipment Losses	(from Line 14)	17.49
22	Individual System Losses	(from Line 20)	47.94
23	(Sum Total of Losses - Add Lines 21-22) GRAND TOTAL		65.43

24	Total Static Water Pressure	(Add Lines 2 and 3)	--	
25	Individual System Losses	(from Line 23)	65.43	
26	Total Residual Water Pressure	(Subtract Line 25 from 24)	TOTAL	--

1 of 2

SYSTEM PRESSURE MAIN LINE LOSSES

Line	Pipe Value	Size of Pipe	Type of Pipe	Length	GPM	Pressure Loss/100'	Pressure Loss/Act.
27		1.25"	SCH 40	19'	9	0.26	0.05
28							
29							
30							
31	(Total of Lines 27-30)						0.05

SYSTEM INDIVIDUAL LATERAL LINE LOSSES

Line	Pipe Value	Size of Pipe	Type of Pipe	Length	GPM	Pressure Loss/100'	Pressure Loss/Act.
32		1"	SCH 40	155'	9	2.17	3.36
33		3/4"	SCH 40	39'	7	4.52	1.76
34	2 of 2 (Total of Lines 32-43)						5.12

PRESSURE LOSS CALCULATIONS

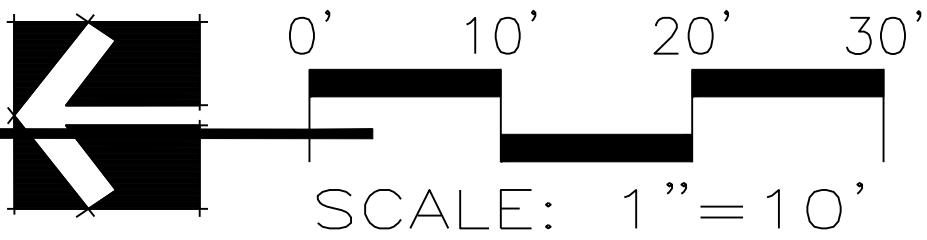
California Water Efficient Landscape Worksheet							
Reference Evapotranspiration (ET _r)	39.7	Project Type	Non-Residential	ETAF	0.45		
Hydrozone # / Planting Description ^a	Plant Factor (PF)	Irrigation Method ^b	Irrigation Efficiency (IE) ^c	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU) ^d
Regular Landscape Areas							
Low-Shrubs/GC/Trees	0.2	Overhead	0.75	0.27	1,318	351	8651
Low-Shrubs/GC	0.2	Drip	0.81	0.25	1,687	417	10253
Low-Trees	0.2	Overhead	0.75	0.27	1,554	414	10200
Moderate-Trees	0.4	Drip	0.81	0.49	150	74	1823
High-Turf	0.8	Overhead	0.75	1.07	439	468	11526
Totals					5148	1725	42453
Special Landscape Areas							
				1		0	0
				1		0	0
				1		0	0
				1		0	0
Totals					0	0	0
						ETWU Total	42453
						Maximum Allowed Water Allowance (MAWA) ^e	57021

ETAF Calculations		
Regular Landscape Areas		
Total ETAF x Area	1725	
Total Area	5148	
Average ETAF	0.34	

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas		
Total ETAF x Area	1725	
Total Area	5148	
Average ETAF	0.34	

WATER CALCULATIONS



DRIPLINE ATTACHED TO QF HEADER

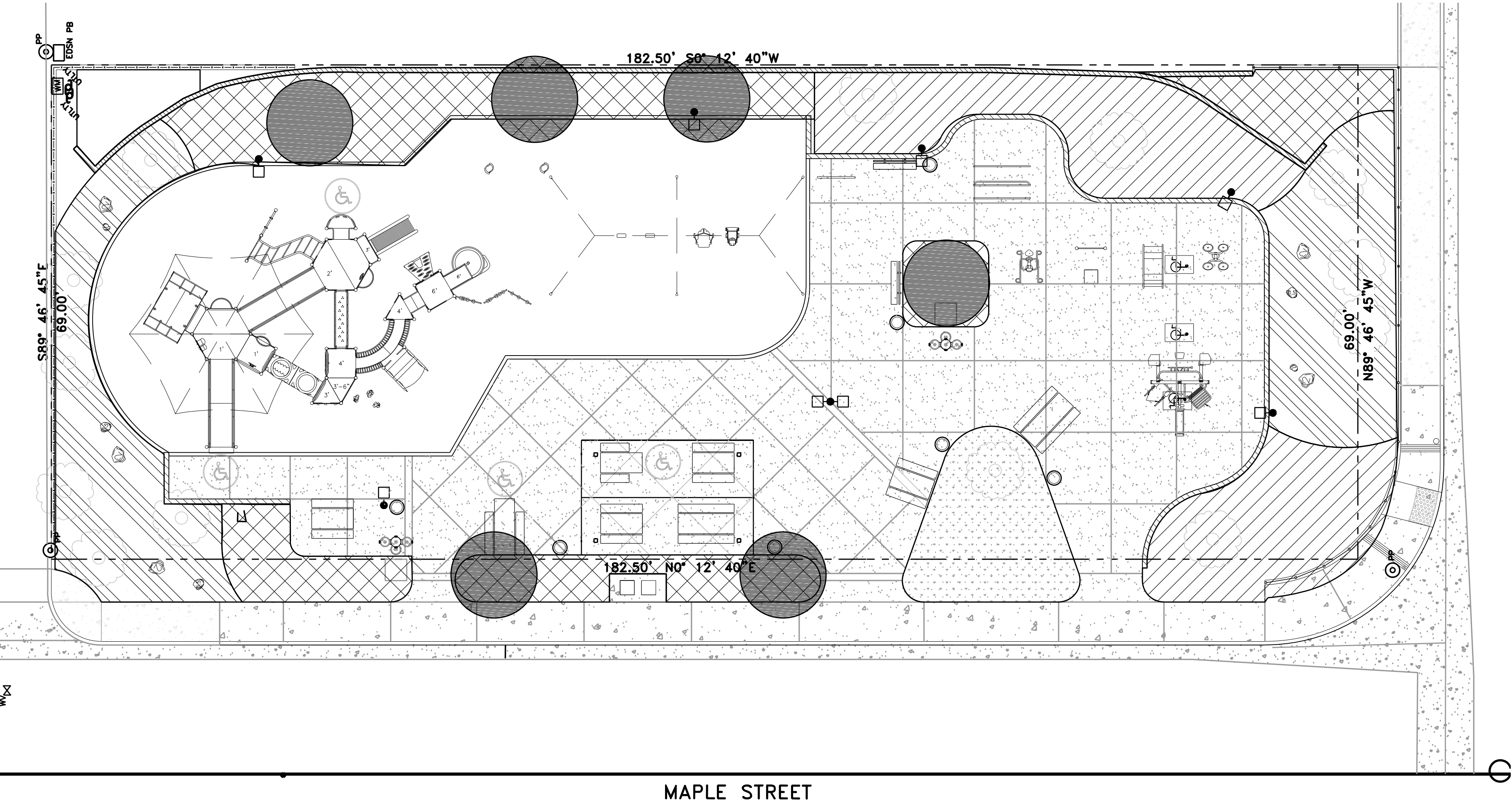
NOT TO SCALE

A

DRIPLINE INSTALL

NOT TO SCALE

B



HYDROZONE PLAN

NOT TO SCALE

HATCH LEGEND

- 1 A LOW WATER USE SHRUBS AND EXISTING TREES
- 1 B LOW WATER USE SHRUBS
- 2 A LOW WATER USE EXISTING TREES
- 2 B MODERATE WATER USE TREES
- 3 A MODERATE WATER USE TURF



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HYDROZONE TABLES

LANDSCAPE HYDROZONE TABLE							
HYDROZONE	EXPOSURE	PLANT MATERIAL	PLANT WATER USE TYPE(S)	PLANT FACTOR(PF)	AREA(HA) (SQ. FT.)	PF x HA (SQ. FT.)	
1 A	SUN	S/GC/T	LOW	0.20	1,318	263	
1 B	SUN	S/GC	LOW	0.20	1,687	337	
2 A	SUN	T	LOW	0.20	1,554	311	
2 B	SUN	T	MOD	0.40	150	60	
3 A	SUN	WST	HIGH	0.80	439	351	
GC - GROUND COVER SHRUBS		SLA - SPECIAL LANDSCAPE AREA TREES	WST - WARM SEASON TURF TW - TREE WELLS	IE = 0.75 ETAF FOR SLA = 1.0			

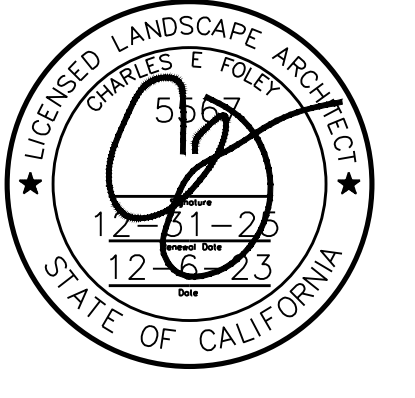
IRRIGATION HYDROZONE TABLE					
HYDROZONE	WATER USE	IRRIGATION METHOD	AREA (SQ. FT.)	% OF LANDSCAPE AREA	
1 A	LW	RT	1,318	24.9%	
1 B	LW	D	1,687	31.8%	
2 A	LW	RT	1,554	29.3%	
2 B	MW	B	150	2.8%	
3 A	HW	RT	439	8.3%	
HW-HIGH WATER USE MW-MODERATE WATER USE LW-LOW WATER USE VLW-VERY LOW WATER USE		S-SPRAY R-ROTOR B-BUBBLER	D-DRIP MS-MICRO SPRAY UGT-UNDERGROUND TUBING	RT-ROTATOR	



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
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Project: 2267

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Job No: 2267

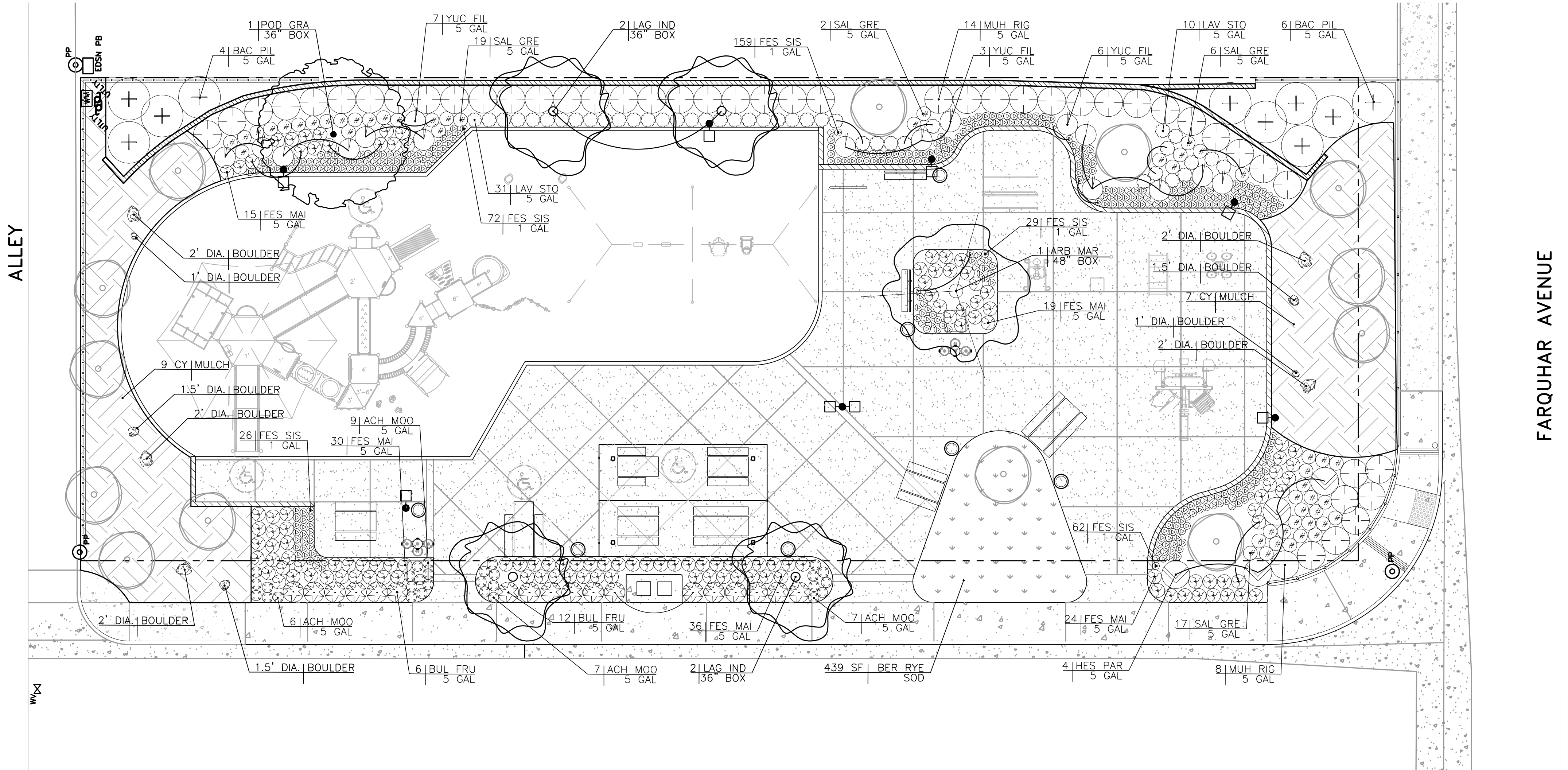
Description:

IRRIGATION
DETAILS

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of 23



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PLANT LEGEND (WUCOLS REGION 3 - SOUTH COASTAL)

SYMBOL	ABBREVIATION	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	SPACING	DETAIL	COMMENTS
			EXISTING TREES					
			EXISTING BOULDERS TO BE RELOCATED AS SHOWN				PD-1/E	
TREES								
	ARB MAR	Arbutus 'Marino'	Marino Strawberry Tree	48" BOX	LOW	AS SHOWN	PD-1/B & C	MULTI-TRUNK
	LAG IND	Lagerstroemia indica 'Natchez'	Crape Myrtle	36" BOX	MOD	AS SHOWN	PD-1/B & C	STANDARD
	POD GRA	Podocarpus gracilior	African Fern Pine	36" BOX	MOD	AS SHOWN	PD-1/B & C	STANDARD
SHRUBS								
	ACH MOO	Achillea 'Moonshine'	Moonshine Yarrow	5 GAL	LOW	18" OC	PD-1/A	
	BAC PIL	Baccharis pilularis 'Pigeon Point'	Dwarf Coyote Bush	5 GAL	LOW	72" OC	PD-1/A	
	BUL FRU	Bulbine frutescens 'Hallmark'	Orange Bulbine	5 GAL	LOW	36" OC	PD-1/A	
	FES MAI	Festuca mairei	Atlas Fescue	5 GAL	LOW	24" OC	PD-1/A	
	FES SIS	Festuca 'Siskiyou Blue'	Blue Fescue	1 GAL	LOW	12" OC	PD-1/A	
	HES PAR	Hesperaloe parviflora	Red Yucca	5 GAL	LOW	48" OC	PD-1/A	
	LAV STO	Lavandula stoechas	Spanish Lavender	5 GAL	LOW	24" OC	PD-1/A	
	MUH RIG	Muhlenbergia rigens	Deer Grass	5 GAL	LOW	48" OC	PD-1/A	
	SAL GRE	Salvia greggii 'Furman's Red'	Autumn Sage	5 GAL	LOW	24" OC	PD-1/A	
	YUC FIL	Yucca filamentosa 'Colorguard'	Variegated Adam's Needle	5 GAL	LOW	36" OC	PD-1/A	
		Fir Bark Mulch, 1/2" to 3/4" Diameter					PD-1/D	
	BER RYE	TifTuf Hybrid Bermuda with Perennial Ryegrass Overseed						

LANDSCAPE CALCULATION

SITE AREA: 12,593 SF/0.29 ACRES
LIMIT OF WORK: 14,080 SF/0.32 ACRES
TOTAL LANDSCAPE AREA: 5,148 SF/0.12 ACRES

MAPLE STREET

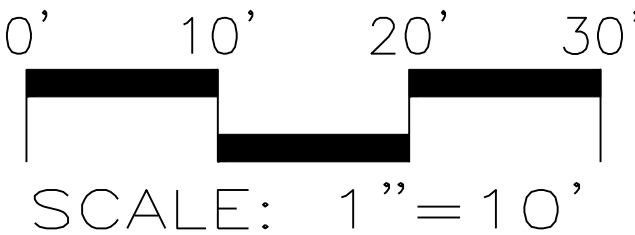
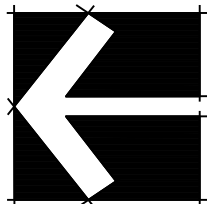
PLANTING NOTES

1. VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK.
 2. LANDSCAPE ARCHITECT SHALL HAVE THE OPPORTUNITY TO INSPECT AND APPROVE ALL PLANT MATERIALS 24" BOX AND LARGER AT NURSERY. 15 GAL AND SMALLER WILL BE INSPECTED AT JOB SITE PRIOR TO PLANTING.
 3. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL THEFT OR DAMAGE TO PLANT MATERIAL ONCE PLANT MATERIAL IS DELIVERED TO JOB SITE.
 4. UPON COMPLETION OF PLANTING, THE CONTRACTOR SHALL ARRANGE FOR A SUBSTANTIAL COMPLETION INSPECTION BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL CORRECT ANY DISCREPANCIES FOUND PRIOR TO FINAL INSPECTION AND ACCEPTANCE OF THE PROJECT.
 5. THE CONTRACTOR IS TO CONTACT THE OWNER, LANDSCAPE ARCHITECT AND CITY LANDSCAPE ARCHITECT FOR A FINAL INSPECTION OF THE LANDSCAPE ONCE ALL WORK IS COMPLETE.
 6. UPON FINAL ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL SUBMIT TO OWNER, SIGNED ORIGINALS OF ALL MATERIAL AND LABOR RELEASES.
 7. BACKFILL MIX FOR ALL TREES, SHRUBS AND SUCCULENTS SHALL CONSIST OF THE FOLLOWING MATERIALS PER CUBIC YARD:

90% NATIVE ON-SITE SOIL
10% BULK ORGANIC MATERIAL
5 LB./CY. TRI-C PREMIUM HUMATE
5 LB./CY. TRI-C ENDO 120 (MYCORRHIZAL INOCULUM)
 8. SOIL PREPARATION: INCORPORATE THE FOLLOWING MATERIALS INTO ALL PLANTER AREAS PER 1,000 S.F. MECHANICALLY ROTOTILL IN TWO DIRECTIONS MATERIALS INTO AREA TO A DEPTH OF 6". HAND TILLING IS NOT ACCEPTABLE. WATER THOROUGHLY AFTER ROTOTILLING IS COMPLETE.

3 CY. NITROGEN FORTIFIED ORGANIC AMENDMENT
50 LB. TRI-C PREMIUM HUMATE
1.5 LB. TRI-C ENDO 120 (MYCORRHIZAL INOCULUM)
- UNLESS CONTRADICTED BY A SOILS TEST, COMPOST AT A RATE OF A MINIMUM OF FOUR CUBIC YARDS PER ONE-THOUSAND (1,000) SQUARE FEET OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF SIX INCHES INTO THE SOIL. HAND TILLING IS NOT ACCEPTABLE. WATER THOROUGHLY AFTER ROTOTILLING IS COMPLETE.
- SWEEP OR BLOW DOWN ALL WALKS PRIOR TO WATERING.
- NOTE: THE ABOVE SOIL PREPARATION MATERIAL AND BACKFILL MIX ARE FOR BID PURPOSES ONLY. CONTRACTOR SHALL HAVE QUALIFIED SOILS LABORATORY APPROVED BY LANDSCAPE ARCHITECT PERFORM AGRICULTURAL SOIL SUITABILITY TEST. TEST RESULTS SHALL BE REVIEWED BY LANDSCAPE ARCHITECT WHO MAY MODIFY THE SOIL PREPARATION AND BACKFILL MIX IF NECESSARY. LANDSCAPE ARCHITECT SHALL SELECT LOCATION OF TEST SITES. (1) TEST SITE IS REQUIRED PER BID.
9. A REPRESENTATIVE SAMPLE OF THE BOTANICAL NAME TAGS, FURNISHED BY THE NURSERY STOCK SUPPLIER, SHALL REMAIN ATTACHED TO THE PLANTS UNTIL FINAL INSPECTION.
 10. INSTALL MULCH AT A COMPACTED MINIMUM DEPTH OF 3". THE APPLICATION OF MULCH SHALL BE CONTINUOUS IN ALL SHRUB/GROUNDCOVER BEDS AND UNDER ALL PLANTS AND TREES AS WELL AS IN PLANTER BASINS.
 11. THE CONTRACTOR IS TO PROVIDE COPIES OF ALL SOIL AMENDMENT DELIVERY TICKETS TO THE LANDSCAPE ARCHITECT AT THE FINAL INSPECTION.
 12. REFER TO SPECIFICATIONS FOR FURTHER INFORMATION. THE GENERAL REQUIREMENTS OF THE SPECIFICATIONS SHALL BECOME PART OF PLANTING WORK.
 13. PLANTING TABLET REQUIREMENT. TRI-C MYCO TABS + 17-9-5

1 GAL 4 TABS
5 GAL 8 TABS
36" BOX 24 TABS
48" BOX 34 TABS



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HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

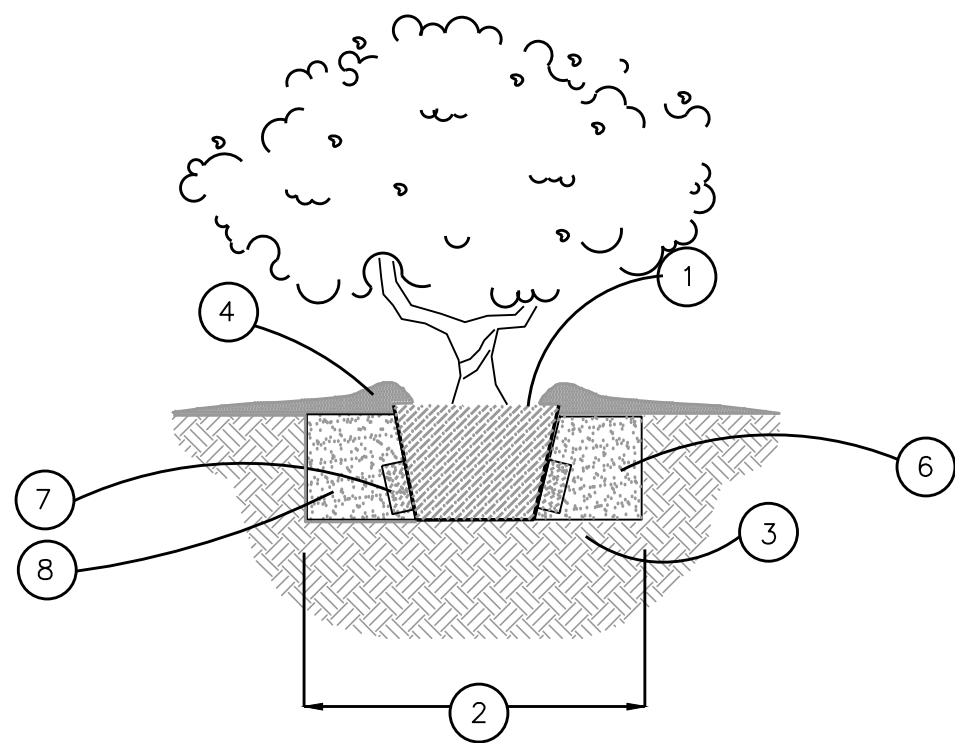
STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:

PLANTING
PLAN



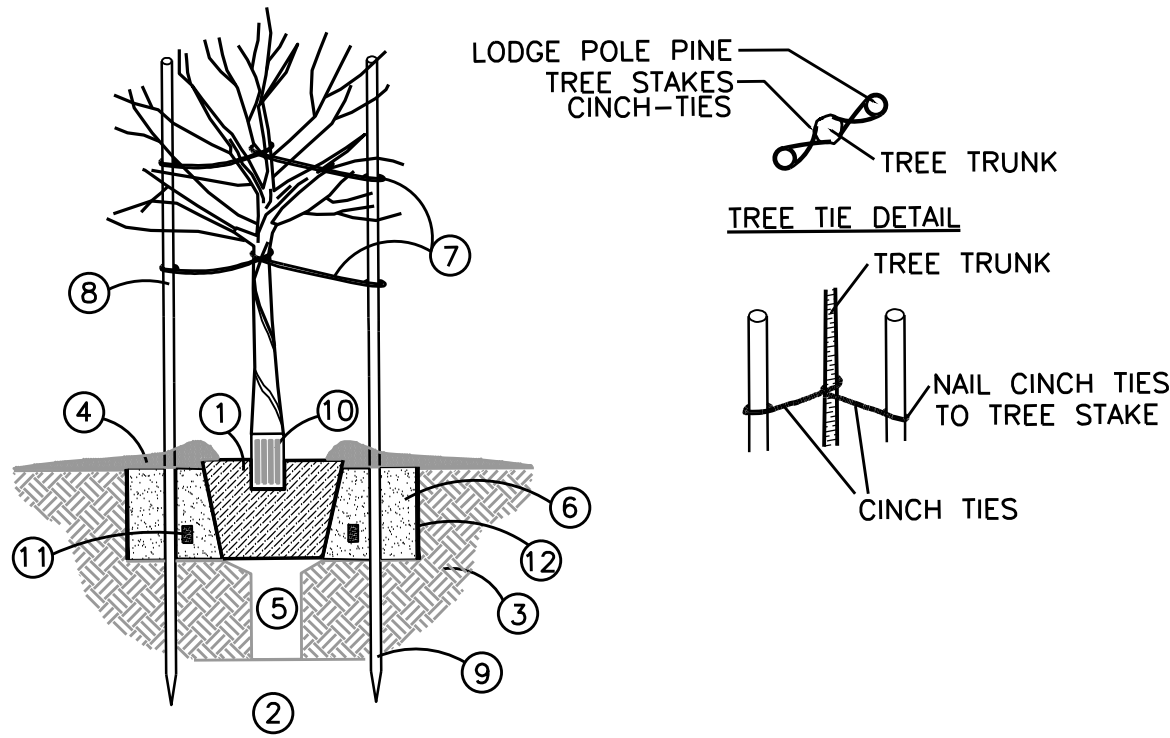
CONTAINER PLANTING GUIDELINES

1. THE TOP OF THE ROOTBALL SHALL BE AT OR SLIGHTLY ABOVE FINAL GRADE.
2. PLANTING PITS SHALL BE TWICE THE DIAMETER OF THE ROOTBALL.
3. THE ROOTBALL SHALL REST ON UNAMENDED SOIL.
4. CONSTRUCT THE WATER BERM ON THE INSIDE OF THE OUTER EDGE OF THE ROOTBALL. THIS WILL PERMIT WATER TO FLOW THROUGH THE ROOTBALL.
5. NOT USED
6. PLANTING OPTIONS:
 - A. SLOW RELEASE FERTILIZER MAY BE ADDED AT RECOMMENDED RATES.
 - C. THE ROOTBALL SHALL BE COVERED WITH A COARSE ORGANIC MULCH TO A MAXIMUM 3" DEPTH.
 - D. TO ENHANCE WATER MOVEMENT, LOOSEN THE NATIVE SOIL BENEATH THE ROOTBALL. DO NOT ADD ORGANIC MATTER TO THE SOIL BENEATH THE ROOTBALL.
7. FERTILIZER TABLET PER PLANTING NOTES. REFER TO PLANTING NOTE, THIS SHEET.
8. BACKFILL MIX PER SOILS REPORT INFORMATION, REFER TO PLANTING PLAN, SHEET LP-1

SHRUB PLANTING

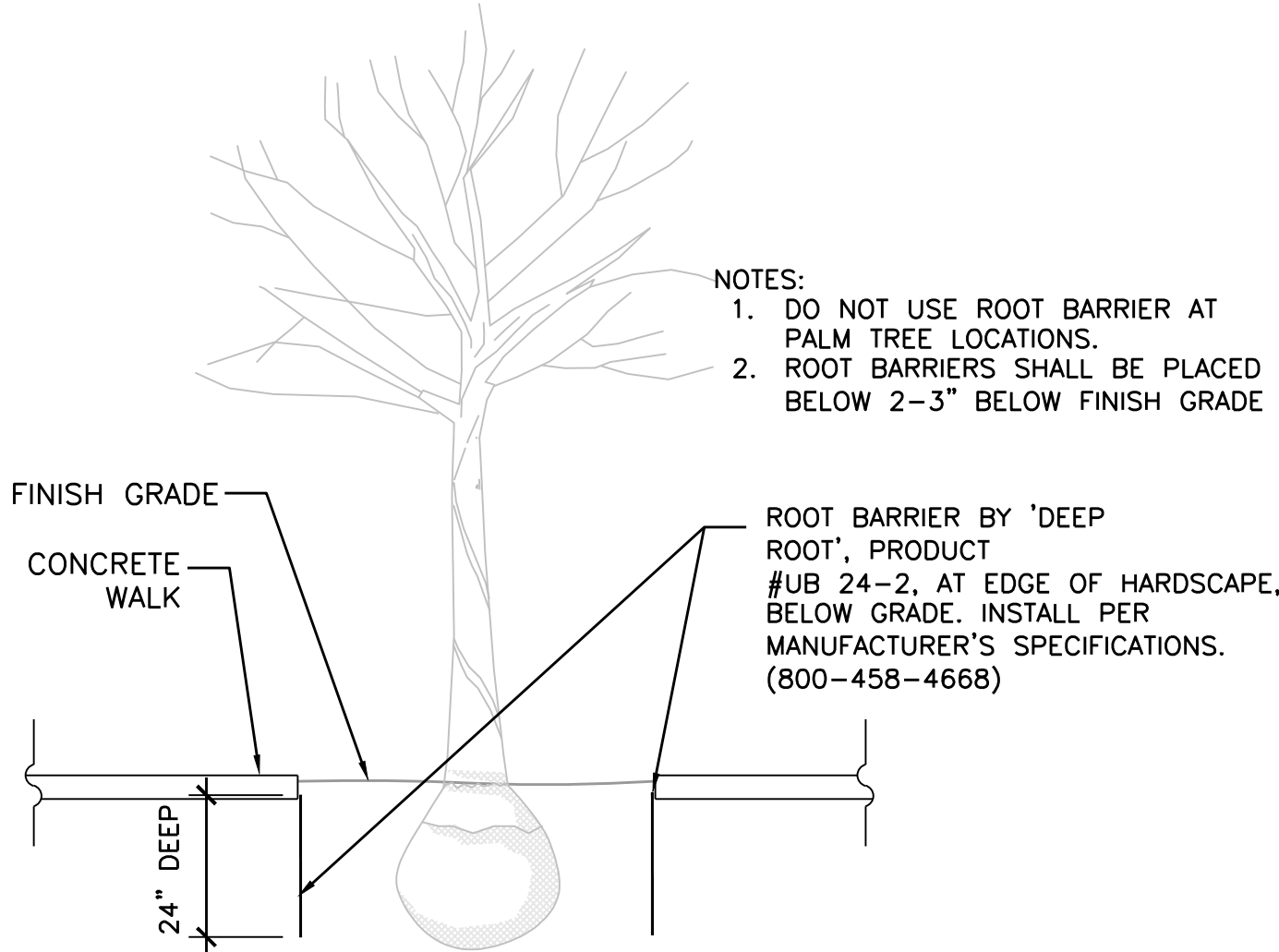
NOT TO SCALE

A



CONTAINER PLANTING GUIDELINES

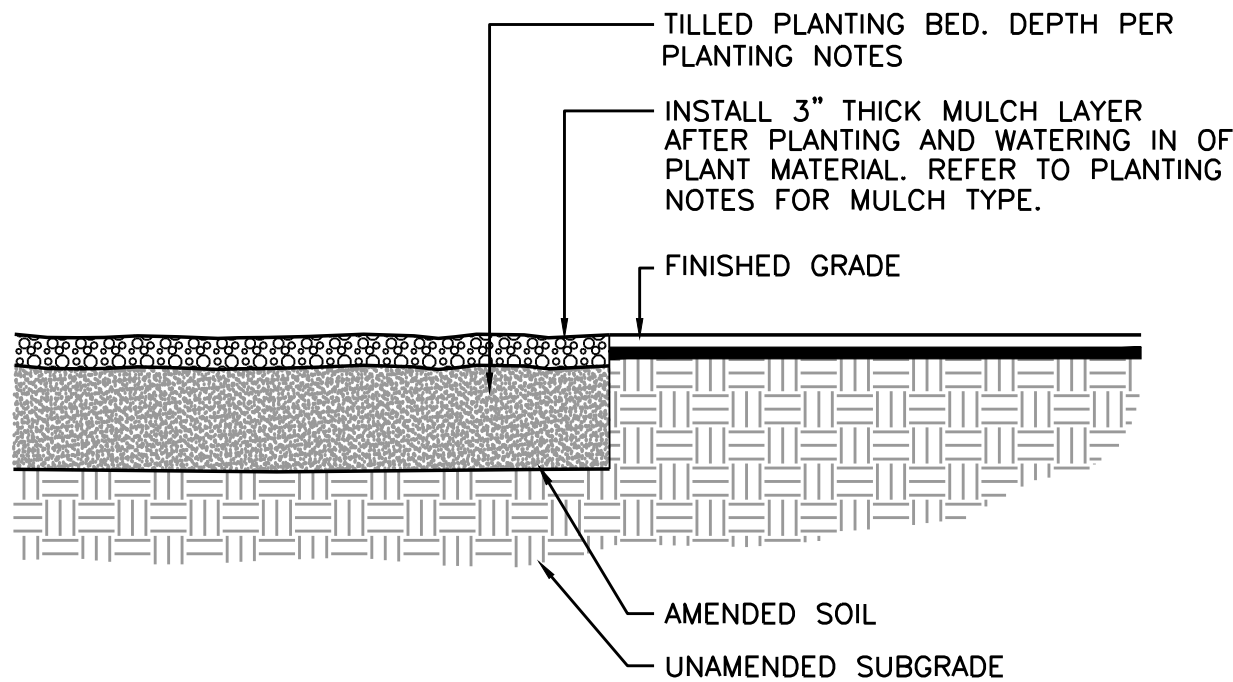
1. THE TOP OF THE ROOTBALL SHALL BE AT OR SLIGHTLY ABOVE FINAL GRADE.
2. PLANTING PITS SHALL BE TWICE THE DIAMETER OF THE ROOTBALL.
3. THE ROOTBALL SHALL REST ON UNAMENDED SOIL.
4. CONSTRUCT THE WATER BERM ON THE INSIDE OF THE OUTER EDGE OF THE ROOTBALL. THIS WILL PERMIT WATER TO FLOW THROUGH THE ROOTBALL.
5. FOR POORLY DRAINING SOILS, AUGER A 4" MINIMUM DIAMETER HOLE 36" DEEP, OR TO A FREE DRAINING LAYER, AND FILL THE HOLE WITH WASHED PLASTER SAND. TAPER THE BOTTOM OF THE PLANTING PIT TO ALLOW GOOD WATER MOVEMENT.
6. BACKFILL MIX:
 - A. THE BACKFILL MIX IN THE UPPER 12" SURROUNDING THE ROOTBALL SHALL BE PER PLANTING NOTES.
 - B. THE ROOTBALL SHALL BE COVERED WITH A COARSE ORGANIC MULCH TO A MAXIMUM 2" DEPTH.
 - C. TO ENHANCE WATER MOVEMENT, LOOSEN THE NATIVE SOIL BENEATH THE ROOTBALL. DO NOT ADD ORGANIC MATTER TO THE SOIL BENEATH THE ROOTBALL.
7. USE RUBBER CINCH TIES ONLY - 4 PER TREE
8. LODGE POLE PINE TREE STAKES
9. INSTALL STAKES BEYOND ROOTBALL
10. PLASTIC TREE GUARD TO PROTECT TREE FROM WEED-EATER. USE IN TURF AREAS ONLY.
11. FERTILIZER. SEE PLANTING NOTES THIS SHEET.
12. INSTALL 'DEEP ROOT' ROOT BARRIER AROUND ALL TREES IN PARKING LOT PLANTERS, TREE WELLS, AND PLANTED WITHIN 5' OF CURBS AND SIDEWALKS.



ROOT BARRIER

NOT TO SCALE

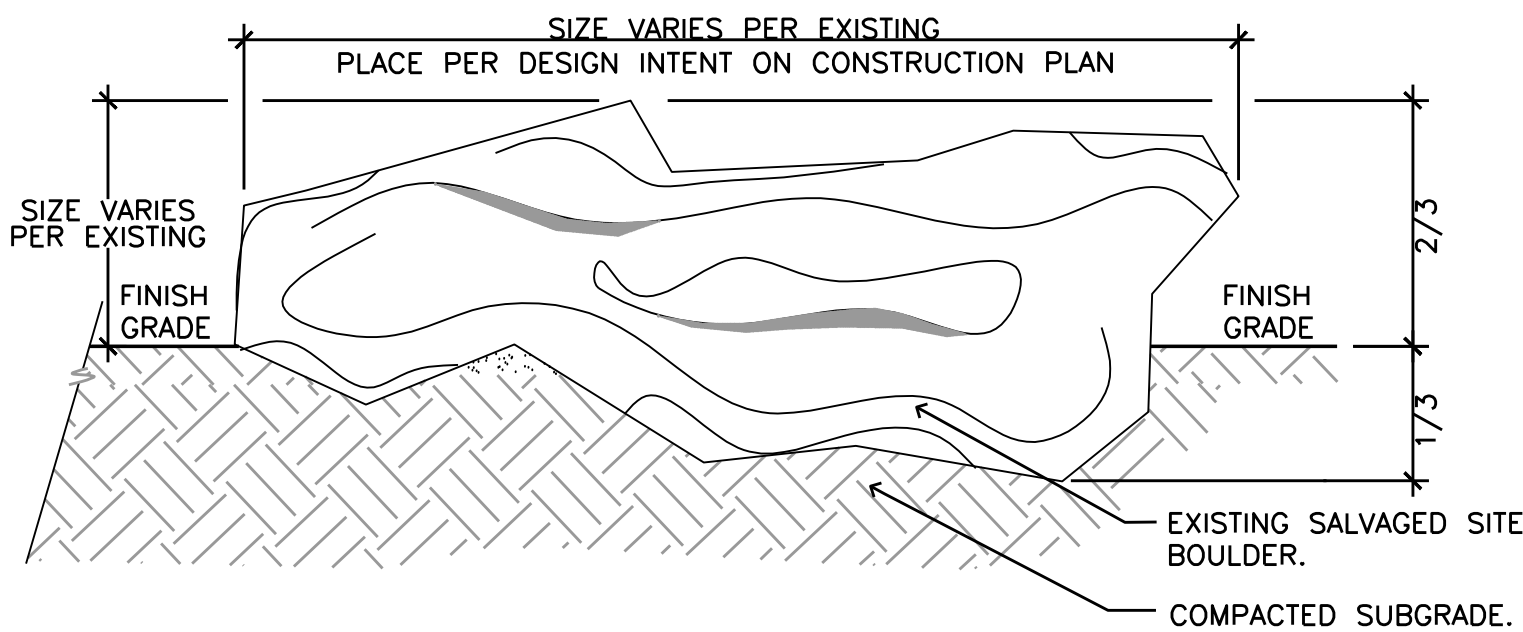
C



MULCH

NOT TO SCALE

D



BOULDER INSTALLATION

NOT TO SCALE

E



SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.



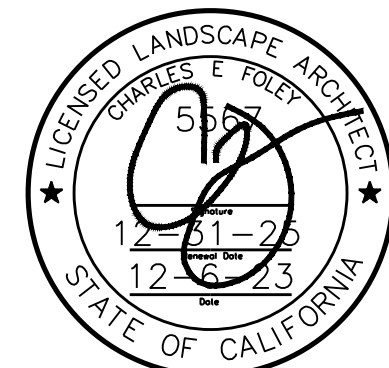
HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



Date: 12-6-23
Design: M HIRSCH
Job No: 2267

Description:

PLANTING
DETAILS

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ELECTRICAL SPECIFICATIONS

A. MATERIALS

1. MATERIALS SHALL BE NEW AND OF QUALITY AS SPECIFIED ON THE PLANS OR SPECIFICATIONS AND MUST CARRY THE UNDERWRITER'S LABORATORIES APPROVAL COVERING THE PURPOSE FOR WHICH THEY ARE USED, IN ADDITION TO MEETING REQUIREMENTS OF THE CURRENT APPLICABLE CODES AND REGULATIONS.

B. CONDUIT

1. ALL WIRING SHALL BE INSTALLED IN LISTED METALLIC CONDUIT EXCEPT AS PERMITTED BELOW. RGS, WITH A 20 MIL PVC COATING WILL BE USED WHEN IN CONTACT WITH EARTH. IMC MAY BE USED IN INDOOR LOCATIONS NOT IN CONTACT WITH THE EARTH. EMT MAY BE USED IN INDOOR LOCATIONS NOT IN CONTACT WITH EARTH, NOT IN CONCRETE SLABS OR WALLS AND NOT SUBJECT TO DAMAGE. PVC MAY BE USED IN OR BELOW CONCRETE AND DIRECT BURIED IN EARTH. FLEXIBLE STEEL CONDUIT SHALL BE USED FOR INDOOR FINAL CONNECTIONS TO EQUIPMENT IN LENGTHS NOT TO EXCEED 72". LIQUID-TIGHT FLEXIBLE STEEL CONDUIT SHALL BE FOR OUTDOOR FINAL CONNECTIONS TO EQUIPMENT NOT TO EXCEED 36".
2. WHERE CONDUIT ENTERS OUTLET BOXES, FIXTURES OR CABINETS, FIRMLY FASTEN WITH STEEL SET SCREW, COMPRESSION CONNECTORS, OR DOUBLE LOCKNUTS FOR GRC. CONNECTIONS SHALL HAVE BUSHINGS OR INSULATED THROAT CONNECTORS, FIRMLY FASTEN CONDUIT TO THE BUILDING CONSTRUCTION. RUN EXPOSED CONDUIT PARALLEL TO THE BUILDING LINES, SUPPORTED BY APPROPRIATE HANGERS (UNISTRUT, T & B OR APPLETON, OR EQUAL).
3. COVER METALLIC CONDUIT IN CONTACT WITH EARTH WITH POLYETHYLENE TAPED SPIRAL WRAPPED, 1/2 LAPPED TO PROVIDE 20 MIL THICKNESS. TAPE SHALL BE SCOTCH NO. 50 TAPE. CONDUIT AND DUCTS NOT UNDER BUILDINGS AND FEEDER DUCTS SHALL BE INSTALLED PER N.E.C. 300-5. MAKE JOINTS WITH COMPOUND TO BE WATERTIGHT.
4. FITTINGS AND CONDUIT BODIES SHALL BE STEEL. NO DIECAST FITTINGS.
5. CONDUIT SIZES SHALL BE AS REQUIRED BY CODE AND AS INDICATED OR SPECIFIED.
6. EMPTY CONDUIT SYSTEMS SHALL HAVE A NYLON PULL STRING TO FACILITATE INSTALLATION OF FUTURE WIRE.
7. SCHEDULE 40 PVC CONDUIT SHALL BE PERMITTED UNDERGROUND WITH PROPER FITTINGS, UL APPROVED AND CEMENTED JOINTS. PENETRATIONS THROUGH FLOOR SLABS AND BENDS GREATER THAN 22" SHALL BE WRAPPED RIGID GALVANIZED STEEL ELBOWS.
8. CONDUITS AND OUTLETS SHALL BE CONCEALED WITH THE BUILDING STRUCTURE, EXCEPT THAT CERTAIN MOTOR AND LIGHTING FEEDER CONDUITS MAY BE RUN EXPOSED IN CERTAIN AREAS AS INDICATED ON THE DRAWINGS. CONDUIT SHOWN TO BE INSTALLED IN CABINETS, COUNTERS, AND CASEWORK SHALL BE RUN AS DIRECTED BY THE ARCHITECT.
9. CONDUIT SYSTEMS SHALL HAVE A CODE SIZED COPPER GROUND CONDUCTOR INCREASE CONDUIT SIZE AS REQUIRED.
10. CONDUIT PENETRATION THROUGH ROOF SHALL HAVE ROOF FLASHING WITH CAULK TYPE COUNTER FLASHING SLEEVE. INSTALLATION SHALL BE WATERTIGHT.
11. CONDUITS SHALL BE ROUTED SURFACE ON THE STRUCTURE, PARALLEL AND PERPENDICULAR TO THE STRUCTURE.

C. OUTLET, PULL, AND JUNCTION BOXES

1. EACH SWITCH, LIGHT, RECEPTACLE OR OTHER OUTLET SHALL BE PROVIDED WITH A CODE GAUGE, GALVANIZED STEEL OUTLET BOX. JUNCTION AND PULL BOXES SHALL BE CODE GAUGE, GALVANIZED STEEL. OUTLET BOXES SHALL BE OF THE ONE PIECE, KNOCKOUT TYPE, IN GENERAL 4" SQUARE WITH PLASTER RING. PLASTER RINGS SHALL BE SET TO PROVIDE NOT MORE THAN 1/8" FROM WALL SURFACE TO RING. IN NO CASE SHALL PLASTER RING PROJECT BEYOND SURFACE OF WALL. SINGLE GANG RINGS SIMILAR TO STEEL CITY 52050 SHALL BE USED FOR 4" BOXES IN UNFINISHED BRICK NUMBER 180 BOXES MAY BE USED FOR UNFINISHED MASONRY FLUSH WALL OUTLETS. CENTER OUTLET BOXES IN BLOCK COURSE.
2. BOXES INSTALLED IN POURED CEMENT FLOORS SHALL BE FLUSH TYPE CAST IRON OR STEEL WITH WATERTIGHT GASKETED COVERS. WHERE BOXES ARE INSTALLED IN FLOORS WITH TILE OR CARPET FLOOR COVERING, COVERS SHALL BE OF THE RECESSED TYPE TO ACCOMMODATE THE FLOOR COVERING.
3. BOXES INSTALLED FOR THE ALARM, COMPUTER, AND SECURITY SYSTEM SHALL BE PROVIDED WITH APPROPRIATE COVER PLATES.
4. BOXES FOR TELEPHONE, COMPUTER, T.V., FIRE ALARM, SECURITY, AND SIMILAR SYSTEMS SHALL BE MINIMUM 4" SQUARE AND 2-1/8" DEEP.

D. PANEL BOARDS

1. CIRCUIT BREAKER TYPE AS INDICATED ON DRAWINGS. UNLESS INDICATED OTHERWISE, PANELS SHALL HAVE PANEL BOARD TYPE CONSTRUCTION WITH BOLT-ON CIRCUIT BREAKERS FOR 320 PANELS. MANUFACTURERS SHALL BE GENERAL ELECTRIC, SQUARE D, SIEMENS, CUTLER-HAMMER OR EQUAL WITH VOLTAGE, SIZES, AND RATINGS AS INDICATED ON DRAWINGS.
2. THE CIRCUIT BREAKERS SHALL BE OPERABLE IN ANY POSITION AND BE REMOVABLE FROM THE FRONT OF THE PANEL BOARD WITHOUT DISTURBING THE ADJACENT UNITS. BRANCH BREAKERS SHALL BE OF SUCH DESIGN THAT COMBINATION OF SINGLE-POLE, DOUBLE-POLE, AND THREE-POLE BREAKERS CAN BE ASSEMBLED ON THE SAME PANEL. EACH BRANCH CIRCUIT SHALL BE CLEARLY NUMBERED. BRANCH AND MAIN TERMINALS SHALL BE OF THE SOLDERLESS TYPE. HANDLE TIES TO FORM MULTI-POLE BREAKERS NOT ACCEPTABLE.
3. WIRE TERMINATION FOR PANEL BOARDS AND CIRCUIT BREAKERS SHALL BE LISTED AS SUITABLE FOR 75 DEGREES C.
4. PROVIDE A TYPEWRITTEN CIRCUIT INDEX BEHIND CLEAR PLASTIC COVER ON INSIDE OF DOOR. INFORMATION SHALL INCLUDE ROOM AND TYPE LOAD SERVED. CIRCUIT BREAKERS SHALL BE IDENTIFIED, INCLUDING SPARES. INDEX CARD FRAME SHALL BE METAL, SECURED TO DOOR.
5. WHERE PANEL BOARDS ARE INSTALLED FLUSH WITH THE WALLS, EXTEND EMPTY CONDUITS FORM THE PANEL BOARD TO AN ACCESSIBLE SPACE ABOVE OR BELOW. PROVIDE 3/4" (MINIMUM SIZE) CONDUIT FOR EVERY THREE SINGLE SPARE CIRCUIT BREAKERS OR SPACE OR EQUIVALENT MULTI-POLE ARRANGEMENT, OR FRACTION THEREOF, BUT NOT LESS THAN TWO CONDUITS FOR EACH PANEL.
6. PANEL BOARDS TO BE PROVIDED WITH COPPER BUSSING ONLY.
7. LOAD CENTERS SHALL NOT BE ALLOWED UNLESS NOTED OTHERWISE.
8. NEW PANELBOARDS SHALL COMPLY WITH NEC ARTICLE 110.16. EQUIPMENT MANUFACTURERS SHALL PROVIDE WARNING LABELS FOR PANELBOARDS, GENERATORS, AUTOMATIC TRANSFER SWITCHES TO WARN QUALIFIED PERSONS OF POTENTIAL ELECTRIC ARC FLASH HAZARDS. THE MARKING SHALL BE LOCATED SO AS TO BE CLEARLY VISIBLE TO QUALIFIED PERSONS BEFORE EXAMINATION, ADJUSTMENT, SERVICE, OR MAINTENANCE OF THE EQUIPMENT.

E. WIRE

1. CONDUCTOR SIZES SHOWN ON THE DRAWINGS ARE BASED ON COPPER WIRE. UNLESS OTHERWISE SPECIFIED, WIRE SHALL BE TYPE XHHW FOR FEEDERS OR BRANCH CIRCUITS LARGER THAN 4 AWG, TYPE THHN/THWN INSULATION FOR FEEDERS AND BRANCH CIRCUITS 4 AWG AND SMALLER. BRANCH CIRCUIT WIRING SHALL BE COPPER. SERVICE AND PANEL FEEDERS #1/0 AND LARGER MAY BE ALUMINUM, PROVIDED THE CONDUCTOR SIZES ARE INCREASED FOR EQUAL OR GREATER AMPACITY AND EQUAL OR LESS EQUIVALENT VOLTAGE DROP INCREASE CONDUIT SIZE AS REQUIRED. THE WIRE SHALL BE MARKED WITH COLOR TO SIMPLIFY CIRCUIT IDENTIFICATION, UNLESS OTHERWISE REQUIRED BY LOCAL ORDINANCES. GROUND WIRES SHALL BE GREEN, NEUTRAL WIRES SHALL BE 120V- WHITE, 277V- GRAY, AND LIVE WIRES 208Y/120V AND 120/240 SHALL BE BLACK (PHASE A), RED (PHASE B), AND BLUE (PHASE C). FOR 480Y/277V CIRCUITS, THE COLOR CODE SHALL BE BROWN (PHASE A), ORANGE (PHASE B), AND YELLOW (PHASE C). THE WIRE SHALL BE 12 AWG UNLESS OTHERWISE INDICATED. CIRCUIT SHALL BE LABELED IN EACH J-BOX.

2. WHERE ALUMINUM WIRE IS USED, ALUMINUM CONDUCTOR MATERIAL SHALL COMPLY WITH N.E.C. 310-14 AND CONNECTIONS AND TERMINATIONS SHALL BE MACHINE COMPRESSION TYPE EQUAL TO BURNDY "HI PLUG" OR "MACADAPT", NO EXCEPTIONS.
3. NO WIRE SHALL BE INSTALLED IN THE CONDUIT SYSTEM UNTIL THE CONDUIT SYSTEM IS COMPLETE. USE MINERALAC NO. 100 OR EQUIVALENT AS A LUBRICANT TO FACILITATE THE INSTALLATION OF THE CONDUCTORS IN THE CONDUIT SYSTEM.
4. SPLICES IN EXTERIOR PULL BOXES AND MANHOLES SHALL BE WEATHERPROOF USING "SCOTCHCAST" SPLICE KIT OR APPROVED EQUAL. SEAL ENDS OF CONDUITS AND DUCTS WITH "DUCTSEAL" OR APPROVED EQUAL.
5. PROVIDE SOLID CONDUCTOR FOR 12 AWG AND SMALLER.

F. WIRING DEVICES

1. WALL SWITCHES SHALL BE SPECIFICATION GRADE AC SILENT TYPE SWITCHES, 20A, 120/277 VOLT.
2. RECEPTACLES SHALL BE SPECIFICATION GRADE, DUPLEX TYPE, NEMA 5-20R, 20 AMPERE, 120 VOLT GROUNDED TYPE. SPECIAL APPLICATION RECEPTACLES SHALL BE INDICATED ON PLANS. MOUNT WITH THE GROUND DOWN.
3. DEVICE PLATES SHALL BE EQUAL TO SIERRA SMOOTH-LINE PLASTIC WALL PLATES. COLOR SHALL BE WHITE, UNLESS OTHERWISE NOTED.
4. RECEPTACLES IN OUTDOOR AND WET LOCATIONS SHALL BE INSTALLED WITH A HINGED OUTLET COVER/ENCLOSURE CLEARLY MARKED AND U.L. LISTED SUITABLE FOR WET LOCATIONS WHILE IN USE, EQUAL TO TAYMAC SPECIFICATION GRADE.

G. LIGHTING FIXTURES

1. PROVIDE ALL LIGHTING FIXTURES, WIRED AND CONNECTED. THE DRAWINGS INDICATE THE FIXTURES FOR EACH LOCATION. PROVIDE LAMPS FOR FIXTURES. THE LAMPS SHALL BE BY THE SAME MANUFACTURER, VERIFY CEILING CONSTRUCTION BEFORE ORDERING RECESSED UNITS. PROVIDE PLASTER FRAMES AND HANGERS AS REQUIRED. CEILING CONSTRUCTION, ARCHITECTURAL ACCESSORIES, VOLTAGE, AND BALLASTS TO MEET THE EXISTING CONDITION.

H. SYSTEM GROUNDING

1. GROUNDING SHALL COMPLY WITH REQUIREMENTS OF ARTICLE 250. EXPOSED NONCURRENT CARRYING METALLIC PARTS OF ELECTRICAL EQUIPMENT, METALLIC RACEWAY SYSTEMS, METALLIC CABLE ARMOR, GROUNDING CONDUCTOR OF NONMETALLIC SHEATHED CABLES, GROUNDING CONDUCTOR IN NONMETALLIC RACEWAYS, AND GROUNDED CONDUCTORS OF THE WIRING SYSTEM SHALL BE GROUNDED.
2. GROUNDING CONDUCTOR (NEUTRAL) OF THE WIRING SYSTEM SHALL BE CONNECTED TO THE SYSTEM GROUNDING CONDUCTOR AT A SINGLE PLACE IN EACH SYSTEM BY REMOVABLE BONDING JUMPEES, SIZED ACCORDING TO THE APPLICABLE PROVISIONS OF THE NATIONAL ELECTRICAL CODE. THE GROUNDED CONDUCTOR (NEUTRAL) TO THE GROUNDING CONDUCTOR CONNECTION SHALL BE LOCATED IN THE ENCLOSURE FOR THE SYSTEM'S OVERCURRENT PROTECTION OR WHERE OTHERWISE INDICATED ON THE PLANS OR SPECIFICATIONS.
3. A GROUND BUS SEPARATE FROM THE NEUTRAL BUS SHALL BE PROVIDED IN ALL SWITCHBOARDS AND PANELBOARDS. GROUND BUS SHALL BE RETORQUED (CHECKED) PRIOR TO ENERGIZING EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS.
4. GROUND BUSES AND NEUTRAL BUSES IN DISTRIBUTION PANELS, SWITCHBOARDS, PANELBOARDS, AND THOSE PROVIDED IN ANY EQUIPMENT SHALL BE ISOLATED EXCEPT WHERE REQUIRED TO BE CONNECTED AS SPECIFIED ABOVE FOR THE SERVICE ENTRANCE AND IN TRANSFORMER TERMINAL COMPARTMENTS.
5. WHEN INDICATED ON THE DRAWINGS, EQUIPMENT GROUNDING CONDUCTORS SHALL BE EXTENDED FROM THE GROUND BUS IN THE DISTRIBUTION EQUIPMENT TO THE RECEPTACLE, FIXTURE OR DEVICE LUGS WHERE THEY ARE PROVIDED. WHERE LUGS ARE NOT PROVIDED, EQUIPMENT GROUNDING CONDUCTORS SHALL BE CONNECTED TO EQUIPMENT ENCLOSURES. THE CONNECTIONS SHALL BE ARRANGED SUCH THAT REMOVAL OF THE RECEPTACLE, EQUIPMENT GROUND CONDUCTORS, OR GROUND JUMPEES FROM GROUND BUSING SHALL NOT AFFECT THE GROUND SYSTEM.
6. RACEWAYS MAY NOT BE USED AS A GROUNDING CONDUCTOR FOR POWER AND LIGHTING CIRCUITS. CONDUIT SHALL HAVE SEPARATE CODE SIZED GREEN GROUND WIRE INSTALLED IN THE CONDUIT TO INSURE A CONTINUOUS GROUNDING PATH.
7. IN INACCESSIBLE LOCATIONS, MAKE CONNECTIONS BY EXOTHERMIC WELD PROCESS.
8. IN ACCESSIBLE LOCATIONS, CONNECTIONS SHALL BE MADE WITH BOLTED THROUGH, APPROVED SOLDERLESS BRONZE GROUNDING DEVICES.
9. BOND TOGETHER METAL SIDING NOT ATTACHED TO GROUNDED STRUCTURE BOND TO GROUND.

I. LIGHTING CONTROL

12. FURNISH AND INSTALL TIME SWITCHES, PHOTOCELLS, CONTACTORS AND FULL LIGHTING CONTROL SYSTEMS AS REQUIRED FOR LIGHTING CONTROLS INDICATED ON THE DRAWINGS.
13. TIME SWITCHES SHALL BE EQUAL TO PARAGON, GENERAL ELECTRIC, TORK, OR INTERMATIC AND SHALL HAVE SIZE AND NUMBER OF POLES AS REQUIRED.
14. PHOTOCELLS SHALL BE EQUAL TO TORK OR INTERMATIC WITH VOLTAGE AS INDICATED.

J. GUARANTEE

1. GUARANTEE MATERIAL FURNISHED AND WORKMANSHIP PERFORMED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE OF WORK. ANY DEFECTS DEVELOPING WITHIN THIS PERIOD, TRACEABLE TO MATERIAL FURNISHED AS A PART OF THIS SECTION OR WORKMANSHIP PERFORMED HEREUNDER, SHALL BE MADE GOOD AT NO EXPENSE TO THE OWNER.

K. SHOP DRAWINGS AND APPROVALS

1. THE ITEMS SPECIFIED HEREIN AND ON DRAWINGS ARE USED AS A STANDARD OF QUALITY. ANY MATERIALS OF EQUAL QUALITY AND AESTHETIC VALUE WILL BE GIVEN CONSIDERATION AS A SUBSTITUTE FOR THE MATERIALS SPECIFIED. NO APPROVAL WILL BE GIVEN TO A SPECIFIC CATALOG NUMBER, MODEL, OR TYPE OF EQUIPMENT, PRIOR TO BIDDING. AFTER BIDDING, THE DECISION OF THE ARCHITECT AND/OR ENGINEER DETERMINING EQUAL MATERIALS WILL BE FINAL.
2. THE CONTRACTOR SHALL SUBMIT SEVEN (7) IDENTICAL BOUND SETS OF SHOP DRAWINGS ON THE FOLLOWING ITEMS:
- a. LIGHTING FIXTURE CUTS AND PERFORMANCE DATA.
- b. OUTLINE DRAWINGS AND DATA SHEETS OF EACH PANELBOARD AND SWITCHBOARD.
- c. OUTLINE DRAWINGS OF ALL SWITCHGEAR.
3. SUBMIT ITEMS AT ONE TIME IN A NEAT AND ORDERLY MANNER WITHIN 15 DAYS OF AWARD OF CONTRACT. PARTIAL SUBMITTALS WILL NOT BE ACCEPTABLE.

L. RECORD AND AS-BUILT DRAWINGS

1. THE ELECTRICAL CONTRACTOR SHALL MAINTAIN A SET OF DRAWINGS AT THE JOB SITE FOR THE EXCLUSIVE PURPOSE OF MAINTAINING A RECORD OF WORK INSTALLED AND TO SHOW ANY DEVIATIONS FROM THE WORK INDICATED ON THE DRAWINGS.
2. AT THE COMPLETION OF THE PROJECT, ONE SET OF REPRODUCIBLE DRAWINGS, SHOWING AS-BUILT CONDITIONS, SHALL BE DELIVERED TO THE OWNER FOR ACCEPTANCE PRIOR TO FINAL PAYMENT.

HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LAH1710

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720



DATE SIGNED 11/20/2023

Date: 12-6-23
Design:
Job No: 2267

Description:
ELECTRICAL
SPECIFICATIONS

Sheet
E-002
of

100% CD SET

PANEL "MP"														
MOUNTING SURFACE			DOUBLE LUG			Volts: 120/240V			MAIN 100A MAIN CB					
NEMA 3R YES			200% NO			Phases: 1			BUS 100					
FEED THRU NO			I/G BUS NO			Wires: 3			A.I.C. 42,000					
N O T E S	C I R C					A	B	A	B				C I R C	N O T E S
		LOCATION	TRIP	POLES						POLES	TRIP	LOCATION		
1		SPARE	20A	1				180		1	20A	GFCI RECEPTACLE IN METER PEDESTAL	2	R
3		EXISTING IRRIGATION CONTROLLER	20A	1		100			50	1	20A	CANOPY LIGHTING	4	L
5		SPARE	20A	1						1	20A	SPARE	6	
7												SPACE ONLY	8	
9												SPACE ONLY	10	
11												SPACE ONLY	12	
TOTAL DEMAND LOAD:						ØA	ØB							
TOTAL DEMAND AMPS:						180	188							
						2	2		96% PERCENT BALANCE					
LOAD CLASSIFICATION			CONNECTED LOAD		DEMAND FACTOR		ESTIMATED DEMAND		PANEL LOADS					
CONTINUOUS LOAD = C			100		125%		125							
KITCHEN EQUIPMENT LOAD = K			0		100%		0		TOTAL CONN. LOAD (VA):		330			
LIGHTING LOAD = L			50		125%		63		TOTAL EST. DEMAND (VA):		368			
MOTOR LOAD = M			0		100%		0		TOTAL CONN. (AMPS):		1			
NON-CONTINUOUS LOAD = N			0		100%		0		TOTAL EST. DEMAND (AMPS):		2			
PANEL LOAD = P			0		100%		0							
RECEPTACLE LOAD = R			180		100%		180							
PANEL SCHEDULE NOTES:														
① PROVIDE LOCK-ON DEVICE.			④ PROVIDE GFCI TYPE DEVICE.			⑦ PROVIDE "HACR" TYPE CIRCUIT BREAKER.			⑨ EXISTING BREAKER					
② PROVIDE LOCK-OFF DEVICE.			⑤ PROVIDE A RED CIRCUIT BREAKER.			FOR HVAC EQUIPMENT.			⑩ CIRCUIT MADE AVAILABLE					
③ CIRCUIT BREAKER CONTROLLED BY			⑥ PROVIDE A NEW BREAKER			⑧ PROVIDE PHOTOCELL AND TIME CLOCK			THROUGH DEMOLITION					
ANSUL SYSTEM REFER TO HOOD			TO EXISTING TYPE AND A.I.C.			CLOCK WITH RELAYS FOR EXTERIO								
FIRE SYSTEM INTERLOCK DIAGRAM			RATING IN PANEL			LIGHTING CONTROL. REFER TO EXTERIOR								
						LIGHTING CONTROL DIAGRAM								

GENERAL NOTES

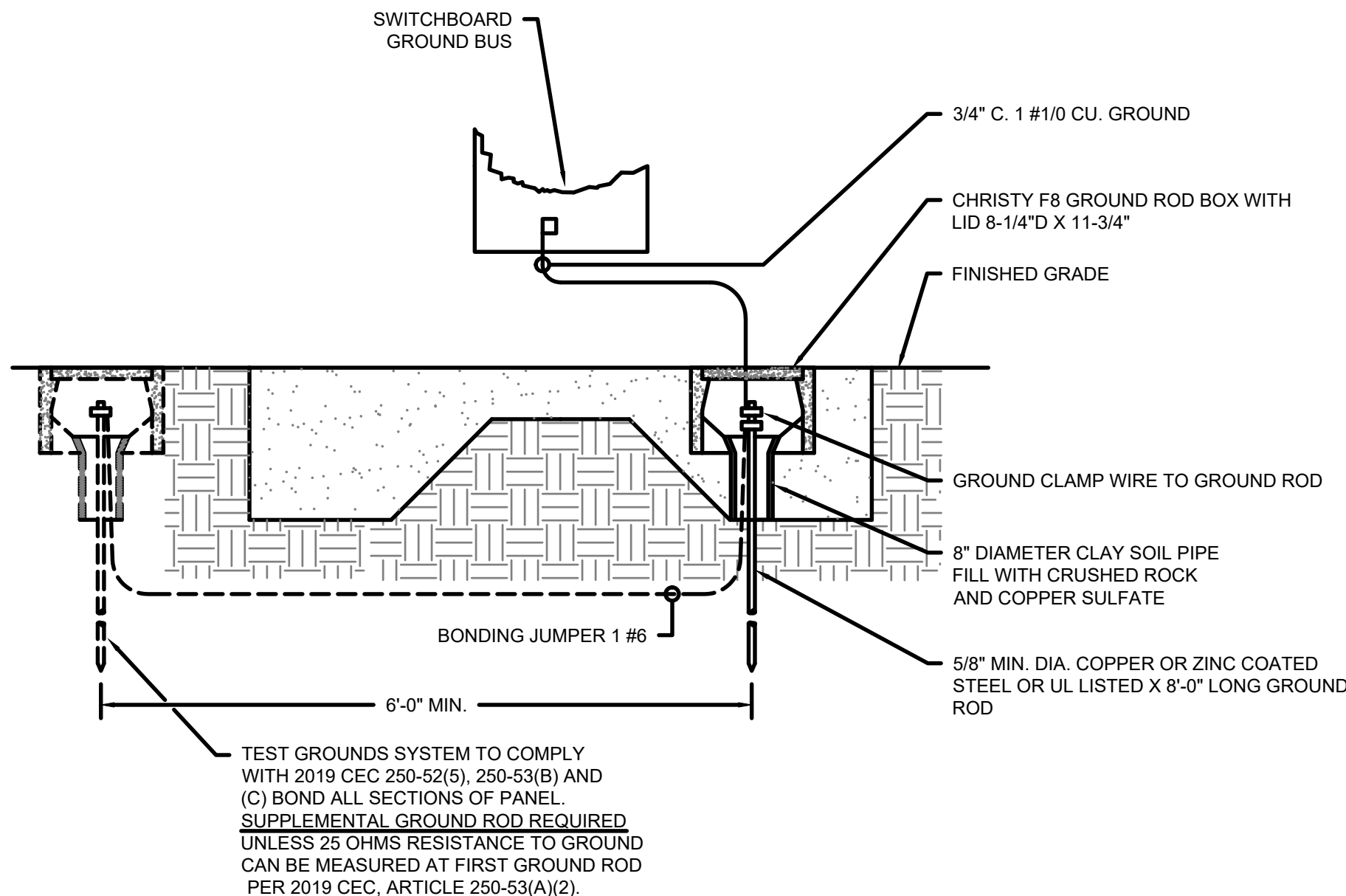
1. THE DESIGN PROFESSIONAL HAS PERFORMED ALL REQUIRED SHORT CIRCUIT CALCULATIONS AND THE AIC RATING INDICATED FOR EACH DEVICE IS ADEQUATE TO PROTECT THE EQUIPMENT AND THE ELECTRICAL SYSTEM.
2. THE DESIGN PROFESSIONAL HAS PERFORMED ALL REQUIRED VOLTAGE DROP CALCULATIONS AND ALL BRANCH CIRCUITS AND FEEDERS COMPLY WITH CEC 210-19(A) FPN NO. 4.
3. EACH SERVICE DISCONNECTING MEANS, AND THE EXTERIOR DOOR PROVIDING ACCESS TO THE DISCONNECTING MEANS, LOCATED IN AN APPROVED ELECTRICAL ROOM, SHALL BE PERMANENTLY MARKED WITH A 1 FOOT SQUARE YELLOW SIGN WITH 1" HIGH X 1/4" STROKE BLACK LETTERING OR NUMBERS AS REQUIRED BY CODE AND THE AUTHORITY HAVING JURISDICTION.

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#17110

METER PEDESTAL (TYPICAL FOR MPA AND MPB)

NTS

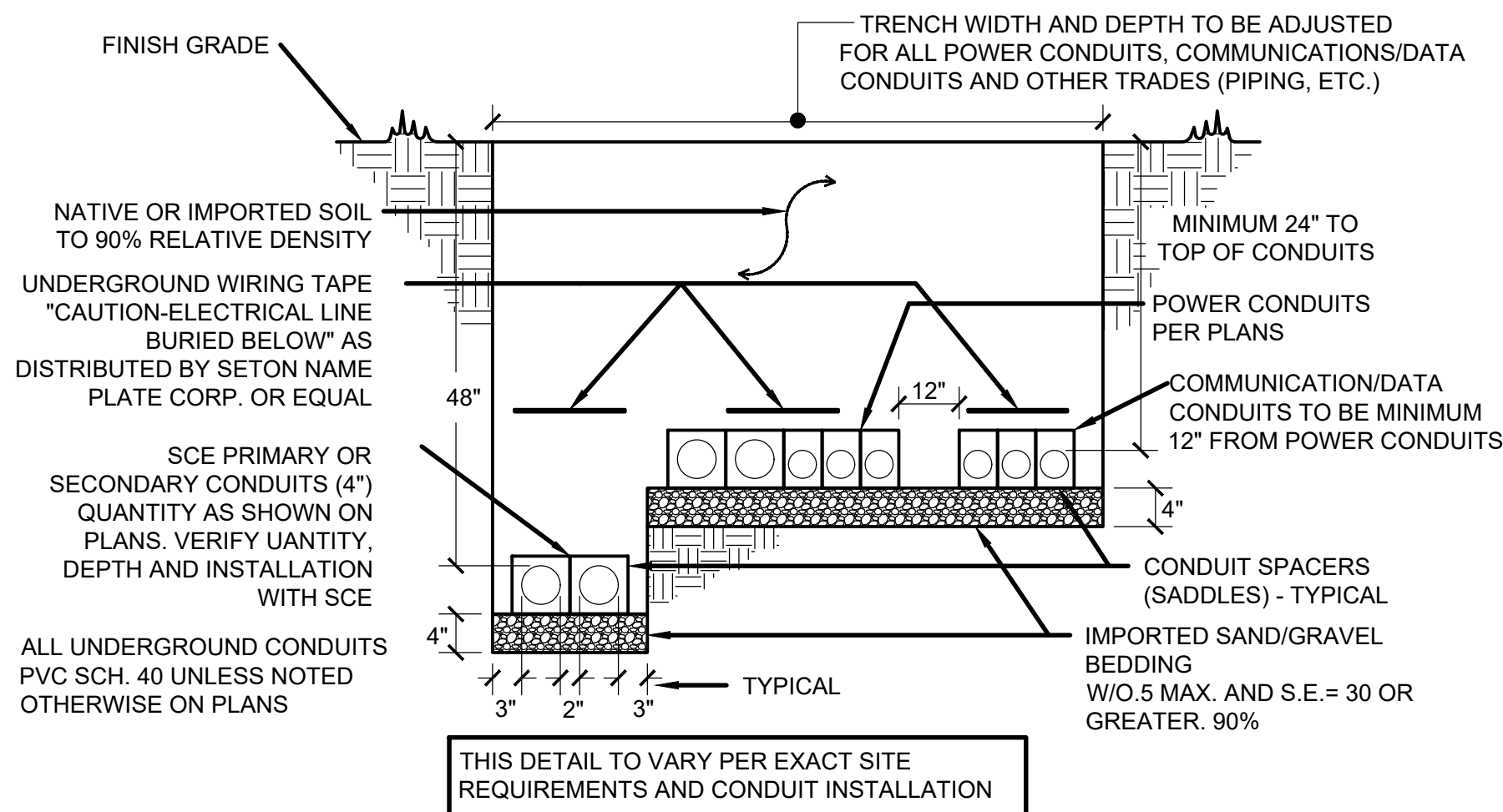
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DRIVEN GROUND

NTS

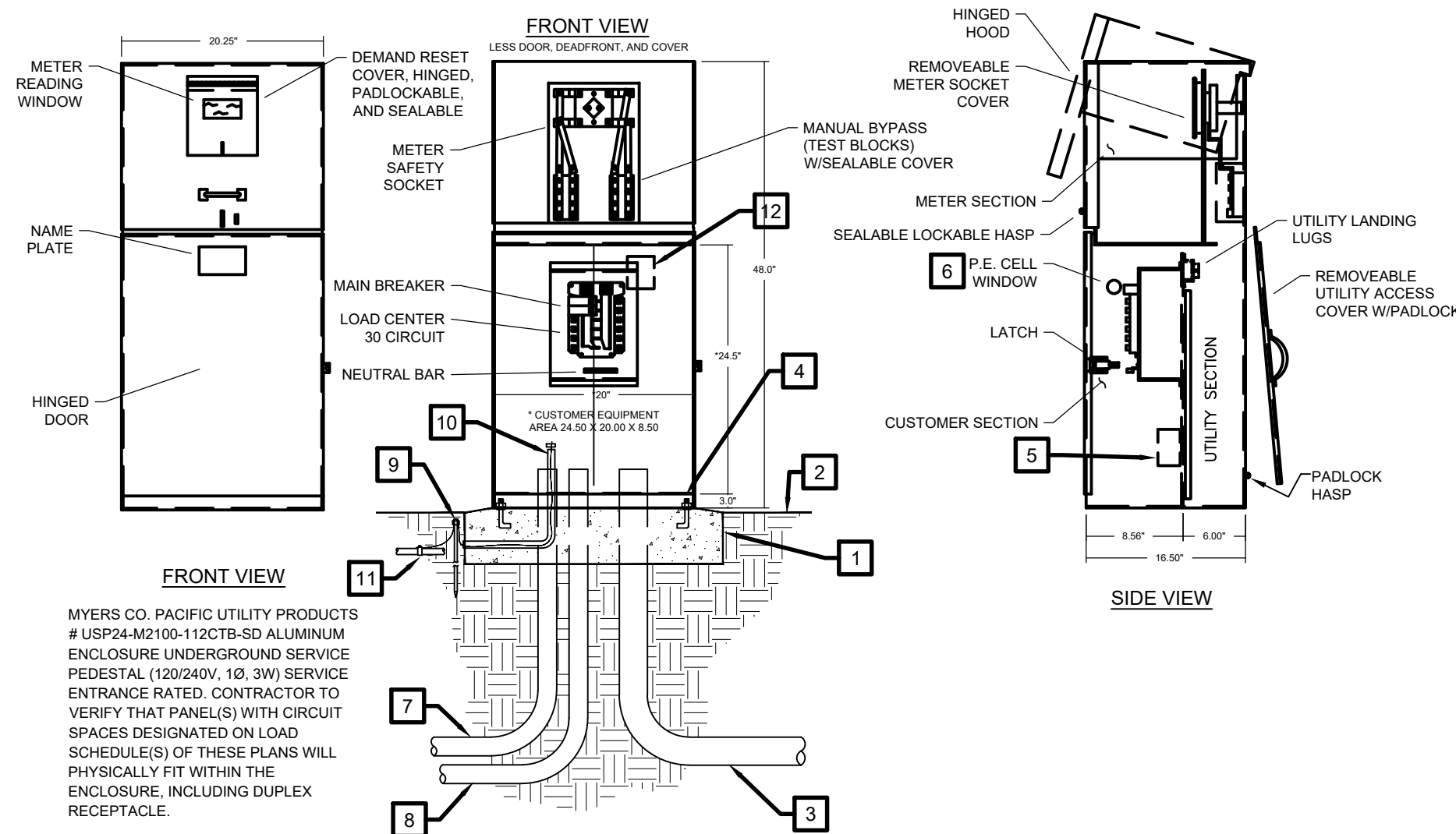
4



ELECTRICAL TRENCH DETAIL

NTS

3



NOTES

- 1 POUR CONCRETE BASE. SEE CONCRETE PAD DETAIL 9 ON SHEET E2.0.
- 2 FINISH GRADE.
- 3 UNDERGROUND SERVICE TO SCE POINT OF CONNECTION.
- 4 1/2" ANCHOR BOLTS. SEE CONCRETE PAD DETAIL 9 ON SHEET E2.0.
- 5 PROVIDE (1) 20A DUPLEX RECEPTACLE. (VERIFY LOCATION WITH MANUFACTURER).
- 6 PHOTOCELL WINDOW (VERIFY LOCATION WITH MANUFACTURER).
- 7 CUSTOMER CONDUITS SEE FEEDERS ON SITE PLAN.
- 8 (2) 2" PVC SCHED. 40 C. FOR BRANCH CIRCUITS.
- 9 10"x5/8" DIA. CU. GROUND ROD. SEE GROUND ROD DETAIL 3. ON THIS SHEET.
- 10 GROUNDING ELECTRODE CONDUCTOR.
- 11 TO NEAREST METALLIC WATER PIPE, IF AVAILABLE.
- 12 PROVIDE NEW ASTRONOMICAL TIME CLOCK. INTERMATIC ET1125C OR APPROVED EQUAL.

METER PEDESTAL (TYPICAL FOR MPA AND MPB)

NTS

1

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720

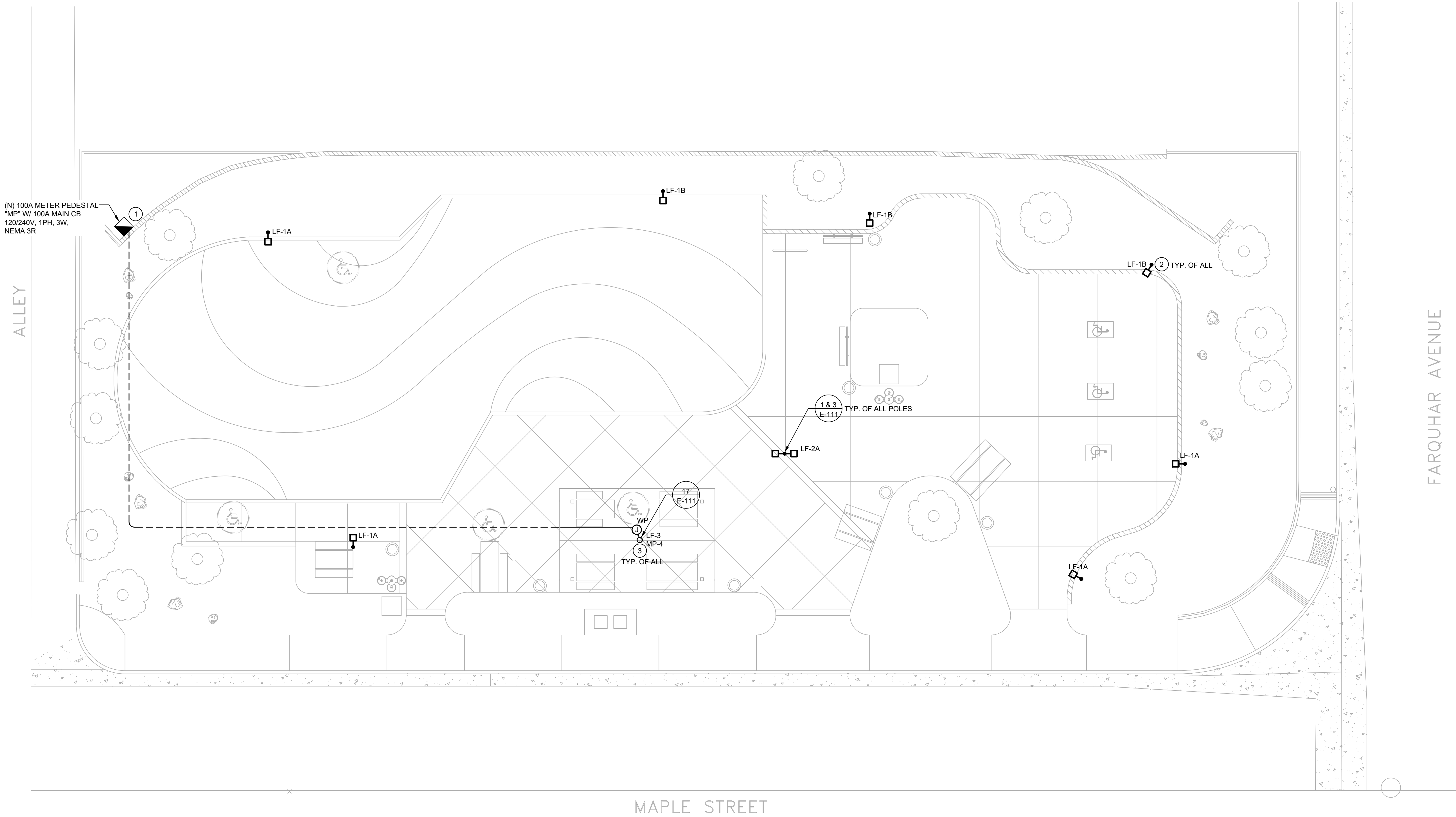


Date: 12-6-23
Design:
Job No: 2267

Description:
ELECTRICAL LOAD
SCHEDULE

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of

100% CD SET



LIGHTING FIXTURE SCHEDULE				
TYPE	MANUFACTURER CATALOG #	FIXTURE WATTAGE	VOLTS	DESCRIPTION
LF-1A	CLEARWORLD SOLUTIONS RW280 POLE + GAMA-FLB40-L-T4M-40K OR APPROVED EQUAL	40W	24V DC	SOLAR POWER SINGLE HEAD LIGHT
LF-1B	CLEARWORLD SOLUTIONS RW280 POLE + GAMA-FLB40-L-T4M-40K-BACK LIGHT SHIELD OR APPROVED EQUAL	40W	24V DC	SOLAR POWER SINGLE HEAD LIGHT WITH BACK LIGHT SHIELD
LF-2A	CLEARWORLD SOLUTIONS RW280 POLE + GAMA-FLA30-L-T3M-40K OR APPROVED EQUAL	30W EACH HEAD	24V DC	SOLAR POWER DOUBLE HEAD LIGHT
LF-3	PEMCO LIGHTING DMR44QF1X45U4KLPZ OR APPROVED EQUAL	45W	UNV	LED SURFACE MOUNTED DOWN LIGHT
LIGHTING FIXTURE NOTES:				
1 CONTRACTOR SHALL PROVIDE ALL LAMPS, ACCESSORIES AND MOUNTING HARDWARE AS REQUIRED.				
2 PROVIDE LIGHT FIXTURES BY MANUFACTURER SPECIFIED OR APPROVED EQUAL. SUBSTITUTED FIXTURES WILL REQUIRE PHOTOMETRIC CALCULATIONS AND MUST PERFORM EQUAL TO OR BETTER THAN LIGHT FIXTURE SPECIFIED. ENGINEER TO MAKE FINAL DETERMINATION.				

GENERAL NOTES

1. WORK INCLUDED: LABOR, MATERIAL, APPLIANCES, TOOLS, EQUIPMENT, FACILITIES, TRANSPORTATION AND SERVICES NECESSARY AND INCIDENTAL TO PERFORMING OPERATIONS IN CONNECTION WITH THE DEMOLITION, DISPOSAL, TRANSPORTATION AND RECONNECTION OF EXISTING REMAINING EQUIPMENT/DEVICES. COMPLETE AS INDICATED IN THE CONTRACT DOCUMENTS AS SPECIFIED HEREIN.
2. THE FOLLOWING IS INTENDED TO COVER THE COMPLETE DEMOLITION, DISPOSAL, TRANSPORTATION AND RECONNECTION OF EXISTING ELECTRICAL EQUIPMENT. THE OMISSION OF EXPRESSED REFERENCE TO ANY ITEM OF LABOR OR MATERIAL FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH PRESENT PRACTICE OF THE TRADE SHALL NOT RELIEVE THE CONTRACTOR FROM PROVIDING SUCH ADDITIONAL LABOR AND MATERIALS.
3. REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL DEMOLITION REQUIREMENTS WHICH AFFECT THE PROPER EXECUTION OF THIS WORK. DIAGRAMS AND SYMBOLS SHOWING ELECTRICAL CONNECTIONS ARE DIAGRAMMATIC ONLY. WIRING DIAGRAMS DO NOT NECESSARILY SHOW THE EXACT PHYSICAL ARRANGEMENT OF THE EQUIPMENT.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH FEATURES OF THE BUILDING AND SITE WHICH MAY AFFECT THE PROPER PERFORMANCE OF THIS WORK.
5. PORTIONS OF THESE PLANS HAVE BEEN DERIVED FROM INFORMATION TAKEN FROM ORIGINAL ELECTRICAL PLANS. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PROVIDE FOR THE REMOVAL AND DISPOSAL OF ELECTRICAL EQUIPMENT, LIGHTING FIXTURES, DEVICES, OUTLET BOXES, CONDUIT, WIRING AS DEFINED HEREIN AND AS INDICATED ELSEWHERE IN THE CONTRACT DOCUMENTS.
6. THE CONTRACTOR SHALL FIELD VERIFY EXISTING EQUIPMENT, DEVICES, AND/OR CIRCUITS THAT ARE REMAINING. CIRCUITS SHALL BE RECONNECTED TO NEW OR EXISTING POWER DISTRIBUTION EQUIPMENT AND FUNCTION IN THE MANNER THEY WERE ORIGINALLY DESIGNED. PROVIDE ADDITIONAL EQUIPMENT, DEVICES, OUTLET BOXES, CONDUIT, WIRING AS REQUIRED TO RESTORE CONTINUITY TO THESE CIRCUITS.
7. WHERE FIXTURES, EQUIPMENT, DEVICES ARE SPECIFIED BY THE CONTRACT DOCUMENTS FOR REMOVAL, THE CONTRACTOR SHALL REMOVE CIRCUIT CONDUCTORS/CABLING BACK TO THE NEAREST REMAINING JUNCTION BOX AND/OR POINT OF TERMINATION.
8. RELOCATION AND/OR REMOVAL OF EXISTING EQUIPMENT, DEVICES, OUTLET BOXES, CONDUIT, WIRING MAY AFFECT THE OPERATION OF EXISTING, REMAINING ELECTRICAL EQUIPMENT/DEVICES. THE CONTRACTOR SHALL PROVIDE ADDITIONAL MATERIALS AS REQUIRED TO MAINTAIN AND/OR RESTORE CONTINUITY OF SERVICE TO EXISTING, REMAINING ELECTRICAL/DEVICES.
9. PROVIDE NECESSARY DEMOLITION TO REMOVE EXISTING UNUSED RACEWAYS, CONDUCTORS, CABLING, OUTLET BOXES, RECEPTACLES, SWITCHES, EQUIPMENT.

KEY NOTES

- 1 CONTRACTOR TO REMOVE THE EXISTING METER PEDESTAL AND REPLACE WITH NEW. VERIFY THE EXISTING LOADS ON THE EXISTING PEDESTAL AND MOVE TO NEW METER PEDESTAL AS REQUIRED.
- 2 CONFIRM SOLAR LIGHT'S SEQUENCE OF OPERATION WITH THE CITY.
- 3 CONTRACTOR TO VERIFY EXACT LOCATION OF LIGHTING WITH OWNER PRIOR TO INSTALLATION.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#1710

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720

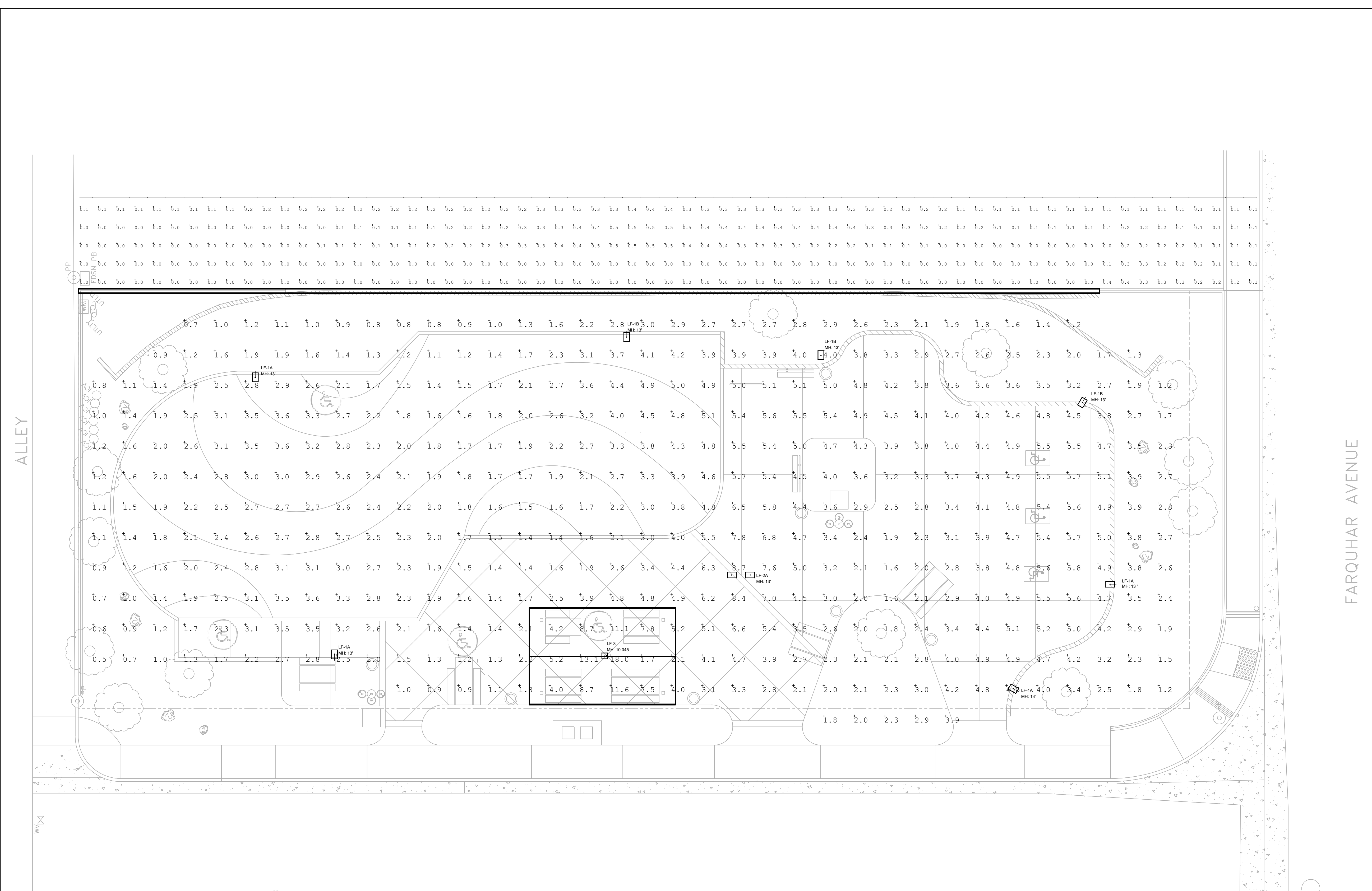


Date: 12-6-23
Design:
Job No: 2267

Description:
ELECTRICAL SITE
PLAN

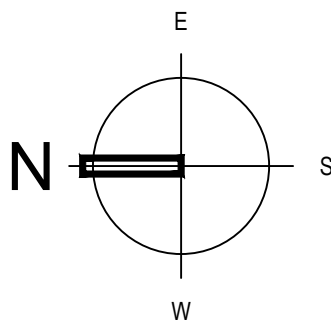
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Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Description
	4	LF-1A	SINGLE	Clearworld RW260 T4 4K Gama 40w
	3	LF-1B	SINGLE	Clearworld RW260 T4 4K Gama 40w W/ BACK SHIELD
	1	LF-2A	BACK-BACK	Clearworld RW 280 T3 4K 30w
	1	LF-3	SINGLE	Pemco DMR44QF1X45U4KLP

Calculation Summary					
Label	CalcType	Units	Avg	Max	Min
Area	Illuminance	Fc	3.13	18.0	0.5
Spill	Illuminance	Fc	0.12	0.5	0.0
Spill_2	Illuminance	Fc	0.17	0.9	0.0



GENERAL NOTES

- THIS LIGHTING PHOTOMETRIC STUDY PLAN IS BASED ON LIGHTING FIXTURE MANUFACTURER PROVIDED LIGHTING IES FILES AND LIGHTING SOFTWARE. TO CALCULATE SHOWN LIGHT LEVELS. THE LIGHTING DATA SUBMITTED DOES NOT INCLUDE INTERFERENCE TO LIGHT CAUSED BY LANDSCAPING, TREES OR OTHER MINOR OBSTACLES. IDS GROUP, INC. IS NOT RESPONSIBLE FOR LIGHT OUTPUT OBSTRUCTIONS OR THE ACCURACY OF THE LIGHTING MANUFACTURER'S DATA OR THE LIGHTING SOFTWARE PROGRAM UTILIZED FOR THIS STUDY.
- CALCULATED LIGHT LEVELS ARE BASED ON SPECIFIC SITE PLAN INFORMATION THAT HAS BEEN SUPPLIED TO IDS GROUP, INC. ANY DIFFERENCES IN LUMINAIRE INSTALLATION, LIGHTED AREA GEOMETRY AND OBSTRUCTIONS (TREES, BUILDINGS, WALLS OR OTHER VERTICAL OBJECTS) IN THE LIGHTED AREA WILL PRODUCE DIFFERENT RESULTS FROM THESE PREDICTED VALUES. NORMAL TOLERANCES OF VOLTAGE, LAMP OUTPUT, BALLAST AND LUMINAIRE MANUFACTURE WILL ALSO AFFECT RESULTS.

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LAF1710

Project: 2267

STERNS PARK
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720

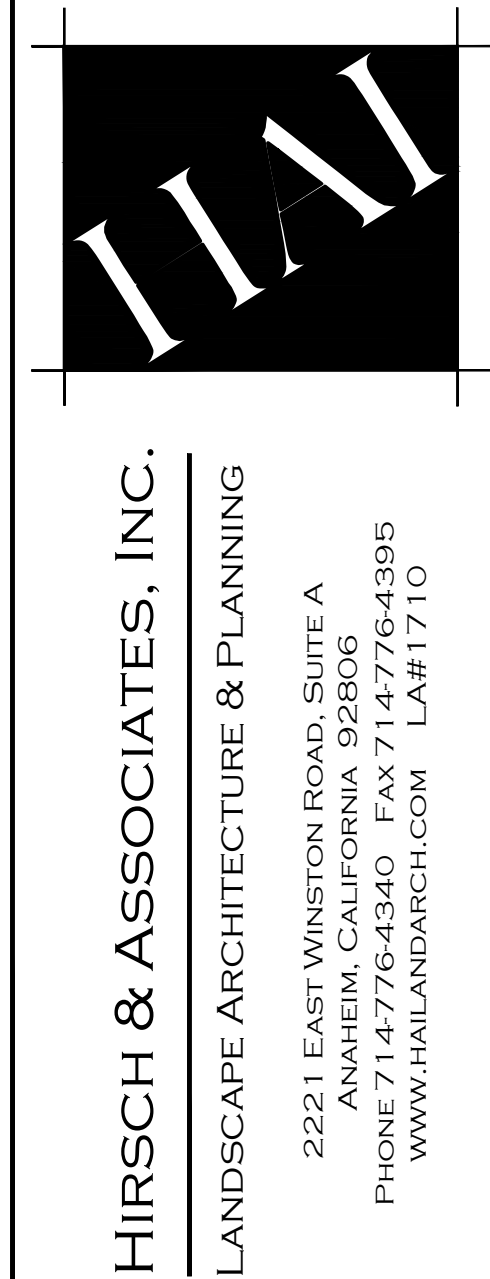
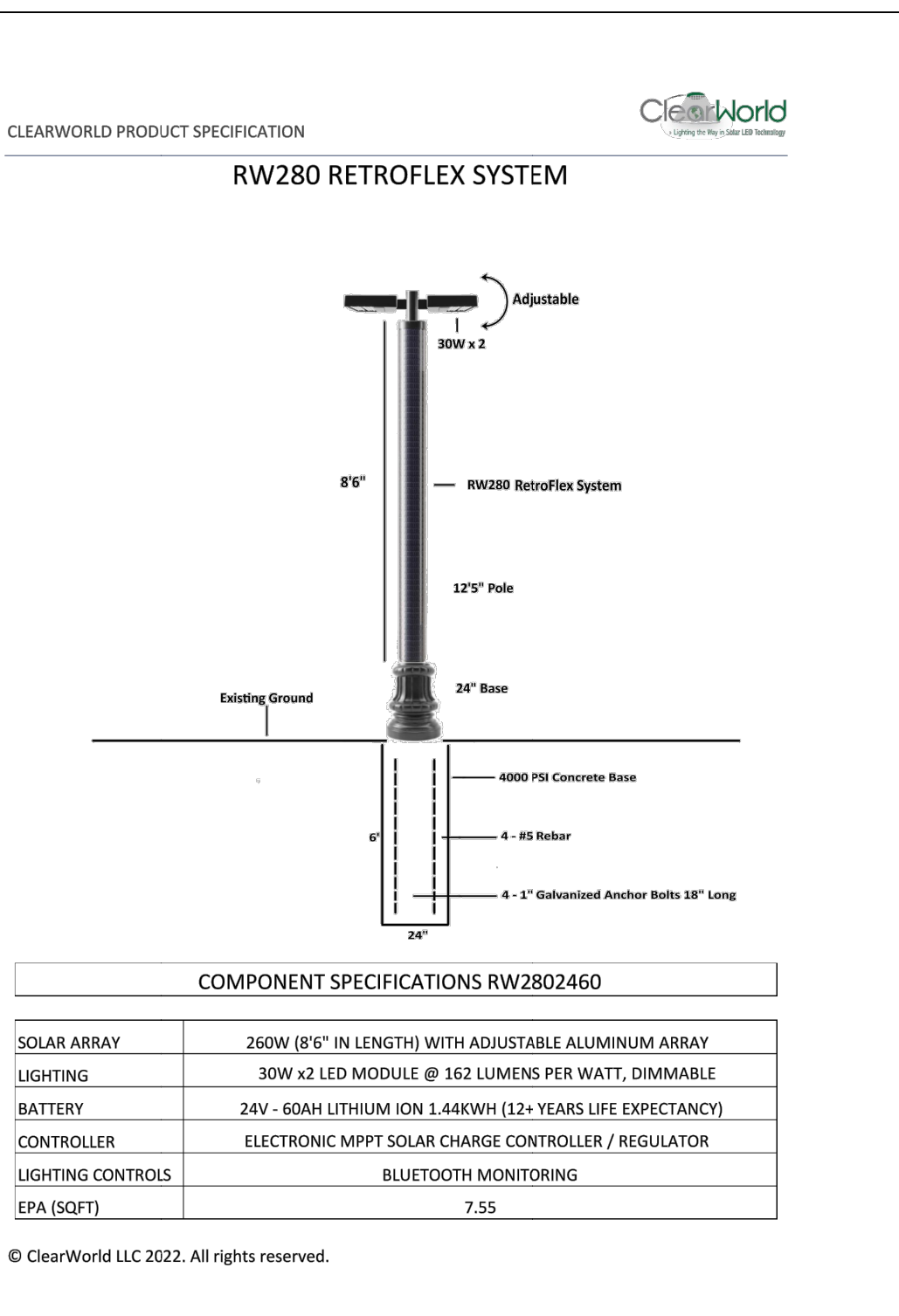


Date: 12-6-23
Design:
Job No: 2267

Description:
ELECTRICAL SITE
PLAN - PHOTOMETRY

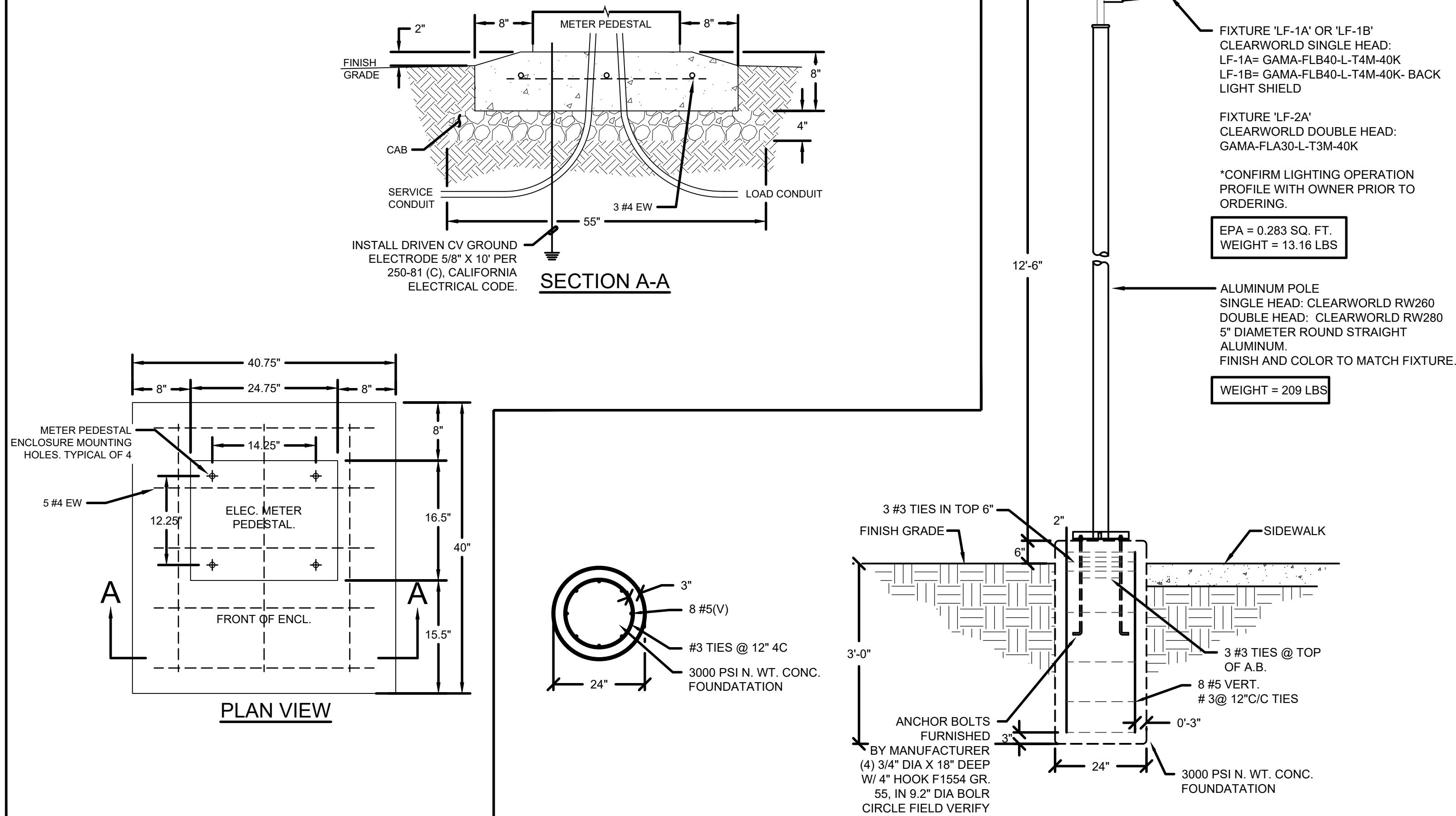
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3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720

Sheet
E-111



SOLAR POWER LIGHTS 'LF-1A', 'LF-1B' AND 'LF-2A'	NTS	1
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STRUCTURAL CALCULATIONS FOR

**STERNS PARK- POLE BASE DESIGNS
CITY OF LOS ALAMITOS
3871 FARQUHAR AVENUE
LOS ALAMITOS, CA 90720**



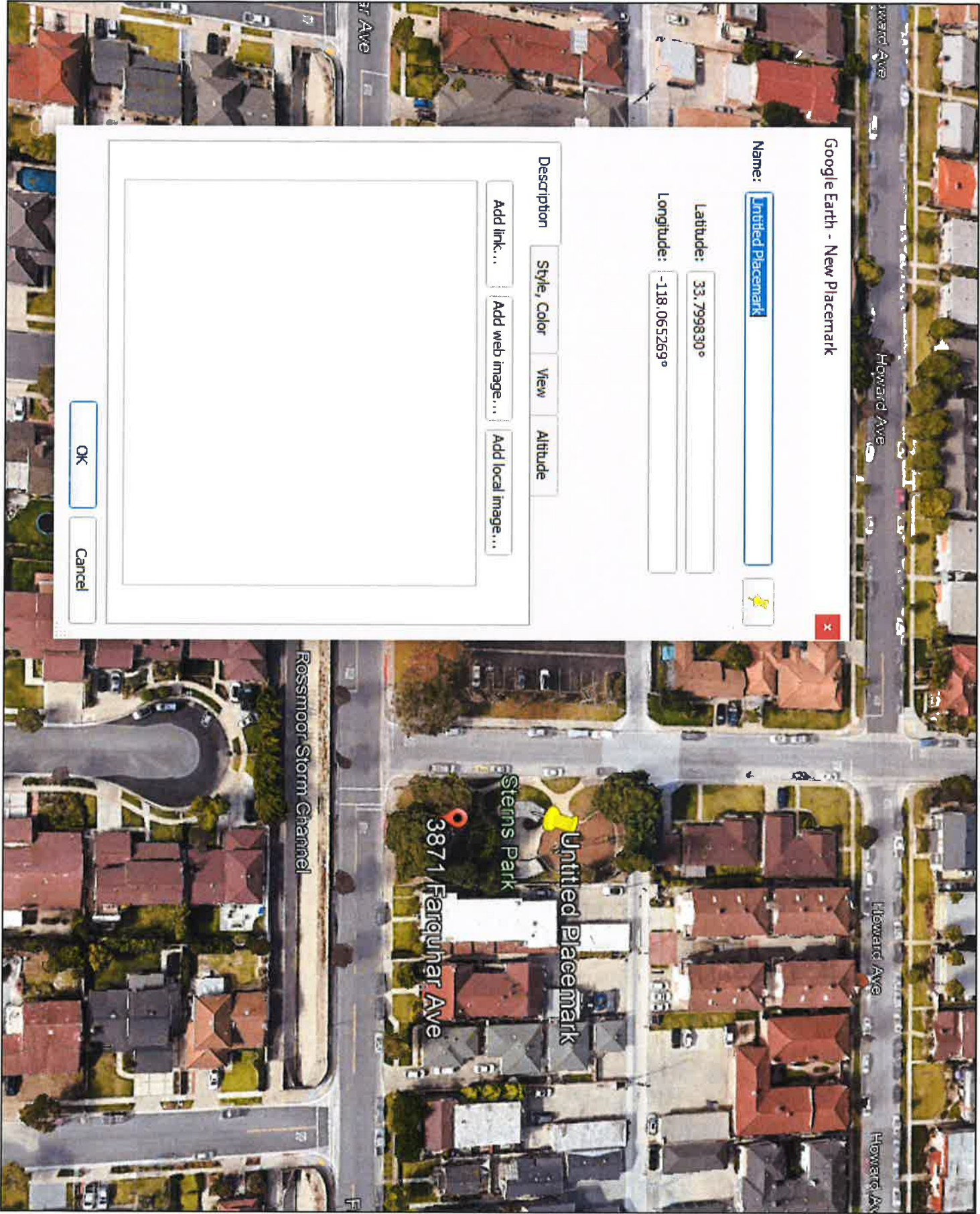
**SIGNED 11/22/2023
BY**



**1 PETERS CANYON, SUITE 130
IRVINE, CA 92606**

NOVEMBER 2023

THESE STRUCTURAL CALCULATIONS ARE A WORK IN PROGRESS PROVIDED HERewith FOR THE SOLE PURPOSE OF GOVERNING AGENCY/BUILDING OFFICIAL PLAN CHECK. THESE CALCULATIONS ARE USED AS ONE MEANS FOR OBTAINING THE SIZES OF STRUCTURAL MEMBERS AND COMPONENTS OF CONNECTIONS SHOWN ON THE DRAWINGS, THOUGH THERE IS NO WARRANTY THAT THE CALCULATIONS RELATE DIRECTLY TO OR INCLUDE ALL MEMBERS AND CONNECTIONS ON THE DRAWINGS. THE DRAWINGS THAT ACCOMPANY THESE CALCULATIONS ARE CONSIDERED LIVING DOCUMENTS THAT MAY REQUIRE MODIFICATIONS AND/OR ADDITIONS AS A RESULT OF PLAN CHECK AND CONSTRUCTION. AS A RESULT OF POSSIBLE FUTURE MODIFICATIONS AND/OR ADDITIONS, THE DRAWINGS AND ACCOMPANYING CALCULATIONS SUBMITTED TO PLAN CHECK SHALL BE CONSIDERED OBSOLETE UPON PLAN CHECK COMPLETION AND INAPPLICABLE TO THE FINAL CONSTRUCTED STRUCTURE. THE USE OF THESE DOCUMENTS OUTSIDE OF THE SCOPE OF THIS PLAN CHECK OR DISTRIBUTING COPIES (PHYSICAL OR ELECTRONIC) TO INDIVIDUALS WHO ARE NOT ENGAGED BY THE GOVERNING PLAN CHECK AUTHORITY/BUILDING OFFICIAL FOR THE SPECIFIC PURPOSE OF PLAN CHECKING THIS PROJECT, IS CONSIDERED A COPYRIGHT INFRINGEMENT AND UNACCEPTABLE WITHOUT OBTAINING PRIOR WRITTEN APPROVAL FROM IDS GROUP, INC., 1 PETERS CANYON ROAD, SUITE 130, IRVINE, CA 92606.



ASCE 7 Hazards Report

Address:

No Address at This Location

Standard:

ASCE/SEI 7-16

Risk Category: II

Soil Class:

D - Default (see Section 11.4.3)

Latitude:

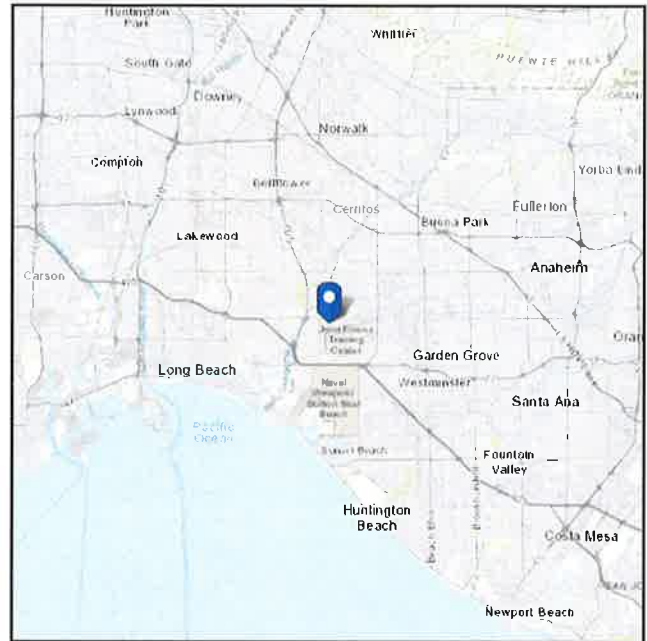
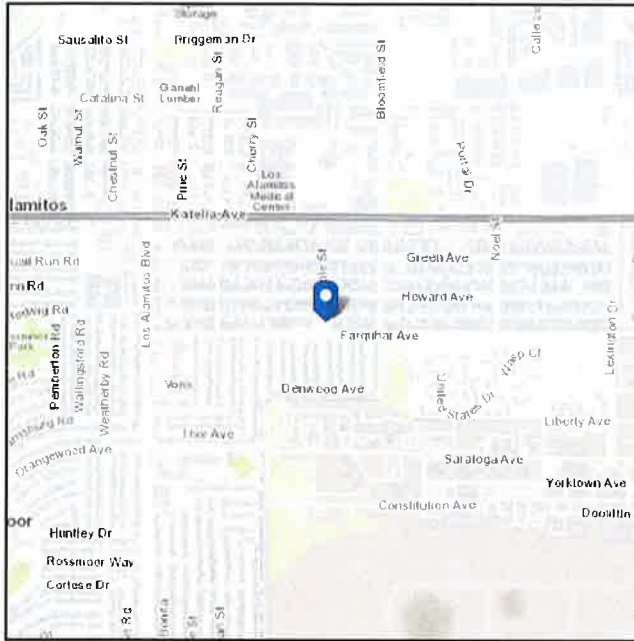
33.79983

Longitude:

-118.065269

Elevation:

23.905804603568402 ft (NAVD 88)



Wind

Results:

Wind Speed	95 Vmph
10-year MRI	66 Vmph
25-year MRI	72 Vmph
50-year MRI	76 Vmph
100-year MRI	81 Vmph

Data Source:

ASCE/SEI 7-16, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2

Date Accessed:

Wed Nov 22 2023

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-16 Section 26.2.

Seismic

Site Soil Class: D - Default (see Section 11.4.3)

Results:

S_s :	1.481	S_{D1} :	N/A
S_1 :	0.528	T_L :	8
F_a :	1.2	PGA :	0.637
F_v :	N/A	PGA _M :	0.765
S_{MS} :	1.777	F_{PGA} :	1.2
S_{M1} :	N/A	I_e :	1
S_{DS} :	1.185	C_v :	1.396

Ground motion hazard analysis may be required. See ASCE/SEI 7-16 Section 11.4.8.

Data Accessed: Wed Nov 22 2023

Date Source: [USGS Seismic Design Maps](#)

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

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PROJECT: Sterns Park	BY: VM	JOB NO.: 22E017.00
SUBJECT: Park	CHKD BY:	DATE: 11/22/2023

Light Pole Footing Design - Wind Load Analysis, ASCE 7-16

Occupancy Category - II

Basic wind speed $V := 95$ mph

Exposure category = C

Max Ht to Light Height to
Light Fixture (30 ft pole) $H := 13$ ft.

$G := 0.85$

$k_d := 1$ ASCE 7-16, Table 26.6-1

$k_{zt} := 1.0$ ASCE 7-16, Table 26.8-1

$k_z := .90$ ASCE 7-16, Table 26.10-1

$k_e := 1.0$ ASCE 7-16, Section 26.9

Velocity pressure

$$q_z := 0.00256 \cdot k_z \cdot k_{zt} \cdot k_d \cdot k_e V^2 \quad \text{Eq. 26.10-1}$$

$$q_z = 20.794 \quad \text{psf.}$$

PROJECT: Sterns Park	BY: VM	JOB NO.:22E017.00
SUBJECT: Park	CHKD BY:	DATE: 11/22/2023

Design Wind Force

CASE A & B

$C_{f_pole} := 1.2$ ASCE 7-16, Figure 29.4-1 , Varies from 0.7 to 1.2 max

$C_{f_fixture} := 1.0$ Included in light fixture EPA

$A_{f_VUE3} := 2.08$ VUE-3 light fixture EPA, ft²

$A_{f_BH} := 1.04$ BH cross arm EPA, ft²

$D := 5$ Pole diameter, in

$F_{light} := q_z \cdot G \cdot C_{f_fixture} \cdot A_{f_VUE3} = 36.763$ lbs.

$F_{bh} := q_z \cdot G \cdot C_{f_fixture} \cdot A_{f_BH} = 18.382$ lbs.

$F_{pole} := q_z \cdot G \cdot C_{f_pole} \cdot \frac{D}{12} = 8.837$ plf.

PROJECT: Sterns Park	BY: VM	JOB NO.: 22E017.00
SUBJECT: Park	CHKD BY:	DATE: 11/22/2023

CASE C

$C_{f_pole} := 1.2$ ASCE 7-16, Figure 29.4-1 , Varies from 0.7 to 1.2 max

$C_{f_fixture} := 1.0$ Included in light fixture EPA

$A_{f_VUE3} := 2.08$ VUE-3 light fixture EPA, ft²

$A_{f_BH} := 1.04$ BH cross arm EPA, ft²

$D := 5$ Pole diameter, in

$F_{light} := q_z \cdot G \cdot C_{f_fixture} \cdot A_{f_VUE3} = 36.763$ lbs.

$F_{bh} := q_z \cdot G \cdot C_{f_fixture} \cdot A_{f_BH} \cdot 1 = 18.382$ lbs.

$F_{pole} := q_z \cdot G \cdot C_{f_pole} \cdot \frac{D}{12} = 8.837$ plf.

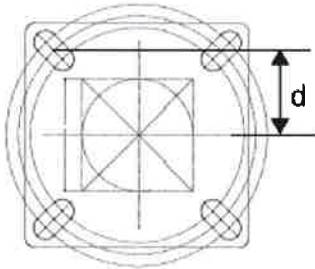
PROJECT: Sterns Park	BY: VM	JOB NO.: 22E017.00
SUBJECT: Park	CHKD BY:	DATE: 11/22/2023

Check light pole anchor bolts

Bolt Circle Diameter - 9.2

Distance from pole centerline to outer bolts = 3.35 inches

$d := 9.2$ in.



$$F_{\text{fixture}} := \frac{(F_{\text{light}} + F_{\text{bh}})}{1000} = 0.055 \text{ kip. CASE C}$$

$$M_{\text{max}} := \left(F_{\text{fixture}} \cdot H + \frac{F_{\text{pole}} \cdot H^2}{2} \right) \cdot \frac{1}{1000} = 0.747 \text{ kip-ft. CASE C}$$

$$T_u := \frac{M_{\text{max}}}{d} = 0.081 \text{ kip.}$$

$$V_u := \frac{F_{\text{fixture}} + F_{\text{pole}} \cdot H}{1000} = 0.115 \text{ kip.}$$

PROJECT: Sterns Park	BY: VM	JOB NO.:22E017.00
SUBJECT: Park	CHKD BY:	DATE: 11/22/2023

Design of .75 dia. F1554, Grade 55 Anchor Rod

Per the ductile Steel Element definition in D.1, ASTM F-1554 (Grade 55) qualifies as a ductile steel element.

$$f_{ya} := 55000 \quad \text{psi} \quad f_{uta} := 75000 \quad \text{psi}$$

$$f_{uta} := \begin{cases} f_{uta} & \text{if } f_{uta} \leq \min(1.9 \cdot f_{ya}, 125000) \\ \text{"Revise futa Value"} & \text{otherwise} \end{cases} \quad f_{uta} = 75000 \quad \text{psi}$$

$$d_o := .75 \quad \text{in.} \quad (\text{Diameter of Anchor Bolt})$$

Check for Tension

$$n := 2 \quad A_{se} := 0.302 \quad \text{in}^2 \quad \phi := 0.75$$

$$\phi N_{sa} := \phi \cdot n \cdot A_{se} \cdot f_{uta} \cdot \left(\frac{1}{1000} \right)$$

$$\phi N_{sa} = 34 \quad \text{kips}$$

PROJECT: Sterns Park	BY: VM	JOB NO.:22E017.00
SUBJECT: Park	CHKD BY:	DATE: 11/22/2023

Check for Shear

$$n_w := 4 \quad \phi := 0.65$$

$$\phi V_{sa} := \phi \cdot n \cdot 0.6 \cdot A_{se} \cdot f_{uta} \cdot \left(\frac{1}{1000} \right)$$

$$\phi V_{sa} = 35 \quad \text{kips}$$

$$DCR := \frac{T_u}{\phi N_{sa}} + \frac{V_u}{\phi V_{sa}} \quad DCR = 5.644 \times 10^{-3} \quad \text{OK}$$

Use a minimum of (4) .75" dia. F1554, Grade 55 anchor rods w/ x 1'-6" embed for typical light pole anchorage

Pole Footing Embedded in Soil

Project File: ENERCALC_20

LIC#: KW-06018039, Build:20.23.08.30

INTEGRATED DESIGN SERVICES, INC

(c) ENERCALC INC 1983-2023

DESCRIPTION: POLE BASE FOR STERN PARK

Code References

Calculations per IBC 2018 1807.3, CBC 2019, ASCE 7-16

Load Combinations Used : ASCE 7-16

General Information

Pole Footing Shape Circular
 Pole Footing Diameter 24.0 in
 Calculate Min. Depth for Allowable Pressures
 No Lateral Restraint at Ground Surface
 Allow Passive 200.0 pcf
 Max Passive 1,500.0 psf

Controlling Values

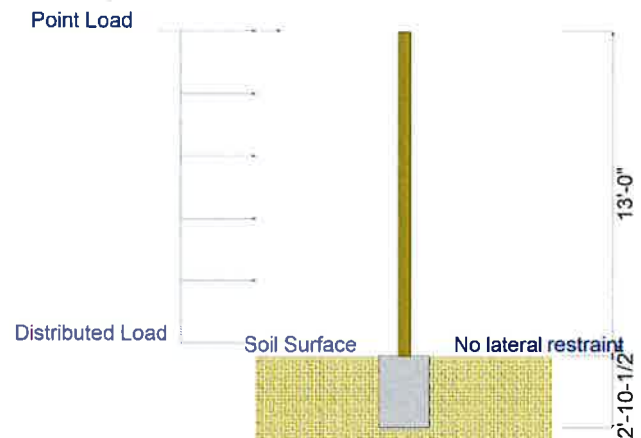
Governing Load Combination 0.60W
 Lateral Load 0.1051 k
 Moment 0.8978 k-ft

NO Ground Surface Restraint

Pressures at 1/3 Depth
 Actual 187.613 psf
 Allowable 187.988 psf

Minimum Required Depth 2.875 ft

Footing Base Area 3.142 ft²
 Maximum Soil Pressure 0.0 ksf

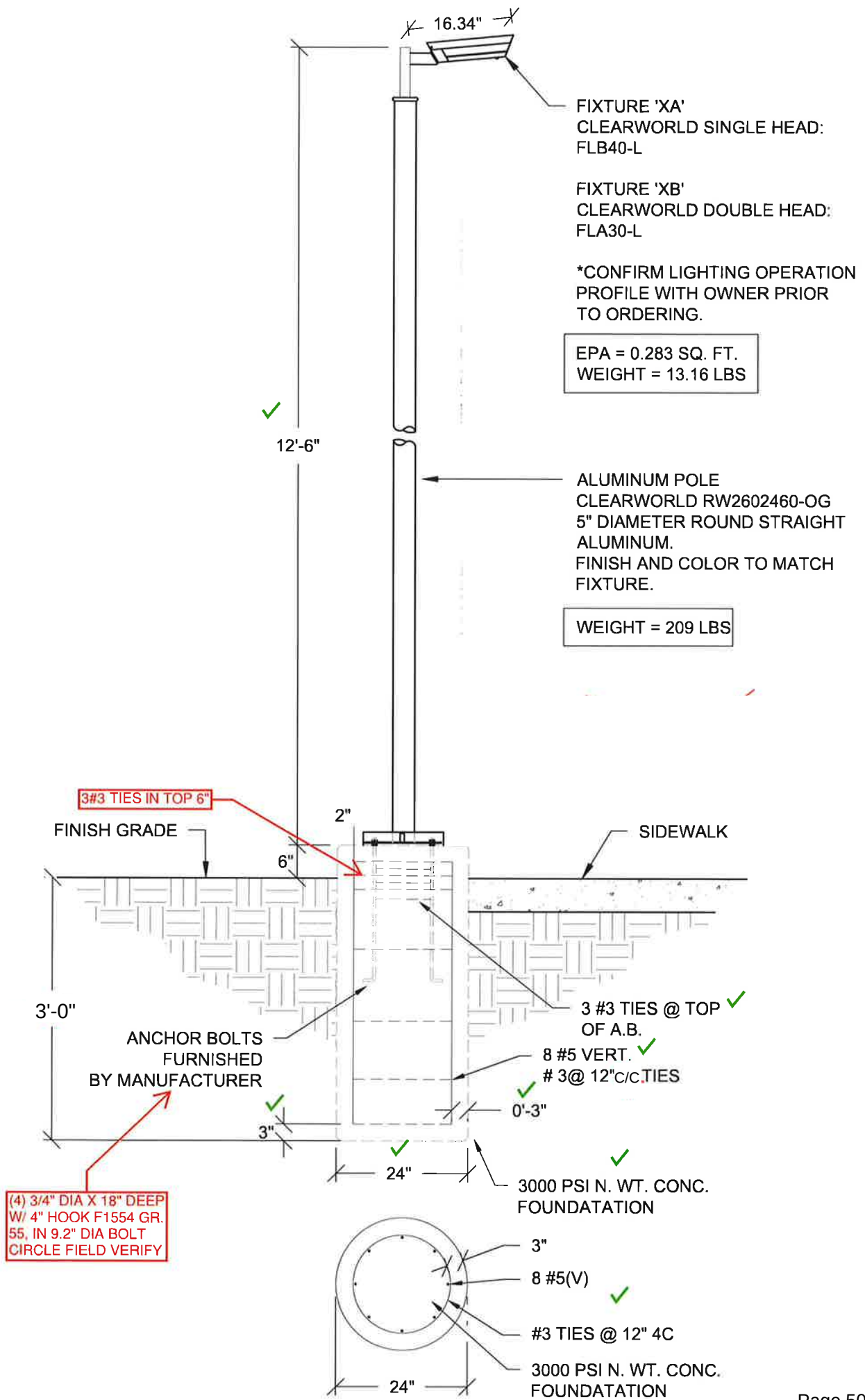


Applied Loads

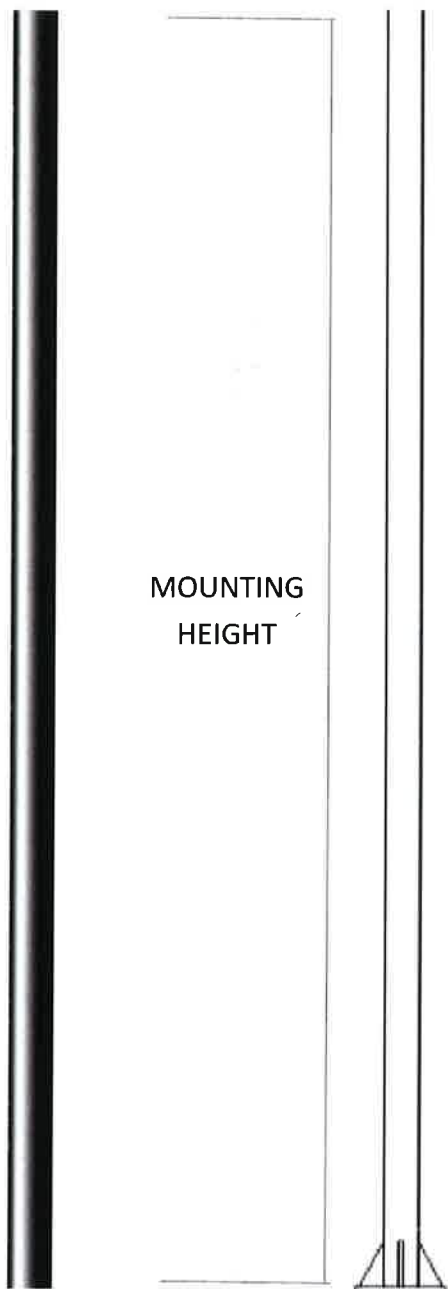
Lateral Concentrated Load (k)		Lateral Distributed Loads (k)		Vertical Load (k)
D : Dead Load	k		k/ft	k
Lr : Roof Live	k		k/ft	k
L : Live	k		k/ft	k
S : Snow	k		k/ft	k
W : Wind	0.05020 k	0.010	k/ft	k
E : Earthquake	k		k/ft	k
H : Lateral Earth	k		k/ft	k
Load distance above ground surface	13.0 ft	TOP of Load above ground surface	13.0 ft	
		BOTTOM of Load above ground surface	0.50 ft	

Load Combination Results

Load Combination	Forces @ Ground Surface		Required Depth - (ft)	Pressure at 1/3 Depth		Soil Increase Factor
	Loads - (k)	Moments - (ft-k)		Actual - (psf)	Allow - (psf)	
	0.000	0.000	0.13	0.0	0.0	1.000
+0.60W	0.105	0.898	2.88	187.6	188.0	1.000
+0.450W	0.079	0.673	2.63	168.2	170.0	1.000



ALUMINUM POLE WITH ANCHOR BASE SPEC SHEET



Specifications:

- 10' to 26' Mounting Height
- 5" Diameter

Mounting:

- Single or Multiple Luminaire Mounting
- Luminaires can be mounted on Tenons for Residential Systems or Cap Arms for Roadway Systems

Pole:

- 6061 Aluminum Alloy with T6 Temper
- 0.188" Wall Thickness

Anchor Base:

- Sand Cast Aluminum 13-1/4" Diameter Base with Four Triangle Supports
- 9.2" Diameter Bolt Circle

Anchor Bolts:

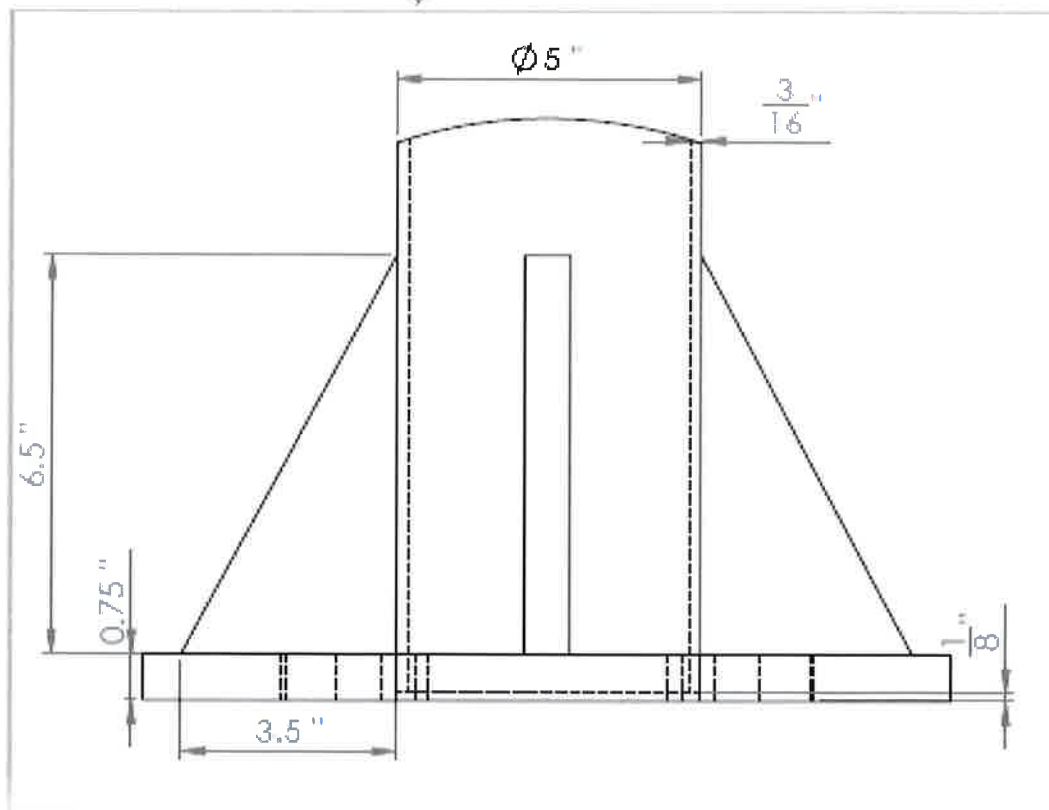
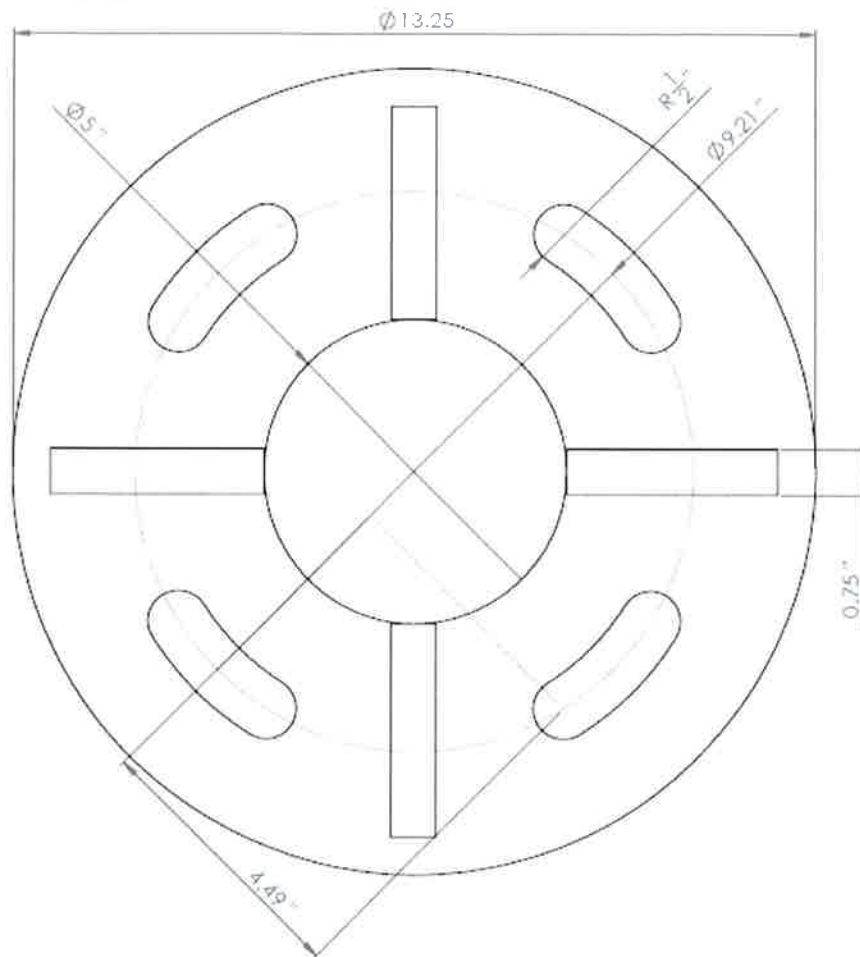
- Anchor bolts include Four 3/4" x 18" Steel Hot Dip Galvanized Anchor Bolts with 12 Nuts and 8 Washers

Handhole (Optional):

- 4.5" x 8" Hand Hole at 18" from Base

Finish:

- Standard Black Powder Coat
- Other Colors available upon Special Request



24 IN VINTAGE BASE



Specifications:

- 24" Height
- Fits 5" OD Poles (Custom OD upon Request)
- Clamshell (2 Pieces)

Part Number:

- CW-V-5-24

Material:

- Copper Free Aluminum Alloy
- 0.25" Wall Thickness

Finish:

- Standard Textured Black Powder Coat
- Other Colors available upon Request

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

ITEM NUMBER: 10G

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

**Subject: Approval Lease Rate Agreement with Enterprise Fleet Management Inc.
via the Sourcewell Competitive Purchasing Program**

SUMMARY

This item seeks approval of one (1) vehicle lease agreement with Enterprise Fleet Management Inc. (EFM), via the Sourcewell Competitive Purchasing Program (Contract #030122-EFM).

RECOMMENDATION

1. Authorize the City Manager to lease one (1) vehicle pursuant to the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) via the Sourcewell Competitive Purchasing Program for a Total Capitalized Vehicle Cost of \$30,572.90; and,
2. Authorize the City Manager to enter into future lease agreements with Enterprise Fleet Management (EFM) pursuant to the purchasing ordinance and when funding exists within the City Council adopted budget.

BACKGROUND

The City's fleet is currently made up of vehicles assigned to the Administration Department, Development Services Department, Police Department, and the Recreation & Community Services Department. Currently, there are 40 vehicles in the City's fleet, including vehicles ranging from small SUVs, light-duty trucks, heavy-duty trucks, and pursuit-rated vehicles.

At the November 18, 2019, City Council meeting, the Council authorized staff to utilize leasing of vehicles for the City's fleet by entering into the Master Equity Lease Agreement with Enterprise Fleet Management, Inc. (EFM) via the Sourcewell Competitive Purchasing Program (Contract #030122-EFM). As opposed to purchasing a vehicle and allowing its full depreciation, a leasing program facilitates the cycle of vehicles approximately every three to five years. If the market yields a return greater than the book value, the City can decide to sell it and capture the equity for use in the acquisition of future fleet assets. The City also has the option to keep the vehicle and purchase it in full, should it desire to retain the vehicle.

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. 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 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, that 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 may proceed to purchase the materials, supplies, equipment, or services at a price equivalent to that offered to the acquiring agency.

EFM is a privately held, full-service management firm, which can provide services to public and private businesses nationally. In 2022, EFM was selected through a competitive bid process to provide fleet management services (leasing, purchasing, maintenance, financing, etc.) by Sourcewell. As a member of Sourcewell, the City has the ability to utilize Sourcewell-awarded contracts. The City's Sourcewell Membership identification is ID#030122-EFM.

DISCUSSION

The City's commitment to provide the community with the highest level of service has also triggered a demand for more resources in efforts to meet and exceed these expectations. Furthermore, access to reliable vehicles will increase staff efficiency and productivity. Staff is seeking approval to acquire one(1) additional vehicle for use by the Police Department for their Volunteer in Policing (VIP) program.

The City currently leases 11 vehicles from EFM. Staff seeks approval of the following one (1) vehicle lease:

Vehicle Description	Vehicle Use
2023 Ford Maverick Police Department - VIP Program	

At the end of the individual lease term, the City will have the option to either purchase or sell the vehicle and apply the proceeds (i.e., resale value minus balance of vehicle) as a down payment on a replacement vehicle. Through EFM, there are no mileage restrictions, no abnormal wear and tear charges, and no early termination penalties. Additionally, the City can add and maintain ownership of any aftermarket equipment for vehicles (i.e., radios, safety lights, and logos).

Approval of Future Leases via EFM

As previously established, previous vehicle leases secured from EFM were brought forth before the Council for approval. During that time, industry conditions were not relentlessly impacted by outside factors such as the availability of vehicles driven by a scarcity in supply and demand. Since the COVID-19 pandemic and its aftermath, the vehicle industry has faced new and habitual challenges that have resulted in a continuous strain to meet the demands of government agencies. Combined with these challenges, the need to have the ability to act swiftly on the opportunity of a lease that will be instrumental in augmenting services to the

community. As a result, this item is also seeking approval to authorize the City Manager to approve future vehicle leases with EFM pursuant to the purchasing ordinance and when unencumbered funds exist within the City Council adopted budget.

FISCAL IMPACT

The adopted Fiscal Year 2023-2024 budget includes funding for the lease of the one (1) proposed vehicle via Fund 50, Account No. 50-546-7191.

- Attachment:
1. Vehicle Lease Quote_2023 Ford Maverick
 2. Master Equity Lease Agreement_EFM (2019)
 3. Enterprise Fleet Management (2019)
 4. Sourcewell - RFP for Fleet Management
 5. Proposal Opening Record-Fleet Mgmt 030122
 6. Sourcewell/Enterprise Fleet Contract

Prepared For: City of Los Alamitos California				Date 11/27/2023	
Muller, Michelle				AE/AM ZRJ/am	
Unit #					
Year	2023	Make	Ford	Model	Maverick
Series	XLT Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB				
Vehicle Order Type	In-Stock	Term	60	State	CA Customer# 444960
\$ 30,307.90		Capitalized Price of Vehicle ¹			
\$ 0.00	*	Sales Tax <u>0.0000%</u> State <u>CA</u>			
\$ 401.59	*	Initial License Fee			
\$ 0.00		Registration Fee			
\$ 265.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Tax on Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Tax on Gain On Prior			
\$ 0.00	*	Security Deposit			
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)			
\$ 30,572.90		Total Capitalized Amount (Delivered Price)			
\$ 412.73		Depreciation Reserve @ <u>1.3500%</u>			
\$ 191.90		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 604.63		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 51.31		Full Maintenance Program ³ Contract Miles <u>35,000</u>		OverMileage Charge	<u>\$ 0.0350</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 51.31		Additional Services SubTotal			
\$ 55.93		Sales Tax <u>9.2500%</u>		State <u>CA</u>	
\$ 711.87		Total Monthly Rental Including Additional Services			
\$ 5,809.10		Reduced Book Value at <u>60</u> Months			
\$ 450.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Navy Pier/Medium Slate w/Unique Cloth F

Lic. Plate Type Exempt

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Navy Pier/Medium Slate w/Unique Cloth F
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 7,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Los Alamitos California

BY	TITLE	DATE
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* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 140.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 265.00
Other Charges Total		\$ 265.00

VEHICLE INFORMATION:

2023 Ford Maverick XLT Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB - US

Series ID: W8E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$24,358	\$24,855.00
Total Options	\$477.00	\$-20.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$26,430.00	\$26,430.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
Interior: 7B-(0 I) Navy Pier/Medium Slate w/Unique Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
121WB	121" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
19W	4G LTE Wi-Fi Hotspot Removal	\$-18.00	\$-20.00
300A	Equipment Group 300A Standard	NC	NC
425	50-State Emissions System	STD	STD
445	Transmission: Automatic Continuous Variable (CVT)	Included	Included
64T	Wheels: 17" Carbonized Gray Painted Aluminum	Included	Included
7	Unique Cloth Front Bucket Seats	Included	Included
7B_01	(0 I) Navy Pier/Medium Slate w/Unique Cloth Front Bucket Seats	NC	NC
993	Engine: 2.5L Hybrid	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	2.91 Axle Ratio	Included	Included
STDGV	GVWR: 5,200 lbs	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: P225/65R17 A/S BSW	Included	Included
YZ_01	(0 P) Oxford White	NC	NC
adj	price adj	\$495.00	\$0.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: galvanized steel/aluminum body material
Grille: with metal-look bar grille

Convenience Features:

Air Conditioning: automatic air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Fuel Remote Release: power fuel remote release
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Key Pad: keypad locking
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Emergency SOS: 911 Assist
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear full bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: premium cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: carpet front floor mats

Standard Engine:

Engine 191-hp, 2.5-liter I-4 (hybrid regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 18 day of November by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM

Customer

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

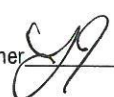
(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by

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Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such

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assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

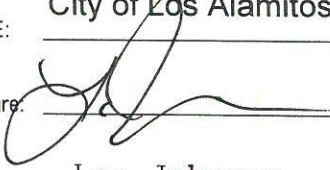
Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written

LESSEE: City of Los Alamitos California
Signature: 
By: Les Johnson
Title: Interim City Manager
Address: 3191 Katella Avenue
Los Alamitos, CA 90720

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: 
By: Richard Murrell
Title: Regional Sales Manager
Address: 1400 N. Kellogg Drive, Suite G
Anaheim, CA 92807

Date Signed: December 6, 2019

Date Signed: 11/22/19

Initials: EFM  Customer 

SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT

(Physical Damage Only)

December

16 2019

This Addendum is made to the Master Equity Lease Agreement dated _____ day of _____, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Los Alamitos California

By: Les Johnson

Title: Interim City Manager

Date Signed: December 16, 2019

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

By: Richard Murrell

Title: Regional Manager

Date Signed: 12/16/19

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 16th day of December, 2019, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Los Alamitos ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the 16th day of December, 2019, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM Ran Lessee YJ

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

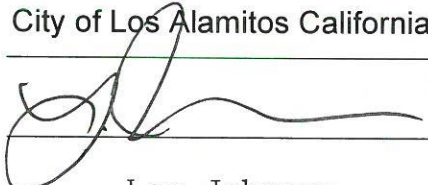
7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Los Alamitos California
Signature: 
By: Les Johnson
Title: Interim City Manager
Address: 3191 Katella Avenue
Los Alamitos, CA 90720

Attention: City Clerk's Office
Fax #: (562) 493-1255

Date Signed: 12/16/2019

EFM: Enterprise Fleet Management, Inc.
Signature: 
By: Richard Murrell
Title: Regional Sales Manager
Address: 1400 N. Kellogg Drive, Suite G
Anaheim, CA 92807

Attention: _____
Fax #: _____

Date Signed: 11/22/19

Initials: EFM  Lessee 

FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4492077

Prepared For: City of Los Alamitos California

Date 12/02/2019

AE/AM ZRJ

Unit

Year 2020 Make Ford Model Transit-350 Passenger

Series XL Rear-wheel Drive High Roof HD Ext. Van 148 in. WB DRW

Vehicle Order Type Ordered Term 60 State CA Customer# 444960

\$ 38,517.00 Capitalized Price of Vehicle¹

\$ 0.00 * Sales Tax 0.0000% State CA

\$ 638.02 * Initial License Fee

\$ 0.00 * Registration Fee

\$ 325.00 Other: (See Page 2)

\$ 0.00 Capitalized Price Reduction

\$ 0.00 Tax on Capitalized Price Reduction

\$ 0.00 Gain Applied From Prior Unit

\$ 0.00 * Tax on Gain On Prior

\$ 0.00 * Security Deposit

\$ 0.00 * Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 38,842.00 Total Capitalized Amount (Delivered Price)

\$ 524.37 Depreciation Reserve @ 1.3500%

\$ 146.18 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 670.55 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 32.29 Full Maintenance Program³ Contract Miles 35,000

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 32.29 Additional Services SubTotal

\$ 51.97 Sales Tax 7.7500%

\$ 754.81 Total Monthly Rental Including Additional Services

\$ 7,379.80 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Ebony w/Cloth Front Bucket Seats

Lic. Plate Type Unknown

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0350 Per Mile

Tires 0

Loaner Vehicle Not Included

State CA

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Los Alamitos California

BY

TITLE INTERIM CMT MANAGER

DATE 12/20/19

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 325.00
Other Charges Total		\$ 325.00



VEHICLE INFORMATION:

2020 Ford Transit-350 Passenger XL Rear-wheel Drive High Roof HD Ext. Van 148 in. WB DRW - US

Series ID: U4X

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 42,902.00	\$ 45,160.00
Total Options	\$ 220.00	\$ 240.00
Destination Charge	\$ 1,495.00	\$ 1,495.00
Total Price	\$ 44,617.00	\$ 46,895.00

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White

Interior: CB - (0 I) Ebony w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
148WB	148" Wheelbase	STD	STD
21M	Ebony Cloth Bucket Seats	Included	Included
301A	Order Code 301A	NC	NC
425	50-State Emissions System	STD	STD
43B	Back Up Alarm	\$ 114.00	\$ 125.00
43R	Reverse Sensing System	\$ 269.00	\$ 295.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors	\$ 146.00	\$ 160.00
55D	Front Fog Lamps	Included	Included
58U	Radio: AM/FM Stereo	Included	Included
91M	8 Speakers (4 Front/4 Rear)	Included	Included
96T	14-Passenger Seats	\$ -309.00	\$ -340.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	Included
C	Cloth Front Bucket Seats	Included	Included
CB_02	(0 I) Ebony w/Cloth Front Bucket Seats	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,360 lbs	Included	Included
STDTR	Tires: 195/75R16C 107/105 R AS BSW	Included	Included
STDWL	Wheels: 16" Heavy Duty Silver Steel	Included	Included
X41	4.10 Axle Ratio (DISC)	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 3
Rear Cargo Door Type: split swing-out
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning manual air conditioning
Rear Air Conditioning: rear air conditioning
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: fixed rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with box
Overhead Console: full overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio AM/FM stereo with seek-scan
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 24 speakers
Internet Access: FordPass Connect 4G LTE WiFi internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent rain detecting wipers wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Low Tire Pressure Warning: low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 3 manual adjustable third row head restraints
4th Row Headrest: manual adjustable fourth row head restraints
Number of 4th Row Headrests: 3 fourth row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 14
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Removeable Rear Seats: removeable rear seat
Rear Seat Type: rear bench seat
3rd Row Seat Type: removable third row split-bench seat
Reclining 4th Row Seat: split-bench fourth row seat
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Cargo Space Trim: vinyl/rubber cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4498200

Prepared For: City of Los Alamitos California

Date 12/05/2019
AE/AM ZRJ

Unit

Year 2020 Make Ford Model F-150

Series XL 4x2 SuperCrew Cab Styleside 5.5 ft. box 145 in. WB

Vehicle Order Type Ordered Term 60 State CA Customer# 444960

\$ 26,090.00	Capitalized Price of Vehicle ¹
\$ 0.00	* Sales Tax 0.0000% State CA
\$ 534.15	* Initial License Fee
\$ 0.00	* Registration Fee
\$ 325.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 26,415.00	Total Capitalized Amount (Delivered Price)
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\$ 356.60	Depreciation Reserve @ 1.3500%
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\$ 106.34	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
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\$ 462.94	Total Monthly Rental Excluding Additional Services
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Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
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Liability Limit	\$0.00
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\$ 0.00	Physical Damage Management
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\$ 32.50	Full Maintenance Program ³ Contract Miles 35,000
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Incl: # Brake Sets (1 set = 1 Axle)	0
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\$ 32.50	Additional Services SubTotal
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\$ 35.88	Sales Tax 7.7500%
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\$ 531.32	Total Monthly Rental Including Additional Services
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\$ 5,019.00	Reduced Book Value at 60 Months
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\$ 400.00	Service Charge Due at Lease Termination
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All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Dark Earth Gray w/Cloth 40/20/40 Front

Lic. Plate Type Unknown

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0350 Per Mile

Tires 0

Loaner Vehicle Not Included

State CA

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Los Alamitos California

BY

TITLE INTERIM CITY MANAGER

DATE 12/20/19

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 325.00
Other Charges Total		\$ 325.00

**VEHICLE INFORMATION:**

2020 Ford F-150 XL 4x2 SuperCrew Cab Styleside 5.5 ft. box 145 in. WB - US

Series ID: W1C

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 33,459.00	\$ 35,035.00
Total Options	\$ 1,573.00	\$ 1,730.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 36,627.00	\$ 38,360.00

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White

Interior: CG - (0 I) Dark Earth Gray w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Mid	\$ 1,573.00	\$ 1,730.00
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
446	Transmission: Electronic 6-Speed Automatic	Included	Included
50S	Cruise Control	Included	Included
52P	SYNC	Included	Included
60M	FordPass Connect 4G Wi-Fi Modem	Included	Included
61CLCD	4.2" Productivity Screen in Instrument Cluster	Included	Included
61X91K	MyKey	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
85A	XL Power Equipment Group	Included	Included
85AGTE	Power Tailgate Lock	Included	Included
85AILL	Illuminated Entry	Included	Included
85AMIR	Power Glass Sideview Mirrors w/Black Skull Caps	Included	Included
85APAL	Perimeter Alarm	Included	Included
85APLK	Power Door Locks	Included	Included
85APWN	Power Front & Rear Windows	Included	Included
99B	Engine: 3.3L V6 PFDI	Included	Included
C	Cloth 40/20/40 Front Seat	Included	Included
CG_01	(0 I) Dark Earth Gray w/Cloth 40/20/40 Front Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,280 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: P245/70R17 BSW A/S	Included	Included
X19	3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: trailering with harness
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote engine start
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 12 speakers
Internet Access: FordPass Connect 4G LTE WiFi internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge

Water Temp Gauge: water temp. gauge
Inclinometer: inclinometer
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabbage Insulator: cabbage insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic



RFP #030122
REQUEST FOR PROPOSALS
for
Fleet Management Services

Proposal Due Date: March 1, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fleet Management Services 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 March 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	January 11, 2022
Pre-proposal Conference:	February 1, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	February 21, 2022, 4:30 p.m., Central Time
Proposal Due Date:	March 1, 2022, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 1, 2022, 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 entities;
- 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;
- 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 Fleet Management Services, including, but not limited to:
 - a. Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types;
 - b. New vehicle service and preparation for the vehicles described in subsection 1. a. above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation;
 - c. Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types; and,
 - d. In addition to the solutions described in subsections 1. a. – c. above, proposers may include a complementary offering of the following ancillary services:
 - i. Short-term rental programs;
 - ii. Upfitting of after-market products;
 - iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems;
 - iv. Roadside assistance including towing, emergency charging, and repairs;
 - v. Installation, operation, and maintenance of dedicated charging and fueling stations; and,
 - vi. Vehicle battery longevity monitoring and replacement plans.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

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 \$60 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.



1/13/2022

Addendum No. 1

Solicitation Number: RFP 030122

Solicitation Name: Fleet Management Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

There appears to be a conflict or overlap between the scope of this RFP and the scope of other recent Sourcewell solicitations. How will Sourcewell address potential services that are specifically identified in other RFPs, but could be construed to be included in this RFP?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process, and each RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 030122 posted to the Sourcewell Procurement Portal on 1/13/2022, is required at the time of proposal submittal.



2/17/2022

Addendum No. 2

Solicitation Number: RFP 030122

Solicitation Name: Fleet Management Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How would you define “service force?”

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 the content and format of the data that best represents their proposal and best demonstrates their ability to serve Sourcewell participating entities. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 2:

If orders will be handled by distributors, dealers, or others, explain the roles of the Proposer and others. How would you define ‘ordering process’?

Answer 2:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables.

Each proposer is asked to articulate the order process that aligns with its business methods and processes within the proposal.

Question 3:

What response is recommended if a bidder can execute some, but not all, of the items listed?

Answer 3:

Refer to the Frequently Asked Questions document on the Sourcewell Procurement Portal bids homepage.

Question 4:

Can an awarded supplier present its forms to the potential customer, or will the supplier be required to only use the participating entities agreements? Is it permitted to negotiate completely new agreements with the participating entity?

Answer 4:

Refer to template contract Article 6. – Participating Entity Use and Purchasing, for additional detail related the ordering process and the development of transaction documentation.

Question 5:

Regarding template contract Section 5. A – Participation, define “Sourcewell contract use eligibility requirements and documentation....”

Answer 5:

Refer to RFP Section I. B. – Use of Resulting Contracts. The benefits of a contract resulting from this solicitation should be available to all participating entities that can legally access the equipment, products, or services under the contract. Awarded suppliers will receive instruction on relevant contract documentation in connection with the contract launch process.

Question 6:

If a contract between an awarded supplier and Sourcewell is terminated, will the supplier still be permitted to continue the relationship with any participating entity? If they terminate and we have existing agreements in place with participating entities, does the supplier continue to pay Sourcewell the administrative fee?

Answer 6:

Refer to template contract Section 6. A. – Orders and Payment, “All Participating Entity orders under this contract must be issued prior to expiration of 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.”

End of Addendum

Acknowledgement of this Addendum to RFP 030122 posted to the Sourcewell Procurement Portal on 2/17/2022, is required at the time of proposal submittal.



2/21/2022

Addendum No. 3

Solicitation Number: RFP 030122

Solicitation Name: Fleet Management Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell willing to sign a mutual NDA?

Answer 1:

Sourcewell complies with the Minnesota Government Data Practices Act and will not execute a nondisclosure agreement for a proposer. Reference Section VI. E. of the Sourcewell RFP.

Question 2:

Can we share the details of projects and references implemented outside US?

Answer 2:

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 24, seeks information from “three customers who are eligible to be Sourcewell participating entities.” Table 5 – Top Five Government or Education Customers seeks information from “your top five government, education, or non-profit customers.”

Question 3:

Can some of the project(s) be delivered remotely to control travel expenses?

Answer 3:

It is left to the discretion of each proposer to propose a method for delivery that aligns to its business practices and meets all applicable industry standards, laws, and

regulations. A proposer should include all relevant information and fully describe the total cost of acquisition for a participating entity in its proposal. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Can offshore developers/consultants (outside USA) be used?

Answer 4:

It is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

We are only provide Fleet Management Software. Can we still submit for this RFP?

Answer 5:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 030122 posted to the Sourcewell Procurement Portal on 2/21/2022, is required at the time of proposal submittal.



Proposal Opening Record

Date of opening: March 1, 2022

Sourcewell posted Request for Proposal #030122, for the procurement of Fleet Management Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, January 11, 2022, and the solicitation remained in an open status within the portal until March 1, 2022, 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 March 1, 2022, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #030122 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:

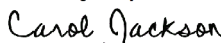
Ample, Inc. - Submitted 3/01/22 at 3:32:29 PM
 Automotive Rentals, Inc. (ARI) - Submitted 3/01/22 at 3:07:12 PM
 Commercial Vehicle Leasing, LP DBA D&M Leasing - Submitted 2/25/22 at 4:42:38 PM
 Doering Leasing Co. dba Doering Fleet Management - Submitted 3/01/22 at 2:39:26 PM
 Element Fleet Corporation dba Element Fleet Management - Submitted 2/28/22 at 2:54:34 PM
 Enterprise Fleet Management, Inc. - Submitted 3/01/22 at 4:13:51 PM
 eTransEnergy - Submitted 3/01/22 at 1:56:27 PM
 Five Star Express, LLC dba Five Star Trucking, LLC - Submitted 2/24/22 at 1:54:05 PM
 Highland Electric Fleets, Inc. - Submitted 3/01/22 at 3:54:58 PM
 Merchants Automotive Group, LLC dba Merchants Fleet - Submitted 3/01/22 at 4:17:11 PM
 Mike Albert Leasing, Inc. dba Mike Albert Fleet Solutions - Submitted 3/01/22 at 1:39:13 PM
 NuGen Go, LLC - Submitted 2/28/22 at 5:12:21 PM
 Sewell Fleet Management - Submitted 2/28/22 at 12:15:39 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on March 1, 2022, at 4:31:19 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

 6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

 6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst

**Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (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 Fleet Management Services 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 April 18, 2026, 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 other 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.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider'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 that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

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.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

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, with respect to the subject matter hereof, 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, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

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.

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).** Intentionally omitted.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Intentionally omitted.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Intentionally omitted.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Intentionally omitted.

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. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

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). Intentionally omitted.

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. Intentionally omitted.

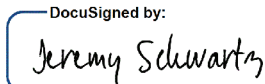
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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

Enterprise Fleet Management, Inc.

DocuSigned by:

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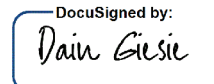
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

5/4/2022 | 9:11 AM CDT

Date: _____

DocuSigned by:

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By: _____

Dain Giesie

Title: Vice President

5/4/2022 | 2:58 PM CDT

Date: _____

030122-EFM

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name: Enterprise Fleet Management, Inc.

Does your company conduct business under any other name? If yes, please state: MO

Address: 600 Corporate Park Dr.
St. Louis, MO 63050

Contact: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

Fax: 314-274-5428

HST#: 43-1697807

Submission Details

Created On: Tuesday February 01, 2022 10:13:18

Submitted On: Tuesday March 01, 2022 16:13:51

Submitted By: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609

Submitter's IP Address: 4.30.165.86

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")	Enterprise Fleet Management, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
7	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):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	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.	Background and History In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis. In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets. In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings. Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world. Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard...and we reward hard work. Great things happen when we listen...to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open. Business Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.	*
11	What are your company's expectations in the event of an award?	Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution. It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.	*
12	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.	Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry. Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.	*
13	What is your US market share for the solutions that you are proposing?	Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.	*

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	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?	Service provider	*
17	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.	- o Alberta Corporate License number: 2116040300 - o Saskatchewan Corporate License number: 101184133 - o Manitoba Corporate License number: 6262881 - o GST number: 82540 4205 RT0001: - o Saskatchewan PST number: 2476059 - o Manitoba PST number: 82540 4205 MC0001	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)	*
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
22	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?	Enterprise Fleet Management partners with Sourcwell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.	*
23	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?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541	*
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631	*
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326	*

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell 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 *
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26	Sales force.	Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams. Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include: Fleet Management Director • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. Fleet Strategy Manager • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days Finance Manager • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. Account Executive • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs Area Sales Manager • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed Client Strategy Manager • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters Account Fleet Coordinator • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory. Vehicle Delivery Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment. This is what we expect from our CD dealers: • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

28	Service force.	Call Center Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates. Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week. The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests. Supplier Network Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey. Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions. We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

30	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.	Service Quality index (SQi) is an industry leading metric that is core to Enterprise values. Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Customer Service Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard...and we reward hard work. • Great things happen when we listen...to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	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?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.
38	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?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	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 ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	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.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.

41	Describe any technological advances that your proposed products or services offer.	Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for. Customer Website – Complete oversight on entire fleet and individual vehicles • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle Annual Client Review – Identify and lower costs • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs Fleet Planning Toolkit – The right vehicles at the right cost • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles Auto Integrate – Minimize downtime • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise Mobile App – Convenience for drivers • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
42	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.	Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows: Vehicle Cycling/Fleet Optimization Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling. In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points. Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs. Carbon Reporting and Offsets Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program. Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass. TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options. *

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
- Duty of Care
- Supplier Code of Conduct
- Human Rights
- Safety Recalls
- Workplace Ethics
- Employment and Equal Opportunity
- Founding Values
- Privacy and Safe Harbor
- Subsidiaries and Franchisees
- Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

43	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.	N/A	*
44	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.	While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth. Good Faith Plan Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training. Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE) • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.	*
45	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?	At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition: • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.	*

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 *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	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 will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	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 warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: • Convenience: Card accepted at more than 180,000 U.S. locations • Security: Cards with driver identification issued to the driver assigned to the vehicle • Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: • Review transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: • Safety: Breakthrough accident detection, safer driving behavior, in-	

vehicle driver coaching

- Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs
- Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring
- Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health
- Compliance: Accurate HOS and/or IFTA reporting

Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- Sourcewell can set up and send automatic service reminders through Enterprise's website

Maintenance Management

With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.

Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.

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 *
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQI feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include: • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Payment Terms Payment terms are Net 30. Payment Enterprise offers several payment options to our clients: • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise's bank
56	Describe any leasing or financing options available for use by educational or governmental entities.	Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs. Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance. • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. Open-Ended Lease Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by: • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow. The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application. Lease Terms Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

57	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.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

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 *	
59	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.	Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond. Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment. Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs. We have uploaded our pricing materials as instructed.	*
60	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.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcwell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed. For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.	*

62	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.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	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.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00	*
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
85	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.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.	*
86	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.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.	*
87	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.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is \$125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.	*

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

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including: • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition. As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes: • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle: • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton

Table 148: 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.

Item	Category	Offered	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	☒ Yes ☐ No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	☒ Yes ☐ No	Through our Fleet Management programs we are able to offer all of these services.
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	☒ Yes ☐ No	Through our Fleet Management programs we are able to offer all of these services.
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	☒ Yes ☐ No	Through our Fleet Management programs we are able to offer all of these services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our 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](#) - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- [Financial Strength and Stability](#) - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- [Marketing Plan/Samples](#) - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- [WM8E/M8E/S8E or Related Certificates](#) - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- [Warranty Information](#) - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- [Standard Transaction Document Samples](#) - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- [Upload Additional Document](#) - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

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. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

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_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	☒	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	☒	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	☒	1

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

ITEM NUMBER: 11A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Comments by Outgoing Mayor Tanya Doby

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

ITEM NUMBER: 11B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Robert Acosta, Support Services Manager

Subject: Presentation to Mayor Tanya Doby from the City for her tenure as Mayor

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

ITEM NUMBER: 11C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: City Council Reorganization

SUMMARY

This report provides relevant information for the City Council's annual reorganization, by the election of Mayor and Mayor Pro Tem. The City's Charter requires roll call votes be taken for the election of these two Officers.

RECOMMENDATION

Elect Officers for the position of Mayor and Mayor Pro Tem by roll call vote.

BACKGROUND

Administrative Regulation 2.1, adopted on December 6, 2004, requires the elections for the Office of Mayor and the Office of Mayor Pro Tem occur annually at the first regular meeting in December. The Mayor and the Mayor Pro Tem serve at the pleasure of the City Council.

DISCUSSION

The City Clerk will conduct the election for the Office of Mayor. The newly elected Mayor would then conduct the election for the Office of Mayor Pro Tem. Each election shall be conducted by a roll call vote of the City Council.

Nominations will be considered in the order received. A second is not required for nominations. The City's Charter requires roll call votes be taken for the election of these two Officers.

FISCAL IMPACT

There is a nominal cost associated with this action, mainly for printing new business cards and name badges.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: December 18, 2023

ITEM NUMBER: 11D

To: Mayor Tanya Doby & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

**Subject: City Council Member Appointments/Reappointments as
Representatives to other Agencies and City Committees for 2024**

SUMMARY

This report provides relevant information for the City Council's annual appointments/reappointments of Council Members as representatives to other Agencies.

RECOMMENDATION

1. Nominate and vote for appointments/reappointments regarding the Representatives to Other Agencies; and,
2. Nominate and vote for appointment to the City's Budget Standing Committee; and,
3. Adopt Resolution No. 2023-32, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE TO THE ORANGE COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS"; and,
4. Authorize the City Clerk to complete California Form 806, Agency Report of: Public Official Appointments and post on the City's website.

BACKGROUND

The City Council Members represent the City on various County and regional boards and committees. These external bodies range from the League of California Cities to the Orange County Transportation Authority. The issues and topics covered by these bodies range from housing to police dispatch services. Appointees serve as voting members on some of these boards and committees.

Traditionally, as a follow-up to the annual City Council reorganization, the City Council reviews its current appointments and considers new appointments and reappointments. Each appointment can be considered individually and the appointment list can be voted on as a whole by the City Council.

Due to the timing of other agencies installation of new members, it is prudent for Council to make its appointments in December.

Fair Political Practices Commission - Form 806

Form 806 is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards or commissions of a public agency, special district, or joint powers agency or authority. The State of California Fair Political Practices Commission (FPPC) Regulation 18705.5 requires Council Members to recuse themselves from voting on non-City positions that receive a stipend of \$250 or more per year. Should the City Council wish to vote for themselves on compensated committees, the City must post Form 806 regarding the appointments on the City's website.

The City is in compliance with this regulation and posts Form 806 on the website; therefore, it is not necessary for Council Members to recuse themselves from voting for themselves on compensated non-City positions.

DISCUSSION

It would be appropriate for the City Council to review its current appointments and consider new appointments and re-appointments. Appointees are approved for travel-related expenses within the City Council's adopted budget to represent the City at various events.

All City Council appointments (Attachment 1) should be reviewed and voted upon this evening. Items of interest are outlined below.

The League of California Cities (LOCC) – State Division

The LOCC requires two separate appointments throughout the year; one for State meetings and one for the League's Annual Conference. The appointment being made at this time is for attendance at the State Division of the League of California Cities meetings. At a later date closer to the Annual Conference, an alternate and delegate will be appointed for the League's Annual Conference. Traditionally, the Mayor is appointed as delegate and the Mayor Pro Tem is appointed as alternate.

Los Alamitos Community Foundation (LACF)

At the October 18, 2021 City Council meeting, Council gave direction to Staff to begin the process of establishing a City Foundation. The Board Membership consists of five members from City districts, two business community members and two Council Members. Council appointed Shelley Hasselbrink and Mark Chirco to sit on the Board at its February 28, 2022, Council meeting. Council Member Murphy previously served on the Foundation prior to being appointed to the City Council.

Orange County Fire Authority (OCFA)

Council Member Hasselbrink is the City's current delegate. She was first appointed as the delegate to the OCFA Board of Directors December 2016 and served as the alternate in 2015. As an OCFA Board Member, Council Member Hasselbrink has served on the Executive Board, Claims & Settlement Committee, Fire Chief Selection Ad Hoc (completed), and Cost Control Ad Hoc. She has also served as the Vice Chair for the Budget & Finance Committee. She served as Board President in 2020.

Orange County Mosquito and Vector Control District Board

In December 2021, the City Council appointed Council Member Doby to the Orange County Mosquito and Vector Control District Board (OCMVCD) for a two-year term. Her term will

expire the first Monday in January 2024. Mayor Doby attended 39 of the 41 meetings held for a 95% record of attendance. The Board has requested the reappointment of Tanya Doby, or a successor, for the next term of office for either two or four years. Terms of office commence at noon on the first Monday in January.

Consideration of New Appointments

Association of California Cities - Orange County (ACC-OC)

The City joined ACC-OC in 2023. Since joining ACC-OC, Council Member Tany Doby has been appointed to its Board of Directors. As such, it would be appropriate to appoint Council Member Doby as the delegate to this organization.

Representative of Intergovernmental Affairs

Leadership in 2023 spent a significant amount of time and energy building relationships with the City's elected officials. This delegate would work with Staff to maintain those relationships.

FISCAL IMPACT

None.

- Attachment:
1. Blank City Council Appointments including Stipends (2024)
 2. Resolution No. 2023-32 - OCFA Appointment
 3. Form 806 (2024)
 4. Adopted City Council Appointments (2023)

2024 City Council Representatives to Other Agencies and Ad Hoc Committees

AGENCY	MEETING INFORMATION	STIPEND INFORMATION	Delegate	Alternate
Association of California Cities - Orange County (ACC-OC) 25108 Marguerite Pkwy, Suite A225 Mission Viejo, CA 92692 Contact: Lauren Kline, Director of Programs and Operations Email: lkline@accoc.org	Varies. Includes, but not limited to, state and federal advocacy, annual Public Policymakers Academy and Leadership Conference, quarterly dinner programming, educational forums, and infrastructure tours.	Annual Membership Fee No stipend		
City Selection Meeting Administered by the OC Clerk of the Board Contact: Jamie Ross (714) 834-2206 Email: jamie.ross@ocgov.com	City practice is to have the Mayor as the delegate and any member of the Council as the alternate. The appointment needs to be sent in writing.	No stipend		
League of California Cities - State Division 1400 K. Street, Suite 400 Sacramento, CA 95814 Contact: Megan Dunn (916) 658-8291 Email: mdunn@cacities.org	Annual Conference requires additional vote for Voting delegate and alternative.	Annual Membership Fee No stipend		
Los Alamitos Community Foundation 3191 Katella Ave. Los Alamitos, CA 90720 Contact: Emeline Noda, enoda@cityoflosalamitos.org	6:00 p.m. 2nd Monday of January, May, October Special meetings as needed Established March 2022	No Stipend		
Orange County Fire Authority - Board of Directors 1 Fire Authority Road Irvine, CA 92602 Contact: Maria Huizar Email: mariahuizar@ocfa.org	6:00 p.m. 4th Thursday of every third month All Board Members may serve on 1 of 3 Board appointed Committees. Appointments need to be adopted in a Council Resolution.	\$100 per meeting, no more than 3 meetings/mo. Limit of 1 stipend per day, paid quarterly Delegate and Alternate both eligible for stipend; however, only 1 member paid per meeting		
Orange County Library Advisory Board 345 E. Main Street Tustin, CA 92780 Contact: Alejandro Martinez (714) 566-3011 Email: Alejandra.martinez@occr.ocgov.com	Meets 4 times a year (dates TBD) Tustin Branch Library - Community Room	No stipend		
Orange County Mosquito Vector Control District 13001 Garden Grove Blvd. Garden Grove, CA 92643 Contact: Tawnia Pett (714) 971-2421 x 166 Email: TPett@ocvector.org	3:00 p.m. 3rd Thursday of every month All Board Members may serve on 1 out of 5 Board appointed committees which meet as needed.	\$100/per board meeting Board Meetings Only		
Orange County Sanitation District - Board of Directors 10844 Ellis Avenue Fountain Valley, CA 92708 Contact: Kelly Lore (714) 593-7433 Email: klore@ocsan.gov	6:00 p.m. 4th Wednesday of Every Month All Board Members may serve on Board Appointed Committees which meet monthly.	\$300 per meeting, per day Delegate and Alternate both eligible for stipend; however, only 1 member paid per meeting. Maximum meetings: Directors (6) Chairman (10)		

AGENCY	MEETING INFORMATION	STIPEND INFORMATION	Delegate	Alternate
West Cities Communications Center -JPA Board 911 Seal Beach Blvd. Seal Beach, CA 90740 Contact: Kasandra Edwards (562) 594-7243 Email: kedwards@west-comm.org	4:30 p.m. 3rd Tuesday in May, and November.	No stipend		

2024 City Council Committees/Representatives

PURPOSE	MEETING INFORMATION	STIPEND INFORMATION	Delegate	Delegate
Budget Standing Committee	Meets on an As-Needed Basis Standing Committee	No stipend		
Intergovernmental Affairs Representative	Attends Meetings and events as needed Council Appointed Representative	No stipend		

RESOLUTION NO. 2023-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DESIGNATING AND APPOINTING ITS 2023 REPRESENTATIVE TO THE ORANGE COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS

WHEREAS, the City, as a "member" of the Orange County Fire Authority Joint Powers Authority (JPA) is entitled to appoint a representative director ("Director") to the Orange County Fire Authority's Board of Directors; and,

WHEREAS, each member agency, by resolution of its governing body, shall designate and appoint one representative to act as its Director on the Authority Board of Directors, except the County whose Board of Supervisors shall appoint two representatives to act as its Directors; and,

WHEREAS, each Director shall be a current elected member of the governing body; and,

WHEREAS, each Director shall hold office until the selection of a successor by the appointing body; and,

WHEREAS, each Director is to serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body; and,

WHEREAS, any vacancy shall be filled in the same manner as the original appointment of a Director.

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. Does hereby designate and appoint Council Member _____ as a Director to the Orange County Fire Authority Board of Directors.

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

PASSED, APPROVED, AND ADOPTED this 19th day of December, 2023.

_____, 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 18th day of December, 2023 by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

Agency Report of: Public Official Appointments

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A Public Document

1. Agency Name City of Los Alamitos			California Form 806 For Official Use Only
Division, Department, or Region (If Applicable) City Clerk's Office			
Designated Agency Contact (Name, Title) Windmera Quintanar, MMC, City Clerk			
Area Code/Phone Number (562) 431-3538	E-mail wquintanar@cityoflosalamitos.org	Page <u>1</u> of <u>1</u>	Date Posted: 10/18/22 (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Orange County Fire Authority - Board of Directors	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ <u>12</u> / <u>18</u> / <u>23</u> Appt Date ▶ <u>1 year</u> Length of Term	▶ Per Meeting: \$ _____ 100 ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☒ \$1,001-\$2,000 ☐ _____ Other
Orange County Sanitation District - Board of Directors	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ <u>12</u> / <u>18</u> / <u>23</u> Appt Date ▶ <u>1 year</u> Length of Term	▶ Per Meeting: \$ _____ 300.00 ▶ Estimated Annual: ☐ \$0-\$1,000 ☒ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
Orange County Mosquito and Vector Control District	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ <u>12</u> / <u>18</u> / <u>23</u> Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ 100 ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☒ \$1,001-\$2,000 ☐ _____ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ _____ / _____ / _____ Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

Windmera Quintanar, MMC

City Clerk

Signature of Agency Head or Designee

Print Name

Title

(Month, Day, Year)

Comment: _____

Background

This form is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of another public agency or to a committee or position of the agency of which the public official is a member.

This form is required pursuant to FPPC Regulation 18702.5. Each agency must post on its website a single Form 806 which lists all the paid appointed positions to which an official will vote to appoint themselves. When there is a change in compensation or a new appointment, the Form 806 is updated to reflect the change. The form must be updated promptly as changes occur.

Instructions

This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional compensation to the appointee.

FPPC Regulation 18702.5 provides that as long as the public is informed prior to a vote, an official may vote to hold another position even when the vote results in additional compensation.

Part 1. Agency Identification

Identify the agency name and information on who should be contacted for information.

Part 2. Appointments

Identify the name of the other agency, board or commission. List the name of the official, and an alternate, if any.

List the appointment date and the length of term the agency official will serve. Disclose the stipend provided per meeting and the estimated annual payment. The annual salary is an estimate as it will likely vary depending upon the number of meetings. It is not necessary to revise the estimate at the end of the calendar year.

Part 3. Verification

The agency head or his/her designee must sign the verification.

Frequently Asked Questions (FAQs)

1. When does an agency need to complete the Form 806?

A Form 806 is required when an agency's board members vote to appoint a board member to serve on another governmental agency or position of the agency of which the official is a member and will receive additional compensation.

2. The city council votes to serve as the city's housing authority, a separate entity. Will the Form 806 be required?

If the council members receive additional compensation for serving on the housing authority, the Form 806 is required.

3. Are appointments made by a governing board to appoint one of its members to serve as an officer of that board for additional pay (e.g., mayor) required to be disclosed on Form 806?

No. FPPC Regulation 18702.5(b)(6) exempts from this requirement decisions to fill a position on the body of which the official is a member (such as a councilmember being appointed as mayor) despite an increase in compensation.

4. In determining the income, must the agency include mileage reimbursements, travel payments, health benefits, and other compensation?

No. FPPC Regulation 18702.5 requires only the amount of the stipend or salary to be reported.

5. Which agency must post the Form 806?

The agency that is voting to appoint a public official must post the Form 806 on its website. The agency that the official will serve as a member is not required to post the Form 806. The form is not sent to the FPPC.

6. When must the Form 806 be updated?

The Form 806 should be amended promptly upon any of the following circumstances: (1) the number of scheduled meetings is changed, (2) there is a change in the compensation paid to the members, (3) there is a change in membership on the board or commission, or (4) there is a new appointment to a new agency.

7. If officials choose to recuse themselves from the decision and leave the room when a vote is taken to make an appointment, must the Form 806 be completed?

No. The Form 806 is only required to identify those officials that will vote on an appointment in which the official will also receive additional compensation.

Privacy Information Notice

Information requested by the FPPC is used to administer and enforce the Political Reform Act. Failure to provide information may be a violation subject to penalties. All reports are public records available for inspection and reproduction. Direct questions to FPPC's General Counsel, Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811.

**Agency Report of:
Public Official Appointments
Continuation Sheet**

**California
Form 806**

A Public Document

Reset Page

Print Form

Page ____ of 1

1. Agency Name

City of Los Alamitos

Date Posted: 10/18/22
(Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ ____/____/____ Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ ____/____/____ Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ ____/____/____ Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ ____/____/____ Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ ____/____/____ Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ ____/____/____ Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other

2023 City Council Representatives to Other Agencies and Ad Hoc Committees

AGENCY	MEETING INFORMATION	STIPEND INFORMATION	2023	
			Delegate	Alternate
City Selection Meeting Administered by the OC Clerk of the Board Contact: Jamie Ross (714) 834-2206 Email: jamie.ross@ocgov.com	City practice is to have the Mayor as the delegate and any member of the Council as the alternate. The appointment needs to be sent in writing.	No stipend	Doby	Nefulda
League of California Cities - State Division 1400 K. Street, Suite 400 Sacramento, CA 95814 Contact: Megan Dunn (916) 658-8291 Email: mdunn@cacities.org	Annual Conference requires additional vote for Voting delegate and alternative.	Annual Membership Fee No stipend	Doby	Nefulda
Los Alamitos Community Foundation 3191 Katella Ave. Los Alamitos, CA 90720 Contact: Emeline Noda, enoda@cityoflosalamitos.org	6:00 p.m. 2nd Monday of every month Established March 2022	No Stipend	Hasselbrink Murphy	
Orange County Fire Authority - Board of Directors 1 Fire Authority Road Irvine, CA 92602 Contact: Maria Huizar Email: mhuizar@ocfa.org	6:00 p.m. 4th Thursday of every third month All Board Members may serve on 1 of 3 Board appointed Committees. Appointments need to be adopted in a Council Resolution.	\$100 per meeting, no more than 3 meetings/mo. Limit of 1 stipend per day, paid quarterly Delegate and Alternate both eligible for stipend; however, only 1 member paid per meeting	Hasselbrink	n/a
Orange County Library Advisory Board 345 E. Main Street Tustin, CA 92780 Contact: Alejandro Martinez (714) 566-3011 Email: Alejandra.martinez@occr.ocgov.com	Meets 4 times a year (dates TBD) Tustin Branch Library - Community Room	No stipend	Hibard	Murphy
Orange County Mosquito Vector Control District 13001 Garden Grove Blvd. Garden Grove, CA 92643 Contact: Tawnia Pett (714) 971-2421 x 166 Email: TPett@ocvector.org	3:00 p.m. 3rd Thursday of every month All Board Members may serve on 1 out of 5 Board appointed committees which meet as needed.	\$100/per board meeting (used to be 100\$ per month in lieu of travel) Board Meetings Only	Doby Appointed 12/13/21 Two Year Term Expires January 2024	
Orange County Sanitation District - Board of Directors 10844 Ellis Avenue Fountain Valley, CA 92708 Contact: Kelly A. Lore (714) 593-7433 Email: klore@ocsan.gov	6:00 p.m. 4th Wednesday of Every Month All Board Members may serve on Board Appointed Committees which meet monthly.	\$212.50 per meeting, per day Delegate and Alternate both eligible for stipend; however, only 1 member paid per meeting. Maximum meetings: Directors (6) Chairman (10)	Nefulda	Hibard
West Cities Communications Center -JPA Board 911 Seal Beach Blvd. Seal Beach, CA 90740 Contact: Kasandra Edwards (562) 594-7243 Email: kedwards@west-comm.org	4:30 p.m. 3rd Tuesday in May, and November.	No stipend	Nefulda	Hasselbrink

2023 City Council Committees

Committee	MEETING INFORMATION	STIPEND INFORMATION	2022	
			Delegate	Delegate
Budget Standing Committee	Meets on an As-Needed Basis Standing Committee	No stipend	Doby	Hasselbrink