

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

CITY COUNCIL AGENDA
ADJOURNED REGULAR MEETING

Monday, September 23, 2024 – 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 Nefulda
Mayor Pro Tem Hasselbrink
Council Member Doby
Council Member Hibard
Council Member Murphy

3. PLEDGE OF ALLEGIANCE

Council Member Hibard will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Nefulda will give the Invocation.

5. PRESENTATIONS

- A. Presentation by Senator Janet Nguyen Providing a Legislative Update**
- B. Presentation of a Proclamation to Malia Cary, Government & Public Affairs Manager of Second Harvest Food Bank of Orange County, in Recognition of Hunger Action Month**
- C. Presentation by Chief Claborn Honoring the Late Phil McElroy, Retired Reserve Captain**
- D. Presentation of a Certificate to Ginny Ferguson, founder of Watersafe Swim School, 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.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers from August 1, 2024, to August 31, 2024.

Recommendation: Ratify the Warrants from August 1, 2024, to August 31, 2024, for \$3,013,555.58.

Roll Call

Mayor Nefulda
Mayor Pro Tem Hasselbrink
Council Member Doby
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 Regular Minutes of August 19, 2024.

B. Support to Strengthen and Stabilize California's Homeowners and Commercial Property Insurance Market (Recreation)

The insurance market in California is experiencing significant turmoil. Major carriers have stopped issuing new homeowners and commercial property insurance policies, reducing coverage options for consumers. This trend is negatively affecting homeowners and business owners throughout Orange County and the State.

Recommendation: Adopt Resolution No. 2024-38, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE CALIFORNIA INSURANCE COMMISSIONER, STATE LEGISLATURE, AND THE GOVERNOR TAKE EMERGENCY ACTION TO STRENGTHEN AND STABILIZE CALIFORNIA'S MARKETPLACE FOR HOMEOWNERS AND COMMERCIAL PROPERTY INSURANCE".

C. Notice of Completion (NOC) for the Community Center Divider Wall Replacement Project (RFB No. 22/23-07) (Development Services)

Following a competitive bidding process, the City of Los Alamitos hired a contractor to purchase and install a new divider wall for the Community Center Divider Wall Replacement Project (RFB No. 22/23-07). Staff recommends that the Council accept the work as completed and direct filing of the Notice of Completion.

Recommendation:

1. Accept as complete the construction by 3M Construction Corporation for the Community Center Divider Wall Replacement Project (RFB No. 22/23-07); and,
2. Authorize the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office.

D. Approval of the Request for Proposals (RFP) No. 2025-02 for the Installation/Upgrade of the City's Access Control System (Development Services)

This item facilitates the solicitation of proposals to provide services for the installation and/or upgrade of an existing access control system for specified City facilities (RFP No. 2025-02).

Recommendation:

1. Approve the Request for Proposals (RFP No. 2025-02) for the installation/upgrade of the City's Access Control System; and,
2. Authorize Staff to advertise and solicit proposals.

E. Approval of the Request for Proposals (RFP) 2025-03 and Authorization to Bid for Citywide Traffic Signal Maintenance Services (Development Services)

This item recommends actions to facilitate soliciting of bids for contractual services for Citywide Traffic Signal Maintenance Services.

Recommendation:

1. Approve the Request for Proposals (RFP) 2025-03 for Citywide Traffic Signal Maintenance; and,
2. Authorize Staff to advertise and solicit bid proposals.

F. Approval of Plans and Specifications - Authorization to Bid for Labourdette Park Project (CIP 24/25-02) (Development Services)

This item facilitates soliciting bids for the contractual demolition and construction services for the Labourdette Park Project (CIP 24/25-02) at 4401 Howard Avenue.

Recommendation:

1. Approve the solicitation for Request for Proposals (RFP) of plans and specifications and authorization to bid for Labourdette Park Project (CIP 24/25-02); and,
2. Authorize Staff to advertise and solicit bid proposals.

11. 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.

12. 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.

/s/ Windmera Quintanar, MMC, City Clerk
Dated: September 18, 2024

City Council Adjourned Regular Agenda
September 23, 2024
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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 23, 2024

ITEM NUMBER: 9A

To: Mayor Jordan B. Nefulda & 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 August 1, 2024, to August 31, 2024.

RECOMMENDATION

Ratify the Warrants from August 1, 2024, to August 31, 2024, for \$3,013,555.58.

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 total of \$3,013,555.58 represents checks and electronic fund transfers for the period August 1, 2024, to August 31, 2024.

Attachment: 1. Warrants Final 09-23-2024

CITY OF LOS ALAMITOS
A/P Warrants
September 23, 2024

To Ratify

Pages:

1-11	\$	830,120.18	Warrants	08/07/2024
12	\$	1,750.00	Advanced Warrant	08/08/2024
13-21	\$	790,698.60	Warrants	08/21/2024
22	\$	11,072.20	Medical Retirees	07/01/2024
23	\$	280,834.70	Payroll	08/01/2024
24	\$	242,111.04	Benefits & Withholdings	08/01/2024
25	\$	315,613.41	Payroll	08/16/2024
26	\$	149,253.42	Benefits & Withholdings	08/16/2024
27	\$	253,272.44	Payroll	08/30/2024
28	\$	138,829.59	Benefits & Withholdings	08/30/2024
Grand Total	\$	<u><u>3,013,555.58</u></u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from August 1, 2024 to August 30, 2024, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

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

Certified by Craig Koehler, Finance Director

Craig Koehler

this 5th day of September, 2024

WARRANTS 08/07/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERICAN LEGION POST 716 LOS ALAMITOS	RENTAL HALL 08/24	GENERAL FUND	NON-DEPARTMENTAL	2,256.00
			TOTAL:	2,256.00
ANDERSON ELECTRICAL & LIGHTING SERVICE	PD EVIDENCE RM CIRCUITS	GENERAL FUND	BUILDING MAINTENANCE	1,375.00
	COMM CTR I EXTERIOR LIGHTS	GENERAL FUND	BUILDING MAINTENANCE	7,650.00
			TOTAL:	9,025.00
APPLIED BEST PRACTICES	FY 23/24 ACFR SVCS	GENERAL FUND	FINANCE	637.50
			TOTAL:	637.50
APPRIVER, LLC	REISSUE CHK:SPAM SUB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	126.12
	REISSUE CHK:SPAM SUB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,689.96
			TOTAL:	1,816.08
BENNETT DRIVEAWAY	STAGE TRANSPORT KS TO CA	GENERAL FUND	BUILDING MAINTENANCE	7,590.00
	HITCH REPAIR DURING TRANSPORT	GENERAL FUND	BUILDING MAINTENANCE	3,795.00
			TOTAL:	11,385.00
BEST BUY BUSINESS ADVANTAGE ACCOUNT	WAREHOUSE OUTDOOR TV	GARAGE FUND	GARAGE	6,041.09
			TOTAL:	6,041.09
CALIFORNIA MUNICIPAL STATISTICS, INC.	FY 23/24 ACFR STATISTICS	GENERAL FUND	FINANCE	550.00
			TOTAL:	550.00
CANON FINANCIAL SERVICES, INC.	METER USAGE 06/24	GENERAL FUND	RECREATION ADMINISTRAT	429.87
	PRINTER LEASE 07/24	GENERAL FUND	RECREATION ADMINISTRAT	254.64
			TOTAL:	684.51
CARAVAN MFG	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	1,600.00
	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	4,109.39
			TOTAL:	5,709.39
CERTIFIED TRANSPORTATION SERVICES, INC	DAY CAMP TRANSPORT 06/18/24	GENERAL FUND	DAY CAMP	864.75
	DAY CAMP TRANSPORT 06/25/24	GENERAL FUND	DAY CAMP	662.98
	DAY CAMP TRANSPORT 07/02/24	GENERAL FUND	DAY CAMP	922.40
	DAY CAMP TRANSPORT 07/09/24	GENERAL FUND	DAY CAMP	864.75
	DAY CAMP TRANSPORT 07/11/24	GENERAL FUND	DAY CAMP	662.98
	PARKS PRGM TRANSPORT 07/17/24	GENERAL FUND	PLAYGROUNDS	662.98
	PARKS PRGM TRANSPORT 07/10/24	GENERAL FUND	PLAYGROUNDS	662.98
	PARKS PRGM TRANSPORT 07/17/24	GENERAL FUND	PLAYGROUNDS	662.98
			TOTAL:	5,966.80
CHARLES ABBOTT ASSOCIATES, INC.	DEV SVCS CONSULTANT 06/24	GENERAL FUND	COMMUNITY DEVEL ADMIN	160.00
	ASSISTANT PLANNER 06/24	GENERAL FUND	PLANNING	7,245.00
	BLDG PERMITS 06/24	GENERAL FUND	BUILDING INSPECTION	29,219.34
	NPDES INSPECTIONS 06/24	GENERAL FUND	NPDES	2,718.75
			TOTAL:	39,343.09
CITY GREEN CONSULTING LLC	TRASH CONSULTING 02/24-04/24	GENERAL FUND	NON-DEPARTMENTAL	5,312.50
	TRASH CONSULTING 05/24	GENERAL FUND	NON-DEPARTMENTAL	2,718.25
	TRASH CONSULTING 06/24	GENERAL FUND	NON-DEPARTMENTAL	1,375.00
			TOTAL:	9,405.75
CITY OF CYPRESS	WEST COMM JPA 1ST INSTALLMENT	GENERAL FUND	COMMUNICATIONS TECHNOL	269,089.51
			TOTAL:	269,089.51

WARRANTS 08/07/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	230.76
			TOTAL:	230.76
COMMERCE TRUCK & EQUIPMENT SALES LLC	FORD F-450 TRUCK SVCS	GENERAL FUND	STREET MAINTENANCE	1,280.10
			TOTAL:	1,280.10
COSTAR REALTY INFORMATION, INC.	REAL ESTATE DATA 01-02/23	GENERAL FUND	ADMINISTRATION	1,500.00
	REAL ESTATE DATA 03/23	GENERAL FUND	ADMINISTRATION	750.00
	REAL ESTATE DATA 05/23	GENERAL FUND	ADMINISTRATION	795.00
			TOTAL:	3,045.00
CUSTOM INK	CITY HAWAIIAN SHIRTS (227)	GENERAL FUND	COMMUNITY DEVEL ADMIN	4,258.57
			TOTAL:	4,258.57
DANIELS TIRE SERVICE	PD 48-8 TIRE SVCS 07/01/24	GARAGE FUND	GARAGE	421.05
	PD 48-S2 TIRE SVCS 07/01/24	GARAGE FUND	GARAGE	789.39
	PD 48-S2 TIRE SVCS 07/01/24	GARAGE FUND	GARAGE	365.45
			TOTAL:	1,575.89
ELITE SPECIAL EVENT, INC.	PINE STREATS FLYERS & BANNERS	GENERAL FUND	ECONOMIC DEVELOPMENT	525.00
			TOTAL:	525.00
EVENT NEWS ENTERPRISE	ELECTION IN ENGLISH	GENERAL FUND	ADMINISTRATION	300.00
	ELECTION IN KOREAN	GENERAL FUND	ADMINISTRATION	300.00
	ELECTION IN SPANISH	GENERAL FUND	ADMINISTRATION	300.00
	ELECTION IN VIETNAMESE	GENERAL FUND	ADMINISTRATION	300.00
	CIP 23/24-03 NOTICE INVITES	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,220.00
			TOTAL:	3,420.00
GANAHL LUMBER COMPANY	HOSE REPAIR	GENERAL FUND	STREET MAINTENANCE	38.18
	RODENT TRAP FOR PARKS	GENERAL FUND	STREET MAINTENANCE	19.10
	KNEEDPADS	GENERAL FUND	BUILDING MAINTENANCE	60.08
	PD EVIDENCE RM FLOOR SUPPLES	GENERAL FUND	BUILDING MAINTENANCE	94.80
	COMM CTR I FAUCET REPLACEMENT	GENERAL FUND	BUILDING MAINTENANCE	69.36
	PD EVIDENCE RM ANCHORS	GENERAL FUND	BUILDING MAINTENANCE	8.17
	IMPACT DRILL	GENERAL FUND	BUILDING MAINTENANCE	360.51
			TOTAL:	650.20
GOGOV, INC.	CRM/CE SOFTWARE ANNUAL SUB	GENERAL FUND	COMMUNITY DEVEL ADMIN	4,980.00
	CRM/CE SOFTWARE ANNUAL SUB	GENERAL FUND	NEIGHBORHOOD PRESERVAT	4,980.00
			TOTAL:	9,960.00
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER 06/24	GENERAL FUND	STREET MAINTENANCE	122.55
	GOLDEN STATE WATER 07/24	GENERAL FUND	STREET MAINTENANCE	245.19
	GOLDEN STATE WATER 06/24	GENERAL FUND	PARK MAINTENANCE	406.88
	GOLDEN STATE WATER 07/24	GENERAL FUND	PARK MAINTENANCE	813.77
			TOTAL:	1,588.39
K&S AIR CONDITIONING, INC.	PD OFFICE AC REPAIR	GENERAL FUND	BUILDING MAINTENANCE	1,410.44
			TOTAL:	1,410.44
LA HERRADURA MOBIL DETAIL	PD CAR WASHES 07/22/24	GARAGE FUND	GARAGE	100.00
	PW CAR WASHES 07/22/24	GARAGE FUND	GARAGE	225.00
	REC CAR WASHES 07/22/24	GARAGE FUND	GARAGE	180.00
			TOTAL:	505.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LIEBERT CASSIDY WHITMORE	GENERAL SVCS 06/24	GENERAL FUND	CITY ATTORNEY	<u>1,147.50</u>
			TOTAL:	1,147.50
LISA HALL & ASSOCIATES, INC.	KOREAN TRANSLATOR SVCS	GENERAL FUND	ADMINISTRATION	25.00
	SPANISH TRANSLATOR SVCS	GENERAL FUND	ADMINISTRATION	120.00
	VIETNAMESE TRANSLATOR SVCS	GENERAL FUND	ADMINISTRATION	<u>135.00</u>
			TOTAL:	280.00
LOS ALAMITOS AREA CHAMBER OF COMMERCE	HASSELBRINK CHAMBER MIXER	GENERAL FUND	CITY COUNCIL	20.00
	MURPHY CHAMBER MIXER	GENERAL FUND	CITY COUNCIL	20.00
	BOOTHE CHAMBER MIXER	GENERAL FUND	ECONOMIC DEVELOPMENT	20.00
	NGUYEN CHAMBER MIXER	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>20.00</u>
			TOTAL:	80.00
MANHATTAN STITCHING COMPANY, INC.	AQUATICS UNIFORMS 05/24	GENERAL FUND	AQUATICS	<u>789.25</u>
			TOTAL:	789.25
MISC. VENDOR DANIELLE ROSAS	DANIELLE ROSAS:PGRM REFUND	GENERAL FUND	NON-DEPARTMENTAL	74.00
ANGELA ROBLES	ANGELA ROBLES:CLASS REFUND	GENERAL FUND	NON-DEPARTMENTAL	60.00
DANIEL KIM	DANIEL KIM:TRAVEL EXPENSES	GENERAL FUND	PATROL	152.76
NESTOR RODRIGUEZ	NESTOR RODRIGUEZ:TRAVEL EXPENSES	GENERAL FUND	PATROL	<u>197.44</u>
			TOTAL:	485.20
NOBEL SYSTEMS, INC.	GIS CLOUD SVCS 24/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>10,800.00</u>
			TOTAL:	10,800.00
NORM'S AUTOMOTIVE CENTER, INC.	PW F-250 VEHICLE SVCS 07/09/24	GARAGE FUND	GARAGE	79.44
	PD 48-8 VEHICLE SVCS 07/16/24	GARAGE FUND	GARAGE	<u>364.09</u>
			TOTAL:	443.53
ORANGE COUNTY COUNCIL OF GOVERNMENTS	ANNUAL OCCOG DUES FY 24/25	GENERAL FUND	ADMINISTRATION	<u>4,981.68</u>
			TOTAL:	4,981.68
POWERTRIP RENTALS, LLC	3RD OF JULY RENTAL	GENERAL FUND	NON-DEPARTMENTAL	<u>8,092.39</u>
			TOTAL:	8,092.39
PUBLIC AGENCY RETIREMENT SERVICES AND	PAYMENT 8 PARS TRUST	GENERAL FUND	NON-DEPARTMENTAL	<u>50,000.00</u>
			TOTAL:	50,000.00
PUBLIC RISK INNOVATION SOLUTIONS AND M	MASTER CRIME PRGM 24/25	SELF INSURANCE TRU	INSURANCE	4,761.00
	CYBER LIABILITY PRGM 24/25	SELF INSURANCE TRU	INSURANCE	<u>22,930.00</u>
			TOTAL:	27,691.00
QUADIENT FINANCE USA, INC	CITY POSTAGE REFILL	GENERAL FUND	LOS ALAMITOS TV	<u>1,400.36</u>
			TOTAL:	1,400.36
RED WING BUSINESS ADVANTAGE ACCT	PW WORK BOOTS: CRAIG RIPPLE	GENERAL FUND	STREET MAINTENANCE	<u>252.23</u>
			TOTAL:	252.23
SIR SPEEDY PRINTING, SIGNS, MARKETING	BLANK BUSINESS CARDS	GENERAL FUND	PATROL	177.42
	SPORTS BACKDROP	GENERAL FUND	SPORTS	<u>1,222.99</u>
			TOTAL:	1,400.41
SITEONE LANDSCAPE SUPPLY	CITY HALL I SOIL FOR PLANT	GENERAL FUND	PARK MAINTENANCE	115.52

WARRANTS 08/07/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CITY HALL I PLANTER SOIL	GENERAL FUND	PARK MAINTENANCE	40.56
	CITY HALL I DECOMPOSED GRANITE	GENERAL FUND	PARK MAINTENANCE	<u>92.52</u>
			TOTAL:	248.60
SOUTHERN CAL ASSOC. OF GOVERNMENTS	SCAG DUES FY 24/25	GENERAL FUND	ADMINISTRATION	<u>1,841.00</u>
			TOTAL:	1,841.00
SOUTHERN CALIFORNIA GAS	FY 23/24 SOCALGAS	GENERAL FUND	BUILDING MAINTENANCE	44.51
	SOCAL GAS 07/24	GENERAL FUND	BUILDING MAINTENANCE	<u>61.63</u>
			TOTAL:	106.14
SPARKLETT'S DRINKING WATER	DRINKING WATER 07/24	GENERAL FUND	BUILDING MAINTENANCE	<u>375.82</u>
			TOTAL:	375.82
STANFORD SOUND AND STAGE	SUMMER CONCERT 08/08/24	GENERAL FUND	SPECIAL EVENTS	<u>250.00</u>
			TOTAL:	250.00
SUBZERO MECHANICAL	REPLACE 8 TILES AC REPAIR	GENERAL FUND	BUILDING MAINTENANCE	596.18
	PD EVIDENCE RM HVAC	GENERAL FUND	BUILDING MAINTENANCE	462.96
	PD A/C EVIDENCE ROOM	GENERAL FUND	BUILDING MAINTENANCE	17,670.00
	PD FRIDGE LEAK REPAIR	GENERAL FUND	BUILDING MAINTENANCE	<u>2,200.00</u>
			TOTAL:	20,929.14
SUPERIOR PAVEMENT MARKINGS, INC.	RESTRIPE BALL ST	GENERAL FUND	STREET MAINTENANCE	<u>16,481.00</u>
			TOTAL:	16,481.00
TECHARTS	AUDIO/VISUAL EQUIPMENT	GENERAL FUND	CAPITAL PROJECTS	<u>57,614.04</u>
			TOTAL:	57,614.04
TRAUMA INTERVENTION PROGRAMS, INC.	ANNUAL AGENCY USER FEE 24/25	GENERAL FUND	PATROL	<u>1,555.00</u>
			TOTAL:	1,555.00
U.S. BANK	3RD OF JULY STAFF FOOD	GENERAL FUND	NON-DEPARTMENTAL	525.43
	3RD OF JULY SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	65.44
	3RD OF JULY FAMILY ZONE	GENERAL FUND	NON-DEPARTMENTAL	6.57
	3RD OF JULY FAMILY ZONE	GENERAL FUND	NON-DEPARTMENTAL	8.27
	3RD OF JULY FAMILY ZONE	GENERAL FUND	NON-DEPARTMENTAL	4.13
	3RD OF JULY FAMILY ZONE	GENERAL FUND	NON-DEPARTMENTAL	105.99
	3RD OF JULY FAMILY ZONE	GENERAL FUND	NON-DEPARTMENTAL	95.92
	MAGICIAN FAMILY ZONE	GENERAL FUND	NON-DEPARTMENTAL	400.00
	3RD OF JULY SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	12.19
	3RD OF JULY SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	20.86
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	37.78
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	3.49
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	108.05
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	30.16
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	89.36
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	68.76
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	17.01
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	14.06
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	23.12
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	28.16
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	178.22
	3RD OF JULY SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	143.50
	3RD OF JULY SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	109.23
	3RD OF JULY SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	30.17

WARRANTS 08/07/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3RD OF JULY SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	383.72
	3RD OF JULY SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	20.74
	3RD OF JULY SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	64.97
	3RD OF JULY FAMILY ZONE	GENERAL FUND	NON-DEPARTMENTAL	290.00
	3RD OF JULY FAMILY ZONE	GENERAL FUND	NON-DEPARTMENTAL	1,345.00
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	125.00
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	125.00
	3RD OF JULY STAFF FOOD	GENERAL FUND	NON-DEPARTMENTAL	44.95
	SENIOR SVCS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	91.18
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	124.14
	3RD OF JULY SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	19.62
	HIBARD LOCC 2024 CONFERENCE	GENERAL FUND	CITY COUNCIL	650.00
	MURPHY 40TH BANQUET	GENERAL FUND	CITY COUNCIL	150.00
	CITY COUNCIL MTG DINNER 06/24	GENERAL FUND	CITY COUNCIL	113.53
	HIBARD JFTB MIXER	GENERAL FUND	CITY COUNCIL	20.00
	OC REGISTER 06/24	GENERAL FUND	ADMINISTRATION	26.00
	ADOBE SUBSCRIPTION 06/24	GENERAL FUND	ADMINISTRATION	59.98
	LETR SUPPLIES	GENERAL FUND	ADMINISTRATION	84.76
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	131.08
	COUNCIL OC REGISTER SUB	GENERAL FUND	ADMINISTRATION	14.00
	SUPPLIES	GENERAL FUND	ADMINISTRATION	12.32
	SUPPLIES	GENERAL FUND	ADMINISTRATION	99.22
	SUPPLIES	GENERAL FUND	ADMINISTRATION	46.83
	LETR T-SHIRTS (36)	GENERAL FUND	ADMINISTRATION	900.00
	ELLCARD SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	20.00
	BUSINESS MTG 07/24	GENERAL FUND	ADMINISTRATION	14.95
	OCMA DUES FY 24/25	GENERAL FUND	ADMINISTRATION	715.00
	EMPLOYEE OF QTR SUPPLIES	GENERAL FUND	ADMINISTRATION	249.28
	EMPLOYEE OF QTR SUPPLIES	GENERAL FUND	ADMINISTRATION	55.69
	EMPLOYEE OF QTR SUPPLIES	GENERAL FUND	ADMINISTRATION	36.03
	EMPLOYEE OF QTR SUPPLIES	GENERAL FUND	ADMINISTRATION	82.55
	DUES & SUBSCRIPTION	GENERAL FUND	FINANCE	10.00
	DUES & SUBSCRIPTION	GENERAL FUND	FINANCE	0.99
	SUPPLIES	GENERAL FUND	FINANCE	14.28
	SUPPLIES	GENERAL FUND	FINANCE	113.84
	TRAVEL & TRAINING	GENERAL FUND	FINANCE	25.00
	DUES & SUBSCRIPTION	GENERAL FUND	FINANCE	4.00
	SUPPLIES	GENERAL FUND	FINANCE	86.31
	SUPPLIES	GENERAL FUND	FINANCE	184.28
	EMPLOYEE ID CARDS	GENERAL FUND	LOS ALAMITOS TV	184.50
	SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	120.86
	SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	15.44
	R ACOSTA LEADERSHIP CLASS	GENERAL FUND	POLICE ADMINISTRATION	290.47
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	15.00
	EMPLOYEE AWARDS	GENERAL FUND	POLICE ADMINISTRATION	139.00
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	9.99
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	44.00
	TRAINING	GENERAL FUND	POLICE ADMINISTRATION	130.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	483.77
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	96.86
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	45.32
	TABLECLOTHS DRY CLEANING	GENERAL FUND	POLICE ADMINISTRATION	99.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	45.68
	CHIEF'S LOCC 2024 CONFERENCE	GENERAL FUND	POLICE ADMINISTRATION	650.00
	TRAINING CLASS	GENERAL FUND	PATROL	80.00
	TRAINING CLASS	GENERAL FUND	PATROL	407.52

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TRAINING CLASS	GENERAL FUND	PATROL	150.00
	TRAINING CLASS	GENERAL FUND	PATROL	407.52
	HOTEL/TRAINING	GENERAL FUND	PATROL	550.55
	ARMORY	GENERAL FUND	PATROL	243.00
	ARMORY	GENERAL FUND	PATROL	95.00
	PD CAR WASHES 07/24	GENERAL FUND	PATROL	188.80
	K-9 FOOD	GENERAL FUND	PATROL	139.94
	TRAINING CLASSES	GENERAL FUND	INVESTIGATION	500.00
	OFFICE SUPPLIES	GENERAL FUND	INVESTIGATION	43.49
	REFUND TRAINING CLASSES	GENERAL FUND	RECORDS	279.00-
	TRAINING CLASS	GENERAL FUND	RECORDS	350.00
	TRAINING CLASS	GENERAL FUND	RECORDS	350.00
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	63.72
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	102.64
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	243.75
	REFUND OFFICE SUPPLIES	GENERAL FUND	RECORDS	102.64-
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	33.80
	EMERGENCY MGMT SVCS	GENERAL FUND	COMMUNICATIONS TECHNOL	900.00
	SOCIAL MEDIA SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	5.18
	TRAINING CLASS	GENERAL FUND	COMMUNITY OUTREACH	14.95
	LETR SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	3.39
	LETR SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	116.37
	K-9 VITAMINS	GENERAL FUND	K-9 Unit	16.84
	K-9 FOOD	GENERAL FUND	K-9 Unit	137.83
	K-9 SUPPLIES	GENERAL FUND	K-9 Unit	43.15
	PW PHONE ICLOUD STORAGE	GENERAL FUND	COMMUNITY DEVEL ADMIN	9.99
	ROSSMOOR LIVING AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	825.00
	DS MEN FOOTBALL JERSEYS (31)	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,579.16
	DS & PW MONTHLY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	725.64
	MONTHLY SUBSCRIPTION	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	ELLCARD SUBSCRIPTION	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.00
	DS OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	6.53
	DS WOMEN FOOTBALL JERSEYS (22)	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,120.70
	DS OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	16.54
	NEW HIRE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	29.29
	NEW HIRE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.05
	CITY HALL I RR SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	36.70
	DS OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	50.15
	DS OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	14.52
	DS OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	138.89
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	105.10
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	154.94
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	11.71
	PW UNIFORMS	GENERAL FUND	STREET MAINTENANCE	900.00
	PW UNIFORMS	GENERAL FUND	STREET MAINTENANCE	650.08
	SUNSCREEN (150)	GENERAL FUND	PARK MAINTENANCE	1,088.59
	CITY HALL PLANTS	GENERAL FUND	PARK MAINTENANCE	163.41
	CITY HALL PLANTS	GENERAL FUND	PARK MAINTENANCE	204.52
	CITY HALL GARDENING SUPPLIES	GENERAL FUND	PARK MAINTENANCE	238.16
	DAY CAMP WEEK 4	GENERAL FUND	BUILDING MAINTENANCE	121.56
	PD EVIDENCE RM STORAGE	GENERAL FUND	BUILDING MAINTENANCE	336.67
	PW GATE INTERCOM	GENERAL FUND	BUILDING MAINTENANCE	413.46
	COMM CTR I FAUCET SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	25.22
	CLEANING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	116.18
	PD AC PARTS	GENERAL FUND	BUILDING MAINTENANCE	847.99
	PARKLET STORAGE	GENERAL FUND	ECONOMIC DEVELOPMENT	272.04

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PROJECT TRACKER SUBSCRIPTION	GENERAL FUND	ECONOMIC DEVELOPMENT	540.00
	POD PICK UP	GENERAL FUND	ECONOMIC DEVELOPMENT	130.02
	BUSINESS SPOTLIGHT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	172.48
	SISOEV CHAMBER MIXER	GENERAL FUND	RECREATION ADMINISTRAT	20.00
	CLEANING SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	34.53
	BATTERIES	GENERAL FUND	RECREATION ADMINISTRAT	17.23
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	98.31
	DIRECT TV EOC SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	65.99
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	SPOTIFY MONTHLY FEE	GENERAL FUND	RECREATION ADMINISTRAT	16.99
	MPLC LICENSE 07/24-06/25	GENERAL FUND	RECREATION ADMINISTRAT	739.33
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	21.59
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	15.78
	EVENBRITE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	29.00
	ELLCARD SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	20.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	50.48
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	47.77
	MPLC LICENSE 06/24	GENERAL FUND	RECREATION ADMINISTRAT	67.21
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	48.04
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	9.82
	E NODA LOCC 2024 CONFERENCE	GENERAL FUND	RECREATION ADMINISTRAT	650.00
	SISOEV LOCC 2024 CONFERENCE	GENERAL FUND	RECREATION ADMINISTRAT	725.00
	REC PHONE ICLOUD STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	PRO IMAGE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	108.00
	CONSTANT CONTACTS SUB	GENERAL FUND	RECREATION ADMINISTRAT	342.00
	AQUATICS PRGM SUPPLIES	GENERAL FUND	AQUATICS	74.32
	AQUATICS PRGM SUPPLIES	GENERAL FUND	AQUATICS	83.18
	AQUATICS PRGM SUPPLIES	GENERAL FUND	AQUATICS	113.87
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	14.19
	PARTY PKG SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	83.02
	PARTY PKG SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	13.06
	PARTY PKG SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	72.00
	PARTY PKG SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	13.23
	PARTY PKG SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	23.13
	PARTY PKG SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	48.84
	PARTY PKG SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	13.60
	PARTY PACKAGE SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	34.21
	SOCIAL MEDIA SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	22.58
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	64.50
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	7.64
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	65.04
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	312.90
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	50.18
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	117.88
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	136.37
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	63.26
	REFUND DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	13.30-
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	192.18
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	79.04
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	206.90
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	84.87
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	26.95
	UNITED EXCURSION	GENERAL FUND	DAY CAMP	45.75
	UNITED EXCURSION	GENERAL FUND	DAY CAMP	30.00
	UNITED EXCURSION	GENERAL FUND	DAY CAMP	12.18
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	25.20

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	UNITED PGRM SUPPLIES	GENERAL FUND	DAY CAMP	28.88
	UNITED PGRM SUPPLIES	GENERAL FUND	DAY CAMP	8.17
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	157.13
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	54.45
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	41.66
	DAY CAMP SNACKS	GENERAL FUND	DAY CAMP	210.87
	UNITED TEEN SUPPLIES	GENERAL FUND	DAY CAMP	27.82
	UNITED TEEN SUPPLIES	GENERAL FUND	DAY CAMP	16.36
	UNITED TEEN SUPPLIES	GENERAL FUND	DAY CAMP	21.03
	SUMMER DAY EXCURSION	GENERAL FUND	DAY CAMP	661.83
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	44.76
	DAY CAMP WEEK 4	GENERAL FUND	DAY CAMP	12.90
	DAY CAMP WEEK 4	GENERAL FUND	DAY CAMP	50.20
	DAY CAMP WEEK 4	GENERAL FUND	DAY CAMP	101.48
	DAY CAMP EXCURSIONS	GENERAL FUND	DAY CAMP	1,117.96
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	66.95
	DAY CAMP EXCURSIONS	GENERAL FUND	DAY CAMP	400.00
	DAY CAMP EXCURSIONS	GENERAL FUND	DAY CAMP	1,280.00
	UNITED TEEN PRGM SUPPLIES	GENERAL FUND	DAY CAMP	36.68
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	21.83
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	30.00
	SUMMER DAY PRGM SUPPLIES	GENERAL FUND	DAY CAMP	78.54
	SUMMER DAY PRGM SUPPLIES	GENERAL FUND	DAY CAMP	72.07
	SUMMER DAY PRGM SUPPLIES	GENERAL FUND	DAY CAMP	54.60
	SUMMER DAY PRGM SUPPLIES	GENERAL FUND	DAY CAMP	41.49
	SUMMER DAY EXCURSION	GENERAL FUND	DAY CAMP	1,009.50
	SUMMER DAY EXCURSION	GENERAL FUND	DAY CAMP	1,009.50
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	212.68
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	25.12
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	21.50
	UNITED TEEN PRGM SUPPLIES	GENERAL FUND	DAY CAMP	45.85
	SUMMER DAY SUPPLIES	GENERAL FUND	DAY CAMP	135.55
	SUMMER DAY PKG	GENERAL FUND	DAY CAMP	20.00
	SUMMER DAY PRGM SUPPLIES	GENERAL FUND	DAY CAMP	173.14
	REC ON THE GO SUPPLIES	GENERAL FUND	PLAYGROUNDS	68.01
	REC ON THE GO SUPPLIES	GENERAL FUND	PLAYGROUNDS	161.30
	REC ON THE GO SUPPLIES	GENERAL FUND	PLAYGROUNDS	9.81
	PARK TREATS	GENERAL FUND	PLAYGROUNDS	11.97
	PARK TREATS	GENERAL FUND	PLAYGROUNDS	20.94
	PARK SNACKS	GENERAL FUND	PLAYGROUNDS	59.12
	PARK PRGM EXCURSION	GENERAL FUND	PLAYGROUNDS	226.00
	PARK PRGM EXCURSION	GENERAL FUND	PLAYGROUNDS	439.72
	TRACK FIELD FEES	GENERAL FUND	SPORTS	145.76
	ADULT SOCCER PRIZES	GENERAL FUND	SPORTS	865.33
	YOUTH SOCCER SUPPLIES	GENERAL FUND	SPORTS	117.92
	SOCCER CHAMP AWARDS	GENERAL FUND	SPORTS	325.00
	FOOTBALL MEDALS	GENERAL FUND	SPORTS	59.26
	YOUTH FOOTBALL	GENERAL FUND	SPORTS	54.37
	T-BALL MEDALS	GENERAL FUND	SPORTS	24.24
	T-BALL MEDALS	GENERAL FUND	SPORTS	98.04
	HAND TRUCKS SUPPLIES	GENERAL FUND	SPORTS	323.22
	WHEELS FOR TABLE	GENERAL FUND	SPORTS	51.07
	YOUTH SPORTS TABLE	GENERAL FUND	SPORTS	330.64
	CANOPIES REPLACEMENT	GENERAL FUND	SPORTS	551.14
	WHEEL REPLACEMENT	GENERAL FUND	SPORTS	8.35
	RETURN: TABLE PURCHASE	GENERAL FUND	SPECIAL CLASSES	103.41-

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TABLE PURCHASE	GENERAL FUND	SPECIAL CLASSES	104.37
	TABLE PURCHASE	GENERAL FUND	SPECIAL CLASSES	103.41
	RETURN: TABLE PURCHASE	GENERAL FUND	SPECIAL CLASSES	104.37-
	COMM CTR MAT SVCS	GENERAL FUND	SPECIAL CLASSES	111.79
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	2.00
	COMM CTR MAT SVCS	GENERAL FUND	SPECIAL CLASSES	111.79
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	52.50
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	25.34
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	8.35
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	12.22
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	68.08
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	23.59
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	31.20
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	57.00
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	61.11
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	10.91
	EXERCISE FITNESS CLASS	GENERAL FUND	SPECIAL CLASSES	272.03
	CONTRACT CLASSES SUPPLIES	GENERAL FUND	SPECIAL CLASSES	78.66
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	5.99
	POP UP DOG PARK SUPPLIES	GENERAL FUND	SPECIAL EVENTS	218.48
	MINI FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	96.98
	MINI FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	50.08
	MINI FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	42.76
	MINI FAMILY DAY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	750.00
	DOG PARK EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	39.78
	DOG PARK EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	14.33
	REC ON THE GO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	37.06
	REC ON THE GO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	63.53
	BALLOON SUPPLIES	GENERAL FUND	SPECIAL EVENTS	78.63
	REC ON THE GO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	7.99
	REC ON THE GO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	31.98
	PICKLEBALL PRIZES	GENERAL FUND	SPECIAL EVENTS	42.48
	PICKLEBALL PRIZES	GENERAL FUND	SPECIAL EVENTS	75.04
	PICKLEBALL BACKDROP	GENERAL FUND	SPECIAL EVENTS	104.72
	PICKLEBALL PRIZES	GENERAL FUND	SPECIAL EVENTS	100.00
	PICKLEBALL PRIZES REFUND	GENERAL FUND	SPECIAL EVENTS	75.04
	PICKLEBALL PRIZES	GENERAL FUND	SPECIAL EVENTS	75.04-
	PICKLEBALL ICE	GENERAL FUND	SPECIAL EVENTS	13.09
	PICKLEBALL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	95.26
	SUMMER CONCERT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	49.35
	FIREWORK SUPPLIES	GENERAL FUND	SPECIAL EVENTS	69.73
	FIREWORK SUPPLIES	GENERAL FUND	SPECIAL EVENTS	77.13
	EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	27.00
	OC CHILDREN'S EXPO SPACE	GENERAL FUND	SPECIAL EVENTS	137.16
	DOG PARK SUPPLIES	GENERAL FUND	SPECIAL EVENTS	66.35
	DONATION DRIVE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	391.71
	DONATION DRIVE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	85.81
	DONATION DRIVE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	15.41
	PD EVIDENCE RM PRIMER	GENERAL FUND	CAPITAL PROJECTS	88.67
	POPL TEAMS ANNUAL SUB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,677.60
	COMPUTER SUPPLIES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	282.97
	COMPUTER SUPPLIES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	539.67
	CM IPAD	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,009.11
	CM IPAD SUPPLIES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	129.98
			TOTAL:	52,010.02

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNLIMITED ENVIRONMENTAL, INC	CIP 22/23-04 RETENTION RPT2	GENERAL FUND	NON-DEPARTMENTAL	1,598.07-
	CIP 22/23-04 RPT 2 LATV	GENERAL FUND	CAPITAL PROJECTS	<u>31,961.40</u>
			TOTAL:	30,363.33
VOYAGER FLEET SYSTEMS, INC.	FUEL 07/24	GARAGE FUND	GARAGE	10,228.78
	TAX CREDIT 07/24	GARAGE FUND	GARAGE	<u>386.75-</u>
			TOTAL:	9,842.03
WESTCOR ENVIRONMENTAL INC	COMM CTR I ASBESTOS	GENERAL FUND	BUILDING MAINTENANCE	<u>4,494.00</u>
			TOTAL:	4,494.00
WILLDAN ENGINEERING	CONCRETE SHAVINGS 05/24	GENERAL FUND	STREET MAINTENANCE	225.00
	PW CONSULTANT 05/24	GENERAL FUND	CITY ENGINEER	18,337.50
	CITY ENGINEER 05/24	GENERAL FUND	CITY ENGINEER	10,060.00
	PLAN CHECKING 05/24	GENERAL FUND	CITY ENGINEER	6,400.00
	TRAFFIC ENGINEERING 05/24	GENERAL FUND	CITY ENGINEER	3,500.00
	PLAN CHECK 05/24	GENERAL FUND	CITY ENGINEER	846.00
	LATV BLDG 05/24	GENERAL FUND	CAPITAL PROJECTS	640.00
	2023-24 ST IMPROVEMENTS 05/24	GENERAL FUND	CAPITAL PROJECTS	640.00
	LATV BLDG 05/24	GENERAL FUND	CAPITAL PROJECTS	5,680.00
	2023-24 ST IMPROVEMENTS 05/24	GENERAL FUND	CAPITAL PROJECTS	330.00
	LATV BLDG 05/24	GENERAL FUND	CAPITAL PROJECTS	187.00
	BLOOMFIELD PMRF 05/24	GAS TAX	CAPITAL PROJECTS	2,260.00
	BLOOMFIELD PMRF 05/24	GAS TAX	CAPITAL PROJECTS	1,494.00
	KATELLA AVENUE ST 05/24	MEASURE M	CAPITAL PROJECTS	6,944.50
	COMM CTR ROOF PROJECT 05/24	FACILITY CAPITAL	CAPITAL PROJECTS	640.00
	COMM CTR ROOF PROJECT 05/24	FACILITY CAPITAL	CAPITAL PROJECTS	16,470.00
	COMM CTR ROOF PROJ 05/24	FACILITY CAPITAL	CAPITAL PROJECTS	93.50
	EMERGENCY GENERATOR 05/24	FACILITY CAPITAL	CAPITAL PROJECTS	<u>11,454.00</u>
			TOTAL:	86,201.50
WOODRUFF & SMART, APC	PROSECUTOR SVCS 06/24	GENERAL FUND	CITY ATTORNEY	5,363.50
	GENERAL SVCS 06/24	GENERAL FUND	CITY ATTORNEY	18,733.72
	LITIGATION SVCS 06/24	GENERAL FUND	CITY ATTORNEY	24,918.72
	GENERAL SVCS 06/24	GENERAL FUND	CITY ATTORNEY	<u>590.00</u>
			TOTAL:	49,605.94

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	737,979.47		
20	GAS TAX	3,754.00		
26	MEASURE M	6,944.50		
50	GARAGE FUND	18,407.54		
52	FACILITY CAPITAL EXPENSES	28,657.50		
53	TECHNOLOGY REPLACEMENT	6,455.41		
54	SELF INSURANCE TRUST	27,691.00		
99	POOL CLEARING FUND	230.76		

	GRAND TOTAL:	830,120.18		

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<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
STANFORD SOUND AND STAGE	SUMMER CONCERT 08/08/24	GENERAL FUND	SPECIAL EVENTS	<u>1,750.00</u>
			TOTAL:	1,750.00

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===== FUND TOTALS =====
10  GENERAL FUND                1,750.00
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      GRAND TOTAL:              1,750.00
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	3RD OF JULY TRAFFIC SVCS	GENERAL FUND	NON-DEPARTMENTAL	4,667.00
	3RD OF JULY PKG ENFORCEMENT	GENERAL FUND	NON-DEPARTMENTAL	<u>5,338.50</u>
			TOTAL:	10,005.50
ADAMSON POLICE PRODUCTS	FORD F-150 OUTFITTING	GARAGE FUND	GARAGE	17,784.30
	FORD F-150 OUTFITTING	GARAGE FUND	GARAGE	719.94
	FORD MAVERICK OUTFITTING	GARAGE FUND	GARAGE	<u>5,798.81</u>
			TOTAL:	24,303.05
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 07/07-07/24/24	GENERAL FUND	TRAFFIC	<u>1,935.26</u>
			TOTAL:	1,935.26
AM-TEC TOTAL SECURITY INC.	ADD'L PD SECURITY CAMERAS	GENERAL FUND	BUILDING MAINTENANCE	<u>3,978.52</u>
			TOTAL:	3,978.52
ANDERSON ELECTRICAL & LIGHTING SERVICE	COMM CTR II LIGHTING SVCS	GENERAL FUND	BUILDING MAINTENANCE	<u>2,700.00</u>
			TOTAL:	2,700.00
ANNE E NIETO	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>5,500.00</u>
			TOTAL:	5,500.00
ANNETTE A MCNEIL	QIGONG	GENERAL FUND	SPECIAL CLASSES	<u>244.40</u>
			TOTAL:	244.40
ARAZIA EVENTS LLC	DJ FOR GRAND RE-OPENING 10/24	GENERAL FUND	SPECIAL EVENTS	<u>800.00</u>
			TOTAL:	800.00
AXON ENTERPRISES, INC.	EVIDENCE.COM SUB FY 24/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>11,909.80</u>
			TOTAL:	11,909.80
BARBARA BANNERMAN	YOGA 07/09/24	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA 07/13/24	GENERAL FUND	SPECIAL CLASSES	29.25
	YOGA 07/16/24	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA 07/20/24	GENERAL FUND	SPECIAL CLASSES	29.25
	YOGA 07/23/24	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA 07/27/24	GENERAL FUND	SPECIAL CLASSES	29.25
	YOGA 07/30/24	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA 08/03/24	GENERAL FUND	SPECIAL CLASSES	<u>9.75</u>
			TOTAL:	165.75
BORDIN SEMMER, LLP	KEENAN & ASSOC VS LAUSD #1	SELF INSURANCE TRU	INSURANCE	21,339.36
	KEENAN & ASSOC VS LAUSD #2	SELF INSURANCE TRU	INSURANCE	5,725.00
	WILLIAM HOWARD VS CITY #4	SELF INSURANCE TRU	INSURANCE	<u>184.50</u>
			TOTAL:	27,248.86
BRYCE HAINES	CPR & AED TRAINING	GENERAL FUND	SPECIAL CLASSES	113.75
	CPR & AED TRAINING	GENERAL FUND	SPECIAL CLASSES	<u>55.25</u>
			TOTAL:	169.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD DRAW (1) 07/24	GENERAL FUND	PATROL	<u>147.00</u>
			TOTAL:	147.00
CALIRICA LLC	CONSULTING SVCS 06/24	GENERAL FUND	ADMINISTRATION	2,000.00
	CONSULTING SVCS 07/24	GENERAL FUND	ADMINISTRATION	<u>2,000.00</u>
			TOTAL:	4,000.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CALPERS	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	ADMINISTRATION	15,512.33
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	FINANCE	5,544.71
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	POLICE ADMINISTRATION	24,951.61
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	PATROL	62,343.16
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	INVESTIGATION	17,987.69
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	RECORDS	2,517.03
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	YOUTH SERVICES	3,078.69
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	TRAFFIC	3,165.08
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	K-9 Unit	3,121.26
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	COMMUNITY DEVEL ADMIN	14,836.00
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	PLANNING	2,356.79
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	NEIGHBORHOOD PRESERVAT	869.93
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	STREET MAINTENANCE	6,316.54
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	ECONOMIC DEVELOPMENT	1,099.68
	FY 24/25 PERS UAL PYMT 2	GENERAL FUND	RECREATION ADMINISTRAT	17,678.75
	TOTAL:			181,379.25
CALPERS RETIREMENT	GASB 68 SVC FEE	GENERAL FUND	LOS ALAMITOS TV	1,400.00
			TOTAL:	1,400.00
CARRI FOX	LINE DANCE 07/10/24	GENERAL FUND	SPECIAL CLASSES	46.20
	LINE DANCE 06/26/24	GENERAL FUND	SPECIAL CLASSES	33.60
	LINE DANCE 07/24/24	GENERAL FUND	SPECIAL CLASSES	42.00
	LINE DANCE 07/31/24	GENERAL FUND	SPECIAL CLASSES	37.80
	TOTAL:			159.60
CDW GOVERNMENT, INC.	CITY ADOBE SUITE SUB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	13,837.79
			TOTAL:	13,837.79
CHARLES ABBOTT ASSOCIATES, INC.	WQMP INSPECTIONS 05/24	GENERAL FUND	NPDES	1,740.00
			TOTAL:	1,740.00
CHERYL J. SCHNITZER	LINE DANCE 07/15/24	GENERAL FUND	SPECIAL CLASSES	58.50
	LINE DANCE 07/22/24	GENERAL FUND	SPECIAL CLASSES	9.75
	LINE DANCE 07/29/24	GENERAL FUND	SPECIAL CLASSES	9.75
	TOTAL:			78.00
CIVICPLUS, LLC	CIVICPLUS RENEWAL FY24/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	9,228.16
	CIVICPLUS RENEWAL 06/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,882.67
	TOTAL:			11,110.83
CLINICAL COUNSELING WITH TSELANE	SOUND BATH 07/26/24	GENERAL FUND	SPECIAL CLASSES	27.30
	SOUND BATH 08/09/24	GENERAL FUND	SPECIAL CLASSES	81.90
	TOTAL:			109.20
COLE PRO MEDIA CORP	TRANSPARENCY ADVISING 07/24	GENERAL FUND	LOS ALAMITOS TV	3,000.00
			TOTAL:	3,000.00
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	230.76
			TOTAL:	230.76
COUNTY OF ORANGE TREASURER-TAX	PARKING CITES 07/24	GENERAL FUND	NON-DEPARTMENTAL	3,388.00
	OCATS CIRCUIT & SUPPORT 07/24	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	OC FINGERPRINT AFIS 07/24	GENERAL FUND	COMMUNICATIONS TECHNOL	363.00
	OCSD TECH DIVISION QTR 1	GENERAL FUND	COMMUNICATIONS TECHNOL	7,362.63
	TOTAL:			12,386.96

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DANIELS TIRE SERVICE	PD 48-3 TIRE SVCS 07/16/24	GARAGE FUND	GARAGE	<u>340.37</u>
			TOTAL:	340.37
DARSHINI AITHAL	ART ADVENTURE CAMP	GENERAL FUND	SPECIAL CLASSES	333.45
	CARTOON DESIGN CAMP	GENERAL FUND	SPECIAL CLASSES	<u>441.35</u>
			TOTAL:	774.80
DATA TICKET, INC.	CITATION CHARGES 06/24	GENERAL FUND	NEIGHBORHOOD PRESERVAT	<u>130.00</u>
			TOTAL:	130.00
DOUGLAS WOOD	REISSUE: LATV BROADCAST SV	LOS ALAMITOS TV	LOS ALAMITOS TV	<u>2,225.00</u>
			TOTAL:	2,225.00
ERIN CHOI	SILVER SPOON RING CLASS	GENERAL FUND	SPECIAL CLASSES	<u>58.50</u>
			TOTAL:	58.50
EVENT NEWS ENTERPRISE	ELECTION IN ENGLISH	GENERAL FUND	ADMINISTRATION	300.00
	ELECTION IN SPANISH	GENERAL FUND	ADMINISTRATION	300.00
	ELECTION IN KOREAN	GENERAL FUND	ADMINISTRATION	300.00
	ELECTION IN VIETNAMESE	GENERAL FUND	ADMINISTRATION	300.00
	NOTICE OF OFFICES & NOMINATIONS	GENERAL FUND	ADMINISTRATION	<u>150.00</u>
			TOTAL:	1,350.00
FACILITRON INC	SPECIAL EVENT RENTAL FY23/24	GENERAL FUND	NON-DEPARTMENTAL	1,779.05
	YOUTH FIELD RENTAL FY23/24	GENERAL FUND	SPORTS	34.09
	WINTER/SPRING RENTAL FY23/24	GENERAL FUND	SPORTS	<u>3,721.83</u>
			TOTAL:	5,534.97
FEDEX	DNA TO DOJ 07/24	GENERAL FUND	RECORDS	<u>20.20</u>
			TOTAL:	20.20
FIRE SERVICE CORP.	FIRE EXTINGUISHER MAINT FY 23/24	GENERAL FUND	BUILDING MAINTENANCE	<u>1,641.90</u>
			TOTAL:	1,641.90
GANAHL LUMBER COMPANY	GRASS NAILS CHERRY SIDEWALK	GENERAL FUND	STREET MAINTENANCE	158.37
	MUSEUM PAINTING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	<u>237.32</u>
			TOTAL:	395.69
GEORGE HILLS COMPANY, INC.	LIABILITY SVC FEE 07/24	SELF INSURANCE TRU	INSURANCE	1,458.33
	LIABILITY SVC FEE 08/24	SELF INSURANCE TRU	INSURANCE	1,458.33
	LIABILITY ADMIN FEE 24/25	SELF INSURANCE TRU	INSURANCE	3,000.00
	LIABILITY MAINT FEE 24/25	SELF INSURANCE TRU	INSURANCE	<u>500.00</u>
			TOTAL:	6,416.66
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER 07-08/24	GENERAL FUND	STREET MAINTENANCE	2,457.86
	GOLDEN STATE WATER 06/24	GENERAL FUND	STREET MAINTENANCE	144.96
	GOLDEN STATE WATER 06/24	GENERAL FUND	STREET MAINTENANCE	266.26
	GOLDEN STATE WATER 07-08/24	GENERAL FUND	PARK MAINTENANCE	1,221.89
	GOLDEN STATE WATER 07-08/24	GENERAL FUND	BUILDING MAINTENANCE	<u>1,394.02</u>
			TOTAL:	5,484.99
GRIFFIN STRUCTURES INC	PRGM MGMT SVCS 07/24	GENERAL FUND	CAPITAL PROJECTS	<u>20,200.00</u>
			TOTAL:	20,200.00
HARDY & HARPER	CIP 22/23-06 ST IMPROVEMENT	GENERAL FUND	NON-DEPARTMENTAL	<u>10,182.73</u>
			TOTAL:	10,182.73

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HARRIS & ASSOCIATES INC	LAMPSON PROJECT 07/24	GENERAL FUND	NON-DEPARTMENTAL	<u>7,023.75</u>
			TOTAL:	7,023.75
HINDERLITER, DE LLAMAS & ASSOCIATES	SALES TAX SVCS Q2	GENERAL FUND	FINANCE	<u>906.99</u>
			TOTAL:	906.99
HEMOCOURT EDGE BASKETBALL LLC	HCE 07/09/24	GENERAL FUND	SPECIAL CLASSES	32.00
	HCE 07/11/24	GENERAL FUND	SPECIAL CLASSES	32.00
	HCE 07/23/24	GENERAL FUND	SPECIAL CLASSES	16.00
	HCE 07/25/24	GENERAL FUND	SPECIAL CLASSES	64.00
	HCE 07/30/24	GENERAL FUND	SPECIAL CLASSES	32.00
	HCE 08/01/24	GENERAL FUND	SPECIAL CLASSES	16.00
	BALL HANDLING & SHOOTING	GENERAL FUND	SPECIAL CLASSES	348.00
	HCE TRIPLE BUNDLE	GENERAL FUND	SPECIAL CLASSES	488.00
	BASKETBALL RUN	GENERAL FUND	SPECIAL CLASSES	56.00
	TOTAL ATTACK SERIES SKILLS	GENERAL FUND	SPECIAL CLASSES	336.00
	HCE TRAVEL BALL	GENERAL FUND	SPECIAL CLASSES	<u>140.00</u>
			TOTAL:	1,560.00
IEEE	WAREHOUSE RENT 08/24	GENERAL FUND	NON-DEPARTMENTAL	7,251.21
	WAREHOUSE RENT 08/24	GENERAL FUND	NON-DEPARTMENTAL	4,748.79
	WAREHOUSE LEASE 09/24	GENERAL FUND	NON-DEPARTMENTAL	7,013.77
	WAREHOUSE LEASE 09/24	GENERAL FUND	NON-DEPARTMENTAL	<u>4,986.23</u>
			TOTAL:	24,000.00
INTELESYS ONE	SHORTEL PHONE LICENSE RENEWAL TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE			<u>1,306.35</u>
			TOTAL:	1,306.35
INTERCARE HOLDING INSURANCE SERVICES	ADMIN CLAIM FEES 07/24	SELF INSURANCE TRU	INSURANCE	1,211.50
	ADMIN CLAIM FEES 08/24	SELF INSURANCE TRU	INSURANCE	<u>1,211.50</u>
			TOTAL:	2,423.00
IRVING MONTENEGRO JR.	SU24 TUITION REIMBURSEMENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>2,430.00</u>
			TOTAL:	2,430.00
K&S AIR CONDITIONING, INC.	COUNCIL CHAMBERS AC REPAIR	GENERAL FUND	BUILDING MAINTENANCE	311.25
	OUTSIDE FAN MOTOR AC REPAIR	GENERAL FUND	BUILDING MAINTENANCE	<u>1,170.00</u>
			TOTAL:	1,481.25
KEVIN & VICKY GARRETT TENNIS, INC.	PEEWEE TENNIS SESSION 1	GENERAL FUND	SPECIAL CLASSES	178.10
	YOUTH TENNIS SESSION 1	GENERAL FUND	SPECIAL CLASSES	274.30
	YOUTH INT. TENNIS SESSION 1	GENERAL FUND	SPECIAL CLASSES	<u>306.15</u>
			TOTAL:	758.55
KIDZ TALENT ACADEMY	KIDDIE CHEER & DANCE	GENERAL FUND	SPECIAL CLASSES	136.50
	KIDDIE GYMNASTICS & TRAINING	GENERAL FUND	SPECIAL CLASSES	497.25
	GYMNASTICS & TUMBLING	GENERAL FUND	SPECIAL CLASSES	<u>143.65</u>
			TOTAL:	777.40
KONICA MINOLTA	PD COPIER LEASE 07/24	GENERAL FUND	POLICE ADMINISTRATION	<u>211.20</u>
			TOTAL:	211.20
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	PD MONTHLY MAINT 07/24	GENERAL FUND	POLICE ADMINISTRATION	<u>249.99</u>
			TOTAL:	249.99
KONICA MINOLTA PREMIER FINANCE	CH II COPIER LEASE FY 24/25	GENERAL FUND	LOS ALAMITOS TV	1,048.46

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>1,048.46</u>
KYA SERVICES LLC	CIP 23/24-06 RETENTION	GENERAL FUND	NON-DEPARTMENTAL	1,085.21-
	CIP# 23/24-06 ROOF REPAIR	GENERAL FUND	CAPITAL PROJECTS	<u>21,704.26</u>
			TOTAL:	<u>20,619.05</u>
LIEBERT CASSIDY WHITMORE	GENERAL SVCS 07/24	GENERAL FUND	CITY ATTORNEY	1,380.00
	GENERAL SVCS 07/24	GENERAL FUND	CITY ATTORNEY	1,144.00
	GENERAL SVCS 07/24	GENERAL FUND	CITY ATTORNEY	1,892.00
	GENERAL SVCS 07/24	GENERAL FUND	CITY ATTORNEY	<u>578.50</u>
			TOTAL:	<u>4,994.50</u>
LISA HALL & ASSOCIATES, INC.	SPANISH TRANSLATOR SVCS	GENERAL FUND	ADMINISTRATION	120.00
	KOREAN TRANSLATOR SVCS	GENERAL FUND	ADMINISTRATION	155.00
	VIETNAMESE TRANSLATOR SVCS	GENERAL FUND	ADMINISTRATION	<u>135.00</u>
			TOTAL:	<u>410.00</u>
LOS ALTOS TROPHY	OFFICE NAME PLATES (5)	GENERAL FUND	ADMINISTRATION	<u>91.77</u>
			TOTAL:	<u>91.77</u>
MAD SCIENCE	CRAZY CHEMWORKS	GENERAL FUND	SPECIAL CLASSES	367.25
	PRESCHOOL SCIENCE LAB	GENERAL FUND	SPECIAL CLASSES	266.50
	NASA JR. ASTRONAUTS	GENERAL FUND	SPECIAL CLASSES	<u>737.75</u>
			TOTAL:	<u>1,371.50</u>
MISC. VENDOR	MARY ALVAREZ:REFUND	GENERAL FUND	NON-DEPARTMENTAL	164.00
MARY ALVAREZ	SEYMOUR HELLIGAR:REFUND	GENERAL FUND	NON-DEPARTMENTAL	<u>150.00</u>
SEYMOUR HELLIGAR			TOTAL:	<u>314.00</u>
MOLLY H. KNOX	BALANCE & FITNESS 06/24	GENERAL FUND	SPECIAL CLASSES	210.00
	BALANCE & FITNESS 07/24	GENERAL FUND	SPECIAL CLASSES	<u>350.00</u>
			TOTAL:	<u>560.00</u>
MOVIES BY KIDS-O.C.	SPECIAL EFFECTS CLASS	GENERAL FUND	SPECIAL CLASSES	760.50
	MINECRAFT MOVIES	GENERAL FUND	SPECIAL CLASSES	<u>874.25</u>
			TOTAL:	<u>1,634.75</u>
MV CHENG ASSOCIATES, INC.	FINANCE CONSULTANT 07/24	GENERAL FUND	FINANCE	<u>8,075.00</u>
			TOTAL:	<u>8,075.00</u>
NATIONAL PLANT SERVICES INC	CATCH BASIN CLEANING 06/24	GENERAL FUND	STREET MAINTENANCE	<u>7,050.00</u>
			TOTAL:	<u>7,050.00</u>
NEWPORT EXTERMINATING	YC - RODENT CTRL 03/26/24	GENERAL FUND	BUILDING MAINTENANCE	60.00
	YC - RODENT CTRL 05/28/24	GENERAL FUND	BUILDING MAINTENANCE	60.00
	CH - PEST CTRL 06/25/24	GENERAL FUND	BUILDING MAINTENANCE	175.00
	YC - RODENT CTRL 06/25/24	GENERAL FUND	BUILDING MAINTENANCE	60.00
	CH - RODENT CTRL 06/25/24	GENERAL FUND	BUILDING MAINTENANCE	<u>60.00</u>
			TOTAL:	<u>415.00</u>
NORM'S AUTOMOTIVE CENTER, INC.	PD 48-2 VEHICLE SVCS 07/11/24	GARAGE FUND	GARAGE	148.04
	PD-12 A/C SVCS 07/24/24	GARAGE FUND	GARAGE	<u>105.53</u>
			TOTAL:	<u>253.57</u>
ORANGE COUNTY JUMPERS LLC	TRUNK OR TREAT INFLATABLES	GENERAL FUND	NON-DEPARTMENTAL	1,250.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,250.00
ORANGE COUNTY SANITATION DISTRICT	CONNECTION FEES QTR4	GENERAL FUND	NON-DEPARTMENTAL	9,401.98
	BLDG PERMITS QTR4	GENERAL FUND	NON-DEPARTMENTAL	470.10
			TOTAL:	8,931.88
ORANGE COUNTY TRAINING MANAGER'S ASSOC	OCTMA DUES FY 24/25	GENERAL FUND	COMMUNITY OUTREACH	100.00
			TOTAL:	100.00
OUR LOS AL	TV STATION MGMT SVCS 07/24	LOS ALAMITOS TV	LOS ALAMITOS TV	2,083.33
			TOTAL:	2,083.33
PLAY-WELL TEKNOLOGIES	LEGO ENGINEERING CLASS	GENERAL FUND	SPECIAL CLASSES	718.25
	LEGO ENGINEERING CLASS	GENERAL FUND	SPECIAL CLASSES	574.60
	LEGO ENGINEERING CLASS	GENERAL FUND	SPECIAL CLASSES	708.50
			TOTAL:	2,001.35
PROFORMA SURF CITY PROMO	2024 MAYOR'S COINS	GENERAL FUND	COMMUNITY DEVEL ADMIN	704.00
			TOTAL:	704.00
PTS COMMUNICATIONS	PAYPHONE SVCS 08/24	GENERAL FUND	LOS ALAMITOS TV	43.00
			TOTAL:	43.00
QUADIENT LEASING USA, INC	LEASE PYMT 09/24-12/24	GENERAL FUND	LOS ALAMITOS TV	706.62
			TOTAL:	706.62
RCS INVESTIGATIONS & CONSULTING, LLC	I.A INVESTIGATION	GENERAL FUND	POLICE ADMINISTRATION	9,900.00
			TOTAL:	9,900.00
RED WING BUSINESS ADVANTAGE ACCT	PW WORK BOOTS	GENERAL FUND	STREET MAINTENANCE	523.12
			TOTAL:	523.12
REDFLEX TRAFFIC SYSTEMS, INC.	RED LIGHT CAMERAS 07/24	GENERAL FUND	TRAFFIC	21,772.18
			TOTAL:	21,772.18
REVELESUSA, LLC	BACKGROUND - O'CONNELL	GENERAL FUND	NON-DEPARTMENTAL	1,450.00
			TOTAL:	1,450.00
RK SPORTS LLC	SOCCER & TBALL COMBO	GENERAL FUND	SPECIAL CLASSES	726.70
	SOCCER & TBALL COMBO	GENERAL FUND	SPECIAL CLASSES	1,171.95
			TOTAL:	1,898.65
SIR SPEEDY PRINTING, SIGNS, MARKETING	SERVE LOS AL BROCHURES	GENERAL FUND	NON-DEPARTMENTAL	1,138.93
	SENIOR EXPO BANNERS	GENERAL FUND	NON-DEPARTMENTAL	228.89
	SENIOR EXPO SIGNS (13)	GENERAL FUND	NON-DEPARTMENTAL	567.12
	SENIOR EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	206.29
	DS INFO BOOTH SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	49.16
	BANNERS YOUTH VBALL (5)	GENERAL FUND	SPORTS	381.14
	CELEBRATE LOS AL BANNERS	GENERAL FUND	SPECIAL EVENTS	305.02
			TOTAL:	2,876.55
SITEONE LANDSCAPE SUPPLY	SUPPLIES FOR KATELLA BACKFLOW	GENERAL FUND	PARK MAINTENANCE	122.01
	SUPPLIES FOR KATELLA BACKFLOW	GENERAL FUND	PARK MAINTENANCE	83.85
			TOTAL:	205.86
SOCA ARTS	PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	891.15

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	562.90
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	<u>382.85</u>
			TOTAL:	1,836.90
SOUTHERN CALIFORNIA EDISON	SOCAL EDISON 05/24-06/24	GENERAL FUND	STREET MAINTENANCE	20,331.07
	SOCAL EDISON 07/24	GENERAL FUND	STREET MAINTENANCE	17,196.11
	FY 23/24 SOCAL EDISON 06/24	GENERAL FUND	STREET MAINTENANCE	84.50
	FY 24/25 SOCAL EDISON 07/24	GENERAL FUND	STREET MAINTENANCE	211.91
	SOCAL EDISON 05/24-06/24	GENERAL FUND	PARK MAINTENANCE	381.52
	SOCAL EDISON 05/24-06/24	GENERAL FUND	PARK MAINTENANCE	333.66
	SOCAL EDISON 07/24	GENERAL FUND	PARK MAINTENANCE	64.48
	SOCAL EDISON 07/24	GENERAL FUND	PARK MAINTENANCE	47.72
	FY 23/24 SOCAL EDISON 06/24	GENERAL FUND	PARK MAINTENANCE	24.95
	FY 23/24 SOCAL EDISON 06/24	GENERAL FUND	PARK MAINTENANCE	2.94
	FY 23/24 SOCAL EDISON 06/24	GENERAL FUND	PARK MAINTENANCE	12.74
	FY 24/25 SOCAL EDISON 07/24	GENERAL FUND	PARK MAINTENANCE	62.69
	FY 24/25 SOCAL EDISON 07/24	GENERAL FUND	PARK MAINTENANCE	10.07
	FY 24/25 SOCAL EDISON 07/24	GENERAL FUND	PARK MAINTENANCE	57.33
	SOCAL EDISON 05/24-06/24	GENERAL FUND	BUILDING MAINTENANCE	67.65
	CH SOCAL EDISON 05/24-06/24	GENERAL FUND	BUILDING MAINTENANCE	4,749.80
	PD SOCAL EDISON 05/24-06/24	GENERAL FUND	BUILDING MAINTENANCE	13,281.83
	SOCAL EDISON 07/24	GENERAL FUND	BUILDING MAINTENANCE	12.75
	CH SOCAL EDISON 07/24	GENERAL FUND	BUILDING MAINTENANCE	1,241.28
	PD SOCAL EDISON 07/24	GENERAL FUND	BUILDING MAINTENANCE	<u>3,207.66</u>
			TOTAL:	61,382.66
ST. NICK'S	WELCOME TO LOS AL BANNER (36)	GENERAL FUND	ECONOMIC DEVELOPMENT	4,400.78
	HONORING WHO SERVED BANNER	GENERAL FUND	ECONOMIC DEVELOPMENT	4,400.78
	"SHIELDS" BANNER (36)	GENERAL FUND	ECONOMIC DEVELOPMENT	4,400.78
	MY CITY MY LOS AL BANNER (36)	GENERAL FUND	ECONOMIC DEVELOPMENT	4,400.78
	BANNER INSTALLATION (144)	GENERAL FUND	ECONOMIC DEVELOPMENT	14,804.80
	LEGENDARY SERIES BANNER (36)	GENERAL FUND	ECONOMIC DEVELOPMENT	4,194.99
	BANNER INSTALLATION (36)	GENERAL FUND	ECONOMIC DEVELOPMENT	<u>3,906.99</u>
			TOTAL:	40,509.90
SUSAN SAXE-CLIFFORD, PH.D.	PSYCHOLOGICAL EXAM O'CONNELL	GENERAL FUND	NON-DEPARTMENTAL	450.00
	PSYCHOLOGICAL EXAM BENNET	GENERAL FUND	NON-DEPARTMENTAL	<u>450.00</u>
			TOTAL:	900.00
THE COUNSELING TEAM INTERNATIONAL	MONTHLY CONTRACT SVCS 08/24	GENERAL FUND	POLICE ADMINISTRATION	<u>1,100.00</u>
			TOTAL:	1,100.00
THE RINKS - LAKEWOOD ICE	LEARN TO SKATE CLASS	GENERAL FUND	SPECIAL CLASSES	57.85
	LEARN TO SKATE CLASS	GENERAL FUND	SPECIAL CLASSES	170.30
	LEARN TO SKATE CLASS	GENERAL FUND	SPECIAL CLASSES	<u>57.85</u>
			TOTAL:	286.00
THOMSON REUTERS - WEST	ONLINE SOFTWARE 07/24	GENERAL FUND	INVESTIGATION	<u>375.42</u>
			TOTAL:	375.42
TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING SVCS 08/24	GENERAL FUND	ADMINISTRATION	4,000.00
	GRANT WRITING 08/24	GENERAL FUND	ADMINISTRATION	<u>2,000.00</u>
			TOTAL:	6,000.00
TRAILER'S UNLIMITED	TRAILER OUTFITTING	GARAGE FUND	GARAGE	<u>9,433.01</u>
			TOTAL:	9,433.01

WARRANTS 08/07/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TRIPEPI, SMITH & ASSOCIATES, INC	BALLOT OUTREACH 08/24	GENERAL FUND	ADMINISTRATION	7,913.75
			TOTAL:	7,913.75
TRUTH BE TOLD POLYGRAPH, LLC	PRE-EMPLOYMENT POLYGRAPH (3)	GENERAL FUND	NON-DEPARTMENTAL	600.00
			TOTAL:	600.00
VERSATERM PUBLIC SAFETY US, INC	NEXTGEN SUB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	16,700.00
			TOTAL:	16,700.00
WAVELL SHOWCASE & FIXTURE, INC	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	12,062.00
	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	4,428.00
			TOTAL:	16,490.00
WEBSTER'S REMOVAL SERVICES	BEEHIVE REMOVAL 07/11/24	GENERAL FUND	STREET MAINTENANCE	485.00
	LITTLE COTTONWOOD BEE REMOVAL	GENERAL FUND	STREET MAINTENANCE	285.00
			TOTAL:	770.00
WILLDAN ENGINEERING	PW CONSULTANT 06/24	GENERAL FUND	CITY ENGINEER	21,225.00
	PW SUPERVISOR TEMP 06/24	GENERAL FUND	CITY ENGINEER	4,275.00
	CITY ENGINEER 06/24	GENERAL FUND	CITY ENGINEER	12,486.00
	CITY ENGINEER 06/24	GENERAL FUND	CITY ENGINEER	12,122.75
	TRAFFIC ENGINEER 06/24	GENERAL FUND	CITY ENGINEER	2,960.00
	PLAN CHECK 06/24	GENERAL FUND	CITY ENGINEER	1,222.00
	CITYWIDE SIGN INVENTORY 06/24	GENERAL FUND	CITY ENGINEER	566.25
	LATV BLDG 06/24	GENERAL FUND	CAPITAL PROJECTS	1,280.00
	23-24 ST IMPROVEMENTS 06/24	GENERAL FUND	CAPITAL PROJECTS	1,280.00
	LATV BLDG 06/24	GENERAL FUND	CAPITAL PROJECTS	12,727.50
	23-24 ST IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	5,695.50
	LATV BLDG 06/24	GENERAL FUND	CAPITAL PROJECTS	187.00
	PINE STREET DESIGN 06/24	GENERAL FUND	CAPITAL PROJECTS	794.75
	BLOOMFIELD PMRF 06/24	GAS TAX	CAPITAL PROJECTS	1,388.00
	BLOOMFIELD PMRF 06/24	GAS TAX	CAPITAL PROJECTS	994.00
	KATELLA AVE 06/24	MEASURE M	CAPITAL PROJECTS	6,560.00
	COMM CTR ROOF PROJECT 06/24	FACILITY CAPITAL	CAPITAL PROJECTS	1,280.00
	COMM CTR ROOF PROJECT 06/24	FACILITY CAPITAL	CAPITAL PROJECTS	20,887.00
	EMERGENCY GENERATOR 06/24	FACILITY CAPITAL	CAPITAL PROJECTS	460.00
			TOTAL:	108,390.75
YING LIU	PORTRAIT WORKSHOP 07/15/24	GENERAL FUND	SPECIAL CLASSES	58.50
	PORTRAIT WORKSHOP 07/20/24	GENERAL FUND	SPECIAL CLASSES	68.25
	PORTRAIT WORKSHOP 07/27/24	GENERAL FUND	SPECIAL CLASSES	78.00
	PORTRAIT WORKSHOP 08/03/24	GENERAL FUND	SPECIAL CLASSES	97.50
			TOTAL:	302.25

WARRANTS 08/21/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====				
10	GENERAL FUND			629,307.22
20	GAS TAX			2,382.00
26	MEASURE M			6,560.00
28	LOS ALAMITOS TV			4,308.33
50	GARAGE FUND			34,330.00
52	FACILITY CAPITAL EXPENSES			22,627.00
53	TECHNOLOGY REPLACEMENT			54,864.77
54	SELF INSURANCE TRUST			36,088.52
99	POOL CLEARING FUND			230.76

	GRAND TOTAL:			790,698.60

Retirees Medical Reimbursement

Date: August 1, 2024

Number of Transactions: 16

Total Batch: \$11,072.20

Payroll 08/02/2024

-----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	39.46	13.40	870.34	
10-511 City Manager/ City Clerk	43,655.76	32,812.80	0.00	0.00	10,842.96	4,729.72	9,327.01	29,599.03	
10-512 Finance	14,254.33	10,098.90	53.60	2995.50	1,106.33	1228.41	1832.29	11,193.63	
10-521 Police Administration	31,372.81	20,809.97	0.00	9,742.84	820.00	5,673.31	5,891.31	19,808.19	
10-522 Police- Patrol	82,166.32	59,876.20	12,694.98	5,026.62	4,568.52	14,626.46	11,924.93	55,614.93	
10-523 Police- Investigation	15,988.71	12,842.49	496.26	963.11	1,686.85	3,640.22	3,050.98	9,297.51	
10-524 Police- Records	10,202.20	7,190.12	0.00	649.08	2,363.00	965.21	1,164.84	8,072.15	
10-526 Police- Community Outreach	1,857.24	0.00	0.00	0.00	1,857.24	69.65	122.14	1,665.45	
10-527 Police-Youth Programs	5,708.04	4,235.20	761.08	0.00	711.76	993.01	792.64	3,922.39	
10-528 Police- Traffic	8,692.45	3839.20	316.74	0.00	4,536.51	797.33	1070.68	6,824.44	
10-531 Development Services- Administration	32,216.10	22,050.50	0.00	7,515.39	2,650.21	3,903.70	5,853.03	22,459.37	
10-532 Development Services- Planning	3,713.20	3,683.20	0.00	0.00	30.00	340.59	773.53	2,599.08	
10-533 Development Services- Neighborhood Preservation	5,836.40	2,822.40	0.00	352.10	2,661.90	352.70	708.79	4,774.91	
10-542 Development Services- Street Maintenance	20,677.09	15,612.40	365.41	3,228.40	1,470.88	2,818.41	2,285.58	15,573.10	
10-544 Development Services- Facility Maintenance	2,469.80	2,444.80	0.00	0.00	25.00	400.37	96.43	1,973.00	
10-545 Economic Development	6,128.43	5,963.20	135.23	0.00	30.00	709.39	368.46	5,050.58	
10-551 Recreation Administration	49,188.55	34,829.10	0.00	6,971.22	7,388.23	6,187.54	7,192.52	35,808.49	
10-556 Recreation- Sports	50,798.98	0.00	0.00	603.18	50,195.80	1905.00	3,165.87	45,728.11	
10-557 Special Classes									
TOTALS	\$385,849.61	\$240,033.68	\$14,823.30	\$38,047.44	\$92,945.19	\$49,380.48	\$55,634.43	\$280,834.70	
REGULAR INPUT: 157 MANUAL INPUT: 0 CHECK STUB COUNT: 3 DIRECT DEPOSIT STUB COUNT: 154									

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$46,907.25	\$36,021.57
State Taxes	Employee	\$14,170.02	
ICMA	Employee	\$4,940.40	
PD Association	Employee	\$1,448.66	
Local Employees Assoc	Employee	\$400.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$5,148.68	\$2,574.34
PERS Deferred Comp	Employee	\$1,705.76	
PERS	Employee/ Employer	\$68,635.35	\$27,404.96
AFLAC	Employee	\$90,243.02	
PERS Medical	Employee/ Employer	\$690.88	
Delta Dental PPO	Employer	\$4,622.40	
Delta Dental HMO	Employer	\$479.99	
VSP Vision	Employer	\$1,128.63	
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$242,111.04	\$66,000.87
			\$54,690.41

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5245.83	\$237,272.48	125	I-125	\$937.00		FED W/H	\$ 339,703.07	\$ 36,021.57	
PTRG	3470.45	\$63,277.87	129	I-129	\$192.31		ST WH CA	\$ 339,703.07	\$ 14,170.02	
PHEO	89.75	\$2,787.89	AFP	AFLPT	\$167.22		MEDI	\$ 375,372.51	\$ 5,442.84	\$ 5,442.84
HOL	10.00	\$300.50	CMP	CLOAN	\$48.08					
ALWP	40.00	\$2,761.20	CS1	CS-C0	\$230.76					
OT	10.75	\$554.24	DC2	DCPR	\$100.00					
OTS	131.14	\$12,991.06	DCI	DCICM	\$2,195.00					
STBY	16.00	\$1,278.00	DCM	DCICM		\$2,174.00				
CAR	0.00	\$750.00	DCN	DCNW	\$1,590.00					
CELL	0.00	\$1,200.00	DCP	DCPRS	\$1,605.76					
PPHC	0.00	\$2,476.24	DD1	DPP01		\$396.00				
MEDR	0.00	\$8,275.00	DD2	DPP02		\$253.80				
SPAS	0.00	\$2,071.04	DD3	DPP03		\$634.50				
SPSK	0.00	\$138.06	DD4	DDMO1		\$46.26				
OCWD	0.00	\$250.00	DD5	DDMO2		\$41.67				
OCWE	0.00	\$160.00	DD6	DDMO3		\$102.75				
UNIF	0.00	\$225.00	DI%	DCI%	\$107.07					
UN12	0.00	\$75.00	DIS	DISAF	\$178.22					
FTO	0.00	\$152.54	DLI	DCLIC	\$464.33					
RTRO	0.00	\$1,661.64	LEA	LAEAD	\$400.00					
ADML	116.00	\$9,114.41	LIF	LIFE	\$259.68					
COMP	42.66	\$1,767.61	LTD	A LTD	\$104.21					
EAU	6.00	\$359.04	MED	MDINS	\$9,372.88	\$30,135.22				
EAA	72.00	\$0.00	PBB	PRSB	\$481.97					
COMA	98.13	\$0.00	PN1	PEPME	\$8,173.08					
FLHO	25.50	\$1,062.70	PN2	PEPMR		\$8,299.65				
SICK	336.49	\$13,943.36	PN3	PEPSE	\$9,044.42					
VAC	154.16	\$11,800.32	PN4	PEPSR		\$9,051.03				
POST4	0.00	\$110.00	POS	POAS	\$1,448.66					
POST6	0.00	\$300.00	PR0	PRM8	\$2,827.60					
POST7	0.00	\$3,042.84	PR2	PRSMR		\$10,442.42				
POST8	0.00	\$386.57	PR4	PRSSR		\$13,437.29				
RTBS	0.00	\$5,000.00	PR5	PRSB4	\$1,175.21					
BILI	0.00	\$250.00	PR6	PRSAF	\$2,496.72					
HOT	0.00	\$55.00	PR7	PRMB4	\$666.00					
			PR8	PRMAF	\$1,721.09					
			PR9	PRSCC	\$754.70					
			RTP	RT-PT	\$2,574.34	\$2,574.34				
			SUR	SURVI	\$64.17					
			VS1	VIS1		\$122.36				
			VS2	VIS2		\$68.67				
			VS3	VIS3		\$164.64				
Totals	\$ 9,864.86	\$385,849.61			\$ 49,380.48	\$ 77,944.60		\$ 55,634.43	\$ 5,442.84	

Payroll 08/16/2024

-----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	39.46	13.40	870.34	
10-511 City Manager/ City Clerk	66,346.13	29,966.89	0.00	32,161.92	4,217.32	4,636.92	7,945.57	53,763.64	
10-512 Finance	14,026.83	12,415.50	116.83	678.90	815.60	1220.88	1827.15	10,978.80	
10-521 Police Administration	31,252.81	19,641.90	0.00	10,910.91	700.00	5,673.31	5,857.38	19,722.12	
10-522 Police- Patrol	91,596.21	51,452.48	16,803.23	13,451.56	9,888.94	14,651.47	13,612.18	63,332.56	
10-523 Police- Investigation	20,232.45	10,266.70	0.00	3,538.90	6,426.85	3,604.46	4,603.11	12,024.88	
10-524 Police- Records	10,277.00	7,839.20	0.00	0.00	2,437.80	973.27	1,173.33	8,130.40	
10-526 Police- Community Outreach	1,193.94	0.00	0.00	0.00	1,193.94	44.77	21.46	1,127.71	
10-527 Police-Youth Programs	5,658.89	4,076.38	861.93	158.82	561.76	972.39	782.56	3,903.94	
10-528 Police- Traffic	9,800.44	3551.26	2903.68	287.94	3,057.56	741.87	1890.88	7,167.69	
10-531 Development Services- Administration	39,708.95	22,027.30	0.00	15,030.30	2,651.35	3,907.63	9,203.60	26,597.72	
10-532 Development Services- Planning	3,683.20	3,683.20	0.00	0.00	0.00	340.59	763.43	2,579.18	
10-533 Development Services- Neighborhood Preservation	5,747.36	2,822.40	0.00	352.10	2,572.86	349.36	697.16	4,700.84	
10-542 Development Services- Street Maintenance	22,577.88	18,955.14	0.00	1,896.86	1,725.88	2,986.06	2,454.24	17,137.58	
10-544 Development Services- Facility Maintenance	2,469.80	2,444.80	0.00	0.00	25.00	400.37	96.43	1,973.00	
10-545 Economic Development	5,963.20	5,963.20	0.00	0.00	0.00	709.39	341.26	4,912.55	
10-551 Recreation Administration	48,710.78	37,855.80	112.69	4,245.00	6,497.29	6,177.20	7,081.31	35,452.27	
10-556 Recreation- Sports	45,675.39	0.00	0.00	440.20	45,235.19	1712.84	2,724.36	41,238.19	
10-557 Special Classes									
TOTALS	\$425,844.46	\$233,885.35	\$20,798.36	\$83,153.41	\$88,007.34	\$49,142.24	\$61,088.81	\$315,613.41	

REGULAR INPUT: 158 MANUAL INPUT: 0 CHECK STUB COUNT: 4 DIRECT DEPOSIT STUB COUNT: 154

Payroll 08/16/2024

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$48,108.25	\$35,918.41
State Taxes	Employee	\$19,003.44	
ICMA	Employee	\$3,721.20	
PD Association	Employee	\$1,448.66	
LosAl Employees Assoc	Employee	\$400.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$4,585.88	\$2,292.94
PERS Deferred Comp	Employee	\$1,705.76	
PERS	Employee/ Employer	\$68,690.23	\$27,451.32
AFLAC	Employee		\$41,238.91
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		\$149,253.42	\$65,662.67
			\$55,721.69

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5092.34	\$231,124.15	125	I-125	\$937.00		FED W/H	\$ 379,936.16	\$ 35,918.41	
PTRG	3167.25	\$57,668.79	129	I-129	\$192.31		ST WH CA	\$ 379,936.16	\$ 19,003.44	
PHEO	56.25	\$1,760.84	AFP	AFLPT	\$167.22		MEDI	\$ 415,367.36	\$ 6,166.96	\$ 6,022.88
ALWP	40.00	\$2,761.20	CMP	CLOAN	\$48.08					
OT	4.50	\$229.52	CS1	CS-C0	\$230.76					
OTS	195.50	\$18,825.12	DC2	DCPR	\$100.00					
STBY	20.00	\$1,743.72	DCI	DCICM	\$2,195.00					
MOT	0.00	\$188.89	DCM	DCICM		\$958.00				
CAR	0.00	\$750.00	DCN	DCNW	\$1,590.00					
PPHC	0.00	\$2,752.41	DCP	DCPRS	\$1,605.76					
MEDR	0.00	\$8,125.00	DD1	DPP01		\$396.00				
SPAS	0.00	\$2,071.04	DD2	DPP02		\$253.80				
SPSK	0.00	\$138.06	DD3	DPP03		\$634.50				
OCWD	0.00	\$350.00	DD4	DDMO1		\$53.97				
OCWE	0.00	\$200.00	DD5	DDMO2		\$41.67				
UNIF	0.00	\$250.00	DD6	DDMO3		\$102.75				
UN12	0.00	\$75.00	DI%	DCI%	\$103.87					
FTO	0.00	\$107.90	DIS	DISAF	\$178.22					
RTRO	0.00	\$140.00	DLI	DCLIC	\$464.33					
ADML	85.50	\$5,282.79	LEA	LAEAD	\$400.00					
COMP	82.33	\$2,960.83	LIF	LIFE	\$259.68					
EAU	81.00	\$4,567.32	LTD	A LTD	\$104.21					
EAA	6.00	\$0.00	MED	MDINS	\$9,372.88	\$30,580.95				
COMA	102.00	\$0.00	PBB	PRSB	\$481.97					
FLHO	22.16	\$1,392.66	PN1	PEPME	\$8,339.80					
SICK	231.28	\$9,783.37	PN2	PEPMR		\$8,468.95				
VAC	409.17	\$22,282.44	PN3	PEPSE	\$8,988.14					
POST7	0.00	\$3,042.84	PN4	PEPSR		\$8,994.70				
POST8	0.00	\$386.57	POS	POAS	\$1,448.66					
POSI	240.00	\$29,316.00	PRO	PRM8	\$2,737.68					
POVA	80.00	\$7,568.00	PR2	PRSMR		\$10,262.36				
RTBS	0.00	\$10,000.00	PR4	PRSSR		\$13,512.90				
			PR5	PRSB4	\$1,175.21					
			PR6	PRSAF	\$2,521.63					
			PR7	PRMB4	\$666.00					
			PR8	PRMAF	\$1,721.09					
			PR9	PRSCC	\$754.70					
			RTP	RT-PT	\$2,292.94	\$2,292.94				
			SUR	SURVI	\$65.10					
			VS1	VIS1		\$127.68				
			VS2	VIS2		\$68.67				
			VS3	VIS3		\$164.64				
Totals	\$ 9,915.28	\$425,844.46			\$ 49,142.24	\$ 76,914.48		\$ 61,088.81	\$ 6,022.88	

Payroll 08/30/2024

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	923.20	923.20	0.00	0.00	0.00	34.60	13.40	875.20	
10-511 City Manager/ City Clerk	34,603.02	28,832.14	0.00	4,105.20	1,665.68	3,723.46	5,751.66	25,127.90	
10-512 Finance	14,643.05	11,643.30	428.76	1451.10	1,119.89	1059.61	1945.80	11,637.64	
10-521 Police Administration	30,552.80	28,169.49	0.00	2,383.31	0.00	4,447.04	5,940.40	20,165.36	
10-522 Police- Patrol	87,924.24	64,371.63	14,348.03	4,976.42	4,228.16	12,699.38	15,076.77	60,148.09	
10-523 Police- Investigation	12,814.83	9,361.60	470.39	0.00	2,982.84	1,993.44	2,276.37	8,545.02	
10-524 Police- Records	10,302.20	6,490.80	0.00	1348.40	2,463.00	759.87	1,177.20	8,365.13	
10-526 Police- Community Outreach	2,277.33	0.00	0.00	0.00	2,277.33	85.40	203.43	1,988.50	
10-527 Police-Youth Programs	5,208.03	4,444.00	541.83	0.00	222.20	1002.53	628.27	3,577.23	
10-528 Police- Traffic	8,669.85	2399.50	184.50	1439.70	4,646.15	801.44	1039.10	6,829.31	
10-531 Development Services- Administration	31,590.07	25,800.36	0.00	3,689.24	2,100.47	3,029.17	5,709.75	22,851.15	
10-532 Development Services- Planning	3,683.20	3,637.16	0.00	46.04	0.00	340.59	763.43	2,579.18	
10-533 Development Services- Neighborhood Preservation	5,747.36	2,822.40	0.00	0.00	2,924.96	349.36	697.16	4,700.84	
10-542 Development Services- Street Maintenance	20,556.18	19,063.02	0.00	607.28	885.88	2,001.00	2,313.41	16,241.77	
10-544 Development Services- Facility Maintenance	2,469.80	2,444.80	0.00	0.00	25.00	210.40	126.15	2,133.25	
10-545 Economic Development	5,963.20	5,740.75	0.00	222.45	0.00	464.01	374.26	5,124.93	
10-551 Recreation Administration	45,671.82	34,862.48	0.00	7,362.33	3,447.01	5,156.43	6,437.63	34,077.76	
10-556 Recreation- Sports	20,058.10	0.00	0.00	223.78	19,834.32	752.18	1,001.74	18,304.18	
10-557 Special Classes									
TOTALS	\$343,658.28	\$251,006.63	\$15,973.51	\$27,855.25	\$48,822.89	\$38,909.91	\$51,475.93	\$253,272.44	

REGULAR INPUT: 146

MANUAL INPUT: 0

CHECK STUB COUNT: 3

DIRECT DEPOSIT STUB COUNT: 143

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$43,241.65	\$32,218.98
State Taxes	Employee	\$13,201.64	
ICMA	Employee	\$3,226.90	
PD Association	Employee	\$1,448.66	
LosAl Employees Assoc	Employee	\$400.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$2,919.44	\$1,459.72
PERS Deferred Comp	Employee	\$1,705.76	
PERS	Employee/ Employer	\$68,432.59	\$27,348.51
AFLAC	Employee		
PERS Medical	Employee/ Employer		
Delta Dental PPO	Employer		
Delta Dental HMO	Employer		
VSP Vision	Employer		
Standard Self Admin	Employee/ Employer	\$2,152.15	
Standard Life Optional	Employee	\$510.80	
TOTALS		\$138,829.59	\$61,027.21
			\$52,566.47

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5288.84	\$245,484.23	125	I-125	\$913.77		FED W/H	\$ 307,882.12	\$ 33,218.98	
PTRG	1791.33	\$37,004.55	129	I-129	\$192.31		ST WH CA	\$ 307,882.12	\$ 13,201.64	
PHEO	89.42	\$2,778.17	AFP	AFLPT	\$167.22		MEDI	\$ 342,577.29	\$ 5,055.31	\$ 4,967.36
ABST	45.00	\$0.00	CMP	CLOAN	\$48.08					
ALWP	80.00	\$5,522.40	CS1	CS-C0	\$230.76					
OT	8.00	\$428.76	DC2	DCPR	\$100.00					
OTS	155.31	\$14,852.41	DCI	DCICM	\$2,395.00					
STBY	8.00	\$692.34	DCN	DCICM	\$1,590.00					
PPHC	0.00	\$2,476.24	DCP	DCNW	\$1,605.76					
SKIL	0.00	\$111.10	DI%	DCPRS	\$103.87					
SPAS	0.00	\$1,859.28	DIS	DPPO1	\$178.22					
SPSK	0.00	\$138.06	DLI	DPPO2	\$728.03					
OCWD	0.00	\$350.00	LEA	DPPO3	\$400.00					
OCWE	0.00	\$200.00	PBB	DDMO1	\$481.97					
UNIF	0.00	\$250.00	PN1	DDMO2	\$8,246.98					
UNI2	0.00	\$75.00	PN2	DDMO3		\$8,374.70				
FTO	0.00	\$151.08	PN3	DCI%	\$9,003.01					
ADML	101.00	\$6,221.67	PN4	DISAF		\$9,009.58				
COMP	14.33	\$889.07	POS	DCLIC	\$1,448.66					
EAU	12.00	\$621.24	PRO	LAEAD	\$2,737.68					
EAA	66.00	\$0.00	PR2	LIFE		\$10,262.35				
COMA	80.75	\$0.00	PR4	A LTD		\$13,437.45				
FLHO	19.00	\$836.58	PR5	MDINS	\$1,175.21					
SICK	96.54	\$4,272.63	PR6	PRSB	\$2,496.77					
VAC	369.00	\$15,014.06	PR7	PEPME	\$666.00					
POST7	0.00	\$3,042.84	PR8	PEPMR	\$1,721.09					
POST8	0.00	\$386.57	PR9	PEPSE	\$754.70					
			RTP	PEPSR	\$1,459.72	\$1,459.72				
			SUR	POAS	\$65.10					

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Monday, August 19, 2024

1. CALL TO ORDER

The City Council met in Regular Session at 6:00 p.m., Monday, August 19, 2024, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Nefulda presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Craig Covey, Orange County Fire Authority, Chief
Michael S. Daudt, City Attorney
Craig Koehler, Finance Director
Nolan McGaughy, OCFA Captain
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk/Dir. of Communications
Chelsi Wilson, Administrative Services Manager

2. PLEDGE OF ALLEGIANCE

Council Member Doby led the Pledge of Allegiance.

3. INVOCATION

Mayor Pro Tem Hasselbrink gave the Invocation.

4. PRESENTATIONS

A. Presentation of a Certificate to Joe Escalante in Recognition of Being Inducted into the Los Alamitos Museum's Hall of Fame
Mayor Nefulda presented the Certificate. Mr. Escalante spoke briefly.

B. Presentation by the Homeless Liaison Officer (HLO) Providing a City Update
Officer Mirzadeh provided an update regarding the Homeless Liaison Officer.

5. 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 Nefulda opened Oral Communications.

Carol Churchill spoke in opposition to the charter amendment mailer.

Maggie Marchese, resident, spoke in opposition to comments made during last month regarding City Manager's contract and spoke regarding her positive experiences with and support of staff.

Mr. Marchese, resident, spoke in support of Los Alamitos.

Mayor Nefulda closed Oral Communications.

6. 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 Nefulda spoke regarding the upcoming Senior Expo on August 21, Serve Los Al and Celebrate Los Al on September 14, and Community Center Grand Re-opening and Ribbon Cutting on October 4.

7. 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.

City Manager Simmons stated he would pull item 10A until a later date.

8. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers from July 1, 2024, to July 31, 2024.

Motion/Second: Hibard/Doby

Unanimously Carried: The City Council ratified the Warrants from July 1, 2024, to July 31, 2024, in the amount of \$3,153,627.93.

ROLL CALL

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

9. CONSENT CALENDAR

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

Mayor Pro Tem Hasselbrink pulled item 9G.
Council Member Murphy pulled item 9C.

Motion/Second: Hasselbrink/Hibard

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

A. Approval of Minutes (Administration)

Approved the City Council Regular Adjourned minutes of July 22, 2024.

B. Designation of Voting Delegate and Alternate for the League of California Cities' 2024 Annual Conference & Expo (Administration)

The League of California Cities Annual Conference & Expo will be held in Long Beach, California from October 16-18, 2024. The League is requesting City Council designation of a Voting Delegate to the Annual Business Meeting. This item is for Council designation of a Voting Delegate and Alternate.

The City Council:

1. Appointed Mayor Jordan Nefulda to serve as the City's Voting Delegate for the League of California Cities 2024 Annual Business Meeting; and,
2. Appointed Mayor Pro Tem Shelley Hasselbrink to serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

D. Treasurer's Quarterly Investment Report - June 2024 (Finance)

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

The City Council received and filed the Treasurer's Quarterly Investment Report – June 2024.

E. 2023 Annual Military Equipment Report (Police)

Assembly Bill 481 requires any law enforcement agency that maintains, acquires, and/or uses “military equipment,” as defined by statute, to obtain the approval, by ordinance, of the agency’s governing body. Further, any local agency governing body that has approved such an ordinance must review that ordinance annually and vote whether to renew such ordinance.

The City Council adopted Resolution No. 2024-34, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, RENEWING ORDINANCE NO. 2022- 04, AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING AND APPROVING LOS ALAMITOS POLICE DEPARTMENT POLICY 709 MILITARY EQUIPMENT USE POLICY, IN COMPLIANCE WITH CALIFORNIA ASSEMBLY BILL NO. 481 (AB 481)".

F. Orange County Grand Jury Report - Law Enforcement’s Response to Mental Health Calls for Service (Police)

Response to the May 30, 2024, Orange County Grand Jury Report titled, Law Enforcement’s Response to Mental Health Calls for Service.

The City Council:

1. Approved the attached response to the Orange County Grand Jury report titled "Law Enforcement’s Response to Mental Health Calls for Service".
2. Authorized the Mayor to sign the response letter on behalf of the City Council.

H. Orange County Grand Jury Report - Talking Trash: Recyclables and Organic Waste (Development Services)

The 2023-2024 Orange County Grand Jury (OCGJ) investigated how Orange County jurisdictions comply with the requirements and goals of the State of California Senate Bill 1383, which affects single-family residential units. The investigation is documented through a 2023-2024 Orange County Grand Jury report titled “Talking Trash: Recyclables and Organic Waste.” The report revealed that the approaches to meeting Senate Bill 1383’s requirements vary greatly from jurisdiction to jurisdiction. To maintain compliance with Penal Code 933.05(a) and (b), the Orange County Grand Jury requires responses from each of the agencies affected by the report’s findings, which includes the City of Fountain Valley, the Orange County Board of Supervisors, and thirty-two (32) other Orange County cities.

The presiding judge of the Superior Court must receive a response to each of the Grand Jury report findings and recommendations by September 10,

2024. City staff is seeking approval to respond to the Orange County Grand Jury.

The City Council:

1. Approved the attached response to the 2023-2024 Orange County Grand Jury Report titled "Talking Trash: Recyclables and Organic Waste."
2. Authorized the Mayor to sign the response letter on behalf of the City Council.

I. Award of Bid to Hardy & Harper, Inc. for the Street Improvements on Various Streets FY 2022-2023 Project (CIP No. 23/24-03) (Development Services)

This item recommends the awarding of a bid to begin the Street Improvements on Various Streets FY 2022-2023 Project (CIP No. 23/24-03). The City proposes to grind and overlay and slurry seal various residential streets throughout the City as part of the ongoing commitment to the pavement management program.

The City Council:

1. Awarded contract to Hardy & Harper, Inc., for construction for the Street Improvements on Various Streets FY 2022-2023 Project (CIP No. 23/24-03) project in the amount of \$1,405,000.00; and,
2. Authorized the Mayor to execute the contract with Hardy & Harper, Inc. for the Street Improvements on Various Streets FY 2022-2023 Project (CIP No. 23/24-03) project; and,
3. Authorized the City Manager to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$179,000.

J. Award of Bid to Cat Tracking, Inc. for the Lexington Drive Traffic Calming, Visibility Improvement, and Parking Marking Modifications (CIP No. 23/24-09) (Development Services)

This item recommends the award of a bid to begin the installation of the Lexington Drive Traffic Calming, Visibility Improvement, and Parking Marking Modifications Project.

The City Council:

1. Awarded contract for construction for the Lexington Drive Traffic Calming, Visibility Improvement, and Parking Marking Modifications

Project (CIP No. 23/24-09) to Cat Tracking, Inc. for \$19,950; and,

2. Authorized the Mayor to execute the contract with Cat Tracking, Inc., for the Lexington Drive Traffic Calming, Visibility Improvement, and Parking Marking Modifications Project (CIP No. 23/24-09); and,
3. Authorized the City Manager to add work and execute change orders in the amount not to exceed the contingency reserve of 20% or \$3,990.

K. Award of Bid to Buckley Building, Inc. for the Los Alamitos Police Department Vehicle Canopy Project (CIP No. 23/24-07) (Development Services)

This item recommends awarding a bid to Buckley Building, Inc., DBA Outdoor Shade Concepts to begin the Los Alamitos Police Department Vehicle Canopy Project (CIP No. 23/24-07).

The City Council:

1. Awarded of contract for the Los Alamitos Police Department Vehicle Canopy Project (CIP No. 23/24-07) for \$95,240 to Buckley Building, Inc., DBA Outdoor Shade Concepts;
2. Authorized the Mayor to execute the contract with Buckley Building, Inc., DBA Outdoor Shade Concepts for the Los Alamitos Police Department Vehicle Canopy Project (CIP No. 23/24-07); and,
3. Authorized the City Manager to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$9,524.

L. Approval of the Request for Bids (RFB) 2025-01 and Authorization to Bid for On-Call Services for Hardscape Maintenance (Development Services)

This item facilitates the solicitation of bids to provide On-Call Services for Hardscape Maintenance citywide.

The City Council:

1. Approved the Request for Bids (RFB) 2025-01 and Authorization to Bid for On-Call Services for Hardscape Maintenance in an amount not to exceed \$200,000; and,
2. Authorized staff to advertise and solicit bid proposals.

End of Consent Calendar

Items Pulled from Consent Calendar

C. Resolution No. 2024-14 – City Council Handbook (2024 Edition) (Administration)

For the Council's consideration is the City Council Handbook. The handbook highlights and enhances usability, relevance, and effectiveness in supporting Council Members in their roles.

City Council and Staff discussed the following:

- Council adopted policy for action minutes
- Clarification regarding the dress code policy
- Enforcement would not lead to disqualification in voting
- If there were violations, the discussion would come back to the council as a whole for a motion or censure
- Handbook provides guidelines and courtesy measures for Council to use their best judgment
- Council communication with Staff is to flow through the City Manager

Ms. Churchill requested to make a comment. Mayor Nefulda advised public comment period had closed.

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council adopted Resolution No. 2024-14, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE COUNCIL MEMBER HANDBOOK (2024 EDITION)".

G. Orange County Grand Jury Report - E-Bikes Friends or Foe (Police)

Response to the June 20, 2024, Orange County Grand Jury Report titled, "E-bikes Friend or Foe."

Mayor Pro Tem Hasselbrink requested and received an update on E-Bikes from Chief Claborn.

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council:

1. Approved the response to the Orange County Grand Jury report titled "E- bikes Friend or Foe".
2. Authorized the Mayor to sign the response letter on behalf of the City Council.

10. DISCUSSION ITEM

A. **Salary Schedule Clean-Up Changes for Non-Represented, California Teamsters 911, and Part-Time Employees (Administration)**

This report seeks consideration to approve the various Salary Schedule clean-up changes to the Non-Represented Employees, California Teamsters 911, and Part-Time Employees.

City Manager Simmons tabled this item to a future date.

Recommendation:

1. Adopt Resolution No. 2024-35, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND UPDATING THE EXECUTIVE MANAGEMENT AND NON-REPRESENTED EMPLOYEES SALARY SCHEDULE" and,
2. Adopt Resolution No. 2024-36, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, AMENDING AND UPDATING THE SALARY SCHEDULE FOR CALIFORNIA TEAMSTERS LOCAL 911," and,
3. Adopt Resolution No. 2024-37, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND UPDATING THE CITY OF LOS ALAMITOS PART-TIME HOURLY RATE SCHEDULE"

11. COUNCIL ANNOUNCEMENTS

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

Council Member Doby spoke regarding attendance at Coffee with a Cop, the Association of California Cities—Orange County (ACC-OC) Legislative Roundtable; Congresswoman Steele's Nonprofit of Distinctions Awards; a check presentation ceremony by Congresswoman Steele for Laurel Park; ACC-OC briefing on electric helicopters at John Wayne Airport; Concert in the Park at Orville Lewis, and the Orange County Mosquito and Vector Control Board policy and board meetings; she requested Library Renovation information be added to the City's website; and spoke of the upcoming Nites on Pine.

Council Member Hibard spoke regarding ownership discrepancies with the Parkwood Homeowners Association; attendance at the Coffee with a Cop; Association of California Cities—Orange County (ACC-OC) Legislative

Roundtable; Orange County Fair Welcome Dinner; Chamber of Commerce Breakfast; Congresswoman Steele's Nonprofit of Distinctions Awards; ACC-OC briefing on electric helicopters at John Wayne Airport; a check presentation ceremony by Congresswoman Steele for Laurel Park; Concert in the Park in the Highlands; and, Rotary Annual Fishing Derby. She encouraged residents to reach out to her.

Council Member Murphy spoke regarding attendance at the Rotary Annual Fishing Derby, Orange County Fair Welcome Dinner, Association of California Cities—Orange County (ACC-OC) Legislative Roundtable, and a check presentation ceremony by Congresswoman Steele for Laurel Park.

Mayor Pro Tem Hasselbrink spoke regarding attendance at Congresswoman Steele's Nonprofit of Distinctions Awards, a check presentation ceremony by Congresswoman Steele for Laurel Park, Concern in the Park at Cottonwood, and Celebration of Life for former Council Member Leon Sjostrom.

Mayor Nefulda spoke regarding his attendance at the Orange County Sanitation Board meeting and advised that he had attended similar events as his colleagues. He stated his support for Concerts in the Park and looked forward to attending future community events.

12. ADJOURNMENT

The City Council adjourned at 7:23 p.m. to Monday, September 23, 2024, at 6:00 p.m.

Jordan B. Nefulda, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 23, 2024

ITEM NUMBER: 10B

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Emeline Noda, Director of Recreation & Community Services

Subject: Support to Strengthen and Stabilize California's Homeowners and Commercial Property Insurance Market

SUMMARY

The insurance market in California is experiencing significant turmoil. Major carriers have stopped issuing new homeowners and commercial property insurance policies, reducing coverage options for consumers. This trend is negatively affecting homeowners and business owners throughout Orange County and the State.

RECOMMENDATION

Approve Resolution No. 2024-38, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE CALIFORNIA INSURANCE COMMISSIONER, STATE LEGISLATURE, AND THE GOVERNOR TAKE EMERGENCY ACTION TO STRENGTHEN AND STABILIZE CALIFORNIA'S MARKETPLACE FOR HOMEOWNERS AND COMMERCIAL PROPERTY INSURANCE".

BACKGROUND

Homeowners Insurance has become a critical problem in Orange County communities and across the State of California experiencing frequent drops from insurance providers and unsustainable rate hikes. On Tuesday, August 13, 2024 the Orange County Board of Supervisors unanimously passed a resolution urging the State to take immediate emergency action. Recently an Orange County city, Yorba Linda, passed a similar resolution. Orange County residents are struggling to obtain necessary insurance coverage, making it critical for us to join in calling for urgent action.

This is not an issue unique to our City or County; recently, the San Bernardino County Board of Supervisors adopted a resolution urging the Insurance Commissioner, State Legislature, and Governor to take immediate action. By supporting this resolution, the City can contribute to a collective effort to address the insurance crisis in California, ensuring better coverage and stability for all residents.

DISCUSSION

The Orange County Council of Governments (OCCOG) supports the attached resolution urging the California Insurance Commissioner, the State Legislature, and the Governor to take emergency action to strengthen and stabilize California's insurance marketplace and is

requesting Orange County cities to adopt the attached resolution.

This action is crucial to protecting the economic well-being of Orange County residents and ensuring the stability of the housing and commercial property markets.

FISCAL IMPACT

None.

Attachment: 1. Resolution No. 2024-38 - Property Insurance Support

RESOLUTION NO. 2024-38

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REQUESTING THE CALIFORNIA INSURANCE COMMISSIONER, STATE LEGISLATURE, AND THE GOVERNOR TAKE EMERGENCY ACTION TO STRENGTHEN AND STABILIZE CALIFORNIA'S MARKETPLACE FOR HOMEOWNERS AND COMMERCIAL PROPERTY INSURANCE

WHEREAS, in 1988, California voters enacted Proposition 103, which established a robust set of consumer protections designed to keep insurance rates fair and affordable and to ensure a competitive marketplace; and,

WHEREAS, last year, two of the State's largest insurance carriers, representing over 27 percent of the admitted insurance market in California, announced they would stop issuing new homeowners and commercial property insurance policies in California; several others, representing more than another 36 percent of the market, announced plans to limit new policy origination; and,

WHEREAS, the reduction of insurance options in the State has a direct negative effect on consumer access to coverage: in all parts of the State, homeowners, business owners, and farmers are now unable to obtain new insurance policies from the admitted insurance market; and,

WHEREAS, access to insurance allows existing homeowners to protect what is for many their largest and most important asset, and empowers homebuyers to secure a mortgage for a home that can build generational wealth, but a scarcity of options may freeze real estate transactions and slow or stop the rate of new housing development, including attached dwelling units like affordable housing projects, apartments, and condominiums, exacerbating the State's critical housing shortage; and,

WHEREAS, Californians who cannot obtain coverage from the admitted market are forced to apply for protection through the California Fair Access to Insurance Requirements (FAIR) Plan, a state-established risk pool intended to operate as California's insurer of last resort providing temporary coverage as consumers pursue insurance in the traditional market; and,

WHEREAS, the collapsing admitted-provider market has caused steadily increasing enrollment in the FAIR Plan over the past five years, threatening the ongoing stability of the plan, putting even this safety net at dire risk; and,

WHEREAS, policy decisions have placed Californians' homes and businesses at risk of catastrophic loss that can only be prevented by stabilizing the homeowners insurance and commercial property insurance markets while providing rates that remain fair and affordable to consumers, and maintaining the ongoing viability of the FAIR Plan, which provides a vital safety net to Californians whose policies are nonrenewed and to

homebuyers who cannot secure a mortgage without insurance; and,

WHEREAS, the California Insurance Commissioner has released draft regulations to address this immediate crisis but the Little Hoover Commission hearing on March 28, 2024 reports that reforms “will not go into effect until at least 2026, and it may take a few years after that for the market to react... this timeline, of course could be delayed further if lawsuits by any party, including insurers or consumers, were to occur”; and,

WHEREAS, the California Insurance Commissioner has broad authority under the Insurance Code to adopt emergency regulations to promote the public welfare, including under sections 1861.01, 1861.05, and 1861.055 to adopt emergency regulations governing the prior approval process for insurance rate change applications, and to adopt emergency regulations under section 11346.1 of Government Code and section 12921.7 of the Insurance Code.

NOW, THEREFORE, BE IT RESOLVED BY THE LOS ALAMITOS CITY COUNCIL, AS FOLLOWS:

SECTION 1. The Insurance Commissioner, State Legislature, and the Governor are requested to declare a state of emergency and take immediate emergency regulatory and legislative action to strengthen and stabilize California’s marketplace for homeowners insurance and commercial property insurance. The Commissioner, Legislature, and Governor must consider the following goals in crafting an appropriate regulatory response:

- a. Expand coverage choices for all consumers, particularly in underserved areas of the State.
- b. Improve the efficiency, speed, and transparency of the California Department of Insurance’s rate approval process.
- c. Tailor the rate approval process to account for all factors necessary to promote a robust, competitive insurance marketplace, including through potential revisions to the way catastrophe risks, reinsurance costs, and other legitimate insurer costs are accounted for.
- d. Maintain the long-term availability of homeowners and commercial property insurance coverage.
- e. Maintain the solvency of the FAIR Plan to protect its policyholders and promote long-term resiliency in the face of extreme weather events, including by identifying mechanisms to reduce its share of the overall market in underserved areas and move its customers into the admitted insurance market.

SECTION 2. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day of September 2024.

Jordan B. Nefulda, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 23rd day of September, 2024, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 23, 2024

ITEM NUMBER: 10C

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Notice of Completion (NOC) for the Community Center Divider Wall Replacement Project (RFB No. 22/23-07)

SUMMARY

Following a competitive bidding process, the City of Los Alamitos hired a contractor to purchase and install a new divider wall for the Community Center Divider Wall Replacement Project (RFB No. 22/23-07). Staff recommends that the Council accept the work as completed and direct filing of the Notice of Completion.

RECOMMENDATION

1. Accept as complete the construction by 3M Construction Corporation for the Community Center Divider Wall Replacement Project (RFB No. 22/23-07); and,
2. Authorize the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office.

BACKGROUND

The Los Alamitos Community Center provides the general public with various programs and rental opportunities. Throughout the week, the rooms are heavily used for classes and, on the weekends, utilized for facility rentals and events. The pervious divider wall iwas over 40 years old and is inoperable. A new divider wall with more advanced technology and lighter materials provides more space and allows staff to offer more services. Creating two rooms from one large room enables the Community Center to be more flexibility in scheduling programs and events offered to the public.

DISCUSSION

Work on this project is now complete and found acceptable by the Building and Safety Department. Staff recommends acceptance of the work in conjunction with the processing of the Notice of Completion/Final Report.

FISCAL IMPACT

The Capital Improvement Project (CIP) - RFB No. 22/23-07 was approved for fiscal year 2022-2023 and was included in the CIP project list for fiscal year 2023-2024. The project had a total funding budget of \$86,730.00 with the following breakdown of funding sources:

Budget Fiscal Year	Source	Amount
2022-23	Acct. No. 25.570.5503.2306	\$86,760.00

The project included removing the old divider wall, purchasing a new divider wall, and installing. Funding for this project was provided through the General Fund - Special Revenue—Building Improvement Fund Account (25-570-5503.2306).

Attachment: 1. Notice of Completion: Divider Wall

RECORDING REQUESTED BY
AND MAIL TO:

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

No Consideration

SPACE ABOVE THIS LINE FOR RECORDER

NOTICE OF COMPLETION

NO RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

for

Los Alamitos Community Center Divider Wall Replacement Project (RFB No. 22/23-07)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned are owners or corporate officers of the interest or estates stated below in property hereinafter described.
2. The full name of the owner is: City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, CA 90720
3. The work consisted of :

The City of Los Alamitos hired a contractor to purchase and install a new divider wall for the Los Alamitos Community Center. The old divider was not functioning correctly and was made from old and outdated materials. The contractors removed and disposed of the old divider wall and installed a new up to date divider wall that is more functional.

4. The work was completed on 03/22/2024
5. The contractor was: 3M Constuction Corporation

Dated 9/5/2024

Steve Kim, Recreation Supervisor, City of Los Alamitos

VERIFICATION BY CORPORATION OWNER

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I, Steve Kim, Recreation Supervisor of Los Alamitos, a Municipal Corporation, and that he executed the foregoing Notice of the aforesaid interest or estates in the property therein described; and verify on behalf of the City of Los Alamitos; that the contents thereof, and the facts therein stated are true.

Steve Kim, Recreation Supervisor

Dated: 9/5/2024

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 23, 2024

ITEM NUMBER: 10D

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of the Request for Proposals (RFP) No. 2025-02 for the Installation/Upgrade of the City's Access Control System

SUMMARY

This item facilitates the solicitation of proposals to provide services for the installation and/or upgrade of an existing access control system for specified City facilities (RFP No. 2025-02).

RECOMMENDATION

1. Approve the Request for Proposals (RFP No. 2025-02) for the installation/upgrade of the City's Access Control System; and,
2. Authorize Staff to advertise and solicit proposals.

BACKGROUND

Enhancing the City's security is a priority. Implementing advanced access control systems will minimize security risks, ensure proper personnel verification, and restrict access to sensitive departments and confidential information while still allowing public access to designated areas. This project seeks to modernize and upgrade the existing security framework with a modern, reliable, and scalable access control solution to ensure facility operations' safety and efficiency.

The current access control system is outdated, and replacement parts and software upgrades are no longer available. The system is limited to the areas surrounding City Hall 1, City Hall 2, the Council Chamber, and the Police Department building. Community Center 1, Community Center 2, and the Preschool do not have access control systems.

The council approved a request for proposal (RFP) for access control in November 2022, but the award was eventually rejected in 2023. Research and several meetings with vendors have provided staff with additional information on cost, supplies, best practices, etc. Therefore, the request to release a more comprehensive RFP for access control is being sought.

DISCUSSION

The purpose of the Request for Proposal (RFP) is to solicit and select a contractor to provide services for the installation and/or upgrade of the existing access control system for City facilities. Under the direction of the Development Services Department, the selected contractor is expected to provide services in an efficient and professional manner and to provide labor,

tools, equipment, materials, and supplies necessary to complete work in a manner that will meet the City's requirements.

The following is an approximate timeline for awarding of the contract related to access control system:

09/24/2024	Request for Proposal Made Available on BidNet (City's online electronic bidding portal)
10/03/2024 at 10:00 AM	Mandatory Site Visit
10/17/2024 at 3:00 PM	Proposal Due on BidNet
10/21/2024 - 10/31/2024	City Review of Proposals
11/18/2024	City Council Consideration for Awarding

FISCAL IMPACT

Funding for this project has not been budgeted. The award of a contract will come back to the Council with a request for funding to be expended out of the Development Services Budget from Account No. 10.544.5293 for FY 2024-2025.

Attachment: 1. RFP No. 2025-02 - Access Control System Services

City of Los Alamitos



Request for Proposal (RFP) 2025-02

For

ACCESS CONTROL SYSTEM SERVICES IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SEPTEMBER 2024

NOTICE TO PROPOSERS

1. Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Proposals must be received by **3:00 P.M. on October 17, 2024.**

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**NOTICE OF REQUEST FOR PROPOSALS 2025-02
FOR
ACCESS CONTROL SYSTEM SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PUBLIC NOTICE IS HEREBY GIVEN The City of Los Alamitos, California, (City) is requesting proposals from qualified persons, agencies, entities and/or organizations (hereinafter referred to as "Contractor" to provide access control system services. The City seeks access control related services including, but not limited to, equipment, licensing and related implementation services. Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).

Submission Deadline: Proposals will be received up to the hour of 3:00 P.M (Pacific Standard Time) on the 17th day of October 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: 218 663 181 589 Passcode: HhYeWr

Obtaining a Copy of the RFP: A copy of the RFP is available through BidNet Direct (BidNet) online platform. The website address is: <http://cityoflosalamitos.org/517/Bid-Opportunities>.

Submittal of Proposal: Proposals must be prepared on the approved forms in conformance with **INSTRUCTION TO BIDDERS** and must be submitted electronically on BidNet , accessible through the City's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the City's BidNet portal. Contract documents, plans, and specifications if applicable will be available for review on BidNet.

Contact: Questions or Requests for Information (RFIs) or interpretations are due on **October 8, 2024** and shall be submitted on BidNet portal.

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

SECTION I: INSTRUCTION TO BIDDERS

BACKGROUND

The City of Los Alamitos (City) is seeking proposals for the design, installation, and maintenance of a comprehensive access control system to enhance security across multiple City facilities. This project aims to upgrade the existing security infrastructure to provide a modern, reliable, and scalable access control solution that will ensure the safety and efficiency of facility operations. Services are to include the installation of additional controlled access points, the replacement of existing controlled access points, maintenance and administration of upgrades.

This project will include but is not limited to the installation of door controllers, numeric keypads, fob access pads, and the design and installation of a software control system that administers the fobs, fob sensors, door controllers, and access codes used by City staff.

The City of Los Alamitos currently employs a "Keri Doors 32" access control system, used for managing and monitoring access to buildings, offices, and secure areas.

The facility locations include:

- City Hall 1
- City Hall 2
- Community Center
- Council Chamber
- Police Department
- Limited paths of travel within these vicinities

Current State:

- The access control system is located in the server room
- 19 doors currently set up with readers
- System uses Windows Server

1. RFP Timeline

The schedule of key milestones related to the Access Control System Services is as follows:

- | | |
|-------------------------------|---------------------------|
| • Proposal Release Date | September 24, 2024 |
| • Mandatory Site Visit | October 3, 2024, 10:00 AM |
| • Last Day of Questions | October 8, 2024 3:00 PM |
| • Proposal Submittal Due Date | October 17, 2024, 3:00 PM |
| • Council Award of Contract | November 18, 2024 |

2. RFP AND RELEVANT MATERIALS AVAILABILITY & ELECTRONIC BIDDING PORTAL

A copy of the RFP and other Bid Document are available through BidNet Direct (BidNet) online platform. The website address is: <http://cityoflosalamitos.org/517/Bid-Opportunities>.

All relevant materials shall be obtained from BidNet.

3. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITES

Before submitting a proposal, the Respondent must (i) examine the Contract Documents thoroughly; including without limitation the Agreement wherein each of the other Contract Documents is identified; (ii) visit the sites and the locality where the work is to be performed to familiarize themselves with local conditions that may in any manner effect the cost, progress or performance of the work in strict accordance with the Contract Documents; (iii) familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; and (iv) study and carefully correlate Respondent's observations with the Contract Documents.

Reports, if any, of investigations of physical conditions at the work sites or otherwise effecting cost, progress or performance of the work, which have been relied upon by staff in preparing the specifications, are identified in the Scope of Services. Before submitting a proposal, the Respondent shall, at their own expense, make such additional investigations and tests as the Respondent may deem necessary to determine their bid for performance of the work in strict accordance with the Contract Documents.

By submitting a proposal, the Respondent warrants that they have complied with every requirement of this proposal and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

4. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Requests for an interpretation shall be submitted on BidNet portal by October 8, 2024. Interpretations by the City 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 that have registered with the City by way of BidNet portal on a particular project. It is the responsibility of all perspective Respondents to register on the City's BidNet portal (<http://cityoflosalamitos.org/517/Bid-Opportunities>) to ensure receipt of any addendum(a) prior to proposal submittals. Additionally, plans, specifications, bid

document, addendum(a), questions and answers, forms to complete, supplements to construction documents or specifications will be available on the City's BidNet Portal. City makes no guarantee that all Respondents will receive all addenda. All such addenda shall become part of the contract.

5. SUBMITTAL REQUIREMENTS

Proposals must be prepared on the approved forms in conformance with **INSTRUCTION TO BIDDERS** and must be submitted electronically on BidNet, accessible through the City's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective Respondent must first register as a vendor through the City's BidNet portal. Contract documents, plans, and specifications if applicable will be available for review on BidNet.

Successful proposals must include:

- Proposal Coversheet - Attachment A
- Rate and Services Structure Form - Attachment B
- Response to Technical Questions - Attachment C
- Non-Collusion Affidavit – Attachment D

Proposals must fully address all areas requested, contain complete technical submittals, references, and data to verify qualifications and experience and include a statement that the City contract can be executed. Proposals without complete submittal data will be considered non-responsive. As part of the technical proposal, Contractors must evaluate the City's proposal terms and conditions.

Respondents shall respond to the final written RFP and any exhibits, attachments and amendments.

All Respondents shall verify if any addendum for this project has been issued by the City. It is the Respondent's responsibility to ensure that all requirements of contract addendum are included in the Respondent's submittal.

Respondents are required to submit (upload) all items on BidNet. Proposals will be received up to the hour of **3:00 p.m., on the 17th of October, 2024** and will be opened online at that time.

A proposal received after the time set for the proposal opening shall not be considered.

The City 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 Respondent is solely responsible for "on time" submission of their electronic proposal. The City will

only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number. Respondents experiencing any technical difficulties with the proposal submission process may contact BidNet at 1-800-835-4603.

6. 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.

7. RFP AMENDMENTS AND CANCELLATION

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or re-issue the RFP at its sole discretion.

The City reserves the unilateral right to decline to award the contract to any of the Contractors submitting proposals.

8. REJECTION OF PROPOSALS

The City 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 City; which are accompanied by insufficient or irregular bid security; or which are from Respondents who have previously failed to perform properly or to timely complete contracts of any nature. Waiver of one irregularity does not constitute waiver of any other irregularities. Overall responsiveness to the RFP is an important factor in the review process.

9. POSTPONEMENT OF BID OPENING

The City reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced for bid due date.

10. 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.

11. WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn from BidNet by the Respondent. Withdrawal must be made prior to the bid opening hour stipulated. 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 Respondent to submit a new proposal, providing there is time to do so.

12. AWARD OF CONTRACT

It is the intent of the City to award an Agreement in a form approved by the City Attorney, to the selected contractor. The selected contractor will be required to enter into an Agreement with the City based upon the contents of the RFP and the contractor's proposal. The City's standard form of agreement is included as Exhibit A. The Respondent shall carefully review the Agreement and include with their proposal a description of any exceptions requested to the standard contract. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest Respondent. The City Council will approve, as part of the annual budget, an annual agreement amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Community. This work consists of preventative maintenance and repair services as specified in the scope of services and/or Requests for Proposal. Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "facility" as used hereinafter shall be understood to mean the location receiving the service. The use of the words "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

Award will be made to the contractor who best meets the City's requirements for all criteria described in this document.

The contractor shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the Access Control Services agreement, which may be delivered to said party or his representatives on the work.

13. ADDITIONAL CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for completing the specified services in accordance with the City's Access Control Services agreement.

14. PERMITS AND CODES

The Contractor responding to this RFP shall provide animal sheltering and animal control services required by and in accordance with the laws, regulations, ordinances and codes of the State of California, Orange County, and City of Los Alamitos; and in a manner that provides for the protection of persons from wild and dangerous animals while providing humane care and treatment of animals while they are in custody or in contact with field personnel. The City will provide permits at no cost to the Contractor.

15. FIXED FEE AND PRICING

The Contractor shall provide a pricing proposal that is a fixed fee per Animal Control and Sheltering Service.

16. TERM OF AGREEMENT

The term of the agreement is for an initial term of three (3) years with an option to extend for up to three (3) additional two-year extensions by mutual agreement.

17. CITY BUSINESS LICENSE

Contractor must obtain a City business license prior to commencement of any work.

18. EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful Respondent and returned, together with evidence of insurance, within ten (10) calendar days after the notification of the contract award by the City in writing. After execution by the City, one original contract shall be returned to the Contractor.

19. PROPOSAL RESPONSE

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

SECTION II: SCOPE OF SERVICES AND STANDARD OF PERFORMANCE

The following Scope of Services represents the services and responsibilities the successful proposer will be expected to provide and perform. Please indicate the skills, ability, and or/services which distinguish the Contractor to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified. Conversely, requested services or tasks which, in your opinion, should not be included, or are specifically excluded from the proposal, must also be clearly identified.

The final Scope of Services, as may be modified through negotiations and/or by written addendum issued by the City, will be made part of the Agreement with the successful proposer.

1. Access Control System

- a. Install access control on twenty-three (23) doors.
 - i. Provide cables to all doors.
- b. Install controllers on the wall near the switches.
 - i. Use conduit and flex conduit to conceal the cables.
- c. Replace the existing system on eighteen (18) doors.
- d. Add six (6) doors installations in the Police Department.
 - i. Use existing cables when possible and run new cables to the six new doors.
- e. Provide door contacts and devised to the twenty (20) existing access control doors.
 - i. Run cables for the contacts and new devices.
- f. Contractor is to identify issues with existing wiring and notify the City prior to replacement.
- g. All access control doors must have door electrification hardware prior to installation.
- h. New system should have its own new setup – can utilize Windows, Linux, or any other operating system.
 - i. System must run on its own separate network (specific to the readers and controllers).

2. Requirements

- a. The preferred new solution will replace agonistic door controllers and Keri door controllers.
- b. Respondents whose solutions utilize proprietary door controllers are invited to submit a proposal as long as the need for proprietary door controllers is clearly explained.

- c. The new solution will support Dynamic Users and Groups (users can be part of multiple groups).
- d. The new solution will provide failover redundancy.
- e. The new solution will connect to industry standard authentication systems for user on-boarding and off-boarding.
 - i. Report capability for user login/access
 - ii. Access trends
 - iii. Time of access, by hour, day, week
 - iv. Customizable dashboard reporting for all entry and exit points
 - v. Access error information (forced entry, attempted entry, and door prop)
- f. The new solution will provide a web-based interface
- g. Customizable role-based user and administrator rights
- h. Timed auto expiring access codes and fobs
- i. Contractor will provide a dedicated Project Manager
- j. Contractor will provide a single point of contact for all installations. Contractor will provide installation map of hardware and relationships (network topology).
- k. Contractor will provide full documentation and inventory of hardware models, software and Contractorware versions
- l. Contractor will provide post-install as-built plan
- m. Contractor will provide installed site code base (where applicable)
- n. Contractor will provide a 5-year warranty on installation and provided hardware
- o. Contractor will provide a 5-year maintenance/service contract with a defined SLA including response times
- p. Solutions will detect force open and hold open situations.
- q. Contractor will provide Professional Services in order to migrate current system and processes to new solution
- r. Contractor will provide Professional Services in order to train operators and administration

SECTION III: SUBMITTALS

Complete Proposal Submittal Consists of:

1. Proposal Coversheet - Attachment A
2. Rate and Services Structure Form - Attachment B
3. Response to Technical Questions – Attachment C
4. Non-Collusion Affidavit - Attachment D

PROPOSAL COVERSHEET - ATTACHMENT A

A. Company Information

Contractor Name: _____

Physical Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Representative's Email Address: _____

Representative Office Phone # _____

Representative Cell Phone # _____

Company Website Address: _____

Company Type: ☐ Agency ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Date Company was Established: _____

Years of Experience: Respondent has _____ years of experience as a contractor in Access Control Services

B. Acknowledgement & Assurances

(a) Respondent has examined copies of all the Contract Documents, including without limitation the Agreement (Exhibit A) wherein each of the other Contract Documents is identified, and accepts all the terms and conditions thereof.

(b) Respondent proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to complete all work as specified in the Agreement for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

(c) Respondent has examined the site and locality where the work is to be performed and the legal requirements and conditions affecting the cost,

progress and performance of the work in strict accordance with the Contract Documents.

- (d) The cost proposal must include a firm unit price for each Access Control System Services for three (3) years, that incorporates all aspects of the work plan and covers all tasks identified in the Scope of Work.
- (e) It is expected that general, overhead, and administrative costs are included in the monthly fee. It will be assumed that all contingencies and/or anticipated escalations are included.
- (f) Respondent is fully qualified to perform the work.
- (g) The undersigned agrees that the City reserves the right to reject any or all bids and reserves the right to waive informalities in a bid or bids not affected by law, if to do so seems to best serve the public interest.

A signature by a principal or officer having the authority to negotiate and contractually bind and extend the terms of the written proposals is required.

Print Name

Signature of Representative

Company Name

Date

RATE AND SERVICES STRUCTURE FORM - ATTACHMENT B

Rate and Services Structure

For an actual service compensation system, a copy of the Contractor's current rate schedule as relevant to the fee proposal.

Provide the following information as relevant to the fee proposal:

Job Description	
Estimated total hours	
Estimated out-of-pocket expenses	
The hourly rate by staff classification	
The all-inclusive maximum fee and out-of-pocket expenses, which will not be exceeded	
The frequency and timing of the Contractor's billing process	
Cost of additional related services (if applicable)	

Proposal A Schedule Total: \$_____

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.

Proposal Schedule Total (in word):

RESPONSE TO TECHNICAL QUESTIONS FORM - ATTACHMENT C

On a separate paper, please provide brief narrative entitled, "RESPONSE TO TECHNICAL QUESTIONS-ATTACHMENT C" answering questions listed below.

Section 1: Company Experience & Qualification

- a) Provide company experience and qualification to meet the scope of work and standard of performance.
- b) Identify principals of the company.
- c) State company's financial condition and identify any condition (e.g. bankruptcy, pending litigation, planned office closures, merger, etc. that may impede the Respondent from providing services).
- d) Describe your company's experience in providing Access Control Services to like-sized public agencies and/or private companies.
- e) State all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: Personnel

- a) Attach an organizational chart for your company or the local office servicing this contract.
- b) List personnel handling the day-to-day management of the contract. List their certifications, specialty, and licenses.

Section 3: Approach

- a) Describe your approach to the Scope of Services and Standard of Performance and any special ideas, techniques, or suggestions that you think might make the Scope of Services and Standard of Performance implemented smoothly.
- b) Describe your company's ability to address complaints or deficiencies.
- c) Describe your communication plan between your representative and City's representative.
- d) Describe communication within your company.
- e) Describe your employee training program.
- f) Describe your safety program.

Section 4: References

Please list at least five (3) references of current or past contracts within the past five years that are similar in scope or scale. Attached additional pages if necessary. Provide the following information on each one:

- a. Company Name
- b. Customer Contact Name
- c. Phone number
- d. E-mail address
- e. Number of years your contractor has provided Animal Control and Sheltering Services for each reference

NON-COLLUSION AFFIDAVIT - ATTACHMENT D

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 IV: EVALUATION

1. SELECTION CRITERIA

City will review and evaluate all proposals based on the following criteria:

A. Completeness of Proposal

Completeness of proposal. Provided all requested information.

B. Qualification

The responsiveness to the specific needs of the City and an understanding of the services to be provided. Experience, expertise and knowledge particular to the City's needs, in providing services of a similar nature. The methodology for carrying out the tasks described in the proposal. Location of contractor's office/operations and anticipated response time. The skills, education and experience of personnel of the contractor. The contractor's financial stability.

C. Approach

Approach to delivering services including implementation schedule, communication within the construction company, training program, safety program, resolving complaints and deficiencies.

D. Reference Evaluation

Experience in providing services similar to those requested herein; experience working with public agencies; assessment by client references.

E. Reasonableness of Cost and Price

Reasonableness and competitiveness of the contractor's cost proposal. Inclusion of other fees not listed in Rate and Services Structure Form - Attachment B.

SECTION V: EXHIBITS

EXHIBIT A – ACCESS CONTROL SERVICES AGREEMENT

EXHIBIT B - WORKERS' COMPENSATION INSURANCE CERTIFICATE

EXHIBIT C - ENDORSEMENTS TO INSURANCE POLICY

EXHIBIT D - STATEMENT REGARDING INSURANCE COVERAGE

EXHIBIT E – CITY FACILITIES MAP

EXHIBIT A

ACCESS CONTROL SYSTEM SERVICES AGREEMENT

[enter name of contractor]

THIS AGREEMENT FOR ACCESS CONTROL SYSTEM SERVICES (“Agreement”) is made and entered into, to be effective this ____ day of _____ 2024 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and _____, a _____, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide access control system services.

B. In response to City’s formal Request for Proposals No. 2025-02 (RFP), dated _____, 2024, Contractor has submitted to City a written proposal, dated _____, 2024, to provide the desired access control system services.

D. City desires to engage Contractor to provide such access control system services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the _____ Proposal, dated _____, 2024, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RPF No. 2025-02, dated _____; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents,

the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2rd) the RFP, and (3rd) Contractor's Proposal.

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

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

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

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

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

2. COMPENSATION

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

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (45) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for an initial term of three (3) years and may thereafter be extended by mutual written agreement of the Parties for up to three (3) additional two (2) year terms.

4. COORDINATION OF PROJECT SERVICES

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Project Services without prior

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

4.4 Independent Contractor.

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

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

4.4.3 No City benefits shall be available to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Project Services. City shall not be liable for compensation or indemnification to Contractor, its

officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property

damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.10.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of

the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

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

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

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

6. INDEMNIFICATION

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

witness fees and attorneys' fees and other related costs and expenses.

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

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

The Contractor's indemnification obligation shall survive termination of this Agreement.

7. REPORTS AND RECORDS

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

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

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

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Project Services

shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

8.6 Termination for Default of Contractor.

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

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

To City:

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

With copy to:

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

To Contractor:

Name of Contractor
Street
City, State, Zip Code
Email

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

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

Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Jordan B. Nefulda
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Name of Contractor

By: _____
Name
Title

By: _____
Name
Title

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF SERVICES

DATED: _____, 2024

EXHIBIT B
WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE:_____

Contractor

By:_____
Signature

Title

Attest:

By:_____
Signature

Title

EXHIBIT C
ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: _____

Policy Number: _____

Effective Date: _____

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

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and

2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and

3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and

4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.

5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.

6. The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.

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

Authorized Insurance Agent

Date

EXHIBIT D
STATEMENT REGARDING INSURANCE COVERAGE

REQUEST FOR PROPOSAL (RFP) 2025-02
ACCESS CONTROL SYSTEM SERVICES IN THE CITY OF LOS ALAMITOS

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance.

NAME OF BIDDER:_____

MAILING ADDRESS:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

EXHIBIT E
CITY FACILITIES MAP

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 23, 2024

ITEM NUMBER: 10E

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of the Request for Proposals (RFP) 2025-03 and Authorization to Bid for Citywide Traffic Signal Maintenance Services

SUMMARY

This item recommends actions to facilitate soliciting of bids for contractual services for Citywide Traffic Signal Maintenance Services.

RECOMMENDATION

1. Approve the Request for Proposals (RFP) 2025-03 for Citywide Traffic Signal Maintenance; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos maintains and operates 21 traffic signalized intersections. This electrical infrastructure system must be maintained in a safe and efficient manner to ensure the proper operation of the City's transportation system. The City's current contractor, Crosstown Electrical & Data, Inc., provides monthly maintenance as well as emergency on-call services.

DISCUSSION

The purpose of this Request for Proposal (RFP) is to solicit and select a contractor to provide contractual services to augment City staff as it relates to traffic signal maintenance, emergency repair, non-emergency routine maintenance, and new equipment upgrade and installation work. Under the direction of the Development Services Department, the selected contractor would serve in the described capacity.

Once a contractor is selected, a contract will be established for a term that will run for two years, with a maximum of two – 2 year extensions. The following is an approximate timeline for the awarding of the contract related to Citywide Traffic Signal Maintenance Services:

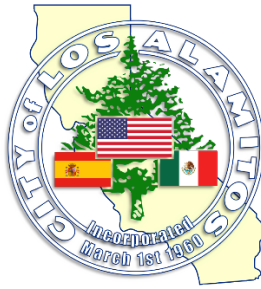
9/23/24	City Council Approval of RFP
9/24/24	Bid Opening
9/25/24 & 10/2/24	Advertise RFP
10/21/24	City Council Award of Contract

FISCAL IMPACT

Funds for this project have been designated in the adopted Fiscal Year 2024-25 budget, account number 10-542-5294.

Attachment: 1. RFP 2025-03-Traffic Signal Maintenance

City of Los Alamitos



**Request for Proposal (RFP) 2025-03
TRAFFIC SIGNAL MAINTENANCE SERVICES**

FOR

Development Services Department

**Attn: Stephanie Reis
Management Analyst
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 226
(562) 493-1255 Fax
Email: sreis@cityoflosalamitos.org**

DATED: September 24, 2024

**Deadline/Bid Opening Date:
Must be received by 10:00am
Tuesday, October 8, 2024**

RFP Available at <http://cityoflosalamitos.org/517/Bid-Opportunities>

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REQUEST FOR PROPOSAL (RFP) 2025-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A
NOTICE OF REQUEST FOR PROPOSALS 2025-03
FOR
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN The City of Los Alamitos, California, (City) is requesting proposals from qualified persons, agencies, entities and/or organizations (hereinafter referred to as “Contractor” to provide traffic signal maintenance services. Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).

Submission Deadline: Bids will be received up to the hour of 10:00 A.M. (Pacific Standard Time) on the 8th day of October 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: 265 422 727 235 Passcode: BmouYt

Obtaining a Copy of the RFP: A copy of the RFP is available through BidNet Direct (BidNet) online platform. The website address is: <http://cityoflosalamitos.org/517/Bid-Opportunities>.

Submittal of Proposal: Proposals must be prepared on the approved forms in conformance with **INSTRUCTION TO BIDDERS** and must be submitted electronically on BidNet , accessible through the City’s webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the City’s BidNet portal. Contract documents, plans, and specifications if applicable will be available for review on BidNet.

Contact: Questions or Requests for Information (RFIs) or interpretations **will be received up to the hour of 10:00 A.M. on October 3, 2024** and shall be submitted on BidNet portal.

SECTION B
PROPOSAL RESPONSE REQUIREMENTS

REQUEST FOR PROPOSAL (RFP) 2025-03
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**REQUEST FOR PROPOSAL (RFP) 2025-03
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL RESPONSE REQUIREMENTS

The purpose of this Request for Proposal (RFP) is to solicit and select contractor(s) to provide contract services to augment City staff as it relates to traffic signal maintenance, emergency repair, non-emergency routine maintenance, and new equipment upgrade and installation work. Under the direction of the Development Services Department, the selected contractor would serve in the described capacity.

All services provided by the Contractor(s) shall be performed by individuals that meet the qualification, education, and certification/licensing requirements for the position. The successful contractor(s) shall also have the resources to provide cost effective and timely services including providing customer service to the City of Los Alamitos.

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

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

SECTION II – ADDITIONAL PROPOSAL RESPONSE REQUIREMENTS

A: LETTER OF TRANSMITTAL

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to provide such services to the City of Los Alamitos.

B: COMPANY DATA

Please submit the following information:

1. Official firm name and address
2. Name, address, telephone number and email address of the Proposer's point of contact
3. Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture
4. Federal Employer I.D. Number
5. The address, telephone numbers, and fax numbers of each of your firm's locations
6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual
7. Number of years Proposer has been in business under the present business name
8. All comparable contracts currently in effect
9. Please describe areas of specialization provided by the Proposer
10. Any failures or refusals to complete a contract and explanation
11. Financial interests in other lines of business
12. Known conflicts of interest

C: PROPOSAL

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required for the proposal to be organized, and contain all information as specified below:

- A. Letter of Introduction, to include an understanding of the scope of services
- B. The firm's approach to delivering the scope of services
- C. Brief company profile and number of years the firm has been in business
- D. Location of principal office that will be responsible for the implementation of any contracts
- E. Description of the professional qualifications of the personnel who will be assigned to work in the City of Los Alamitos. While the Contractor(s) may propose any

*Request For Proposal 2025-03
TRAFFIC SIGNAL MAINTENANCE SERVICES 2024
City of Los Alamitos*

staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.

- F. Three references to include: name, address and phone number of the organization, length of time services were provided, and a description of the services provided.
- G. Cost Proposal (including hourly rate) for Services. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles
- H. Any other information, which should be considered, such as any special services or customer service philosophy, which define your firm's practices.
- I. If contracted in the future, the firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Los Alamitos as additional insured. The proposal shall state whether the firm could provide such insurance proof of coverage at time of any contract execution.
- J. Selection of the firm will be based on:
 - *Firm Experience*
 - *Schedule & Budget Responsiveness*
 - *Coordination & Supervision Team Work*
 - ***Quality Control and Assurance***
 - *Qualifications and Experience of Staff and/or sub-consultants*
 - *Reference checks*
 - ***Cost of Service***

The City of Los Alamitos reserves the right to accept or reject any and all proposals, or any portion of any proposal, or to waive any irregularities or informalities in the proposal or in the proposal process, or to make the award on the basis of that item or combination or items which, in its opinion, serves the best interest of the City. Services shall not commence until the Professional Services Agreement is executed by the City. Responses to this Request for Proposal become the property of the City.

- a. The firm will be required to have and provide proof of insurance and indemnify the City in accordance with the City's insurance requirements. **The proposal shall state that such insurances will be in force at time of contract execution.**

SECTION III - GENERAL CONDITIONS

3.1 AUTHORIZED SIGNATURES: Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

3.2 AWARD OF PROPOSAL: Award will be made to the Proposers offering the most advantageous Proposals after consideration of all Evaluation Criteria set forth in Section II. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Request for Proposal. The City shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

3.3 CANCELLATION OF SOLICITATION: The City may cancel this solicitation at any time.

3.4 COMPLIANCE WITH LAWS: All Proposals shall comply with current federal, state, and other laws relative thereto.

3.5 CONTRACT DOCUMENTS, EXAMINATION OF: It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall be satisfied as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect

of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

3.6 COSTS: The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

3.7 DISQUALIFICATION OF PROPOSER: If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

3.8 INTERPRETATION OF CONTRACT DOCUMENTS: City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any contract documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Requests for interpretations shall be made in writing and delivered to Development Services Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

3.9 IRREGULARITIES: City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

3.10 NON-EXCLUSIVE CONTRACT: The successful Proposer will enter into a NON-EXCLUSIVE contract and the City reserves the right to enter into agreements with other firms for services.

3.11 NO OBLIGATION: The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

3.12 OFFERS OF MORE THAN ONE PRICE: Proposers are NOT allowed to submit more than one Proposal.

3.13 PROPOSAL, REJECTION OF: The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

3.14 PROPRIETARY INFORMATION: Proposal must NOT be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

3.15 PUBLIC OPENING: There will be a public opening of Proposals. Prices and other Proposal information shall not be made public until the Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

3.16 SEVERABILITY: If any provisions or portion of any provision, of a contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

3.17 SUBCONTRACTOR INFORMATION: If the Proposal includes the use of subcontractors, Proposer must identify subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

3.18 SUBCONTRACTOR REFERENCES: For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name
- b. Project description
- c. Dates (starting and ending)
- d. Technical environment
- e. Staff assigned to reference engagement that will be designated for work per this RFP
- f. Client project manager's name and telephone number.

3.19 TERMS OF AN OFFER: The City reserves the right to negotiate final contract terms with any selected Proposer. The City's standard form Professional Services Agreement (PSA) shall be used, and includes other provisions not described here. A standard Professional Services Agreement is attached for reference. Please review this very carefully and note in the body of your response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Contractors' Team's response will not be made after the selection of the Contractors' Team. This includes alterations, exceptions, or changes to the

insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: any executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in an executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

3.20 WITHDRAWAL OF PROPOSAL: Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

SECTION C
BACKGROUND AND PROJECT EXPECTATIONS

REQUEST FOR PROPOSAL (RFP) 2025-03
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**REQUEST FOR PROPOSAL (RFP) 2025-03
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.0 BACKGROUND AND PROJECT EXPECTATIONS

The City is requesting the services of an electrical contracting firm, which specializes in providing traffic signal maintenance, emergency repair, non-emergency routine maintenance, and new equipment upgrade and installation work. The City has 21 traffic signals, which require routine preventive maintenance, emergency repair and non-emergency maintenance, and upgrades. The City also has 1 midblock Rapid Rectangular Flashing Beacon, and two speed radar feedback signs. The City currently has Econolite controllers and a variety of detection systems.

The selected firm will be required to have qualified traffic technicians that have demonstrated experience in traffic signal interconnect systems, and pre-emption and priority control systems. The firm's assigned personnel should also have the ability to troubleshoot and diagnose problems with all our operation systems.

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

A. Definitions

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

**SECTION D
SCOPE OF SERVICES**

**REQUEST FOR PROPOSAL (RFP) 2025-03
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.1 SCOPE OF SERVICES

The City of Los Alamitos (hereinafter referred to as City) invites written proposals for Citywide Traffic Signal Maintenance services. The services involve ongoing and regular preventive maintenance and repair of traffic signal equipment, safety lighting and other pertinent apparatus by duly trained and qualified personnel. The selected firm will be required to provide the City with certified personnel, equipment, and materials as necessary to maintain the City's traffic signals and related equipment. The selected firm must have the resources and abilities to install various traffic signal poles, controller cabinets, and other associated equipment.

The contract will include but not limited to the following:

- Proficient in programming of conflict monitors (CMU) and malfunction management units (MMU)
 - Proficient with all types of detection systems; video, loops and wireless.
 - Familiarity with programming and repair of all traffic signal controllers.
 - Basic preventive maintenance service on an ongoing basis
 - Routine maintenance designed to eliminate or reduce down time
 - Monthly maintenance of vehicle signals and flashing beacons
 - Routine maintenance of all pedestrian signals
 - Providing warranty service for any and all equipment used
 - Responding to Emergency Service request within two hours
 - Verification to City staff that emergency work has been completed
 - Payment of liquidated damages for failure to respond in a timely manner
 - Providing signal upgrades and/or installations as extra work
 - Maintaining accurate and detailed inventory records
 - Developing and maintaining monthly activity reports and records
 - Compensation based on maintenance and repair of signals, flashing beacons, and safety lighting
- A. The Contractor shall provide and maintain emergency service response on a twenty-four (24) hour, seven (7) days per week basis utilizing a radio dispatch truck for City requested services throughout the term of the contract.
- B. The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, and materials to perform all work necessary to maintain and repair the traffic signals as listed in Attachment A, in compliance with current Caltrans standards and specifications. A copy of Attachment A is enclosed and incorporated by reference as set forth herein.

- C. The Contractor shall maintain privately owned traffic signal maintenance and repair facility, which is dedicated to the repair and maintenance of traffic signal apparatus during the entire term of the contract.
- D. The Contractor shall furnish spare traffic signal controllers, detectors, conflict monitors, and other standard equipment when the original units are in the contractor's facility for repairs at no additional charge to the City.
- E. The Contractor shall maintain a stock of common replacement parts. The equipment may include, but is not limited to the following: Model TS-2 Econolite, 24VDC Power Supply, MMU's/CMU's, flash transfer relays, load switches, detectors, video processors, video detection units, battery backup system unit, batteries, LED red/yellow/green lamps, LED pedestrian signals, and pedestrian activation buttons
- F. In times of emergency situations, the Contractor shall provide full cooperation with the California Highway Patrol (CHP), the Los Alamitos Police Department, and City representatives.
- G. The Contractor will not represent the City in matter of policy or procedures under this contract, and shall refer all questions or inquiries from the public regarding the term, conditions, policies or procedures to the Director or his designee.

4.2 PREVENTATIVE MAINTENANCE

The selected firm will be required to provide preventive maintenance for the traffic signal equipment as listed in this RFP. The selected firm will be required to furnish and use a preventive maintenance checklist form approved by the City for each inspection. The selected firm will be required to provide one electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the maintenance checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at the Contractor's office of records.

4.3 ROUTINE MAINTENANCE

The Contractor shall sustain a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the equipment. The program shall include, but not be restricted to the following:

4.4 MONTHLY PREVENTATIVE MAINTENANCE

- A. The Contractor shall provide preventive maintenance for the signalized locations as listed on Attachment "A".

- B. The Contractor shall utilize a Preventive Maintenance Checklist Form for each inspection of every signal.
- C. The Contractor shall submit a Preventive Maintenance Checklist Form for approval by the Director or his designee, with the initial draft of this form being submitted as part of the response to this RFP.
- D. The Contractor shall maintain one copy of the Preventive Maintenance Checklist Form in each controller cabinet, keep another copy in the Contractor's business office during the term of this contract, and shall provide a copy to the Director or his designee upon termination of contract.

4.5 TRAFFIC SIGNAL CONTROL EQUIPMENT

- A. Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts for temporary and/or permanent replacements. Exceptions to this policy may occur on an individual basis when agreed upon in writing by the Director or his designee.
- B. No permanent change of control mechanisms shall be done without prior written approval of the Director or his designee. Whenever equipment is removed from the controller cabinet, the City shall be notified by phone within 24 hours.
- C. Contractor agrees to notify, in advance, the Director or his designee, of any planned or scheduled traffic signal turn-offs or turn-ons necessitated by the Contractor's operations. Contractor shall not make said turn-offs or turn-ons without the prior approval of said City representative.
- D. All traffic signal controller equipment shall be maintained in accordance with the manufacturer's recommendations.
- E. The Contractor shall bear the cost for replacing any part of the controller mechanisms under the provisions of the routine maintenance program. Should the entire controller mechanism become obsolete or deteriorated to the point of being beyond reasonable or cost effective repairs, Contractor shall report such conditions to the Director or his designee, and provide satisfactory evidence that a replacement is necessary. Contractor shall prepare estimates showing the cost breakdown of material and labor for replacement of such controller mechanisms and submit this information to said representative. Replacement of an entire controller mechanism, if ordered or authorized by the Director or his designee, will be paid for as extra work at an agreed upon cost prior to commencement of such work.

4.6 CLEAN-UP

Contractor shall clean and/or polish all signal lenses and reflectors, align signal heads and adjust all mast arm mounted street name signs during April and October of each year.

4.7 SAFETY LIGHTING

- A. Contractor is responsible for replacement of all safety lighting. City shall supply contractor routinely with a list of malfunctioning safety lights at all signalized intersections/locations listed in Attachment “A.”
- B. At the end of each quarter, contractor shall submit to the Director or his designee a report and an estimate of any repairs deemed necessary. This report shall be in a format to be determined by the Director or his designee and the Contractor, with an initial draft format to be provided by the contractor.

4.8 NEW INSTALLATIONS

- A. Contractor shall maintain any new traffic signal devices, safety lighting, flashing beacons and/or appurtenant devices, which are installed in the future. These devices will be added to the existing Attachment “A” once the City notifies the Contractor of the installation. These added devices shall be maintained in the same manner and for the same flat rate fee as those devices already covered by the specifications.
- B. As part of this referenced flat rate fee for those devices already covered by this specifications, the Contractor shall also provide inspection services including verification of test submittals for any new traffic signal devices, safety lighting, flashing beacons and/or appurtenant devices, which are installed in the future.
- C. In the event any signals are installed of a more complicated type than the existing signal controllers within the City, these may be added to this contract at a price mutually satisfactory to the Contractor and the City.
- D. In the event notification for any new device is made on other than the first day of the month, payment for that month shall be prorated from the first day the Contractor is notified to begin maintenance.
- E. Flat rate maintenance payments for any such affected devices will be prorated on the basis of the number of days said devices are maintained by Contractor.

4.9 PEDESTRIAN SIGNALS

The Contractor shall Check all pedestrian push buttons (and bicycle push buttons where provided) and signals by hand to ensure that they are securely mounted and operating properly. Such maintenance is included in the monthly flat rate compensation for traffic signals.

5.0 WARRANTY SERVICE

- A. During the period of warranty for any signal or lamp, the Contractor shall take the lead in making contact between the signal and/or lamp manufacturer, the installing contractor and the City regarding any required service considered by the Contractor

to be under warranty. Contractor shall notify the City of any undue delays in response by the manufacturer or installing contractor and details of such incident.

- B. Except for the manufacturer's factory warranty, the Contractor disclaims all warranties with respect to materials supplied hereunder, and further disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part of any cause beyond Contractor's reasonable control, such as, fire, flood, earthquake, lightening, and labor strikes.

6.0 EMERGENCY SERVICES

6.1 RESPONSE TIME

- A. The Contractor shall maintain a single local telephone number during the entire term of this contract where he can be reached twenty-four (24) hours per day, seven (7) days per week.
- B. The Contractor shall respond within one-half hour (30 minutes) after the City, Police Department or CHP first notifies the Contractor's representative of the following events:
 - 1. Any signal controller malfunction
 - 2. Burned out red, yellow or green arrow incandescent or LED lamp
 - 3. Signal equipment knockdowns
 - 4. Other situations that is potentially hazardous to public safety
- C. The replacement of burned-out incandescent or LED lamps need not be on an emergency basis provided that there is one (1) such signal indication still operative for each direction of travel. Such replacement shall be completed within twenty-four (24) hours. Contractor shall notify the Director or his designee within twenty-four (24) working hours of any change in traffic signal operation caused by controller replacement, timing changes, and loss of master control or traffic collisions.
- D. Contractor shall provide a temporary 3-section head, mounted on a seven foot pole to be temporarily installed until a permanent pole can be installed in the event of a knock down. This replacement of equipment will not require prior approval from City before such replacements are commenced in conjunction with an emergency call.
- E. To distinguish between a regular maintenance call and an emergency call, the City, the Police Department or the CHP shall use a phrase similar to "this is a call for emergency service" when calling under this provision for the Contractor's twenty-four (24) hour answering service.

6.2 MONITORING EMERGENCY CALLS

- A. At the time the Contractor's representative is notified of an emergency by the City, City's Police Department or the CHP, the contractor shall call the Director at (562) 431-3538, x 500/work or (562) 400-4166/cell to validate the emergency call.
- B. Upon completion of emergency work, the Contractor shall contact the appropriate telephone number as listed above and inform the Director or his designee that the emergency work has been completed. In addition, the Contractor shall provide written notice to the Director or his designee, within three (3) calendar days that such repairs have been completed.

6.3 LIQUIDATED DAMAGES

It is understood and agreed that failure on the part of the Contractor to respond within two (2) hours under conditions for emergency calls as provided in Section 3.1 will cause the City to suffer an unascertainable amount of damage. In lieu of such unascertainable damage, Contractor agrees to pay to the City, not as a penalty but as liquidated damages, an hourly amount equal to the hourly rate proposed for that type of extra work. The time for such liquidated damages shall commence from the first hour after the required two (2) hour response time for emergency work. Charges to the Contractor under this Section shall be deducted from any payment due or to become due to the Contractor. Liquidated damages may be waived if in the opinion of the director, the cause for delay was outside of the Contractor's control, (i.e. Force Majeure).

7.0 EXTRA WORK

7.1 SIGNAL UPGRADES AND INSTALLATIONS

- A. The Contractor shall install, modify and/or upgrade traffic signals or electrical or mechanical traffic control or traffic safety devices if requested in advance by the Director or his designee. All such work will be considered as Extra Work and shall be performed to the satisfaction of the City.
- B. No additional work shall be commenced or undertaken by Contractor unless and until the work is authorized in writing by the Director or his designee. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement. Additional work shall be performed in accordance with the Standard Plans (current) and Section 86 of the Standard Specifications (current) for the State of California, Department of Transportation. This work shall be performed within a time limit established by said City representative and for a mutually agreed upon price prior to commencement of work.
- C. City shall retain the right to perform any additional work by use of City forces, by negotiated contract, or to advertise such work for bid.

7.2 UNDERGROUND SERVICE ALERT MARKINGS FOR CITY OF LOS ALAMITOS FACILITIES

Contractor shall provide for the marking of all underground traffic control facilities/utilities as required by Underground Service Alert (USA). All costs associated with the marking of underground traffic control facilities will be included in the unit price proposed on the Extra Work proposal sheet and no other compensation will be allowed therefore.

8.0 RECORDS

8.1 INVENTORY RECORDS

- A. Inventory List: At each intersection the Contractor shall maintain an inventory list of the equipment in the controller cabinet. The inventory list shall include the model, manufacturer, serial number and quantity of each piece of equipment and installation date. The inventory list shall be continually updated and a copy shall be furnished to the Director or his designee every January and July, and upon termination of contract.
- B. Preventive Maintenance (PM) Checklist Form: The Contractor shall maintain one copy of the Preventive Maintenance Checklist Form in each controller cabinet, keep another copy in the Contractor's business office during the term of this contract, and shall provide a copy to the Director or his designee upon termination of contract. The PM checklist form shall be completely filled out during each monthly maintenance inspection and during any time the Contractor repairs the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).
- C. All costs associated with creating and updating equipment inventories and maintaining maintenance records in accordance with these provisions shall be included in the unit rate proposed for Routine Maintenance of Traffic Signals and Safety Lighting and no other compensation will be allowed therefore.

8.2 MONTHLY ACTIVITY REPORT

The Contractor shall develop and provide a digital monthly activity report by the fifteenth working day of each month's activity. Such activity reports shall be maintained by the Contractor for a period of five (5) years and made available to the City within one week following a written request. The report shall include the following:

- A. Time the service calls were received by Contractor, time arrived at the intersection, the response time, the number of hours spent for each repair and a special listing of intersections with three or more calls in one month.
- B. A complete record of all work that was performed on the City traffic signal equipment during the time period covered on the report including the make, model and serial number of any major component or other equipment that was newly installed at each intersection.
- C. Time and date the PM work was performed.

- D. All pending repair work needed at each device in a format to be determined by the Contractor and the Director or his designee.
- E. All costs associated with development and submission of monthly activity reports in accordance with these provisions shall be included in the unit rate proposed for Routine Maintenance of Traffic Signals and Safety Lighting and no other compensation will be allowed therefore.

9.0 MEETINGS

9.1 QUARTERLY MEETINGS

- A. The Contractor's Field Technician and Maintenance Supervisor shall be available to meet with the Director or his designee on a quarterly basis at a mutually agreed upon time and place to review the previous periods maintenance activities.
- B. All costs associated with the attendance at meetings in accordance with these provisions shall be included in the unit rate proposed for Routine Maintenance of Traffic Signals and Safety Lighting and no other compensation will be allowed therefore.

9.0 COMPENSATION

9.1 COMPENSATION FOR ROUTINE MAINTENANCE

9.1.1 TRAFFIC SIGNALS & SAFETY LIGHTING (EACH INTERSECTION)

- A. In consideration of the furnishing by the Contractor of the described labor, services, materials and equipment for the routine maintenance of traffic signals and safety lighting in accordance with these specifications, the Contractor shall be paid the rate proposed for Routine Maintenance of Traffic Signals and Safety Lighting for those intersections listed on Attachment "A."
- B. The rate proposed for Routine Maintenance of Traffic Signal and Safety Lighting does not include emergency call outs, painting of poles, heads, cabinets or other devices, nor the replacement cost of inductive loops, pedestrian push buttons, signs, ballasts, sealed beam lamps, nor repairs to signal and lighting equipment when such equipment has been damaged by vehicular collisions, acts of God, or malicious damage.

9.1.2 COMPENSATION FOR FLASHING BEACONS (FOR FUTURE)

- A. In consideration of the furnishing by the Contractor of the described labor, services, materials and equipment for the routine maintenance of flashing beacons in

accordance with these specifications, the Contractor shall be paid the rate proposed for Routine Maintenance Flashing Beacon for those locations listed on Attachment “A.”

- B. The rate proposed for Routine Maintenance Flashing Beacon does not include repairs when such equipment has been damaged by vehicular collisions, acts of God, or malicious damage.

9.2 COMPENSATION FOR EXTRA WORK

- A. For the purposes of this section, Extra Work shall refer to work not included under Routine Maintenance. The Contractor shall contact from the Director or his designee to obtain prior approval before extra work is scheduled or performed under this provision. The Contractor shall verify invoiced charges, when requested by City, with time cards and material invoices.
- B. Replacement of loops and magnetometer vehicle detectors shall be considered Extra Work and shall require approval from the City prior to replacement.
- C. The City shall pay for repairs under this section when such repairs are necessary due to damaged signal devices, flashing beacons, warning beacons or safety lighting resulting from vehicular collisions, acts of God, or malicious damage, or for controller mechanism replacements in accordance with Section 2.2 of these specifications. Extra Work shall be paid for according to the Extra Work Rate/Fee Schedule in Attachment “B.”
- D. For extra work not included in the rate/fee schedule, the Contractor shall be entitled to receive on a per-call sum based upon the invoice the Extra Work Rate/Fee Schedule in Attachment “B”, cost of materials, and equipment at a maximum mark-up ten percent (10%) for materials only.

9.3 COMPENSATION FOR EMERGENCY CALLS

The City shall pay for emergency calls on a per-call sum based upon the invoice and the Extra Work Rate/Fee Schedule in Attachment “B”, cost of materials, and equipment at a maximum mark-up ten percent (10%) for materials only.

9.4 QUALIFICATIONS OF CONTRACTORS

Each contractor shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be fully licensed to perform the services required under the Contract.

9.5 REFERENCES AND QUALIFICATION REQUIREMENTS

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

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

9.6 REQUIREMENT FOR SUPPLEMENTAL INFORMATION

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

A. REFUSE DISPOSAL

The City shall not be responsible for, or pay the costs of, the disposal of all trash, litter or debris collected (i.e., refuse) by the Contractor in the performance of the daily maintenance tasks including refuse collection, trash can emptying, and litter control. The refuse collection by the Contractor in the performance of these tasks shall be disposed of at the site of collection.

Green waste collected from maintenance the City Complex shall be disposed of at City Hall, 3191 Katella Avenue and logged into the collection log form.

The Contractor shall maintain logs identifying its refuse collection and disposal activities to make those logs available to the City for inspection monthly.

The Contractor will not be required to sort recyclable materials from trash and other refuse collected by the Contractor. Recyclable materials are the property of the City.

9.7 ENVIRONMENTAL REQUIREMENTS

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

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

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

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

- I. The Contractor must conduct all operations in accordance with the City's Stormwater Management Plan.
 - a. Appurtenances must be cleaned by method(s) which does not result in runoff going into any water body, gutter or storm drains. Only potable water may flow into any water body, gutter or storm drains.
 - b. All wash water must be disposed of to a sanitary sewer.
 - c. No litter, debris, oil, grease, green waste, or other materials and substances may be washed, swept, or blown into the street or storm drains.
 - d. All liquids, including but not limited to, rinse water and cleaning agents, must be properly disposed of in compliance with all laws and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain or pave surface where it would be carried to the storm drain system or to a water body.
 - e. For washing operations, Contractors shall use (1) a high-pressure/low-volume sprayer using only potable water and no cleaning agents at an average use of .006 gallons of water per square feet of surface; or (2) a self-contained power scrubber, which recaptures all wastewater, cleansers and debris. All wastewater recaptured by a self-contained power scrubber must be disposed of in a sanitary sewer approved by the City.

- II. Every effort must be taken to minimize noise.
- III. The Contractor is encouraged to recycle green waste, keeping it separate from trash and other debris.
- IV. Contractor shall have an Integrated Pest Management policy/program in effect.

9.8 CHANGES IN SERVICE

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

9.9 DAMAGED CAUSED BY CONTRACTOR

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

9.10 HOURS AND DAYS OF MAINTENANCE SERVICES

SCHEDULING OF OPERATIONS

Normal work hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise specified. The Contractor shall perform work at such times as to minimize disturbance or interference to residence and to pedestrian or vehicle circulation. Examples are early morning mowing, edging, blowing, etc. No routine mowing shall occur on Friday, Saturday or Sunday unless pre-approved by the City representative. Schedule shall be submitted prior to starting any maintenance operations. All forms and schedules shall be in a format approved by the City.

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

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

The basis daily hours of maintenance service shall be:

Monday through Friday: 8:00 a.m. to 5:00 p.m.

Certain maintenance tasks may have time restrictions or extended time requirements.

9.11 SERVICE SCHEDULES

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

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

Changes or variations in scheduling may be necessitated by City special events, recreation classes, reservations, etc. The Contractor shall adapt any or all schedules to the City's requests.

The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for "Specialty Functions" as set forth herein.

9.12 CONTRACTOR'S STAFF

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

Each crew of the Contractor's employees shall include at least one individual who speaks and comprehends the English language.

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

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

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

The City shall approve the Contractor's uniform.

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

9.13 DRESS CODE AND APPEARANCE

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

9.14 CONTRACT ENFORCEMENT

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

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

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

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

9.15 TRAFFIC CONTROL

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

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

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

9.16 SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, specifically Los Alamitos municipal code 17.24, that apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with the type of muffler recommended by the manufacturer of such equipment. No internal combustion engine shall be operated without such muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be paid.

9.17 ADDITIONS/DELETIONS TO THE CITY GENERAL MAINTENANCE SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions and/or otherwise modify the Traffic Signal Maintenance Specifications. Any changes in the Specifications that cause the Contractor to suffer additional expenses will be paid in one of two ways:

in accordance with the proposal forms or actual costs plus 10% for materials, whichever is less.

A. Performance During Inclement Weather

1. During the periods that excessive rainfall hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. Adjusted work due to weather must be communicated and approved by the City representative.

2. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping.
3. During periods of excessive rainfall, the Contractor shall remove water from area drains, remove of minor silt and debris from perimeter areas and keep all draining facilities clear and in operating condition.

B. Performance On Schedule

1. All work shall be completed on the day scheduled. All schedules shall be pre- approved by the City representative.
2. Failure to complete the work as scheduled or as specified herein will result in the following actions:
 - a. The sum of up to \$100 per day will be deducted from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or Specifications.
 - b. **Deficiencies:** An additional amount equal to the costs incurred in completing the work by an alternate source whether it be City forces or separate private contractor even if it exceeds the Contract unit price will be deducted.
 - c. In cases where the Contractor fails to perform as required, the value of the contract "per day" will be deducted.
 - d. These actions shall not be construed as penalty but as adjustment of payment to the Contractor for only the work actually performed or as the cost to the City for inspection and other related costs for the failure by the Contractor to complete the work according to schedule.

SECTION E
PROPOSAL SCHEDULE

REQUEST FOR PROPOSAL (RFP) 2025-03
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION F
PROPOSAL SCHEDULE
REQUEST FOR PROPOSAL (RFP) 2025-03
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section A – Routine Preventative Maintenance Items			
Routine Preventative Maintenance of Traffic Signal and Safety Lighting System per Intersection Per Month	1	Each	

CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section B – Labor and Equipment Rates			
Service Truck	1	Hour	
Bucket Truck	1	Hour	
Traffic Signal Technician	1	Hour	
Traffic Signal Technician – Overtime	1	Hour	
Bench Technician	1	Hour	

CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section C –Unit Pricing Items			
Response to USA Underground Service Alerts at the request of the City Staff for marking and protection of traffic signal underground facilities	1	Each	

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.

Proposal Schedule Total: \$ _____

Proposal Schedule Total (in word): _____

Company Name of Proposer **Date**

Request For Proposal 2025-03
TRAFFIC SIGNAL MAINTENANCE SERVICES 2024
City of Los Alamitos

SECTION F
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT

REQUEST FOR PROPOSAL (RFP) 2025-03
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
[enter name of contractor]

THIS AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES (“Agreement”) is made and entered into, to be effective this ____ day of _____, 2024 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and _____, a _____, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide landscape maintenance services for City parkways, medians, landscape areas and parks.

B. In response to City’s formal Request for Proposals No. 2025-03 (RFP), dated September 24, 2024, Contractor has submitted to City a written proposal, dated _____, 2024, to provide the desired landscape maintenance services.

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

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

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the _____ Proposal, dated _____, 2024, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RPF No. 2025-03, dated September 24, 2024; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest

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

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

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

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

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

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

2. **COMPENSATION**

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

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (45) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

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

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

3. **SCHEDULE OF PERFORMANCE**

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for an initial term of two (2) years and may thereafter be extended by mutual written agreement of the parties for up to two additional two (2) year terms.

4. COORDINATION OF PROJECT SERVICES

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not

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

4.4 Independent Contractor.

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

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

4.4.3 No City benefits shall be available to Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Project Services. City shall not be liable for compensation or indemnification to Contractor, its

officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01

written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

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

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

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

5.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following

provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments,

arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively “Claims”) in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses.

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

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

7. REPORTS AND RECORDS

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

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

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

Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

8.6 Termination for Default of Contractor.

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

successor, or for breach of any obligation of the terms of this Agreement.

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

10. MISCELLANEOUS PROVISIONS

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

To City:

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

With copy to:

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

To Contractor:

Name of Contractor
Street
City, State, Zip Code
Email

10.2 Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made

by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

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

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

10.7 Prevailing Wages. The City has determined that the Project Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Project Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected and appointed officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

10.7.1. 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 the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.

10.7.2 Contractor shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

10.7.3 Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

10.7.4 Pursuant to California Labor Code Section 1771.4, Contractor’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

10.7.5 Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

10.7.6 Contractor shall comply with the provisions of California 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 itself and all of its subcontractors.

10.7.7 Eight (8) hours of labor shall constitute a legal day’s work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (*See, e.g.,* Cal. Labor Code §1815.)

10.7.8 Pursuant to California Labor Code Sections 1860 and 3700, Contractor will be required to secure the payment of compensation to its employees. By signing this Agreement, Contractor hereby certifies as follows:

“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 Agreement.”

10.7.9 Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Jordan B. Nefulda
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Name of Contractor

By: _____
Name
Title

By: _____
Name
Title

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF SERVICES

DATED: _____, 2024

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: September 23, 2024

ITEM NUMBER: 10F

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

**Subject: Approval of Plans and Specifications - Authorization to Bid for
Labourdette Park Project (CIP 24/25-02)**

SUMMARY

This item facilitates soliciting bids for the contractual demolition and construction services for the Labourdette Park Project (CIP 24/25-02) at 4401 Howard Avenue.

RECOMMENDATION

1. Approve the solicitation for Request for Proposals (RFP) of plans and specifications and authorization to bid for Labourdette Park Project (CIP 24/25-02); and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

Labourdette Park is a neighborhood park located at 4401 Howard Avenue. Approximately 0.44 acres in size, this small pocket park will be the next play area to receive improvement to its original design in accordance with the Los Alamitos Park Improvement Plan. The first park receiving improvements was Sterns Park, followed by Labourdette Park, with Soroptomist Park being next in line. Parks and playgrounds are essential to the quality of life for all who visit, particularly the residents who enjoy the park's location due to its walkability and easy access.

City Council approved the use of a cooperative purchasing agreement for the playground and park amenities earlier this year. The next phase of this project is to solicit approval of plans and specifications and authorization to bid for the construction services. This will include demolition and construction services. The contracted timeline for the project will be 120 working days from the notice to proceed.

DISCUSSION

Labourdette Park Project will consist of immediate improvements to the playground features that will include pour-in-place ground surfacing, replacing the wood chips, and A.D.A accessibility for greater inclusivity. In addition, other significant improvements to the site will include new picnic benches and BBQ grills, additional landscaping, fitness areas with rubberized surfacing, and walking paths. Although the park is smaller than other neighborhood parks, the improvements will bring the community together to enjoy the renovated qualities and amenities with creative space design and bold colors enhancing the quality of the park. The project timeline is still tentative based on the notice to proceed, but it is contractually detailed

as 120 working days.

FISCAL IMPACT

The CIP project was approved by Council during the adoption of the budget. The total budget for the Labourdette Park Project is estimated to be \$700,000. Funding for this project is included in the 2024/2025 adopted budget and consists of the following:

CDBG - \$300,000

General Fund - \$400,000

- Attachment:
1. Labourdette Park Bid Packet No. CIP 24/25-02
 2. Labourdette Park Technical Specifications
 3. Labourdette Park Concept
 4. Labourdette Park Section 3 - HUD Information for Contractors

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SEPTEMBER 2024

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 9:00 a.m. on Monday, October 14, 2024.

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AT 4401 HOWARD AVE
NO. CIP 24/25-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING ELECTRONIC BIDS

NOTICE INVITING ELECTRONIC BIDS

LABOURDETTE PARK PROJECT AT 4401 HOWARD AVE NO. CIP 24/25-02

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 **9:00 a.m., on October 14, 2024** 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: 240 662 156 298

Passcode: Lm7u42

The City of Los Alamitos proposes to rehab Labourdetto Park located project at 4401 Howard Ave.

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 October 4, 2024, at 9:00 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 Irving Montenegro, Jr., at (562)431-3538 ext. 300 or imontenegro@cityoflosalamitos.org.

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

SECTION B

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute said work to completion before the expiration **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.

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.

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

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

BID PROPOSAL

BID SCHEDULE

BID BOND

NON-COLLUSION AFFIDAVIT

BID GUARANTEE

BIDDER INFORMATION

EXPERIENCE STATEMENT

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

BID PROPOSAL

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

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

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

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)**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02****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	3547	Square Feet	\$	\$
4	4" Thick Decorative Concrete	808	Square Feet	\$	\$
5	6" Wide Reinforced Concrete Mow Curb	241	Linear Feet	\$	\$
6	6" x 18" Reinforced Concrete Play Curb	356	Linear Feet	\$	\$
7	1" PVC Water Line, Backflow Preventer	1	Lump Sum	\$	\$
8	Site Furnishings including Bike Rack, Trash Receptacles, Picnic Tables, Drinking Fountain, Benches, Dog Waste Station	1	Lump Sum	\$	\$
9	Installation of City provided Play Equipment	1	Lump Sum	\$	\$
10	Play Area Rubber Surfacing and Base Layer	3022	Square Feet	\$	\$
11	Play Area Sand	6	Cubic Yards	\$	\$
12	Install City provided Exercise Equipment	1	Lump Sum	\$	\$
13	Fitness Area Rubber Surfacing over 4" Thick Grey Concrete	1354	Square Feet	\$	\$
14	Provide and Install Shade Sail	1	Lump Sum	\$	\$
15	Refresh Existing Fence Columns, Smooth Stucco Finish	1	Lump Sum	\$	\$
16	Irrigation System	1	Lump Sum	\$	\$

17	Landscaping	1	Lump Sum	\$	\$
18	New SCE Electrical Meter, Pedestal, and Conduit	1	Lump Sum	\$	\$
19	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 A Total \$ _____

Bid Schedule A 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)

BID BOND

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

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 _____, 2024.

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 _____, 2024.

NOTARY PUBLIC _____

(SEAL)

BID GUARANTEE

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

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

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

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

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

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)

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

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

LABOURDETTE PARK PROJECT AT 4401 HOWARD AVE NO. CIP 24/25-02

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

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

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
LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS DEMOLITION AND CONSTRUCTION SERVICES OF LABOURDETTE PARK PROJECT, SPECIFICATION NO. CIP 24/25-02 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this _____ day of _____, 2024 (*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 LABOURDETTE PARK PROJECT, SPECIFICATION NO. CIP 24/25-02 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.

F. Compliance with Federal Labor Standards. In connection with CONTRACTOR'S performance of its responsibilities under the LABOURDETTE PARK PROJECT Agreement, CONTRACTOR shall comply with, and shall cause its contractors, subcontractors, suppliers,

consultants, and any other person(s) and/or entity(ies) for which CONTRACTOR is responsible and others performing work for or on behalf of CONTRACTOR arising out of, resulting from or relating to CONTRACTOR's performance of its responsibilities under the LABOURDETTE PARK PROJECT Agreement to comply with the federal Davis-Bacon Act subject to and in accordance with HUD-4010, and General Decision Number: CA20230024

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
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

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
LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02
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: **LABOURDETTE PARK PROJECT 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

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

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 The City of Los Alamitos, its officials, officers, employees, agents and volunteers as additional insured, 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

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

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

LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02

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

LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS

LABOURDETTE PARK PROJECT AT 4401 HOWARD AVE NO. CIP 24/25-02

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

LABOURDETTE PARK PROJECT AT 4401 HOWARD AVE NO. CIP 24/25-02

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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 302 – METAL FABRICATION AND CONSTRUCTION

302-3.1 CHAIN LINK FENCE

302 – 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.

302 – 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.

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.

PART 5 LANDSCAPING AND IRRIGATION

SECTION 501 – INSTALLATION

501-1 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.

501-2 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.

SECTION G

**LABOURDETTE PARK PROJECT
AT 4401 HOWARD AVE
NO. CIP 24/25-02**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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 Metal</u>		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: $(100 \times 1.5 \text{ lbs.})/2000 + (50 \times 7) + .15 = (.075) + 35 + 0.15 = 35.225 \text{ Tons}$

Labourdette Park Improvements City of Los Alamitos, Ca.



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

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August 23, 2024

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

- 1) Per project plans
- 2) Product drawings and installation manuals shall be supplied by the manufacturer for ease of installation.

PART 3 EXECUTION

A.

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 puddle 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

Labourdette Park Improvements

City of Los Alamitos

January 4 , 2022

KEY NOTES

- ① EXISTING MATURE SHADE TREES, PROTECT
- ② EXISTING MOWCURB, PROTECT
- ③ EXISTING CMU WALL, PROTECT
- ④ EXISTING TUBE STEEL FENCING, PROTECT
- ⑤ EXISTING PARK MONUMENT SIGN, PROTECT
- ⑥ EXISTING CONCRETE, PROTECT
- ⑦ NEW 6' HIGH TUBE STEEL FENCING TO MATCH EXISTING
- ⑧ REFRESH EXISTING COLUMNS WITH STUCCO AND PAINT TYPICAL, 10 PLACES
- ⑨ NEW 4" THICK REINFORCED CONCRETE WALK
- ⑩ NEW DECORATIVE CONCRETE PAD WITH BENCHES AND SPACE FOR COMPANION SEATING
- ⑪ NEW PICNIC AREA WITH DECORATIVE CONCRETE, PICNIC TABLES (1 ACCESSIBLE), AND BBQ GRILLS WITH ASH RECEPTACLES
- ⑫ NEW 24' SQUARE SHADE SAIL AT GROUP PICNIC AREA
- ⑬ NEW ACCESSIBLE HI-LO HYDRATION STATION WITH BOTTLE FILLER
- ⑭ NEW BENCHES ON CONCRETE PADS WITH COMPANION SEATING
- ⑮ NEW PLAY AREA (3,200sf) WITH ACCESSIBLE TOT LOT PLAY EQUIPMENT AND RUBBERIZED SURFACING
- ⑯ NEW OUTDOOR FITNESS AREA (1,354 SF) WITH RUBBERIZED SURFACING
- ⑰ REFRESHED LANDSCAPE BUFFER- LOW WATER USE PLANTING
- ⑱ NEW DOG WASTE STATION
- ⑲ EXISTING TURF GRASS, PROTECT
- ⑳ EXISTING PLAQUE, PROTECT
- ㉑ NEW 6" WIDE CONCRETE MOWCURB



2-5 PLAY AREA WITH A.D.A. ACCESSIBLE PLAY FEATURES & OUTDOOR FITNESS EQUIPMENT- FINAL COLORS TO BE DETERMINED



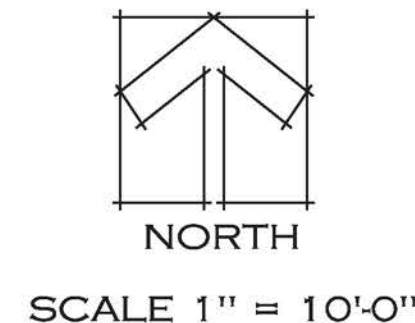
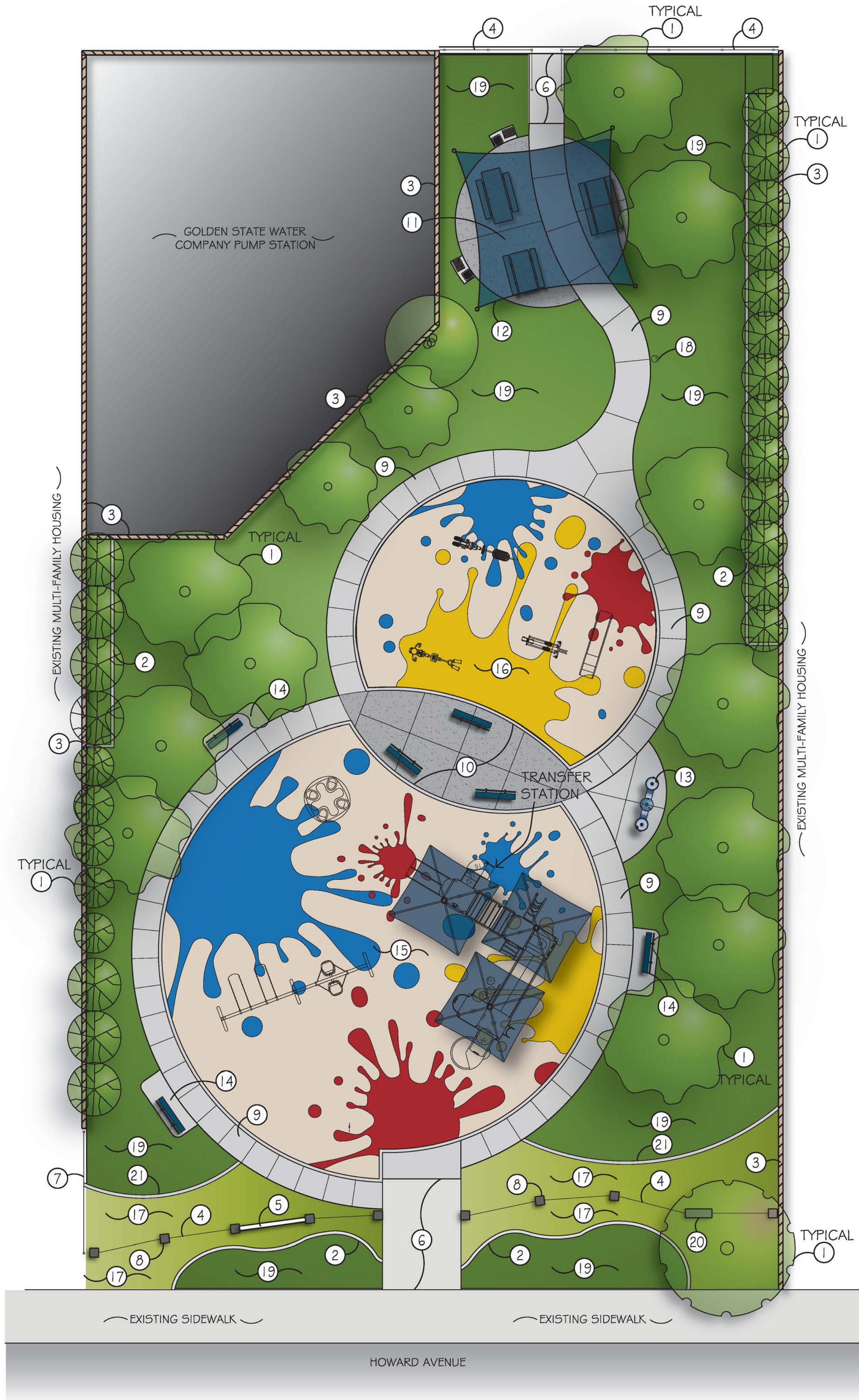
2-5 PLAY AREA WITH A.D.A. ACCESSIBLE PLAY FEATURES- FINAL COLORS TO BE DETERMINED



2-5 PLAY AREA WITH A.D.A. ACCESSIBLE PLAY FEATURES & OUTDOOR FITNESS EQUIPMENT- FINAL COLORS TO BE DETERMINED



PROPOSED SHADE SAIL AT GROUP PICNIC AREA- FINAL COLORS TO BE DETERMINED



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HUD Compliance and Monitoring?

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.



What if it appears that an entity is not complying with Section 3?

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.



How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

They can file a complaint in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity

U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)

www.hud.gov www.espanol.hud.gov

A written complaint should contain:

1. Name and address of the person filing the complaint;
2. Name and address of subject of complaint (HUD recipient or contractor);
3. Description of acts or omissions in alleged violation of Section 3;
4. Statement of corrective actions sought.



04736

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Section 3

Economic Opportunity

A Piece of the American Dream



U.S. Department of Housing
and Urban Development



Fair Housing and Equal
Opportunity

April 2006

HUD-1476-FHEO Rev 2

OMB Approval Number 2529-0043 (exp. 8/31/2007)

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Section 3 Act

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project.

Who are Section 3 residents?

Public housing residents including persons with disabilities.

Low and very low income persons who live in the area where a HUD assisted project is located.

What is a Section 3 business?

A section 3 business is one:

That is owned by Section 3 residents
Employs Section 3 residents or;
Subcontracts with businesses that provide opportunities to low and very low income persons.

What types of Economic Opportunities are available under Section 3?

- ✓ Jobs and Employment opportunities
- ✓ Training and Educational opportunities
- ✓ Contracts and Business opportunities

Who will provide the Economic Opportunities?

Recipients of HUD financial assistance and their contractors and subcontractors are expected to develop a Section 3 Plan to assure that economic opportunities to the greatest extent feasible, are provided to low and very low-income persons and to qualified Section 3 businesses. One element of that Plan is the use of a Section 3 clause which indicates that all work performed under the contract are subject to the requirements of Section 3.

Who receives Economic Opportunities under Section 3?

For training and employment:

- ✓ persons in public and assisted housing;
- ✓ persons in the affected project neighborhood;
- ✓ participants in HUD Youth-build programs;
- ✓ homeless persons.

For contracting:

- ✓ businesses which fit the definition of a Section 3 business.

How can individuals and businesses find out more about Section 3?

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Office.



**ORANGE COUNTY HOUSING AND COMMUNITY DEVELOPMENT
SECTION 3 REPORT FORM Effective July 1, 2021**

Introduction- Section 3 of the Housing and Community Development Act of 1968 requires that economic opportunities, most importantly employment, generated by the U.S. Department of Housing and Urban Development (HUD) be directed to low-and very-low-income persons, particularly those who are recipients of government assistance for housing and targeted to residents of the community in which Federal assistance is spent. Section 3 establishes benchmarks for compliance. Benchmarks are 25% of total labor hours directed to Section 3 Workers and 5% of total labor hours directed to Targeted Section 3 workers. Total labor hours along with labor hours of Section 3 qualified business concerns and workers as defined below will be reported on this form with the last invoice or at project conversion for all Housing and Community Development contractors, sub-contractors, vendors and service providers to track compliance with this requirement. Follow Steps 1,2, and 3 if required to complete the form.

This form is due prior to submission of last invoice or conversion Submit the form to james.hahn@occr.ocgov.com

Vendor/Contractor Name	Project Name, Address and Description
Work/Project Start Date	Work/Project End Date

STEP 1. Determine if your business, or employees are Section 3 qualified.

1. Are you a Section 3 Business Concern? * ____ Yes ____ No (defined below)
2. Do you employ any Section 3 Workers? * ____ Yes ____ No
3. Do you employ any Targeted Section 3 Workers? *** ____ Yes ____ No

If you answered no to all three questions STOP HERE, skip Step 2 and go to Step 3 to report other Qualitative Efforts you have taken to improve Section 3 opportunities for low and very-low income persons.

Definitions of Section 3 Workers and Businesses

Section 3 Workers earn less than-\$75,900 per year.

Income limits are updated annually in April and available on the HUD website.

***Section 3 Business Concern means:**

1. A business concern meeting at least one of the following criteria, documented within the last six-month period beginning 11/30/2020:
 - It is at least 51 percent owned and controlled by low- or very low-income persons;
 - Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
2. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
3. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

****Section 3 Worker means;**

Any worker who currently fits or when hired within the past five years (beginning 11/30/202 when this regulation was published whichever is later) fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
2. The worker is employed by a Section 3 business concern.
3. The worker is a Youth Build participant

*****A Targeted Section 3 worker** for housing and community development financial assistance is a Section 3 worker who meets any of the criteria above **and lives in the service area or neighborhood of the project.**

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

STEP 2. REPORTING REQUIREMENTS- This report is due with the last invoice or at conversion. Submit the form to james.hahn@occr.ocgov.com

Part I: WORKFORCE COMPOSITION

Total Number of <u>All Workers</u> who worked on the Project this year	Total Number of <u>Section 3 Workers</u> who worked on the Project this year	Total Number of <u>Targeted Section 3 Workers</u> who worked on the Project this year

Part II: LABOR HOURS

Report labor hours worked this year broken down by ALL Workers, Section 3 Workers, and Targeted Section 3 Workers.

Labor Hours for this year for <u>All Workers</u>	Labor Hours for this year for <u>Section 3 Workers</u>	Labor Hours for this year for <u>Targeted Section 3 Workers</u>

Benchmark Goals

Percent of Labor Hours by <u>Section 3 Workers</u> = Section 3 Labor Hours/Total Labor Hours (25% of total labor hours)	
Percent of Labor Hours for <u>Targeted Section 3 Workers</u> = Targeted Section 3 Labor Hours/Total Labor Hours (5% of total labor hours)	

STEP 3. QUALITATIVE EFFORTS (24 CFR Part 75.15) If reporting indicates the agency has not met the Section 3

benchmarks, the agency must report on the qualitative nature of its activities and those its

contractors, and subcontractors pursued to meet the benchmarks. Such qualitative efforts include but are not limited to the following:

Check the Boxes on the next page that apply to demonstrate the efforts you made to satisfy your Section 3 obligations.

- ☐ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers, posting job openings at the job site, HUD Opportunity Portal, social media pages, contacting Resident Advisory Councils, and other platforms;
- ☐ Contacted agencies administering Youth Build Programs, and requesting their assistance in recruiting Youth Build Program participants for training opportunities and employment positions;
- ☐ Consulted with state and local agencies administering training programs, such as those funded through Workforce Investment Act, unemployment compensation programs, community organizations and other officials or organizations to assist with training and recruiting Section 3 Workers and Targeted Section 3 Workers;
- ☐ Held job fairs;
- ☐ Provided or connecting Section 3 Workers and Targeted Section 3 Workers with assistance in seeking employment, including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services;
- ☐ Provided or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare);
- ☐ Assisted Section 3 Workers to obtain financial literacy training and/or coaching;
- ☐ Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns;
- ☐ Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts;
- ☐ Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns;
- ☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3;
- ☐ Promoted use of Section 3 Business Registries designed to create opportunities for Section 3, disadvantaged and small businesses.

STEP 4. NOTES AND COMMENTS (attach additional sheets if necessary)

By signing below, I hereby certify and declare under penalty of perjury under the laws of the United States and the State of California that the information provided on this form, as well as all documentation provided in support thereof, are true and correct, and that I am authorized on behalf of the Company to make this certification. Furthermore, I certify that I will maintain this documentation for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200. I will make these records available to HCD and/or HUD upon request.

Signature

Name and Title

Date

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its reprocurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: CA20230024 12/08/2023

Superseded General Decision Number: CA20220024

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	01/27/2023
4	02/10/2023
5	02/24/2023
6	03/17/2023
7	06/23/2023
8	06/30/2023
9	07/14/2023
10	08/11/2023
11	08/18/2023
12	09/08/2023
13	09/15/2023
14	10/06/2023
15	11/17/2023
16	12/08/2023

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

* BRCA0004-010 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.39	18.95

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre- drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by
piledrivers): \$0.13 per hour additional.

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

* ELEC0011-001 06/26/2023

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 46.47	3%+15.53

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0441-001 12/26/2022

	Rates	Fringes
CABLE SPLICER.....	\$ 57.39	23.67
ELECTRICIAN.....	\$ 54.87	23.60

* ELEC0441-003 06/26/2023

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 44.33	16.43
Technician.....	\$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers

Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems
Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC0441-004 12/26/2022

	Rates	Fringes
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ELECTRICIAN (TRANSPORTATION
SYSTEMS, TRAFFIC SIGNALS &
STREET LIGHTING)

Cable Splicer/Fiber Optic		
Splicer.....	\$ 55.47	23.61
Electrician.....	\$ 54.87	23.60
Technician.....	\$ 41.15	23.18

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc.

Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits.

The cleaning, rodding and installation of ""fish and pull wires"". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainagae as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary toinstall the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, dector loop, fiber optic cable and video/data.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 64.40		22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 50.00		21.30
(3) Groundman.....\$ 38.23		20.89
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 63.95		37.335+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$ 51.90		30.70
GROUP 2.....\$ 52.68		30.70

GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine,

up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar

and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and

similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar

gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5

miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

 ENGI0012-004 08/01/2023

	Rates	Fringes
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OPERATOR: Power Equipment
(DREDGING)

(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

IRON0433-006 01/01/2023

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB
Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 08/01/2022

	Rates	Fringes
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Asbestos Removal Laborer.....	\$ 39.23	23.28
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SCOPE OF WORK: Includes site mobilization, initial site
cleanup, site preparation, removal of asbestos-containing
material and toxic waste, encapsulation, enclosure and
disposal of asbestos- containing materials and toxic waste
by hand or with equipment or machinery; scaffolding,
fabrication of temporary wooden barriers and assembly of
decontamination stations.

LAB00345-001 07/01/2022

	Rates	Fringes
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LABORER (GUNITE)

GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a

Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00652-001 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane

and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00652-003 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 46.28	23.52

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2023

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 41.60	16.38

PLAS0200-009 08/03/2022		

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2020		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0016-001 09/01/2023		

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

PLUM0345-001 09/01/2023		

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

ROOF0036-002 08/01/2022		

	Rates	Fringes
ROOFER.....	\$ 43.47	19.52

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-008 01/01/2023

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA,
AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY
LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.25	27.33

SFCA0709-003 09/01/2023

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF
ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS
ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 54.29	32.00

SHEE0105-003 07/01/2023

LOS ANGELES (South of a straight line drawn between Gorman and
Big Pines)and Catalina Island, INYO, KERN (Northeast part, East
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New		
Construction and Remodel		
work.....	\$ 55.16	30.04
(2) Industrial work		
including air pollution		
control systems, noise		
abatement, hand rails,		
guard rails, excluding		
aritechtural sheet metal		
work, excluding A-C,		
heating, ventilating		
systems for human comfort...	\$ 55.16	30.04

TEAM0011-002 07/01/2023

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 38.19	33.69
GROUP 2.....	\$ 38.34	33.69
GROUP 3.....	\$ 38.47	33.69
GROUP 4.....	\$ 38.66	33.69
GROUP 5.....	\$ 38.69	33.69
GROUP 6.....	\$ 38.72	33.69
GROUP 7.....	\$ 38.97	33.69
GROUP 8.....	\$ 39.22	33.69
GROUP 9.....	\$ 39.42	33.69
GROUP 10.....	\$ 39.72	33.69
GROUP 11.....	\$ 40.22	33.69
GROUP 12.....	\$ 40.65	33.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

Contract Clause, Effective July 1, 2021
HUD Section 3 Compliance

All Section 3 covered contracts and sub-contracts shall include the following clause (referred to as the Section 3 Clause):

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("**Section 3 Regulations**").
- b. The Parties agree to comply with HUD's Regulations in 24 CFR, Part 75 which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.
- c. The Sub-recipient, contractor, and subcontractor agrees to send to each labor organization or representative of workers with which the Sub-recipient, contractor, and subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient, contractor, and subcontractor's commitments under this section of the Contract and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- d. The Sub-recipient, contractor, and subcontractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor violates the regulations in Section 3 Regulations. The Sub-recipient, contractor, and subcontractor will not subcontract with any subcontractor where the Sub-recipient, contractor, and subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations 24 CFR part 75.
- e. The Sub-recipient, contractor, and subcontractor will certify that any vacant employment positions, including training positions, that are filled (1) after a

contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient, contractor, and subcontractor's obligations under 24 CFR part 75

- f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Worker and Targeted Section 3 Worker Self-Certification

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? ☐ YES ☐ NO
2. Are you a resident of the [City/County of insert name] ☐ YES ☐ NO
3. In the field below, select the amount of individual income you believe you earn on an annual basis. *The grantee should confirm that their state and local laws do not prohibit this question.

- | | | |
|--|--|---|
| ☐ Less than \$10,000 | ☐ \$30,001 - \$40,000 | ☐ More than \$60,000 |
| ☐ \$10,001 - \$20,000 | ☐ \$40,001 - \$50,000 | |
| ☐ \$20,001 - \$30,000 | ☐ \$50,001 - \$60,000 | |

Select from **ONE** of the following two options below:

I qualify as a:

- ☐ Section 3 Worker (as defined on page 4 of Section 3 Worker Certification Form)
- ☐ Targeted Section 3 Worker (as defined on pages 4-5 of Section 3 Worker Certification Form)

(frontside)

Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Is the employee a Targeted Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Was this an applicant who was hired as a result of the Section 3 project? ☐ YES ☐ NO

If Yes, what is the name of the company? _____

What was the date of hire? _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

(backside)

QUICK GUIDE

Build America, Buy America Act: Buy America Preference for CDBG Grantees



Overview of the Buy America Preference

The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the “**Buy America Preference (BAP)**” and the specific requirements are codified in 2 CFR § 184.

For more information on BABA and the BAP, [visit the BABA page](#) on the HUD Exchange.

This BABA CDBG Quick Guide is intended to assist grantees in determining when an infrastructure project must comply with the BAP requirements. It is structured into three sections:



PLANNING



PROJECT
IMPLEMENTATION AND
RECORDKEEPING



PROJECT
COMPLETION



See the [BABA CPD Overview Quick Guide](#) for information on the applicability, definitions, and requirements of the BAP.



Planning

What projects are subject to the BAP?

In the planning phase of any CDBG-funded project, grantees should determine whether or not the project is subject to the BAP and if so, for which classification(s) of products. The following process outlines the criteria for CDBG projects subject to the BAP, with four potential outcomes:

1. Complies with the BAP according to HUD's Phased Implementation Waiver, or
2. The BAP is not applicable to the entire project because it is not an infrastructure project, or
3. The BAP is not applicable to the project due to one of HUD's general waivers, or
4. The BAP is not applicable because a project- or product-specific waiver was reviewed by HUD and approved by the Office of Management and Budget's Made In America Office (MIAO).

Step 1: Type of project/activity

Are the funds being used for an infrastructure project, as defined by BABA?

- If yes, proceed to step 2.
- If no, the BAP does not apply. The BAP only applies to infrastructure projects.

Examples of CDBG projects that are considered infrastructure projects, according to BABA, include:

- Rehabilitation, maintenance, and reconstruction of buildings and real property, including housing, and
- Construction and repair of public facilities and improvements, such as water, sewer, or other utilities, roads, bridges, sidewalks, homeless shelters, or broadband infrastructure.

Step 2: Funding source

Identify the source(s) of the project funding, including HUD funding or other Federal agency funding that must comply with the BAP. Does the project funding include CDBG funding?

- If yes, proceed to step 3.
- If no, then the grantee does not need to comply with the BAP for CDBG funding but may need to comply with the BAP for other HUD or Federal funding sources.

Step 3: Materials

Identify and classify the products that will be used in each infrastructure project. Does the project use products subject to the BAP (iron, steel, construction materials, or manufactured products)?

- If yes, proceed to step 4.
- If no, then the BAP does not apply. The BAP only applies to covered materials.

For more guidance on covered products, see the [BABA CPD Overview Quick Guide](#).

Step 4: Date of obligation

Identify the obligation date of the CDBG funds, which is the date HUD executed the CDBG grant agreement. For each classification of products required to complete the infrastructure project, determine whether the date of obligation for CDBG funds falls on or after the effective date of the BAP (see table on the right).

- If yes, proceed to step 5.
- If no, the BAP does not apply to covered products before the effective date.

Covered Product	Obligation Date
Iron and Steel	The BAP applies to the purchase of iron and steel for infrastructure projects using CDBG funds obligated on or after November 15, 2022.
Specifically Listed Construction Materials (non-ferrous metals; lumber; and plastic-and polymer-based composite building materials, pipe, and tube)	The BAP will apply to the purchase of specifically listed construction materials beginning with funding obligations from FY2024 CDBG funds, as well as iron and steel.
Not Listed Construction Materials (all other plastic-and polymer-based products, glass, fiber optic cable, optical fiber, engineered wood, and drywall) Manufactured Products	The BAP will apply to the purchase of not listed construction materials and manufactured products beginning with funding obligations from FY2025 CDBG funds, as well as specifically listed construction materials, iron, and steel.

Step 5: General waivers

Consider the available HUD General Waivers and determine if all or a portion of the project is covered by any of the following waivers:

1. **Exigent Circumstances Waiver:** Is there an urgent need to immediately complete the project because of a threat to life, safety, or property of residents and the community?
 - If yes, the *Exigent Circumstances Waiver* may apply, and the project would not be subject to the BAP.
2. **De Minimis, Small Grants, and Minor Components Waiver:**
 - Is the total cost of the project from all sources equal to or less than \$250,000?
 - If yes, the *De Minimis, Small Grants, and Minor Components Waiver* may apply, and the project would not be subject to the BAP.

- OR -

This waiver can be applied to a portion of the products used in an infrastructure project if the cumulative cost of those products does not exceed five percent of the total cost of covered products used in the project (up to \$1 million). In such cases, the BAP would be waived for part of the project, but the rest would still need to comply with the BAP.

3. **Tribal Recipients Waiver:** Is the project being funded by a Tribal recipient?
 - If yes, the *Tribal Recipients Waiver* may apply and the project would not be subject to the BAP. Note that this is atypical for CPD programs.

If no to General Waiver questions 1, 2, and 3, proceed to Step 6.

Step 6: Project-specific waivers

Consider the criteria for project-specific waivers and determine if the project is eligible for a waiver due to the public interest, nonavailability of materials, or unreasonable cost.

1. Is applying the BAP to the project inconsistent with the public interest?
 - If yes, a project-/product-specific waiver may be considered.
2. Are the materials used in the project not produced in the United States or not available in sufficient quantities?
 - If yes, a project-/product-specific waiver may be considered.
3. Would the inclusion of domestically produced materials increase the cost of the overall project by more than 25 percent?
 - If yes, a project-/product-specific waiver may be considered.

Project-/product-specific waivers are available on a limited, case-by-case basis, after HUD's review, a public comment period, and final approval from the MIAO. If more than one Federal agency is funding an infrastructure project, project-/product-specific waivers will require coordination among those Federal agencies prior to a determination by the MIAO.

If no to project-/product-specific waiver questions 1, 2, and 3, the BAP likely applies and the project documentation should demonstrate that materials were procured from domestic sources in compliance with the BAP.

Example Projects



Community Center Development

In September 2023, a grantee awarded \$1 million in FY23 CDBG funds for the construction of a community center in a low- to moderate-income census tract.

- The project is an infrastructure project because it is funding construction of a building.
- The grant funds were obligated after November 15, 2022.
- The project's total budget is \$1 million.

Does the BAP apply to this project?

The BAP applies to any iron or steel used in this project. The project is not using FY2024 or later grant funds; therefore, the BAP does not apply to construction materials or manufactured products used in this project.



Community Park Rehabilitation

In September 2023, a grantee awarded \$1 million in FY23 CDBG funds for the construction of a community center in a low- to moderate-income census tract.

- The grant funds were obligated after November 15, 2022.
- The project's total budget is \$500,000 even though it is only using \$200,000 in CDBG funds.
- The project is an infrastructure project.

Does the BAP apply to this project?

Yes, the BAP applies to any iron, steel, or specifically listed construction materials used in this project. The BAP does not apply to not listed construction materials and manufactured products because the CDBG funds were obligated prior to the effective date for those products.



Owner-Occupied Rehab Program

A grantee operates an owner-occupied rehabilitation program using FY2024 and FY2025 CDBG funds. The maximum allowable rehabilitation budget for each property is \$100,000.

- The grant funds were obligated after November 15, 2022.
- The per property budget does not exceed \$250,000.

Does the BAP apply to this project?

No, the BAP does not apply to this program because the budget for each property (i.e., project) does not exceed \$100,000 and thus each individual project is exempt from the BAP under the De Minimis and Small Grants Waiver.

Procurement and Subrecipient Selection

For projects using CDBG funds obligated by HUD on or after November 15, 2022, review existing procurement policies and procedures to ensure that new administrative steps are developed to implement the BAP requirements.

When revising administrative documents, make sure to incorporate the BAP into the terms and conditions of all CDBG awards for infrastructure projects. Additionally, it is recommended to assess whether any projects that are currently underway or in the planning stages are subject to the BAP for iron, steel or other classifications of products.

CDBG grantees engaging in infrastructure projects must comply with the BAP conditions in the FY2023 HUD grant agreement. Since the terms and conditions of the BAP flow down to subrecipients, the BAP language found in the “Special Conditions” section should be incorporated into all agreements, even if the BAP does not yet apply based on the phased implementation date. The BAP must be included in all subawards, contracts, and purchase orders for the products supplied to complete the work under a CDBG award.



Photo by user:trmk on Freepik



Project Implementation and Recordkeeping

CDBG grantees should ensure that all relevant stakeholders are informed about the BAP requirements and determine whether a project is subject to the BAP and, if so, for which classification(s) of materials.

Grantees must maintain documentation in accordance with applicable program requirements for recordkeeping and record retention. It is the grantee's responsibility to ensure that all records related to BABA compliance are properly maintained, including any records kept by third parties (subrecipients, contractors, etc.).



Project Completion

CDBG grantees must retain supporting documentation from subrecipients, contractors, and vendors to develop records demonstrating compliance with the BABA requirements on a project and material level basis, regardless of whether infrastructure is the primary purpose of the project.

For HUD to consider a project/product-specific waiver the CDBG grantee must provide the following details as required by the MIAO:

- A detailed justification for the use of materials produced or manufactured outside the United States with a description of efforts made (e.g., market research, industry outreach) to avoid the need for a waiver
- A certification of a good faith effort to source domestically produced products supported by terms contained in requests for proposals, contracts, and other communications with potential vendors
- Waiver type (nonavailability, unreasonable cost, or public interest)
- Recipient name and Unique Entity Identifier
- Federal financial assistance program name
- Federal financial assistance funding amount
- Financial assistance listing name and number
- Federal Award Identification Number (FAIN) (if available)
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code)
- Total cost of infrastructure expenditures, including all Federal and non-Federal sources (as known)
- Infrastructure project description and location (as known)
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from the BAP, including name, cost, country(ies) of origin (if known), and PSC and NAICS code for each
- Anticipated impact if no waiver is issued
- Any relevant comments received during the public comment period

BAP documentation should be maintained in compliance with CDBG's record retention requirements.

Additional Resources

- [BABA CPD Overview Quick Guide](#)
- [BABA on HUD Exchange](#)
- [BABA on HUD.gov](#)
- [2 CFR 184](#)
- [2 CFR 200.322](#)
- [What is Build America, Buy America Factsheet \(OMB\)](#)
- [Made in America \(OMB\)](#)



QUICK GUIDE

Build America, Buy America Act: Buy America Preference for CDBG Grantees

This material is based upon work supported, in whole or in part, by Federal award number C-21-TA-MD-0009 awarded to Enterprise Community Partners, Inc. by the US Dept of HUD. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s), the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.