

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, October 21, 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 Murphy will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Doby will give the Invocation.

5. PRESENTATIONS

- A. Presentation by Orange County Mosquito and Vector Control District to the City in Recognition of Being Named the Most Supportive Small City Award**
- B. Presentation of a Commendation to the Los Alamitos Code Enforcement Staff in Recognition of Code Enforcement Officer Appreciation Month**
- C. Presentation by Officer Navarro Providing an Update on the Canine Program**

6. ORAL COMMUNICATIONS

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

7. UPDATES FROM THE MAYOR

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

8. UPDATES FROM THE CITY STAFF

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

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from September 1, 2024, to September 30, 2024.

Recommendation: Ratify the Warrants from September 1, 2024, to September 30, 2024, for \$2,270,057.03.

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 Adjourned Regular Minutes of September 23, 2024.

B. Authorization to Approve a Request for Proposal (RFP) for Parks and Landscape Maintenance Services (RFP 2025-06) (Development Services)

This item recommends approving a Request for Proposal (RFP) for Parks and Landscape Maintenance Services (RFP 2025-06).

Recommendation:

1. Approve the Request for Proposals (RFP 2025-06) for Parks and Landscape Maintenance Services; and,
2. Authorize Staff to advertise and solicit proposals.

C. Award of Professional Services Agreement (PSA) with Bear Electrical Solutions, LLC. for Citywide Traffic Signal Maintenance Services (Development Services)

This item recommends the awarding of a bid for citywide Traffic Signal Maintenance Services (RFP 2025-03) to Bear Electrical Solutions, LLC. in the amount of \$1,470 per month for three years with two one-year extensions.

Recommendation:

1. Award the bid for RFP 2025-03 for citywide Traffic Signal Maintenance Services to Bear Electrical Solutions, LLC. in the amount of \$1,470 per month; and,
2. Authorize the Mayor to execute the Professional Services Agreement for Traffic Signal Maintenance Services with Bear Electrical Solutions, LLC.

D. Award of Bid to Pavewest Incorporated for Citywide Hardscape Maintenance (Development Services)

This item recommends awarding a contract agreement to Pavewest Incorporated for citywide Hardscape Maintenance for an annual amount of \$298,553.

Recommendation:

1. Authorize the Mayor to execute a one-year contract agreement with Pavewest Incorporated for Citywide Hardscape Maintenance for \$259,611 for Fiscal Year 2024-2025; and,
2. Authorize the City Manager to execute up to four 1-year extensions; and,
3. Authorize a contingency of 15 percent of the bid amount not to exceed \$38,942.00.

E. Award of Bid to Marjani Builders, Inc. for Labourdette Park Construction Services (CIP No. 24/25-02) (Development Services)

This item recommends the award of a bid for the contractual demolition and construction services for the Labourdette Park Project (CIP 24/25-02) at 4401 Howard Avenue. It is recommended to award the lowest, responsible bidder, Marjani Builders, Inc., for a total project cost of \$736,826.00.

Recommendation:

1. Award demolition and construction services for the Labourdette Park Project (CIP 24/25-02) at 4401 Howard Avenue to Marjani Builders, Inc.; and,
2. Authorize the Mayor to execute the Articles of Agreement with Marjani Builders, Inc. for the Labourdette Park Project (CIP 24/25-02) in the amount of \$736,826.00; and,
3. Authorize the City Manager to add work and execute change orders relevant to the project.

11. DISCUSSION ITEM

A. Council Member Requested Agenda Item: Electronic Delivery of Financial Information (Administration)

During the September 23, 2024, adjourned regular meeting, Council Member Hibard made a motion requesting that the City Council discuss the electronic delivery of financial information. Council Member Murphy supported the motion. The motion passed 3-1-1, with Mayor Pro Tem Hasselbrink voting no and Council Member Doby abstaining. This informational staff report is the first step in the two-step process for placing items of the Agenda for consideration by the Council.

Recommendation: In accordance with the City Council's adopted Agenda Policy, this informational staff report does not request action, but seeks Council's direction. By a majority vote of the City Council Members present, staff may be directed to place this item on a future Agenda for consideration by the Council.

12. COUNCIL ANNOUNCEMENTS

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

13. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

14. ADJOURNMENT

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



Windmera Quintanar, MMC, City Clerk

Dated: October 16, 2024

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 21, 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 for the period from September 1, 2024, to September 30, 2024.

RECOMMENDATION

Ratify the Warrants from September 1, 2024, to September 30, 2024, for \$2,270,057.03.

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 \$2,270,057.03 represents checks and electronic funds transfers for the period September 1, 2024, to September 30, 2024.

Attachment: 1. Warrants 10-21-2024

CITY OF LOS ALAMITOS
A/P Warrants
October 21, 2024

To Ratify

Pages:

1-7	\$	706,902.51	Warrants	09/04/2024
8-13	\$	76,577.60	Advanced Warrant	09/11/2024
14-18	\$	521,630.07	Warrants	09/18/2024
19	\$	12,000.00	Advanced Warrant	09/27/2024
20	\$	11,072.20	Medical Retirees	09/01/2024
21	\$	252,927.35	Payroll	09/13/2024
22	\$	241,389.81	Benefits & Withholdings	09/13/2024
23	\$	294,238.83	Payroll	09/27/2024
24	\$	153,318.66	Benefits & Withholdings	09/27/2024
Grand Total	\$	<u>2,270,057.03</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from September 1, 2024 to September 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 3rd day of October, 2024

WARRANTS 09/04/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	UNIT 48-2 MODIFICATIONS	GARAGE FUND	GARAGE	502.16
			TOTAL:	502.16
ADMINSURE	WORKERS COMP SVCS 06/24	SELF INSURANCE TRU	INSURANCE	411.70
	WORKERS COMP SVCS 07/24	SELF INSURANCE TRU	INSURANCE	411.94
			TOTAL:	823.64
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 08/04-17/24	GENERAL FUND	TRAFFIC	2,207.82
			TOTAL:	2,207.82
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CTRL 07/24	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
APWA	APWA MEMBERSHIP FY 24/25	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,033.00
			TOTAL:	1,033.00
BARBARA BANNERMAN	YOGA 08/06/24	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA 08/10/24	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA 08/13/24	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA 08/17/24	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA 08/20/24	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA TUESDAY	GENERAL FUND	SPECIAL CLASSES	399.75
	YOGA SATURDAY	GENERAL FUND	SPECIAL CLASSES	607.75
			TOTAL:	1,085.50
BASE HILL INC	JANITORIAL SVCS 07/24	GENERAL FUND	BUILDING MAINTENANCE	5,809.99
			TOTAL:	5,809.99
BASK	CC CHAIRS 50% DEPOSIT	GENERAL FUND	BUILDING MAINTENANCE	7,354.06
			TOTAL:	7,354.06
BEACH CITIES TAP TRUCK INC	NITES ON PINE TAP TRUCK	GENERAL FUND	ECONOMIC DEVELOPMENT	606.51
			TOTAL:	606.51
BRYCE HAINES	CPR & AED TRAINING	GENERAL FUND	SPECIAL CLASSES	113.75
			TOTAL:	113.75
BUENA PARK PLAQUE & TROPHY	CC1 BRONZE PLAQUE 50%	GENERAL FUND	BUILDING MAINTENANCE	1,644.70
			TOTAL:	1,644.70
CANON FINANCIAL SERVICES, INC.	CONTRACT CHARGE 07/24	GENERAL FUND	RECREATION ADMINISTRAT	254.64
	METER USAGE 08/24	GENERAL FUND	RECREATION ADMINISTRAT	6.65
			TOTAL:	261.29
CARRI FOX	LINE DANCE 08/07/24	GENERAL FUND	SPECIAL CLASSES	46.20
	LINE DANCE 08/14/24	GENERAL FUND	SPECIAL CLASSES	46.20
			TOTAL:	92.40
CERTIFIED TRANSPORTATION SERVICES, INC	DAY CAMP TRANSPORT 07/23/24	GENERAL FUND	DAY CAMP	662.98
	DAY CAMP TRANSPORT 08/06/24	GENERAL FUND	DAY CAMP	835.93
	DAY CAMP TRANSPORT 07/16/24	GENERAL FUND	DAY CAMP	807.10
	DAY CAMP TRANSPORT 07/25/24	GENERAL FUND	DAY CAMP	749.45
	DAY CAMP TRANSPORT 08/08/24	GENERAL FUND	DAY CAMP	662.98
	EXCURSION TRANSPORT 07/24/24	GENERAL FUND	PLAYGROUNDS	662.98
	EXCURSION TRANSPORT 07/31/24	GENERAL FUND	PLAYGROUNDS	720.63
	EXCURSION TRANSPORT 08/07/24	GENERAL FUND	PLAYGROUNDS	662.98

WARRANTS 09/04/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	5,765.03
CHARLES ABBOTT ASSOCIATES, INC.	BLDG PERMIT FEES 07/24	GENERAL FUND	BUILDING INSPECTION	37,646.48
	DEV SVCS CONSULTANT 07/24	GENERAL FUND	BUILDING INSPECTION	960.00
	ASSISTANT PLANNER 07/24	GENERAL FUND	BUILDING INSPECTION	3,858.75
	PRINCIPAL PLANNER 07/24	GENERAL FUND	BUILDING INSPECTION	1,785.00
	NPDES & WQMP SVCS 07/24	GENERAL FUND	NPDES	910.00
			TOTAL:	45,160.23
CHARTER COMMUNICATIONS / SPECTRUM ENTE	CITY WIDE FIBER INTERNET 08/24	GENERAL FUND	NON-DEPARTMENTAL	1,734.00
			TOTAL:	1,734.00
CHERYL J. SCHNITZER	LINE DANCE 08/12/24	GENERAL FUND	SPECIAL CLASSES	19.50
	LINE DANCE 08/19/24	GENERAL FUND	SPECIAL CLASSES	9.75
	LINE DANCE DROP IN	GENERAL FUND	SPECIAL CLASSES	973.70
			TOTAL:	1,002.95
CINDI S MASSENGALE	CELEBRATE LOS AL LINE DANCE	GENERAL FUND	SPECIAL EVENTS	125.00
			TOTAL:	125.00
CINTAS CORPORATION NO. 2	FIRST AID REFILL 07/24	GENERAL FUND	BUILDING MAINTENANCE	2,030.02
			TOTAL:	2,030.02
CITY OF CYPRESS	MOBILE COMMAND POST 01-06/24	GENERAL FUND	EMERGENCY PREPAREDNESS	3,866.56
			TOTAL:	3,866.56
COLE PRO MEDIA CORP	TRANSPARENCY ADVISING 08/24	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
			TOTAL:	3,000.00
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	230.76
			TOTAL:	230.76
COSTAR REALTY INFORMATION, INC.	REAL ESTATE DATA 08/24	GENERAL FUND	ADMINISTRATION	830.78
			TOTAL:	830.78
COUNTY OF ORANGE TREASURER-TAX	OCATS CIRCUIT & SUPPORT 08/24	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	OC FINGERPRINT AFIS 08/24	GENERAL FUND	COMMUNICATIONS TECHNOL	363.00
			TOTAL:	1,636.33
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTATIVE MAINT 07/24	GENERAL FUND	STREET MAINTENANCE	1,228.50
			TOTAL:	1,228.50
DATA TICKET, INC.	PD MONTHLY CHARGES 07/24	GENERAL FUND	TRAFFIC	1,059.27
			TOTAL:	1,059.27
DELL MARKETING L.P.	COMPUTER EQUIPMENT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	11,196.93
			TOTAL:	11,196.93
ECOFERT, INC.	FERTIGATION SVCS 07/24	GENERAL FUND	PARK MAINTENANCE	630.00
			TOTAL:	630.00
ECS IMAGING, INC.	PD ADD'L LASERFICHE USERS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	830.00
			TOTAL:	830.00
ELITE SPECIAL EVENT, INC.	NITE ON PINE STAGE RENTAL	GENERAL FUND	ECONOMIC DEVELOPMENT	10,000.00

WARRANTS 09/04/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	10,000.00
ELITE WATER SYSTEMS	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	286.52
			TOTAL:	286.52
ENTERPRISE FM TRUST	VEHICLE LEASES 08/24	GARAGE FUND	GARAGE	7,909.22
	VEHICLE LEASES 08/24	GARAGE FUND	GARAGE	9,271.78
	VEHICLE LEASES 08/24	GARAGE FUND	GARAGE	13,433.25
			TOTAL:	30,614.25
EVENT NEWS ENTERPRISE	PUBLIC NOTICE SIGN ASSESSMENT	GENERAL FUND	PLANNING	450.00
	CUP 24-02 INDOOR GOLFING RANGE	GENERAL FUND	PLANNING	220.00
			TOTAL:	670.00
FEDEX	DNA TO DOJ 08/24	GENERAL FUND	RECORDS	40.35
			TOTAL:	40.35
FRONTIER COMMUNICATIONS	JAIL ALARM 08/24	GENERAL FUND	COMMUNICATIONS TECHNOL	399.59
			TOTAL:	399.59
GANAHL LUMBER COMPANY	SPEED BUMP SUPPLIES	GENERAL FUND	STREET MAINTENANCE	54.88
	WET DRY DUST EXTRACTOR TOOL	GENERAL FUND	STREET MAINTENANCE	806.32
	CURB PAINTING SUPPLIES	GENERAL FUND	STREET MAINTENANCE	114.09
	GRAFFITI REMOVAL SUPPLIES	GENERAL FUND	STREET MAINTENANCE	122.27
	TOOLS FOR CURB PAINTING	GENERAL FUND	STREET MAINTENANCE	106.08
	CITY HALL TOILET REPAIR	GENERAL FUND	BUILDING MAINTENANCE	230.50
	LIGHT FIXTURE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	104.79
	RR DOOR SIGN LITTLE COTTONWOOD	GENERAL FUND	BUILDING MAINTENANCE	72.17
	PRESCHOOL RAMP SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	62.76
	PRESCHOOL DOOR SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	209.73
			TOTAL:	1,883.59
GARAGE PILATES	PILATES ON REFORMER	GENERAL FUND	SPECIAL CLASSES	724.75
	PILATES ON REFORMER	GENERAL FUND	SPECIAL CLASSES	828.75
			TOTAL:	1,553.50
GM FINANCIAL	CHIEF'S VEHICLE PYMT 25	GARAGE FUND	GARAGE	1,159.21
	CM'S VEHICLE PYMT 6	GARAGE FUND	GARAGE	1,858.68
			TOTAL:	3,017.89
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER 07-08/24	GENERAL FUND	PARK MAINTENANCE	8,062.79
			TOTAL:	8,062.79
HI-WAY SAFETY, INC.	PW STAKE BED INSTALL LIGHTS	GARAGE FUND	GARAGE	1,660.77
			TOTAL:	1,660.77
HINDERLITER, DE LLAMAS & ASSOCIATES	TRANS TAX SVCS Q1	GENERAL FUND	FINANCE	600.00
			TOTAL:	600.00
HEMLOCK EDGE BASKETBALL LLC	HCE DROP IN 08/06/24	GENERAL FUND	SPECIAL CLASSES	16.00
	HCE DROP IN 08/08/24	GENERAL FUND	SPECIAL CLASSES	48.00
	HCE DROP IN 08/11/24	GENERAL FUND	SPECIAL CLASSES	16.00
	HCE DROP IN 08/13/24	GENERAL FUND	SPECIAL CLASSES	96.00

WARRANTS 09/04/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	HCE BALL HANDLING	GENERAL FUND	SPECIAL CLASSES	696.00
	HCE SHOOTING STARS	GENERAL FUND	SPECIAL CLASSES	168.00
	HCE TRIPLE BUNDLE	GENERAL FUND	SPECIAL CLASSES	144.00
	HCE TOTAL ATTACK SERIES	GENERAL FUND	SPECIAL CLASSES	288.00
	HCE TRAVEL BALL	GENERAL FUND	SPECIAL CLASSES	144.00
	TOTAL:			1,616.00
JHM SUPPLY INC	MEDIAN IRRIGATION REPAIR	GENERAL FUND	STREET MAINTENANCE	1,034.40
	MEDIAN IRRIGATION REPAIR	GENERAL FUND	STREET MAINTENANCE	379.15
	PARK MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	175.96
	TOTAL:			1,589.51
KEVIN STEINHAUSER	TRAVEL EXPENSES 08/05-08/07/24	GENERAL FUND	PATROL	357.07
	TOTAL:			357.07
KYA SERVICES LLC	CIP# 23/24-06 RPT 5 RETENTION	GENERAL FUND	NON-DEPARTMENTAL	13,044.69-
	CIP# 23/24-06 ROOF REPAIR	GENERAL FUND	CAPITAL PROJECTS	260,893.86
	TOTAL:			247,849.17
LA HERRADURA MOBIL DETAIL	PD CAR WASHES 07/29/24	GARAGE FUND	GARAGE	690.00
	PD CAR WASHES 08/05/24	GARAGE FUND	GARAGE	585.00
	PW CAR WASHES 08/05/24	GARAGE FUND	GARAGE	135.00
	REC CAR WASHES 08/05/24	GARAGE FUND	GARAGE	190.00
	PD CAR WASHES 08/14/24	GARAGE FUND	GARAGE	780.00
	PD CAR WASHES 08/19/24	GARAGE FUND	GARAGE	225.00
	PW CAR WASHES 08/19/24	GARAGE FUND	GARAGE	270.00
	REC CAR WASHES 08/19/24	GARAGE FUND	GARAGE	135.00
	TOTAL:			3,010.00
LEADSONLINE LLC	YEARLY SUB 11/01/24-10/31/24	GENERAL FUND	INVESTIGATION	2,305.00
	TOTAL:			2,305.00
LIEBERT CASSIDY WHITMORE	WVP TRAINING 07/31/24	GENERAL FUND	NON-DEPARTMENTAL	1,225.00
	TOTAL:			1,225.00
LOS ALAMITOS LOCK SERVICE	DUPLICATE KEYS - TRASH CAN	GENERAL FUND	PARK MAINTENANCE	37.27
	KEYS PAPER TOWEL DISPENSER	GENERAL FUND	BUILDING MAINTENANCE	21.85
	DUPLICATE KEYS - PD-17	GARAGE FUND	GARAGE	25.00
	TOTAL:			84.12
LOWE'S	CIVIC CTR PLANTS	GENERAL FUND	PARK MAINTENANCE	112.29
	TOOLS/PPE EQUIPMENT	GENERAL FUND	BUILDING MAINTENANCE	263.03
	TOTAL:			375.32
MISC. VENDOR	JORDAN ROOF CO:PERMIT CANCELLED	GENERAL FUND	NON-DEPARTMENTAL	194.53
	JORDAN ROOF CO:PERMIT CANCELLED	GENERAL FUND	NON-DEPARTMENTAL	40.60
	JORDAN ROOF CO:PERMIT CANCELLED	GENERAL FUND	NON-DEPARTMENTAL	1.00
	JORDAN ROOF CO:PERMITCANCELLED	GENERAL FUND	NON-DEPARTMENTAL	1.76
	GREENCAT INC:PERMIT CANCELLED	GENERAL FUND	NON-DEPARTMENTAL	94.40
	DANIEL KIM:TRAVEL EXPENSES	GENERAL FUND	PATROL	149.54
	MAUREEN MAHONEY:STOLEN PROPERTY	ASSET SEIZURE	NON-DEPARTMENTAL	4,000.00
	BARBARA WINN:STOLEN PROPERTY	ASSET SEIZURE	NON-DEPARTMENTAL	4,800.00
	LINDA WENDELL:STOLEN PROPERTY	ASSET SEIZURE	NON-DEPARTMENTAL	8,100.00
	GERALD BABCOCK:STOLEN PROPERTY	ASSET SEIZURE	NON-DEPARTMENTAL	17,000.00
	WANDA CARTER:STOLEN PROPERTY	ASSET SEIZURE	NON-DEPARTMENTAL	17,500.00
	TOTAL:			51,881.83

WARRANTS 09/04/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MOTOROLA SOLUTIONS, INC.	PD RADIO MOTORCYCLE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	10,391.41
	PD RADIO MOTORCYCLE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	10,278.52
	PD RADIO MOTORCYCLE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	23,757.34
	TOTAL:			44,427.27
MW ENTERPRISES- DOUGLAS WILLEY	REVIVE GRANT REIMBURSEMENT GENERAL FUND		ECONOMIC DEVELOPMENT	11,335.00
	TOTAL:			11,335.00
NORM'S AUTOMOTIVE CENTER, INC.	PD 48-K9 VEHICLE SVCS 06/24	GARAGE FUND	GARAGE	54.95
	PD 48-S2 VEHICLE SVCS 07/01	GARAGE FUND	GARAGE	152.23
	PD 48-7 VEHICLE SVCS 07/19	GARAGE FUND	GARAGE	54.95
	PD-14 A/C SVCS 07/26/24	GARAGE FUND	GARAGE	105.64
	PW-1 A/C SVCS 07/31/24	GARAGE FUND	GARAGE	460.73
	TOTAL:			828.50
ORANGE CO CHIEFS OF POLICE & SHERIFF'S	MEMBERSHIP DUES CPT GALLAU GENERAL FUND		POLICE ADMINISTRATION	250.00
	TOTAL:			250.00
OUR LOS AL	TV STATION MGMT SVCS 08/24 LOS ALAMITOS TV		LOS ALAMITOS TV	1,478.40
	TOTAL:			1,478.40
PAPER RECYCLING SPECIALISTS	SHREDDING SVCS 08/24 GENERAL FUND		NON-DEPARTMENTAL	117.00
	TOTAL:			117.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK 07/30/24 GENERAL FUND		PARK MAINTENANCE	500.00
	TOTAL:			500.00
PLANET SQUARED INC.	CELEBRATE LOS AL OPENING BAND GENERAL FUND		SPECIAL EVENTS	1,500.00
	TOTAL:			1,500.00
POWERTRIP RENTALS, LLC	NITES ON PINE LIGHT TOWERS GENERAL FUND		ECONOMIC DEVELOPMENT	985.11
	TOTAL:			985.11
PTS COMMUNICATIONS	PAYPHONE SVCS 09/24 TECHNOLOGY REPLACE		ADMINISTRATIVE SERVICE	43.00
	TOTAL:			43.00
PUBLIC AGENCY RETIREMENT SERVICES AND	PAYMENT 9 PARS TRUST GENERAL FUND		NON-DEPARTMENTAL	50,000.00
	TOTAL:			50,000.00
QUADIENT FINANCE USA, INC	POSTAGE REFILL GENERAL FUND		NON-DEPARTMENTAL	1,286.27
	TOTAL:			1,286.27
RED WING BUSINESS ADVANTAGE ACCT	PW WORK BOOTS (6) GENERAL FUND		STREET MAINTENANCE	1,637.60
	TOTAL:			1,637.60
REVELESUSA, LLC	BACKGROUND BENNETT GENERAL FUND		NON-DEPARTMENTAL	1,450.00
	TOTAL:			1,450.00
RK SPORTS LLC	EPIC SPORTS WEEK CAMP GENERAL FUND		SPECIAL CLASSES	1,105.00
	TOTAL:			1,105.00
ROBERTSON'S	12091 CHERRY ST SIDEWALK R GENERAL FUND		STREET MAINTENANCE	604.81
	TOTAL:			604.81
S & S FITNESS	POST AGILITY TEST 08/27/24 GENERAL FUND		NON-DEPARTMENTAL	500.00
	TOTAL:			500.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SIR SPEEDY PRINTING, SIGNS, MARKETING	SGT. LOPEZ BUSINESS CARDS	GENERAL FUND	PATROL	88.71
	PROJECT BANNER BLOOMFIELD	GENERAL FUND	COMMUNITY DEVEL ADMIN	95.16
	PATRIOTIC POLE BANNERS	GENERAL FUND	ECONOMIC DEVELOPMENT	1,638.75
	NITES ON PINE BANNER	GENERAL FUND	ECONOMIC DEVELOPMENT	808.35
	STEP & REPEAT BANNER	GENERAL FUND	ECONOMIC DEVELOPMENT	513.44
	BUSINESS LICENSE MAILING S	GENERAL FUND	ECONOMIC DEVELOPMENT	1,295.48
	TOTAL:			4,439.89
SITEONE LANDSCAPE SUPPLY	MEDIAN LANDSCAPE SUPPLIES	GENERAL FUND	PARK MAINTENANCE	115.52
			TOTAL:	115.52
SO CAL INDUSTRIES	3RD OF JULY FENCING	GENERAL FUND	NON-DEPARTMENTAL	1,161.07
			TOTAL:	1,161.07
SOCAL AUTO & TRUCK PARTS INC.	PD-21 BATTERY REPLACEMENT	GARAGE FUND	GARAGE	369.91
			TOTAL:	369.91
SOUTHERN CALIFORNIA EDISON	SOCAL EDISON 07/25-08/22/24	GENERAL FUND	STREET MAINTENANCE	337.78
	SOCAL EDISON 07/25-08/22/24	GENERAL FUND	PARK MAINTENANCE	22.80
	SOCAL EDISON 07/25-08/22/24	GENERAL FUND	PARK MAINTENANCE	180.97
	OPERATING RENT 08/24-08/25	GENERAL FUND	PARK MAINTENANCE	2,117.50
	TOTAL:			2,659.05
SOUTHERN CALIFORNIA GAS	SOCALGAS 07/24-08/24	GENERAL FUND	BUILDING MAINTENANCE	369.45
			TOTAL:	369.45
SPARKLETTS DRINKING WATER	DRINKING WATER 08/24	GENERAL FUND	BUILDING MAINTENANCE	406.74
			TOTAL:	406.74
ST. OF CALIFORNIA DEPT. OF JUSTICE	LIVESCANS 07/24	GENERAL FUND	NON-DEPARTMENTAL	362.00
	FINGERPRINT SVCS 08/24	GENERAL FUND	NON-DEPARTMENTAL	32.00
	TOTAL:			394.00
STEVEN B. WASSERMAN	AIKIDO MARTIAL ARTS	GENERAL FUND	SPECIAL CLASSES	111.15
			TOTAL:	111.15
SUZANNE ROADY-ROSS	COMBINED T'AI CHI CHIH	GENERAL FUND	SPECIAL CLASSES	247.00
			TOTAL:	247.00
THE ALBERT GROUP ARCHITECTS	CIVIC CTR ARCHITECT SVCS	GENERAL FUND	CAPITAL PROJECTS	15,424.36
			TOTAL:	15,424.36
THE CONVERSE PROFESSIONAL GROUP	COMM CTR ROOF PROJ SVCS	GENERAL FUND	BUILDING MAINTENANCE	1,747.04
			TOTAL:	1,747.04
THE FAMILY PLUMBER	GAS LINE REPLACEMENT PT3	GENERAL FUND	BUILDING MAINTENANCE	4,334.00
	GAS LINE REPLACEMENT PT3	GENERAL FUND	BUILDING MAINTENANCE	3,918.00
	GAS LINE REPLACEMENT PT2	GENERAL FUND	BUILDING MAINTENANCE	27,212.00
	GAS LINE REPLACEMENT CH I	GENERAL FUND	BUILDING MAINTENANCE	44,852.00
	TOTAL:			80,316.00
THE RINKS - LAKEWOOD ICE	LEARN TO SKATE	GENERAL FUND	SPECIAL CLASSES	57.85

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LEARN TO SKATE	GENERAL FUND	SPECIAL CLASSES	57.85
	LEARN TO SKATE	GENERAL FUND	SPECIAL CLASSES	57.85
			TOTAL:	173.55
THE WALKING MAN INC	NITES ON PINE DISTRIBUTION	GENERAL FUND	ECONOMIC DEVELOPMENT	775.00
			TOTAL:	775.00
TOTAL COMPENSATION SYSTEMS, INC	GASB 75 FULL VALUATION	GENERAL FUND	FINANCE	2,520.00
			TOTAL:	2,520.00
UNDERGROUND SERVICE ALERT OF SO CAL	DATABASE MAINT 08/24	GENERAL FUND	STREET MAINTENANCE	32.20
			TOTAL:	32.20
V & V MANUFACTURING, INC.	MCELROY BADGE #2 REPAIR	GENERAL FUND	POLICE ADMINISTRATION	61.13
			TOTAL:	61.13
VERIZON WIRELESS	CITY CELLPHONES 07/11-08/1	GENERAL FUND	NON-DEPARTMENTAL	3,004.02
			TOTAL:	3,004.02
VESTIS GROUP INC	PW UNIFORMS 07/15/24	GENERAL FUND	STREET MAINTENANCE	191.28
	PW UNIFORMS 07/22/24	GENERAL FUND	STREET MAINTENANCE	175.68
	PW UNIFORMS 08/12/24	GENERAL FUND	STREET MAINTENANCE	151.57
	PW UNIFORMS 08/19/2024	GENERAL FUND	STREET MAINTENANCE	95.24
			TOTAL:	613.77
WEST COAST ARBORISTS, INC.	TREE MAINT SVCS 07/24	MEASURE M	CAPITAL PROJECTS	2,295.00
			TOTAL:	2,295.00
YING LIU	PORTRAIT WORKSHOP 08/10/24	GENERAL FUND	SPECIAL CLASSES	107.25
	PORTRAIT WORKSHOP 08/17/24	GENERAL FUND	SPECIAL CLASSES	78.00
			TOTAL:	185.25

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===== FUND TOTALS =====
10  GENERAL FUND                554,149.03
26  MEASURE M                   2,295.00
27  ASSET SEIZURE               51,400.00
28  LOS ALAMITOS TV             1,478.40
50  GARAGE FUND                 40,028.48
53  TECHNOLOGY REPLACEMENT     56,497.20
54  SELF INSURANCE TRUST        823.64
99  POOL CLEARING FUND          230.76
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      GRAND TOTAL:              706,902.51
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JAMES EVENT PRODUCTIONS INC	LOS AL CARNIVAL 50%	GENERAL FUND	NON-DEPARTMENTAL	24,130.00
			TOTAL:	24,130.00
U.S. BANK	GRAND OPENING BALLOONS	GENERAL FUND	NON-DEPARTMENTAL	133.78
	TRUNK OR TREAT BALLOONS	GENERAL FUND	NON-DEPARTMENTAL	78.81
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	181.67
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	30.83
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	15.41
	ADAPTIVE REC DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	150.00
	FOOD HANDLERS CERT	GENERAL FUND	NON-DEPARTMENTAL	9.99
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	7.49
	BALANCE & FITNESS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	34.24
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	39.17
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	28.03
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	240.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	14.97
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	71.18
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	35.57
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	156.06
	SENIOR FOCUS GROUP	GENERAL FUND	NON-DEPARTMENTAL	519.02
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	75.54
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	11.99
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	20.29
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	57.68
	RETURN SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	34.24-
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	216.10
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	49.78
	SENIOR EXPO SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	84.32
	GRAND OPENING SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	324.00
	BALANCE & FITNESS CLASS	GENERAL FUND	NON-DEPARTMENTAL	51.34
	SENIOR GROCERY PRGM	GENERAL FUND	NON-DEPARTMENTAL	31.63
	SENIOR EXPO EVENT	GENERAL FUND	NON-DEPARTMENTAL	101.98
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	75.17
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	21.98
	SENIOR EXPO EVENT	GENERAL FUND	NON-DEPARTMENTAL	209.97
	SENIOR EXPO EVENT	GENERAL FUND	NON-DEPARTMENTAL	55.60
	SENIOR EXPO EVENT	GENERAL FUND	NON-DEPARTMENTAL	60.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	108.06
	SENIOR EXPO EVENT	GENERAL FUND	NON-DEPARTMENTAL	29.98
	ADAPTIVE REC BOWLING	GENERAL FUND	NON-DEPARTMENTAL	117.50
	GRAND RE-OPENING SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	17.47
	ROTB WEBSITE SUBSCRIPTION	GENERAL FUND	NON-DEPARTMENTAL	44.34
	NEFULDA ANNUAL CONFERENCE	GENERAL FUND	CITY COUNCIL	700.00
	HASSELBRINK CAL CITIES MTG	GENERAL FUND	CITY COUNCIL	30.00
	NEFULDA LOCC DIVISION MTG	GENERAL FUND	CITY COUNCIL	30.00
	MURPHY FARM TO TABLEAUX	GENERAL FUND	CITY COUNCIL	150.00
	HASSELBRINK CASA YOUTH SHELTER	GENERAL FUND	CITY COUNCIL	77.25
	REFUND HASSELBRINK CASA EVENT	GENERAL FUND	CITY COUNCIL	2.25-
	HASSELBRINK CRYSTAL HEARTS	GENERAL FUND	CITY COUNCIL	275.00
	DOBY CRYSTAL HEARTS BALL	GENERAL FUND	CITY COUNCIL	275.00
	JOSIAH DOBY CRYSTAL HEARTS BALL	GENERAL FUND	CITY COUNCIL	275.00
	HIBARD WINE & DINE EVENT	GENERAL FUND	CITY COUNCIL	100.00
	HIBARD FARM TO TABLEAUX	GENERAL FUND	CITY COUNCIL	150.00
	OC REGISTER SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	26.00
	EOQ PLAQUES SPRING 24	GENERAL FUND	ADMINISTRATION	60.92
	ADOBE SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	61.98

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ADMIN JERSEYS (20)	GENERAL FUND	ADMINISTRATION	509.41
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	104.75
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	15.47
	OC REGISTER SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	26.00
	GRANFLOR CMC TRAINING	GENERAL FUND	ADMINISTRATION	400.00
	GRANFLOR CITY CLERK WORKSHOP	GENERAL FUND	ADMINISTRATION	175.00
	COUNCIL OC REGISTER	GENERAL FUND	ADMINISTRATION	14.00
	EOQ PHOTOS	GENERAL FUND	ADMINISTRATION	16.74
	MEETING SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	14.95
	WELLNESS APP 07/24-10/24	GENERAL FUND	ADMINISTRATION	825.00
	EOQ PLATE CHANGE	GENERAL FUND	ADMINISTRATION	10.80
	WELLNESS BATHROOM RESTOCK	GENERAL FUND	ADMINISTRATION	58.26
	COUNCIL JERSEYS (4)	GENERAL FUND	ADMINISTRATION	269.69
	LUNCH AND LEARN FOOD 08/14	GENERAL FUND	ADMINISTRATION	384.94
	LUNCH AND LEARN DRINKS 08/14	GENERAL FUND	ADMINISTRATION	48.04
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	32.58
	ADMIN NAME PLATE	GENERAL FUND	ADMINISTRATION	31.96
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	50.56
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	128.70
	COUNCIL DINNER 07/19/24	GENERAL FUND	ADMINISTRATION	183.54
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	25.24
	PRECIADO CLERK TRAINING	GENERAL FUND	ADMINISTRATION	60.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	18.99
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	34.71
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	89.10
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	17.47
	PRECIADO CITY CLERK WORKSHOP	GENERAL FUND	ADMINISTRATION	350.00
	COUNCIL DINNER 08/19/24	GENERAL FUND	ADMINISTRATION	121.49
	MURPHY BUSINESS CARDS	GENERAL FUND	ADMINISTRATION	54.63
	SUPPLIES	GENERAL FUND	FINANCE	86.31
	ANNUAL MEMBERSHIP	GENERAL FUND	FINANCE	195.56
	ANNUAL MEMBERSHIP	GENERAL FUND	FINANCE	190.00
	MONTHLY SUBSCRIPTION	GENERAL FUND	FINANCE	10.00
	RFP FOR ERP TRAINING	GENERAL FUND	FINANCE	85.00
	MONTHLY ICLLOUD STORAGE	GENERAL FUND	FINANCE	0.99
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	22.49
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	42.69
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	270.12
	MONTHLY SUBSCRIPTION	GENERAL FUND	FINANCE	4.00
	SUPPLIES	GENERAL FUND	FINANCE	28.79
	FINANCE NAME PLATES/STANDS	GENERAL FUND	FINANCE	97.67
	FINANCE JERSEYS (4)	GENERAL FUND	FINANCE	269.69
	FINANCE NAME PLATE	GENERAL FUND	FINANCE	18.95
	WVP TRAINING	GENERAL FUND	NON-DEPARTMENTAL	950.00
	CITYWIDE EVACUATION SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	236.35
	EMPLOYEE IDS	GENERAL FUND	NON-DEPARTMENTAL	57.25
	ID CARD BADGE HOLDERS	GENERAL FUND	NON-DEPARTMENTAL	21.78
	CITY COPY PAPER (17)	GENERAL FUND	NON-DEPARTMENTAL	1,169.88
	PD TRAINING	GENERAL FUND	POLICE ADMINISTRATION	175.00
	PD TRAINING	GENERAL FUND	POLICE ADMINISTRATION	750.00
	PD TRAINING	GENERAL FUND	POLICE ADMINISTRATION	195.00
	PD TRAINING	GENERAL FUND	POLICE ADMINISTRATION	750.00
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	7.95
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	15.00
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	9.99
	MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	44.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CLEANING SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	11.39
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	493.21
	MICROSOFT SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	78.30
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	7.45
	HOTEL FOR TRAINING	GENERAL FUND	PATROL	528.17
	PD TRAINING	GENERAL FUND	PATROL	351.00
	ARMORY SUPPLIES	GENERAL FUND	PATROL	42.64
	OFFICE SUPPLIES	GENERAL FUND	PATROL	30.75
	OFFICE SUPPLIES	GENERAL FUND	PATROL	24.69
	OFFICE SUPPLIES	GENERAL FUND	INVESTIGATION	33.35
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	30.80
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	38.78
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	56.98
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	42.62
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	34.33
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	72.56
	REFUND OFFICE SUPPLIES	GENERAL FUND	RECORDS	64.07-
	SPECIAL EVENT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	91.65
	SPECIAL EVENT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	223.96
	SPECIAL EVENT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	24.02
	SPECIAL EVENT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	18.00
	SPECIAL EVENT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	32.76
	TEEN MENTOR SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	81.29
	MOTOR UNIFORM	GENERAL FUND	TRAFFIC	1,039.62
	PD TRAINING	GENERAL FUND	TRAFFIC	150.00
	OFFICE SUPPLIES	GENERAL FUND	TRAFFIC	62.23
	OFFICE SUPPLIES	GENERAL FUND	TRAFFIC	71.64
	MOTOR UNIFORM	GENERAL FUND	TRAFFIC	1,039.62
	MOTOR TRAINING SUMMIT	GENERAL FUND	TRAFFIC	150.00
	PD TRAINING	GENERAL FUND	K-9 Unit	475.30
	AIRFARE FOR TRAINING	GENERAL FUND	K-9 Unit	462.95
	K-9 SUPPLIES	GENERAL FUND	K-9 Unit	1.81
	K-9 LEASHES	GENERAL FUND	K-9 Unit	80.11
	K-9 FOOD SUPPLIES	GENERAL FUND	K-9 Unit	133.27
	K-9 LEASHES	GENERAL FUND	K-9 Unit	41.56
	K-9 FOOD SUPPLIES	GENERAL FUND	K-9 Unit	133.27
	K-9 SUPPLEMENTS	GENERAL FUND	K-9 Unit	80.78
	K-9 MUZZLE	GENERAL FUND	K-9 Unit	113.99
	K-9 FOOD SUPPLIES	GENERAL FUND	K-9 Unit	102.07
	MONTHLY DATA STORAGE	GENERAL FUND	COMMUNITY DEVEL ADMIN	9.99
	ADOBE LICENSE	GENERAL FUND	COMMUNITY DEVEL ADMIN	35.99
	JBL SOUND SYSTEM	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,583.04
	CASE FOR SOUND SYSTEM	GENERAL FUND	COMMUNITY DEVEL ADMIN	180.25
	PW SUNSCREEN & SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	71.61
	CC HAWAIIAN SHIRTS (5)	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.49
	MONTHLY SUBSCRIPTION	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	UNITED TEEN MENTORSHIP	GENERAL FUND	COMMUNITY DEVEL ADMIN	54.50
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.82
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	35.99
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	13.44
	RETURN OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	19.64-
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	29.97
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	5.61
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	24.40
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.47
	CITY PHONE CASE	GENERAL FUND	COMMUNITY DEVEL ADMIN	18.55

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WATER TUMBLERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	970.76
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	34.93
	MONTHLY OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	512.09
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	55.06
	R NODA YC GALA	GENERAL FUND	COMMUNITY DEVEL ADMIN	257.62
	SUPPLIES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	45.00
	AQMD ANNUAL FEES	GENERAL FUND	STREET MAINTENANCE	722.70
	INSPECTION TRAINING	GENERAL FUND	STREET MAINTENANCE	200.00
	PRESSURE WASHER ATTACHMENT	GENERAL FUND	STREET MAINTENANCE	106.67
	PW TOOLS	GENERAL FUND	STREET MAINTENANCE	342.65
	PAINT SPRAYER	GENERAL FUND	STREET MAINTENANCE	870.72
	PW ELECTRIC TRAILER DOLLY	GENERAL FUND	STREET MAINTENANCE	2,261.46
	PLANTS FOR MEDIAN KATELLA	GENERAL FUND	PARK MAINTENANCE	1,646.21
	PLANTS FOR CITY HALL	GENERAL FUND	PARK MAINTENANCE	92.36
	IRRIGATION TIMER	GENERAL FUND	PARK MAINTENANCE	402.24
	DOGGIE BAGS REFILL	GENERAL FUND	PARK MAINTENANCE	574.27
	IRRIGATION TIMER SUPPLIES	GENERAL FUND	PARK MAINTENANCE	83.00
	NITES ON PINE EVENTBRITE	GENERAL FUND	BUILDING MAINTENANCE	49.00
	PD EVIDENCE RM RENTAL	GENERAL FUND	BUILDING MAINTENANCE	336.67
	TRANSFER STATION PERMIT FEE	GENERAL FUND	BUILDING MAINTENANCE	802.50
	WAREHOUSE DOOR BARRICADE	GENERAL FUND	BUILDING MAINTENANCE	78.60
	PPE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	10.65
	PPE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	161.39
	FENLEY PUMP SCREEN	GENERAL FUND	BUILDING MAINTENANCE	214.91
	COMM CTR LIGHTS	GENERAL FUND	BUILDING MAINTENANCE	465.51
	SPECIAL CAMP SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	7.56
	REFUND FOR SUBSCRIPTION	GENERAL FUND	ECONOMIC DEVELOPMENT	522.00-
	BOOTHE NETWORK BREAKFAST	GENERAL FUND	ECONOMIC DEVELOPMENT	25.00
	ROSSMOOR LIVING AD	GENERAL FUND	ECONOMIC DEVELOPMENT	825.00
	STICKERS FOR EVENTS	GENERAL FUND	ECONOMIC DEVELOPMENT	20.76
	NITES ON PINES PARKLET GRA	GENERAL FUND	ECONOMIC DEVELOPMENT	514.06
	AD FOR NITES ON PINE	GENERAL FUND	ECONOMIC DEVELOPMENT	51.17
	EVENTBRITE SUBSCRIPTION	GENERAL FUND	ECONOMIC DEVELOPMENT	29.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	15.72
	STAFF BONFIRE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	254.13
	STAFF BONFIRE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	52.83
	STAFF BONFIRE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	25.83
	STAFF BONFIRE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	15.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	23.12
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	122.30
	LOS AL CHAMBER BREAKFAST	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	DIRECT TV SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	65.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	76.48
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	14.84
	SPOTIFY SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	19.99
	COMMISSION SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	46.08
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	9.82
	COMMISSION SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	148.16
	RECREATION JERSEYS (13)	GENERAL FUND	RECREATION ADMINISTRAT	662.23
	EOQ SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	10.00
	LOS AL CHAMBER EVENT	GENERAL FUND	RECREATION ADMINISTRAT	110.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	89.64
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	18.56
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	14.04
	E NODA SUMMER HARVEST	GENERAL FUND	RECREATION ADMINISTRAT	76.84
	R NODA SUMMER HARVEST	GENERAL FUND	RECREATION ADMINISTRAT	76.84

WARRANTS 09/11/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CAL CITIES COMMUNITY MTG	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	MONTHLY PHONE STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	E NODA YC GALA	GENERAL FUND	RECREATION ADMINISTRAT	257.62
	CONSTANT CONTACTS SUBSCRIP	GENERAL FUND	RECREATION ADMINISTRAT	342.00
	AQUATIC SUPPLIES	GENERAL FUND	AQUATICS	100.59
	AQUATIC BUSINESS CARDS	GENERAL FUND	AQUATICS	38.24
	AQUATIC SUPPLIES	GENERAL FUND	AQUATICS	283.74
	AQUATIC SUPPLIES	GENERAL FUND	AQUATICS	43.65
	RETURN SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	6.62-
	A/C BOX COVERS	GENERAL FUND	COMMUNITY SERVICES	51.08
	DRY CLEANING SVCS	GENERAL FUND	COMMUNITY SERVICES	125.00
	CARD TABLES FOR FACILITY	GENERAL FUND	COMMUNITY SERVICES	405.23
	RETURN OFFICE SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	27.43-
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	190.38
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	15.00
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	38.69
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	72.91
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	62.17
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	76.46
	UNITED SUPPLIES	GENERAL FUND	DAY CAMP	7.64
	SPECIAL CLASS SUPPLIES	GENERAL FUND	DAY CAMP	45.59
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	21.66
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	37.53
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	18.29
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	50.31
	SPECIAL CLASS SUPPLIES	GENERAL FUND	DAY CAMP	48.50
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	81.41
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	39.24
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	1,225.50
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	37.90
	DAY CAMP BUS PARKING	GENERAL FUND	DAY CAMP	100.00
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	470.52
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	172.36
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	32.58
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	132.18
	DAY CAMP EXCURSION PKG	GENERAL FUND	DAY CAMP	8.00
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	1,508.90
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	1,227.50
	DAY CAMP EXCURSION PKG	GENERAL FUND	DAY CAMP	30.00
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	49.46
	SPECIAL CAMP SUPPLIES	GENERAL FUND	DAY CAMP	17.00
	PARK EXCURSION	GENERAL FUND	PLAYGROUNDS	150.00
	PARK EXCURSION TREATS	GENERAL FUND	PLAYGROUNDS	11.97
	PARK EXCURSION	GENERAL FUND	PLAYGROUNDS	189.00
	PARK EXCURSION TREATS	GENERAL FUND	PLAYGROUNDS	5.10
	PICKLE BALL SUPPLIES	GENERAL FUND	SPORTS	39.12
	BASKETBAL CAMP CERTIFICATE	GENERAL FUND	SPORTS	14.67
	VOLLEYBALLS	GENERAL FUND	SPORTS	111.76
	VOLLEYBALL NETS	GENERAL FUND	SPORTS	291.56
	OFFICE SUPPLIES	GENERAL FUND	SPORTS	329.72
	SUPPLIES BALL DIAMOND	GENERAL FUND	SPORTS	29.54
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	18.02
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	90.90
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	32.68
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	17.74
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	42.70

WARRANTS 09/11/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	49.82
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	200.96
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	10.48
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	185.56
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	72.89
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	54.90
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	48.13
	COMM CTR MAT SVCS	GENERAL FUND	SPECIAL CLASSES	111.79
	COMM CTR MAT SVCS	GENERAL FUND	SPECIAL CLASSES	111.79
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	29.05
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	35.19
	CELEBRATE LOS AL BALLOONS	GENERAL FUND	SPECIAL EVENTS	142.26
	GLOW RUN BALLOONS	GENERAL FUND	SPECIAL EVENTS	67.97
	SERVE LOS AL SHIRTS	GENERAL FUND	SPECIAL EVENTS	591.55
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	143.12
	DRY CLEANING SVCS	GENERAL FUND	SPECIAL EVENTS	130.00
	DRY CLEANING SVCS	GENERAL FUND	SPECIAL EVENTS	120.00
	CREDIT CARD FEES	GENERAL FUND	NON-DEPARTMENTAL	1,860.90
	CHIEF'S VEHICLE MODULE REPLACEMENT	GARAGE FUND	GARAGE	771.34
	ARROWBOARD #2 KEY REPLACEMENT	GARAGE FUND	GARAGE	413.44
	SOFTWARE FOR SOCIAL MEDIA	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	34.95
	ADD'L PROFILE POPL	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	69.90
			TOTAL:	52,447.60

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===== FUND TOTALS =====
10  GENERAL FUND              75,287.97
50  GARAGE FUND                1,184.78
53  TECHNOLOGY REPLACEMENT    104.85
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      GRAND TOTAL:            76,577.60
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WARRANTS 09/18/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERICAN LEGION POST 716 LOS ALAMITOS	RENTAL HALL 09/24	GENERAL FUND	NON-DEPARTMENTAL	2,256.00
			TOTAL:	2,256.00
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CTRL AT PARKS 08/24	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
ANNE E NIETO	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	10,896.29
			TOTAL:	10,896.29
AON RISK CONSULTANTS, INC.	WC & GL ACTUARIAL STUDY	GENERAL FUND	FINANCE	26,250.00
			TOTAL:	26,250.00
BASE HILL INC	JANITORIAL SVCS 08/24	GENERAL FUND	BUILDING MAINTENANCE	5,809.99
			TOTAL:	5,809.99
BYND TALENT	CELEBRATE LOS AL BAND	GENERAL FUND	SPECIAL EVENTS	4,000.00
			TOTAL:	4,000.00
CALIRICA LLC	CONSULTING SVCS 08/24	GENERAL FUND	ADMINISTRATION	2,000.00
			TOTAL:	2,000.00
CALPERS	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	ADMINISTRATION	15,512.33
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	FINANCE	5,544.71
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	POLICE ADMINISTRATION	24,951.61
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	PATROL	62,343.16
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	INVESTIGATION	17,987.69
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	RECORDS	2,517.03
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	YOUTH SERVICES	3,078.69
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	TRAFFIC	3,165.08
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	K-9 Unit	3,121.26
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	COMMUNITY DEVEL ADMIN	14,836.00
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	PLANNING	2,356.79
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	NEIGHBORHOOD PRESERVAT	869.93
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	STREET MAINTENANCE	6,316.54
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	ECONOMIC DEVELOPMENT	1,099.68
	FY 24/25 PERS UAL PYMT 3	GENERAL FUND	RECREATION ADMINISTRAT	17,678.75
			TOTAL:	181,379.25
CERTIFIED TRANSPORTATION SERVICES, INC	EXCURSION TRANSPORT 08/02	GENERAL FUND	PLAYGROUNDS	662.98
	EXCURSION TRANSPORT 07/30	GENERAL FUND	PLAYGROUNDS	893.58
			TOTAL:	1,556.56
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	230.76
			TOTAL:	230.76
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTATIVE MAINT 08/24	GENERAL FUND	STREET MAINTENANCE	1,228.50
			TOTAL:	1,228.50
DANIELS TIRE SERVICE	PD-2 TIRE REPAIR	GARAGE FUND	GARAGE	487.66
			TOTAL:	487.66
ECOFERT, INC.	PARK FERTIGATION SVCS 08/24	GENERAL FUND	PARK MAINTENANCE	630.00
			TOTAL:	630.00
ENTERPRISE FM TRUST	VEHICLE LEASES 08/24	GARAGE FUND	GARAGE	16,046.54

WARRANTS 09/18/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	16,046.54
GANAHL LUMBER COMPANY	PW SUPPLIES 08/20/24	GENERAL FUND	STREET MAINTENANCE	87.31
	PW SUPPLIES 08/22/24	GENERAL FUND	STREET MAINTENANCE	326.41
	PW SUPPLIES 08/27/24	GENERAL FUND	STREET MAINTENANCE	150.73
	CONCRETE SUPPLIES	GENERAL FUND	PARK MAINTENANCE	141.56
			TOTAL:	706.01
GM FINANCIAL	CHIEF'S VEHICLE PYMT 26	GARAGE FUND	GARAGE	1,159.21
	CM'S VEHICLE PYMT 7	GARAGE FUND	GARAGE	1,858.68
			TOTAL:	3,017.89
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER 08-09/24	GENERAL FUND	STREET MAINTENANCE	3,281.74
	GOLDEN STATE WATER 08-09/24	GENERAL FUND	PARK MAINTENANCE	602.41
	GOLDEN STATE WATER 08-09/24	GENERAL FUND	BUILDING MAINTENANCE	1,520.11
			TOTAL:	5,404.26
HI-WAY SAFETY, INC.	NO U TURN SIGN	GENERAL FUND	STREET MAINTENANCE	112.01
	NO PARKING SIGNS TEMP (400)	GENERAL FUND	STREET MAINTENANCE	608.78
			TOTAL:	720.79
IEEE	WAREHOUSE LEASE 10/24	GENERAL FUND	NON-DEPARTMENTAL	6,764.46
	WAREHOUSE LEASE 10/24	GENERAL FUND	NON-DEPARTMENTAL	5,235.54
			TOTAL:	12,000.00
JHM SUPPLY INC	MEDIANS IRRIGATION REPAIR	GENERAL FUND	STREET MAINTENANCE	871.13
	MEDIANS IRRIGATION REPAIR	GENERAL FUND	STREET MAINTENANCE	193.97
			TOTAL:	1,065.10
KEVIN & VICKY GARRETT TENNIS, INC.	S2 TENNIS WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	127.40
	S2 TENNIS WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	338.00
	S2 TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	239.20
	S2 TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	299.65
	S2 TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	184.60
	S2 TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	312.65
	S2 TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	296.40
			TOTAL:	1,797.90
KONICA MINOLTA PREMIER FINANCE	COPIER LEASE 09/20-10/19/24	GENERAL FUND	NON-DEPARTMENTAL	1,048.46
			TOTAL:	1,048.46
LA HERRADURA MOBIL DETAIL	PD CAR WASHES 08/26/24	GARAGE FUND	GARAGE	820.00
	PD CAR WASHES 09/03/24	GARAGE FUND	GARAGE	585.00
	PW CAR WASHES 09/03/24	GARAGE FUND	GARAGE	225.00
	REC CAR WASHES 09/03/24	GARAGE FUND	GARAGE	90.00
			TOTAL:	1,720.00
LIEBERT CASSIDY WHITMORE	GENERAL SVCS 06/24	GENERAL FUND	CITY ATTORNEY	3,017.50
			TOTAL:	3,017.50
LOS ALAMITOS COMMUNITY FOUNDATION INC.	LACRF INSURANCE REIMBURSEMENT	GENERAL FUND	ADMINISTRATION	21,432.02
			TOTAL:	21,432.02
MAC'S LIFT GATE, INC	F-250 GATE INSTALLATION	GARAGE FUND	GARAGE	4,419.90
			TOTAL:	4,419.90

WARRANTS 09/18/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MACLEOD WATTS INC	GASB 68 REPORT FY 23/24	GENERAL FUND	FINANCE	2,100.00
			TOTAL:	2,100.00
MOLLY H. KNOX	FITNESS WITH MOLLY 08/24	GENERAL FUND	SPECIAL CLASSES	280.00
			TOTAL:	280.00
MV CHENG ASSOCIATES, INC.	FINANCE CONSULTANT 08/24	GENERAL FUND	FINANCE	12,682.50
			TOTAL:	12,682.50
NORM'S AUTOMOTIVE CENTER, INC.	PD-4 VEHICLE SVCS 08/05/24	GARAGE FUND	GARAGE	148.04
	REC-1 VEHICLE SVCS 08/08/24	GARAGE FUND	GARAGE	244.82
	PD-6 VEHICLE SVCS 08/16/24	GARAGE FUND	GARAGE	553.13
	PW-2 VEHICLE SVCS 08/21/24	GARAGE FUND	GARAGE	80.43
	PW-4 VEHICLE SVCS 08/16/24	GARAGE FUND	GARAGE	54.95
	REC-1 VEHICLE SVCS 08/20/24	GARAGE FUND	GARAGE	152.24
	PD-18 WATERPUMP REPLACEMENT	GARAGE FUND	GARAGE	805.22
			TOTAL:	2,038.83
NORTH STAR LAND CARE	LANDSCAPE MAINT 07/24	GENERAL FUND	STREET MAINTENANCE	9,505.66
	LANDSCAPE MAINT 08/24	GENERAL FUND	STREET MAINTENANCE	9,505.66
	TREE & LANDSCAPE REMOVAL	GENERAL FUND	BUILDING MAINTENANCE	8,155.00
			TOTAL:	27,166.32
OSTS INC.	TRAFFIC CTRL TRAINING	GENERAL FUND	STREET MAINTENANCE	1,013.94
			TOTAL:	1,013.94
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK 08/12/24	GENERAL FUND	PARK MAINTENANCE	580.00
	PUMP SEPTIC TANK 08/26/24	GENERAL FUND	PARK MAINTENANCE	600.00
			TOTAL:	1,180.00
ROBERTSON INDUSTRIES, INC.	COTTONWOOD PARK TURF	GENERAL FUND	PARK MAINTENANCE	9,899.00
	ROLL COAT ORVILLE PARK	GENERAL FUND	PARK MAINTENANCE	7,215.00
			TOTAL:	17,114.00
SC FUELS	DIESEL FUEL 08/24	GARAGE FUND	GARAGE	2,118.29
	DIESEL FUEL 08/24	GARAGE FUND	GARAGE	60.00
			TOTAL:	2,178.29
SCA OF CA LLC	STREET SWEEPING 07/24	GENERAL FUND	STREET MAINTENANCE	9,463.99
	STREET SWEEPING 08/24	GENERAL FUND	STREET MAINTENANCE	9,463.99
			TOTAL:	18,927.98
SDI PRESENCE LLC	T&M IT SUPPORT SVCS 05/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	9,276.75
			TOTAL:	9,276.75
SIR SPEEDY PRINTING, SIGNS, MARKETING	MAILING SVCS FOR ELECTION	GENERAL FUND	ADMINISTRATION	2,884.35
	REC LIGHT POLE BANNERS	GENERAL FUND	COMMUNITY SERVICES	874.00
	CELEBRATE LOS AL SIGNAGE	GENERAL FUND	SPECIAL EVENTS	471.96
	CELEBRATE LOS AL BANNERS	GENERAL FUND	SPECIAL EVENTS	1,587.95
	CELEBRATE LOS AL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	465.06
	GLOW RUN SIGNAGE	GENERAL FUND	SPECIAL EVENTS	1,186.95
	CELEBRATE LOS AL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	1,315.11
			TOTAL:	8,785.38
SITEONE LANDSCAPE SUPPLY	TREE STAKES	GENERAL FUND	PARK MAINTENANCE	54.40
	COTTONWOOD PARK IRRIGATION	GENERAL FUND	PARK MAINTENANCE	593.05

WARRANTS 09/18/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	IRRIGATION SPRAY	GENERAL FUND	PARK MAINTENANCE	385.30
			TOTAL:	1,032.75
SOUTHERN CALIFORNIA EDISON	SOCAL EDISON 07/10-08/07/24	GENERAL FUND	STREET MAINTENANCE	18,537.32
	SOCAL EDISON 07/10-08/07/24	GENERAL FUND	PARK MAINTENANCE	161.05
	SOCAL EDISON 07/10-08/07/24	GENERAL FUND	PARK MAINTENANCE	101.84
	SOCAL EDISON 07/10-08/07/24	GENERAL FUND	BUILDING MAINTENANCE	43.33
	SOCAL EDISON 07/10-08/07/24	GENERAL FUND	BUILDING MAINTENANCE	4,984.05
	SOCAL EDISON 07/10-08/07/24	GENERAL FUND	BUILDING MAINTENANCE	10,070.97
			TOTAL:	33,898.56
STANFORD SOUND AND STAGE	CONCERT STAGE 07/25/24	GENERAL FUND	NON-DEPARTMENTAL	1,590.00
			TOTAL:	1,590.00
STUDIO CREDIT LLC	YOUTH VOLLEYBALL JERSEYS (80)	GENERAL FUND	SPORTS	1,293.00
			TOTAL:	1,293.00
THE BREW KITCHEN ALEHOUSE	CC RE-OPENING CATERER SVCS	GENERAL FUND	NON-DEPARTMENTAL	5,044.11
			TOTAL:	5,044.11
TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING SVCS 09/24	GENERAL FUND	ADMINISTRATION	4,000.00
	GRANT WRITING 09/24	GENERAL FUND	ADMINISTRATION	2,000.00
			TOTAL:	6,000.00
TRIPLEPI, SMITH & ASSOCIATES, INC	VIDEO PRODUCTION 08/24	GENERAL FUND	NON-DEPARTMENTAL	1,650.00
			TOTAL:	1,650.00
UNDERGROUND SERVICE ALERT OF SO CAL	DATABASE MAINT 09/24	GENERAL FUND	STREET MAINTENANCE	32.20
			TOTAL:	32.20
UNITED STATES POSTMASTER	WINTER BROCHURE POSTAGE	GENERAL FUND	RECREATION ADMINISTRAT	2,241.47
			TOTAL:	2,241.47
VESTIS GROUP INC	PW UNIFORMS 07/08/24	GENERAL FUND	STREET MAINTENANCE	201.80
	PW UNIFORMS 07/29/24	GENERAL FUND	STREET MAINTENANCE	404.73
	PW UNIFORMS 08/05/24	GENERAL FUND	STREET MAINTENANCE	232.91
	PW UNIFORMS 08/26/24	GENERAL FUND	STREET MAINTENANCE	95.24
	PW UNIFORMS 09/02/24	GENERAL FUND	STREET MAINTENANCE	95.24
			TOTAL:	1,029.92
VOYAGER FLEET SYSTEMS, INC.	FUEL 08/24	GARAGE FUND	GARAGE	11,271.63
	TAX CREDIT 08/24	GARAGE FUND	GARAGE	436.28
			TOTAL:	10,835.35
WASTEQUIP LLC	WASHOUT UNIT FOR WH	GENERAL FUND	STREET MAINTENANCE	6,821.67
			TOTAL:	6,821.67
WATER VISIONS INC	PRESSURE WASHER REPAIR	GARAGE FUND	GARAGE	352.99
			TOTAL:	352.99
WILLDAN ENGINEERING	HOWARD RESURFACING PROJECT	MEASURE M	CAPITAL PROJECTS	185.75
	CERRITOS AVE BRIDGE REPAIR	MEASURE M	CAPITAL PROJECTS	1,072.50
	HOWARD RESURFACE PROJECT	MEASURE M	CAPITAL PROJECTS	47.50
			TOTAL:	1,305.75
WILLDAN FINANCIAL SERVICES	COST RECOVERY 08/24	GENERAL FUND	ADMINISTRATION	630.00

WARRANTS 09/18/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	630.00
WOODRUFF & SMART, APC	GENERAL SVCS 07/24	GENERAL FUND	CITY ATTORNEY	28,783.58
	LITIGATION SVCS 07/24	GENERAL FUND	CITY ATTORNEY	2,380.95
	GENERAL SVCS 07/24	GENERAL FUND	CITY ATTORNEY	734.40
	PROSECUTOR SVCS 07/24	GENERAL FUND	CITY ATTORNEY	3,618.00
			TOTAL:	35,516.93

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===== FUND TOTALS =====
10  GENERAL FUND                469,719.36
26  MEASURE M                   1,305.75
50  GARAGE FUND                 41,097.45
53  TECHNOLOGY REPLACEMENT      9,276.75
99  POOL CLEARING FUND          230.76
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      GRAND TOTAL:              521,630.07
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ADVANCED WARRANT 09/27/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
IEEE	WAREHOUSE RENT 07/24	GENERAL FUND	NON-DEPARTMENTAL	12,000.00
			TOTAL:	12,000.00

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===== FUND TOTALS =====
10  GENERAL FUND              12,000.00
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      GRAND TOTAL:           12,000.00
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Retirees Medical Reimbursement

Date: September 1, 2024

Number of Transactions: 16

Total Batch: \$11,072.20

Payroll 09/13/2024

-----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	37,988.27	26,228.56	0.00	2,482.64	9,277.07	4,662.54	6,501.47	26,824.26
10-512 Finance	14,369.77	6,715.46	0.00	4742.14	2,912.17	1234.75	1821.03	11,313.99
10-521 Police Administration	31,372.80	26,733.70	0.00	0.00	4,639.10	5,673.31	5,891.31	19,808.18
10-522 Police- Patrol	86,401.17	56,312.14	18,092.79	7,513.51	4,482.73	14,824.13	13,572.64	58,004.40
10-523 Police- Investigation	21,697.53	14,884.00	1,397.84	229.87	5,185.82	3,281.89	4,196.02	14,219.62
10-524 Police- Records	10,469.13	6,859.30	22.93	0.00	3,586.90	970.11	1,180.89	8,318.13
10-526 Police- Community Outreach	2,432.10	0.00	0.00	0.00	2,432.10	91.20	234.60	2,106.30
10-527 Police-Youth Programs	7,047.25	3,888.50	1881.05	555.50	722.20	1023.16	1247.36	4,776.73
10-528 Police- Traffic	8,611.86	3551.26	158.37	287.94	4,614.29	800.25	1027.62	6,783.99
10-531 Development Services- Administration	30,400.46	21,956.08	0.00	2,075.28	6,369.10	3,672.16	5,814.31	20,913.99
10-532 Development Services- Planning	3,920.38	3,084.68	207.18	138.12	490.40	340.59	843.32	2,736.47
10-533 Development Services- Neighborhood Preservation	5,098.46	2,469.60	79.38	0.00	2,549.48	322.04	642.41	4,134.01
10-542 Development Services- Street Maintenance	22,569.08	18,298.30	81.20	0.00	4,189.58	2,975.21	2,453.62	17,140.25
10-544 Development Services- Facility Maintenance	2,469.80	2,200.32	0.00	0.00	269.48	400.37	96.43	1,973.00
10-545 Economic Development	6,171.60	5,373.90	0.00	0.00	797.70	477.83	433.70	5,260.07
10-551 Recreation Administration	47,158.22	31,361.92	0.00	4,056.65	11,739.65	6,051.32	6,874.65	34,232.25
10-556 Recreation- Sports	14,810.88	0.00	0.00	38.99	14,771.89	555.40	744.11	13,511.37
10-557 Special Classes								
TOTALS	\$353,911.96	\$230,840.92	\$21,920.74	\$22,120.64	\$79,029.66	\$47,395.72	\$53,588.89	\$252,927.35

REGULAR INPUT: 137

MANUAL INPUT: 0

CHECK STUB COUNT: 2

DIRECT DEPOSIT STUB COUNT: 135

BENEFITS & WITHHOLDINGS										
				Employee	Employer					
		Fed Taxes	Employee/	Employer (MediCare)	\$44,534.38	\$39,542.78	\$4,991.60			
		State Taxes	Employee		\$14,046.11					
		ICMA	Employee		\$4,044.11					
		PD Association	Employee		\$1,448.66					
		LosAl Employees Assoc	Employee		\$400.00					
		Nationwide - Full Time	Employee		\$1,590.00					
		Nationwide - PT	Employee/	Employer	\$2,507.58	\$1,253.79	\$1,253.79			
		PERS Deferred Comp	Employee		\$1,705.76					
		PERS	Employee/	Employer	\$68,055.29	\$27,227.84	\$40,827.45			
		AFLAC	Employee		\$93,783.49					
		PERS Medical	Employee/	Employer	\$1,036.32					
		Delta Dental PPO	Employer		\$4,438.80					
		Delta Dental HMO	Employer		\$510.81					
		VSP Vision	Employer		\$1,136.34					
		Standard Self Admin	Employee/	Employer	\$2,152.16					
		Standard Life Optional	Employee							
		TOTALS			\$241,389.81	\$68,024.41	\$47,072.84			
DEDUCTION GRAND TOTALS										
-----EARNINGS-----				-----DEDUCTIONS-----				-----TAXES-----		
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	4940.85	\$225,318.52	125	I-125		\$867.76	FED W/H	\$ 309,871.64	\$ 34,451.98	
PTRG	1487.00	\$32,832.73	129	I-129		\$192.31	ST WH CA	\$ 309,871.64	\$ 14,046.11	
PHEO	91.17	\$2,828.93	AFP	AFLLPT		\$167.22	MEDI	\$ 344,241.41	\$ 5,090.80	\$ 4,991.60
HOL	494.00	\$23,341.02	CMF	CLOAN		\$48.08				
ABST	50.00	\$0.00	CS1	CS-C0		\$230.76				
ALWP	80.00	\$5,522.40	DC2	DCPR		\$100.00				
OT	6.50	\$390.69	DCI	DCICM		\$2,395.00				
OTS	234.00	\$21,115.87	DCM	DCICM		\$958.00				
STBY	4.00	\$414.18	DCN	DCNW		\$1,590.00				
MOT	0.00	\$266.64	DCP	DCPRS		\$1,605.76				
CAR	0.00	\$750.00	DD1	DPP01		\$396.00				
CELL	0.00	\$1,150.00	DD2	DPP02		\$253.80				
PPHC	0.00	\$2,476.24	DD3	DPP03		\$634.50				
SKIL	0.00	\$111.10	DD4	DDMO1		\$53.97				
MEDR	0.00	\$8,125.00	DD5	DDMO2		\$41.67				
SPAS	0.00	\$1,859.28	DD6	DDMO3		\$102.75				
SPSK	0.00	\$138.06	DI%	DCI%		\$105.07				
OCWD	0.00	\$350.00	DIS	DISAF		\$178.22				
OCWE	0.00	\$200.00	DLI	DCLIC		\$586.04				
UNIF	0.00	\$250.00	LEA	LAEAD		\$400.00				
UN12	0.00	\$75.00	LIF	LIFE		\$259.43				
FTO	0.00	\$131.25	LTD	A LTD		\$104.21				
ADML	58.17	\$2,932.06	MED	MDINS		\$8,635.57	\$30,252.63			
COMP	5.33	\$294.79	PBB	PRSB4		\$481.97				
EAU	72.00	\$4,065.42	PN1	PEPME		\$8,226.60				
EAA	12.00	\$0.00	PN2	PEPMR			\$8,354.00			
COMA	76.25	\$0.00	PN3	PEPSE		\$9,059.39				
FLHO	18.00	\$584.28	PN4	PEPSR			\$9,066.00			
SICK	94.66	\$5,007.54	POS	POAS		\$1,448.66				
VAC	149.74	\$9,236.55	PR0	PRM8		\$2,737.68				
POST4	0.00	\$110.00	PR2	PRSMR			\$9,907.20			
POST6	0.00	\$300.00	PR4	PRSSR			\$13,500.25			
POST7	0.00	\$3,042.84	PR5	PRSB4		\$1,175.21				
POST8	0.00	\$386.57	PR6	PRSAF		\$2,517.46				
BILI	0.00	\$250.00	PR7	PRMB4		\$666.00				
HOT	0.00	\$55.00	PR8	PRMAF		\$1,543.73				
			PR9	PRSCC		\$754.70				
			RTP	RT-PT		\$1,253.79	\$1,253.79			
			SUR	SURVI		\$65.10				
			VS1	VIS1			\$127.68			
			VS2	VIS2			\$68.67			
			VS3	VIS3			\$164.64			
Totals	\$ 7,873.67	\$ 353,911.96			\$ 47,395.72	\$ 75,135.55		\$53,588.89	\$ 4,991.60	

Payroll 09/27/2024

-----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	43,070.63	31,155.24	0.00	6,859.16	5,056.23	4,668.38	8,132.64	30,269.61
10-512 Finance	14,427.68	11,681.10	0.00	1413.30	1,333.28	1240.29	1807.68	11,379.71
10-521 Police Administration	37,591.36	28,980.50	0.00	7,072.30	1,538.56	5,748.78	5,674.04	26,168.54
10-522 Police- Patrol	84,377.01	54,425.46	16,006.93	9,871.50	4,073.12	14,855.67	11,293.02	58,228.32
10-523 Police- Investigation	44,123.56	11,624.50	5,551.11	19,900.66	7,047.29	2,999.09	13,619.75	27,504.72
10-524 Police- Records	15,608.06	6,153.70	412.70	1685.50	7,356.16	965.96	2,970.80	11,671.30
10-526 Police- Community Outreach	2,675.31	0.00	0.00	0.00	2,675.31	100.32	306.81	2,268.18
10-527 Police-Youth Programs	5,016.20	4,444.00	0.00	0.00	572.20	1002.53	570.62	3,443.05
10-528 Police- Traffic	11,144.16	4031.20	415.72	0.00	6,697.24	1033.76	1669.03	8,441.37
10-531 Development Services- Administration	32,928.69	26,568.66	0.00	868.99	5,491.04	3,776.23	6,473.34	22,679.12
10-532 Development Services- Planning	4,201.15	3,222.80	517.95	460.40	0.00	365.59	929.81	2,905.75
10-533 Development Services- Neighborhood Preservation	5,923.37	2,963.20	0.00	0.00	2,960.17	361.59	743.80	4,817.98
10-542 Development Services- Street Maintenance	26,831.97	22,611.80	2357.89	251.40	1,610.88	3,131.08	3,435.02	20,265.87
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	6,479.66	6,141.60	338.06	0.00	0.00	477.83	487.48	5,514.35
10-551 Recreation Administration	48,437.55	38,853.54	1440.63	904.06	7,239.32	5,413.58	7,432.69	35,591.28
10-556 Recreation- Sports	22,343.22	0.00	0.00	268.07	22,075.15	837.86	1,259.02	20,246.34
10-557 Special Classes								
TOTALS	\$408,572.58	\$256,225.30	\$27,040.99	\$49,555.34	\$75,750.95	\$47,418.37	\$66,915.38	\$294,238.83

REGULAR INPUT: 140

MANUAL INPUT: 0

CHECK STUB COUNT: 2

DIRECT DEPOSIT STUB COUNT: 138

BENEFITS & WITHHOLDINGS										
				Employee	Employer					
			Fed Taxes	Employee/ Employer (MediCa	\$55,029.79	\$49,238.17	\$5,791.62			
			State Taxes	Employee	\$17,677.21					
			ICMA	Employee	\$4,017.91					
			PD Association	Employee	\$1,448.66					
			LosAl Employees Assoc	Employee	\$380.00					
			Nationwide - Full Tim	Employee	\$1,590.00					
			Nationwide - PT	Employee/ Employer	\$3,498.04	\$1,749.02	\$1,749.02			
			PERS Deferred Comp	Employee	\$1,730.76					
			PERS	Employee/ Employer	\$67,946.29	\$27,340.38	\$40,605.91			
			AFLAC	Employee						
			PERS Medical	Employee/ Employer						
			Delta Dental PPO	Employer						
			Delta Dental HMO	Employer						
			VSP Vision	Employer						
			Standard Self Admin	Employee/ Employer						
			Standard Life Options	Employee						
			TOTALS		\$153,318.66	\$78,327.57	\$48,146.55			
DEDUCTION GRAND TOTALS										
-----EARNINGS-----			-----DEDUCTIONS-----							
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5510.84	\$253,464.10	125	I-125	\$867.76		FED W/H	\$ 364,444.61	\$ 43,348.48	
PTRG	2077.58	\$47,586.46	129	I-129	\$192.31		ST WH CA	\$ 364,444.61	\$ 17,677.21	
PHEO	98.03	\$3,038.95	AFP	AFLPT	\$129.12		MEDI	\$ 399,420.95	\$ 5,889.69	#####
ALWP	40.00	\$2,761.20	CMP	CLOAN	\$48.08					
OT	98.64	\$4,729.17	CS1	CS-C0	\$230.76					
OTS	213.34	\$20,686.24	DC2	DCPR	\$100.00					
STBY	20.00	\$1,625.58	DCI	DCICM	\$2,370.00					
CAR	0.00	\$750.00	DCM	DCICM		\$958.00				
PPHC	0.00	\$3,314.80	DCN	DCNW	\$1,590.00					
SKIL	0.00	\$111.10	DCP	DCPRS	\$1,630.76					
MEDR	0.00	\$8,125.00	DD1	DPP01		\$396.00				
SPAS	0.00	\$1,902.08	DD2	DPP02		\$253.80				
SPSK	0.00	\$138.06	DD3	DPP03		\$634.50				
OCWD	0.00	\$350.00	DD4	DDM01		\$53.97				
OCWE	0.00	\$200.00	DD5	DDM02		\$27.78				
UNIF	0.00	\$275.00	DD6	DDM03		\$102.75				
UNI2	0.00	\$75.00	DI%	DCI%	\$103.87					
FTO	0.00	\$151.08	DIS	DISAF	\$133.22					
RTRO	0.00	\$1,270.81	DLI	DCLIC	\$586.04					
ADML	21.50	\$1,994.93	LEA	LAEAD	\$380.00					
COMP	44.17	\$2,458.69	LIF	LIFE	\$259.43					
EAU	24.00	\$1,313.58	LTD	A LTD	\$104.21					
EAA	60.00	\$0.00	MED	MDINS	\$8,154.75	\$29,543.13				
COMA	114.25	\$0.00	PBB	PRSB	\$481.97					
FLHO	7.67	\$529.46	PN1	PEPME	\$8,327.96					
SICK	183.54	\$8,357.81	PN2	PEPMR		\$8,456.92				
VAC	101.33	\$4,759.04	PN3	PEPSE	\$9,234.51					
POST	0.00	\$3,076.04	PN4	PEPSR		\$9,241.25				
POST	0.00	\$386.57	POS	POAS	\$1,448.66					
POCO	236.75	\$16,342.85	PRO	PRM8	\$2,737.68					
POVA	204.87	\$13,798.98	PR2	PRSMR		\$9,916.71				
RTBS	0.00	\$5,000.00	PR4	PRSSR		\$12,991.03				
			PR5	PRSB4	\$926.70					
			PR6	PRSAF	\$2,522.74					
			PR7	PRMB4	\$666.00					
			PR8	PRMAF	\$1,548.48					
			PR9	PRSCC	\$830.17					
			RTP	RT-PT	\$1,749.02	\$1,749.02				
			SUR	SURVI	\$64.17					
			VS1	VIS1		\$127.68				
			VS2	VIS2		\$68.67				
			VS3	VIS3		\$164.64				
Totals	\$ 9,056.51	\$ 408,572.58			\$ 47,418.37	\$ 74,685.85			\$ 66,915.38	\$ 5,791.62

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

ADJOURNED REGULAR MEETING

Monday, September 23, 2024

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 6:00 p.m., Monday, September 23, 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
Michael S. Daudt, City Attorney
Craig Koehler, Finance Director
Matthew Lightener, Management Analyst
Orange County Fire Authority
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

3. PLEDGE OF ALLEGIANCE

Council Member Hibard led the Pledge of Allegiance.

4. INVOCATION

Mayor Nefulda gave the Invocation.

5. PRESENTATIONS

A. Presentation by Senator Janet Nguyen Providing a Legislative Update
Senator Nguyen provided 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
Mayor Nefulda presented Ms. Cary with a Proclamation. Ms. Cary spoke briefly.

C. Presentation by Chief Claborn Honoring the Late Phil McElroy, Retired Reserve Captain

Captain Claborn spoke regarding the life of Mr. McElroy.

D. Presentation of a Certificate to Ginny Ferguson, founder of Watersafe Swim School, in Recognition of Being Featured in the Mayor's Business Spotlight

Mayor Nefulda presented a certificate to Ms. Ferguson. Ms. Ferguson spoke briefly.

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.

Mayor Nefulda opened Oral Communications.

Teddy Lloyd, a Cerritos resident, spoke regarding the renovation of Laurel Park's tennis courts and stated support for additional pickleball courts.

Barbara McGuire, Precious Life Shelter Board Member, spoke regarding United Health Care's Honoree, Wendy Grose.

"Alaura", resident, said a prayer for the City.

Ray Joseph, resident, and Parks, Recreation and Cultural Arts Commissioner, provided a brief background on himself and requested his name be removed from a police report.

Laura Tanner, Calvary Chapel, said a prayer for the City.

Mayor Nefulda closed Oral Communications.

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.

Mayor Nefulda spoke regarding the upcoming events Trunk-or-Treat, Los Alamitos Community Center Grand Re-Opening, and Nites on Pine.

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.

Chief Claborn spoke regarding an upcoming update regarding the canine update.

Recreation and Community Services Director Noda recapped the Serve Los Al and Celebrate Los Al events and spoke about the upcoming Elevate Women's conference.

Development Services Director Noda provided an update regarding the Economic Development Revive program and an overview of ongoing construction projects: Sterns Park, Labourdette Park, and Soroptimist Park renovation, resurfacing of City streets, Los Alamitos Blvd. striping, Lexington striping, Los Angeles Sanitation, and the Southern California Edison vault project on Los Alamitos Blvd. and Green St.

City Manager Simmons spoke regarding the grant funding of \$11 million secured. Staff collaborated. \$2.5 million Janet Nguyen and Tanya Doby, multi \$580k Bloomfield, access to school with crosswalks and safe pathways to school, local agencies, 1 million for fire station by MPT Hasselbrink, \$5 million to redo Pine Street. SCAG/OCTA \$1.9million project V, Council Member Doby. A collaborative effort, receiving funds, tracking, and expanding properly.

9. WARRANTS

A. Warrants (Finance)

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

Council Member Hibard stated concerns regarding the current policies. City Attorney Daudt cautioned the item for Council's consideration were the submitted warrants.

Council Member Hibard received the following clarification regarding the timeline for Tripepi Smith was at Council's direction and the Los Alamitos Municipal Code allowed for sole source award of contract for Griffin Structure.

Motion: Hibard

"In an effort to show the residents of Los Alamitos that this Council values financial transparency and accountability, I move to direct staff to electronically deliver any and all financial information and legal invoices, unredacted, to any Member of Council, upon request."

City Attorney Daudt stated the motion was outside the scope of the item. For consideration were the warrants. He explained the agenda policy and two-step process to have an item added to the agenda.

Motion/Second: Hibard/Murphy

Carried 3-1-1 (Hasselbrink voted no. Doby abstained): To place an item on the next meeting for discussion regarding Council Member Hibard's motion.

"In an effort to show the residents of Los Alamitos that this Council values financial transparency and accountability, I move to direct staff to electronically deliver any and all financial information and legal invoices, unredacted, to any Member of Council, upon request".

Council Member Murphy questioned why she could not scan the paper copies herself.

Mayor Nefulda clarified there was not a transparency issue, and the information was available to the public. He pointed out the concern was the use of staff time and the volume of requests being made seeking immediate attention.

City Manager Simmons explained the current effort to modernize the Finance processes.

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council ratified the Warrants from August 1, 2024, to August 31, 2024, for \$3,013,555.58.

Roll Call

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

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.

Motion/Second: Hibard/Hasselbrink

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

A. Approval of Minutes (Administration)

Approved 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

City Council Adjourned Regular Minutes
September 23, 2024
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insurance policies, reducing coverage options for consumers. This trend is negatively affecting homeowners and business owners throughout Orange County and the State.

The City Council adopted 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 recommended that the Council accept the work as completed and direct filing of the Notice of Completion.

The City Council:

1. Accepted as complete the construction by 3M Construction Corporation for the Community Center Divider Wall Replacement Project (RFB No. 22/23-07); and,
2. Authorized 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 facilitated 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).

The City Council:

1. Approved the Request for Proposals (RFP No. 2025-02) for the installation/upgrade of the City's Access Control System; and,
2. Authorized 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 recommended actions to facilitate soliciting of bids for contractual services for Citywide Traffic Signal Maintenance Services.

The City Council:

1. Approved the Request for Proposals (RFP) 2025-03 for Citywide Traffic Signal Maintenance; and,
2. Authorized 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 facilitated soliciting bids for the contractual demolition and construction services for the Labourdette Park Project (CIP 24/25-02) at 4401 Howard Avenue.

The City Council:

1. Approved 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. Authorized 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.

Mayor Pro Tem Hasselbrink spoke regarding attendance at the Senior Exposition, Cal Cities Orange County Division Meeting, Kenny Brandyberry's 86th Birthday Celebration, Casa Youth Shelter's Texas Holdem Tournament, Celebrate Los Al with the Veterans Recognition, and, the Chamber's Heros Appreciation. She spoke in support of the Los Al and provided an update regarding the Orange County Fire Authority.

Council Member Murphy spoke regarding attendance at Representative Steel's Senior of Distinction Ceremony, Casa Youth Shelter's Texas Holdem Tournament, Women of Character of Award Ceremony, Serve Los Al, Celebrate Los Al with the Veteran Recognition, the Chamber Heros Luncheon, Farm to Table fundraiser and the Youth Center's Crystal Hearts Ball. She questioned why speed humps were removed without Traffic Commission consideration. City Manager Simmons

advised a memo could be provided to Council.

Council Member Hibard looked forward to additional details regarding speed humps and thanked her colleagues for their tenure. She spoke regarding attendance at the Chamber's Heros Lunch, Los Alamitos High School Football game, Welcome Home Ceremony for the 40th Infantry division, Celebrate Los Al with the Veterans Recognition, Las Vegas Themed Food Finders event, and upcoming St. Hedwig's Autumfest.

Council Member Doby spoke regarding attendance at Congresswomen Steele's Seniors of Distinction, Orange County Council of Government's Board meeting, Association of California Cities – Orange County (ACC-OC) Executive Board meeting, ACC-OC Falk Emergency Response Training, Southern California Association of Governments (SCAG) Committee meeting, SCAG Legislative Committee, Celebrate Los Al with the Veteran's Recognition, Working Wardrobes Presentation, ACC-OC Advocacy Trip in Washington, and stated the City had won the Most Supportive Small Cities Award from the Orange County Mosquito and Vector Control District.

Mayor Nefudla spoke regarding attendance at the Nites on Pine and encouraged the community to attend.

12. ADJOURNMENT

The City Council adjourned at 7:54 p.m.

Jordan B. Nefulda, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 21, 2024

ITEM NUMBER: 10B

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

Presented By: Ron Noda, Development Services Director

Subject: Authorization to Approve a Request for Proposal (RFP) for Parks and Landscape Maintenance Services (RFP 2025-06)

SUMMARY

This item recommends approving a Request for Proposal (RFP) for Parks and Landscape Maintenance Services (RFP 2025-06).

RECOMMENDATION

1. Approve the Request for Proposals (RFP 2025-06) for Parks and Landscape Maintenance Services; and,
2. Authorize Staff to advertise and solicit proposals.

BACKGROUND

Following a request for proposal process, the City approved a contract with North Star Land Care (North Star) in January 2021 to maintain the City's parks and other landscaped areas. The resulting RFP was awarded to North Star who provides scheduled maintenance of the City's parks (excluding Coyote Creek Trail), median, and other landscaped areas. Services include mowing, edging, sweeping and blowing of debris, litter control, trimming of trees in the median, removal of weeds, and removal of weeds at the tree wells. The current contract with North Star is for a two-year term with two one-year extensions. The City approved Amendment No. 3 to exercise the last one-year extension with North Star, which is set to expire on January 19, 2025.

DISCUSSION

The objective of the RFP is to secure reliable parks and landscape maintenance services to maintain the City's parks and landscaped areas for the enjoyment and safety of those living, visiting and working in the City.

The scope of service sought from this RFP will include the following:

- Maintenance of parks, excluding Coyote Creek walking trail.
- Maintenance of medians.
- Trimming of trees at the medians and service roads.
- Maintenance of other landscaped areas such as City Hall and Community Center.
- As needed landscaped services.

- Removal of weeds at parkway tree wells along arterials.

Key components of the proposed Agreement include the following:

- One 3-year contract and two 3-year extensions for a possible nine-year term

Below is a tentative timeline for this proposed RFP:

<u>TASK</u>	<u>DATE</u>
Release of Bid	October 22, 2024
Pre-Bid Meeting (Mandatory)	November 5, 2024
Last Day for Questions	November 13, 2024
Proposal Submittal Due Date	November 21, 2024
Council Award of Contract	December 16, 2024

FISCAL IMPACT

The cost of landscape services is estimated at \$140,000 annually. Funding for landscape maintenance comes from the Street Maintenance Division—contracted services line item (10.542.5260) in the Development Services Department.

Attachment: 1. Landscape Maintenance Services RFP 2025-06

City of Los Alamitos



Request for Proposal (RFP) 2025-06 FOR PARKS AND LANDSCAPE MAINTENANCE SERVICES

October 2024

NOTICE TO PROPOSERS

1. Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Mandatory Pre-Submittal Meeting: Tuesday, November 5, 2024 at 10:00 AM at City Council Chamber at 3191 Katella Avenue, Los Alamitos, CA 90720.
3. Last date for Questions: November 13, 2024, at 10:00 am
4. Proposals must be received by **11:00 AM. on November 21, 2024.**

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**NOTICE OF REQUEST FOR PROPOSAL (RFP) 2025-06
FOR PARKS & LANDSCAPE MAINTENANCE
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PUBLIC NOTICE IS HEREBY GIVEN

Submission Deadline: Proposals are due no later than **11:00 A.M. (Pacific Standard Time) on November 21, 2024.**

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.

Mandatory Pre-Proposal Meeting: There will be a Mandatory Pre-Proposal Meeting on **November 5, 2024 at 10:00 A.M.** at the City Council Chamber at 3191 Katella Avenue, Los Alamitos.

Contractor's License Classification: The Contractor shall possess a valid and current California Contractor State Licensing Board (CSLB) license(s) in the classification(s) required by law to perform the work the at the time of submitting a proposal for this RFP: CSLB C-27 (Landscape Contractor) and C-61/D4-49 (Tree Service).

California Wage Rate requirements: The Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <https://www.dir.ca.gov/OPRL/dprowagedetermination.htm>, or visit their website at www.dir.ca.gov. The Contractor and any subcontractors under him shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

Registration with DIR: Pursuant to Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in performance of any contract for public work, unless currently registered and qualified to perform public work unless registered with the Department of Industrial Relations.

Contact: Questions or Requests for Information (RFIs) or interpretations are due on November 13, 2024, and shall be submitted on BidNet portal. Please contact Lorry Hempe at lhemp@cityoflosalamitos.org should you have questions about this procedure.

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) has several parks and landscaped areas that it maintains. The City is seeking qualified landscape maintenance contractors to provide regular maintenance of these landscape areas. The selected firm will work closely with City staff, to ensure the most appropriate care and maintenance of the City's parks and landscape, are carried out with sensitivity to the City, its residents and visitors.

It is the intent of the City to award a Landscape Maintenance Services Agreement to the selected form in a form approved by the City Attorney. 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.

1. Project Expectations

This work consists of landscape and parks maintenance as best described under the scope of services.

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.

2. Request For Proposal (RFP) Timeline

The tentative schedule of key milestones related to the City Tree Maintenance Services is as follows:

- | | | |
|---|---------------------------|------------------|
| • | Proposal Release Date | October 22, 2024 |
| • | Mandatory Pre-Bid Meeting | November 5, 2024 |

- Last Day for Questions November 13, 2024, at 10:00 am
- Proposal Submittal Due Date November 21, 2024, at 11:00 am
- Interview of Shortlisted Contractors November 27, 2024
(If needed)
- Council Award of Contract December 16, 2024

3. 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.

4. 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.

5. 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 November 13, 2024 by 10:00 am. 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.

6. 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.

Proposals must include:

- Proposal Form -Attachment A
- Response to Technical Questions -Attachment B
- Cost Proposal-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.

Proposals shall include OSHA certification of all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection reports for equipment to be used throughout the term of this project. Both of these provisions shall be provided with the submission of proposals or if awarded, to be submitted along with the contract documents.

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 **11:00 a.m., on the 21st of November, 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.

7. 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.

8. Recognition 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.

9. 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.

10. 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.

11. Postponement of Proposal 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.

12. Disqualification of Respondents

If there is reason to believe that collusion exists among the responders, none of the proposals of the participants in such collusion will be considered. In the event that any responder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the responder 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.

13. 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.

14. 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 B. 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. All contractors submitting proposals must hold a valid State California C-27 and a C-61/ D49 Contractor's License. Contractor shall have a valid, unexpired Class C-61/D-49 (Tree Service) license at the time of submitting a proposal for this RFP. These licenses must be in good standing for the previous 7 consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

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

15. Additional Contractor Responsibilities

The Contractor shall be responsible for completing the specified services in accordance with the City's Tree Maintenance Agreement.

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 certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and the project site. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Contractor to comply with the Prevailing Wage Laws.

16. Permits and Codes

The Contractor will comply with all laws, codes, rules and regulations of the State, County, and City applicable to the work to be performed at the City's location(s). The City will provide permits at no cost to the Contractor.

17. Fixed Fee and Pricing

The Contractor shall provide a pricing proposal that is a fixed fee per tree per service. Contractor will also include a cost-per-inch of trunk diameter on complete tree and stump removals. The price given by the Contractor for tree and/or stump removals shall include all staff, materials, and equipment necessary and backfilling with good quality topsoil.

18. Term of Agreement

The term of the agreement is for one three-year contract with an additional two optional three-year extensions by mutual agreement. The first year will start on January 20, 2024 and end on June 30, 2025. The 2nd and 3rd year starts July 1st and end on June 30th.

After the third year and at the first year of the first and second three-year extensions, a CPI increase is allowable subject to a maximum increase of 2.5%.

19. City Business License

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

20. 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.

21. 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.

22. SB 854

Public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects.

SB 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects. These new requirements apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source. The City may only award public works projects to contractors and subcontractors that comply with the new Public Works Contractor Registration Law (SB 854). Contractors doing public works must register with DIR and meet the requirements before bidding on public works contracts in California.

- 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.

23. Requirements 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.

24. Selection Criteria

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

- Completeness of Proposal
- Qualification/Personnel
- Approach
- Reference
- Reasonableness of Cost and Price

SECTION II: SCOPE OF SERVICES

The sections below provide the framework for the scope of services required.

1. General

The Contractor shall provide parks and landscape maintenance services inclusive of: mowing and edging of turf areas, litter control, weed removal, tree trimming at medians, weeds and tree sucker removals at tree wells along certain parkways and service roads, cleaning the parking lot areas following the landscaped work, special seasonal display at Los Alamitos Boulevard median planter, and sweeping and blowing of hardscape areas as provided in the specifications to maintain various City facilities in accordance with the tasks and frequencies identified in the Scope of Services and Proposal Schedule.

2. Location of Work

Location of work are those sites identified under Proposal Schedule.

It shall be the Contractors' responsibility to independently visit each site. It will be the Contractors' responsibility to examine each site and to be familiar with the general condition of the site and its appurtenances and amenities. Contractors shall be deemed to accept the conditions and necessary work at any site for which they submit a proposal.

3. Qualifications of Contractor

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

4. Licenses

Contractor shall comply with the following:

- a. Contractor shall possess C-27 Contractor's License. The Contractors State License Board for the State of California has determined in writing that a C27 Landscape Contractor License is required to provide the service in these specifications. Contractor shall hold a valid C27 Landscape Contractors License and any other required permit or licenses at the time the proposal is submitted.
- b. Contractor shall have a valid, unexpired Class C-61/D-49 (Tree Service) license at the time of submitting a proposal for this RFP.

- c. Contractor shall have a Pest Control Applicator's license from the Department of Pesticide Regulations of the State of California.
- d. Contractor must obtain and maintain in effect during the term of the Contract, a valid City of Los Alamitos Business License prior to commencement of work.

5. Disposal of Recyclables and Refuse

The Contractor shall comply with the City's recycling efforts and program.

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 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.

6. 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:

- a. The Contractor must conduct all operations in accordance with the City's Stormwater Management Plan.

- b. 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.
- c. All wash water must be disposed of to a sanitary sewer.
- d. No litter, debris, oil, grease, green waste, or other materials and substances may be washed, swept, or blown into the street or storm drains.
- e. 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.
- f. 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.
- g. Contractor shall provide data to the City on pesticide and fertilizer used at the end of each month.
- h. Contractor shall provide data to the City on green waste quantity disposed and recycled.
 - i. Every effort must be taken to minimize noise.
 - ii. The Contractor is encouraged to recycle green waste, keeping it separate from trash and other debris.
 - iii. Contractor shall have an Integrated Pest Management policy/program in effect.

7. Environmental Requirements

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

8. 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:

- a. Irrigation damage shall be repaired or replaced within one water cycle or 48 hours. Any irrigation equipment damaged shall be replaced by the equivalent manufacturer equipment or as approved by the City.
- b. All damages to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

- a. Trees: Minor damage, such as bark lost from impact of mowing equipment, shall be subject to replacement with a tree comparable in species and size, as approved by the City.
- b. Shrubs: Minor damage, such as shrub and plant material lost from impact of moving equipment, shall be subject to replacement with a shrub or plant comparable in species and size, as approved by the City.
- c. Appurtenances All damage caused to components of the facilities or grounds, including but not limited to benches, picnic tables, permanent chairs, irrigation heads, valves, valve boxes, sprinkler, irrigation lines, controller boxes, concrete walks, railings, fencing and gardens caused by the Contractor, shall be corrected at the Contractor's expense.

9. Hours and Days of Maintenance Services

Normal work hours are from 8:00 a.m. to 5:00 p.m., Monday through Thursday, 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.

Contractor shall perform work in accordance with pre-approved schedule during City business or non-business hours, depending on the needs of the facility where work is performed. Changes in schedule by the City may be made with five (5) business days advance written notice to the Contractor. The Contractor must notify the City's representative(s) of any problems or service interruptions within a minimum of seventy-two (72) hours. Unavoidable service disruptions may be made up subject to the sole discretion of the City's representative(s). Costs associated with services that cannot be

made up shall be subject to action provided for herein. Repeated service interruptions without justification or approval of the City's representative(s) shall be subject to action provided for herein.

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

The basis daily hours of maintenance service shall be:

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

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

Schools

Work near schools shall not commence earlier than 9:00 a.m..

10. Service Schedule

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

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

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

Changes or variations in scheduling may be necessitated by City special events, 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.

11. 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.

Contractor shall assign a supervision for the duration of the Contract. The Supervisor shall be capable of communicating effectively, both orally and in writing, in English.

12. 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.

13. 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.

14. 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.

When working in road right-of-way, the Contractor shall comply with all procedures and requirements as specified in the State of California (CALTRANS) Manual of Traffic Controls for Construction and Maintenance Work Zones.

15. 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.

16. Additions/Deletions the City's General Maintenance Specification

The City reserves the right to make additions, deletions, revisions and/or otherwise modify the General Landscape 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.

17. Performance During Inclement Weather

- a. 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.
- b. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping.
- c. 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.

18. Performance on Schedule

All work shall be completed on the day scheduled. All schedules shall be pre-approved by the City representative.

Failure to complete the work as scheduled or as specified herein will result in the following actions:

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.

- a. 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.
- b. In cases where Contractor fails to perform as required, the value of the contract

"per day" will be deducted.

- c. 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.
- d. The Contractor shall submit a monthly Maintenance Schedule to the City at the start of the Contract and in the event of any changes to the schedule outlining the scheduled functions and to include all elements within the Contract.

19. Maintenance Standards

This specification establishes the standard for the maintenance of landscaped areas and open spaces for the City of Los Alamitos.

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. The Contractor's prime responsibility is to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this Specification.

The Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in this Specification and in keeping with the highest standards of quality and performance, as well as safe work practices and traffic controls.

Maintenance of the landscape shall include but is not limited to mowing and edging of turf areas, litter control, raking and trimming of planters, removing weeds and tree suckers from tree wells, applying herbicide when needed, sweeping, blowing of hardscape areas, and cleanup of drainage facilities.

a. Shrubs

- i. General: Shrubs shall be pruned/trimmed as required for safety, removal of broken or diseased branches, general containment or appearance.
- ii. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with the City representative.
- iii. Shrubs used as formal hedges or screens shall be pruned/trimmed as required to present a neat appearance.
- iv. Remove any spent blossoms or dead flower stalks as required for neat, clean appearance. Daylilies shall be removed manually.

- v. Shrubs and mounding shall not exceed two feet (2') in height within areas required for vehicular sight distance depending upon roadway topography.
- vi. Any paper or litter that accumulates in ground cover areas shall all be picked up on a daily basis.

b. Vines

- i. General: Vines and espalier plans shall be checked and re-tied as required. Secure vines with appropriate ties to promote directional growth on supports.
- ii. Do not use nails to secure vines on masonry walls.
- iii. Deep water vines in pockets not provided with sprinklers are required to promote optimum growth.
- iv. Pruning/trimming of vines shall be in accordance with good horticultural practices.
- v. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.

c. Ground Cover

- i. General: Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.
- ii. Cultivate and/or apply approved herbicide to remove broad-leaved and grass weeds as required. Weeds shall be controlled and maintained to avoid excessive growth that results in an objectionable height. The City representative will determine objectionable height. Remove weeds by chemical or mechanical means as approved by the City representative. This includes medians, planters, and tree wells at City parks only.
- iii. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.
- iv. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs or on structures or walls. Keep trimmed back approximately four inches (4") from structure or walls. Coordinate trimming around base of shrubs/trees with the City representative.
- v. Bare soil areas shall be cultivated a minimum of once per month.

d. Drainage Facilities

The Contractor shall continually inspect surface drains (such as bench drains and flow structures) located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate to prevent proper flow of water.

e. Litter and Debris Clean Up

- i. Do not blow grass cuttings/debris into public streets, gutters, or gutters without being swept or vacuumed clean. Remove debris generated adjacent to landscape areas (i.e., sidewalks, streets, gutters).
- ii. Do not blow grass cuttings/ debris onto private property.
- iii. All litter and debris resulting from any of the Contractors' operations, shall be removed and disposed of per the City's requirement.
- iv. All walkways shall be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic.

f. Turfgrass

- i. Mowing & Weeding: Mow, edge and remove weeds from greenbelts, tree wells, medians, service etc., **weekly**.
- ii. Cut cool season turfgrass 2 W' during warm season and reduce to 2.5"-3" during winter or cooler seasons. In warm seasons, common Bermuda shall be mowed to not exceed 2", hybrid Bermuda W' to ¾". Cut mixed turfgrasses to the City representative's recommended height.
- iii. A fine-cut flail mower, rotary mower, or reel mower that provides a smooth and continuous cut of turf at a ¾-inch height shall be acceptable. The type of mower required may vary for special events and conditions. Any acceptable mower shall be configured so the outer edges of the blade extend 18-inches to 26-inches beyond the outer edge of the wheel. A mulching mower is preferred.
- iv. In confined areas, grass clippings shall be caught at the time of mowing and disposed of off-site, and all mowers utilized for confined areas must have catchers. A "confined area" is defined as an area bordered by three or more sides by shrub beds, planters, hardscapes, walls, and fences or other like borders.
- v. All safety equipment on mowers must be fully operational.
- vi. All equipment shall remain adjusted to the proper cutting heights and shall be adequately sharpened and maintained.
- vii. Mowing shall be completed in one operation and not more than 1/3 of the total leaf height shall be removed during any single mowing operation.

- viii. More frequent mowing of turf may be authorized at the City's discretion.
- ix. Turf shall be mowed within 6-inches of all appurtenances.
- x. Damaged appurtenances, sprinkler heads, valve boxes, valve box covers or vegetation shall be repaired immediately, isolated or otherwise addressed to ensure the safety of the site, the integrity of the systems and the viability of plant materials.
- xi. When mowing, Contractor's staff must take care not to scratch or damage hardscapes, walls, planters, benches and other appurtenances. Before each mowing, the equipment used for this task must be inspected to ensure that it has not sharp or protruding rough parts (i.e. rollers, skids, brackets, blades, wheels, bed knives) which may cause damage.
- xii. Litter shall not be shredded by mowers; Contractor shall not drive over or break glass bottles or other glass objects, nor drive over excessively wet areas. Contractor shall clean up and remove litter scattered or shredded by mowers prior to leaving the job site.

Litter includes any foreign matter, debris, broken glass, paper, feces, foods and similar materials.

Contractor shall remove all clippings and debris deposited on hardscapes and other surfaces as a result of mowing operations before leaving the site.

No clippings or debris shall be blown, swept or otherwise pushed into the street or storm drains.

g. Trimming and Edging

- i. General: Trim around graphic walls, buildings, curbs, header boards, valve boxes, quick couplers and paved areas on a weekly basis to present a neat, clean appearance. All turfgrass contiguous to hardscapes shall be edged with a walk-behind, blade-type edger. String trimmers are not acceptable as a replacement for a "walk-behind" blade-type edger.

h. String Trimmers

Care shall be exercised regarding the use of string trimmers (weed eaters) to prevent damage to trees, building surfaces, walls, header boards, light fixtures, signage, etc. A maximum 12" bare soil buffer zone shall be maintained around the circumference at the base of all trees. **(Trees damaged by Contractor's operations shall be replaced at Contractor's sole expense.)**

i. Tree Wells & Sidewalks

All tree wells at designated areas shall be cleaned weekly. This includes removal of weeds/vegetation from sidewalks and tree wells. Clean

excessive dirt and weed buildup in gutters. Sidewalks adjacent to tree wells shall be cleaned.

- j. Failure to meet Maintenance Standards will be handled with the following protocol:
 - i. Verbal communication of failure to meet maintenance standards.
 - ii. Written communication of failure to meet maintenance standards.
 - iii. Penalty fee of \$100 per day will be deducted from payment to the contractor for each instance where maintenance standard was not satisfactorily met.

20. General Operations (applies to all landscape maintenance areas):

- a. All sidewalk areas abutting maintained areas shall be cleaned when left unclean by Contractor's operations.
- b. All human or animal feces or other materials detrimental to human health shall be removed from the areas.
- c. All leaves and Landscape debris shall be removed from landscaped areas and disposed of offsite.
- d. All broken glass and sharp objects shall be removed.
- e. All concrete bench drains and other surface drains under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow.
- f. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to City representative.
- g. All City parking lots (City Hall, the Community Center lot, Laurel Park, and Little Cottonwood Park) shall be blown **weekly**.

21. Hard Surface Areas

- a. These areas include hardscape, DG areas, concrete sidewalks, bicycle trails, AC walkways, courtyards, etc.
- b. All areas shall be swept or blown **weekly** to remove all deposits of silt and/or sand and glass.
- c. All areas shall be inspected and maintained in a neat, clean, and safe condition at all times. Any hazards shall be reported immediately to

the City representative within 24 hours of identification/discovery.

22. Disposal of Green Waste

Green waste debris is defined as all trimmings, brush, limbs, palm fronds and trunks generated from tree trimming, shrub trimming, and tree or shrub removal operations. Green waste debris may also include up to 1% dirt, etc. perload.

23. Weed and Pest Control

Control of horticulturally damaging plant pests (insects, diseases, vertebrates, mites, etc.) shall be the responsibility of the Contractor. Written recommendations by a licensed California Agricultural Pest Control Advisor may be required by the City prior to any application of pesticides. Control shall mean the prevention or eradication of any weed or pest to the satisfaction of the City. The City may determine an acceptable level of impact by any pest and adjust the pest control program accordingly. Proper horticultural practices shall be part of the Contractor's pest control program. Failure to prevent, treat, or manage any weed or pest infestation that results in a loss of plant material or creates a risk to public health and safety may be remedied by the City at the Contractor's expense in the form of a reduction in payment.

- a. All areas of trails, paths, and walkways shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and State Regulations. This treatment shall be performed in conjunction with the scheduled site maintenance.
- b. All areas within the parks, which are not landscaped, shall be maintained and/or treated with an appropriate herbicide to eliminate invasive weeds in conjunction with the scheduled site maintenance.
- c. In all areas prone to weed infestation, applications of appropriately labeled pre-emergent herbicide shall be required per annual maintenance as agreed upon by the City.
- d. Pest problems will be treated on a site-and need-specific basis with the knowledge and consent of the City.
- e. Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, expansion joints, curb, gutter and all other hardscape surface areas adjacent to or within the park areas on a continual basis.

24. Other

- a. Landscaped areas (citywide) shall be physically and carefully inspected weekly for weeds and removed as necessary.
- b. All shrubs, vines, and bushes (citywide) within landscaped areas shall be trimmed as necessary.
- c. *All trees within the island medians and service roads shall be trimmed as necessary.*
- d. Priority areas (Katella Avenue and Los Alamitos Boulevard median islands and service roads) shall be serviced twice a month. Priority areas are subject to change based on the City's needs.

25. Safety

The contractor shall be responsible for providing a safe workplace and for compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupation and Safety Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable government laws of City Risk Management standards.

26. Reports and Schedules

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

- a. Suggestions for improving problem areas.
- b. Reports of work planned.
- c. Monthly Maintenance Schedule(s).
- d. Notification of change in scheduled work must be received by the City at least 12 hours prior to the scheduled time for work to begin.
- e. Accident Reports shall be submitted immediately within 24 hours of the accident.
- f. Incident Reports shall be submitted immediately within 24 hours of the incident.
- g. Hazard Reports shall be reported immediately, and forms submitted monthly with any mvo l cmg.
- h. All forms and schedules shall be of a format supplied by or approved by the City.

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

27. Emergency & Call Outs

The Contractor shall have the capability of receive and respond immediately to calls of an emergency nature during normal working hours. Outside of established working hours, call of an emergency nature received by the City may be referred to the Contractor for immediate disposition.

The Contractor shall supply the City with names and phone numbers of responsible persons representing the contractor for emergency response.

28. Pruning and Training Quality Standards

- a. Shrubs, herbaceous plants, and groundcovers shall be pruned soon after the completion of a flowering and fruiting cycle, if fruits are desired. Raphiolepis fruits are not wanted; neither are those littering the pavement.
- b. Remove flower stems to point of origin.
- c. Remove branches growing beyond perimeter of foliage. It is an outline of a plant's shape. Cuts shall be inside of outer foliage and flush with branch of origin. Leave no butts or stubs. Do not trim off all foliage on one lane with hedge shears. Shearing is only for hedges, after thinning out big, long shoots.
- d. Prune to retain the natural shape of plant. Shapes vary according to plant species. Some are wider than tall like Tam or Pfitzer junipers. Some are upright like Xylosma and Photinia. There shall be no flat, square tops or unnatural forms.
- e. Prune off lower branches high enough for traffic clearance.
- f. Cut out dead, crossing, rubbing branches and v-shaped crotches, where applicable.
- g. Undercut branches over 2" in diameter before final cut is made close to a scaffold (main) branch. Shredded, tom or ripped branches shall be re-cut cleanly.

- h. An exposed wound, as where a branch was removed, shall remain exposed. Do not paint or apply any substance on a wound. It heals faster, with less disease than a covered wound.
- i. Trees close together shall be separated by removal of intermingling branches. The exception is a large hedge or windbreak consisting of one species.
- j. A young tree unable to stand upright shall be double staked. A tree too heavy for support by stakes shall have equally spaced guy wire ties to immovable stakes. The wire shall be on a 45° angle with the tree trunk.
- k. Ties and guys should be tight enough to support the tree but loose enough to allow for growth and a few inches of movement, and in place between stakes or tree trunk.
- l. Loosen ties that are so tight they are almost starting to girdle a branch or trunk.
- m. An immovable trunk in wet soil is an indication it can stand without support. Remove stakes or guy wires.
- n. Graphic descriptions on correct pruning and training of shrubs and trees is published by the International Society of Arboriculture (ISA) and the University of California Publications ANR Dept.

SECTION III SUBMITTALS

Complete Proposal Submittal consists of:

1. Proposal Form – Attachment A
2. Response to Technical Questions- Attachment B
3. Cost Proposal- Attachment C
4. Non-Collusion Affidavit- Attachement D

PROPOSAL FORM -ATTACHMENT A

A. Company Information

Contractor Name: _____

Contractor's State License # and Expiration Date: _____

DIR Public Works: _____

Physical Address: _____

Name of Authorized Representative: _____

Representative's Email Address: _____

Representative Office Phone # _____

Representative Cell Phone # _____

Company Website Address: _____

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

Date Company was Established: _____

Years of Experience: Respondent has _____ years of experience as a contractor in landscape maintenance.

B. Designation of Subcontractor

Listed below is the portion of work which will be done by any subcontractor:

Subcontractor Name: _____

Work to be performed: _____

Percentage of Work: _____

C. Addenda

Respondent acknowledges receipt of Addenda listed below by checking each Addendum received:

Addendum #1: _____
Addendum #2: _____
Addendum #3: _____
Addendum #4: _____
Addendum #5: _____
Addendum #6: _____

D. 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 proposal 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) **This bid will remain open and not be withdrawn for a period of ninety (90) days from the date of submittal.** If awarded the contract, Respondent will sign the Agreement and submit the documents required by the Contract Documents within ten (10) days after the date of the award of the contract by the City Council.
- (d) 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.
- (e) The cost proposal must include a firm unit price for each maintenance service for Year 1 (January 20, 2025 – June 30, 2026), Year 2 (July 1, 2025 – June 30, 2026), and Year 3 (July 1, 2026 – June 30, 2027) that incorporates all aspects of the work plan and covers all tasks identified in the Scope of Work.
- (f) 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.
- (g) The respondent is fully qualified to perform the work.

(h) The undersigned agrees that the City reserves the right to reject any or all proposals and reserves the right to waive informalities in proposals or proposals 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

RESPONSE TO TECHNICAL QUESTIONS- ATTACHMENT B

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

Contractor must present evidence indicative of its ability to finance, provide, and sustain the specified landscape 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 the following information:

- Customer Company/Agency name
- Customer Contact Name and Title
- Phone Number
- Email Address
- Type of services provided to the customer
- Number of years contractor has provided service to the customer.
- Year started working with the Customer

The City intends to contact these customers to determine reliability, Contractors' performance, services and other information.

2. **General Business Statement:** A statement of all 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. **Personnel:** List all key persons that will be supervising, scheduling and/or performing the scope of work. List their qualifications. Describe the makeup of your crew that will be handling the day-to-day work. Given the scope of work and expectations, how many crew members will you assign daily to the City daily.
4. **Approach :** 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. Include the following information:
 - a. Describe your quality control plan and inspection.
 - b. Describe your company's ability to address complaints and deficiencies.

- c. Describe your ability to roll out service by January 20, 2025.
- 5. **Financial Statement:** Most recent and complete financial statement of contractors' current assets, liabilities and net worth.
- 6. **Credit References:** A minimum of five (5) credit or financial references giving names, street addresses and telephone numbers in each instance.
- 7. **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.

Cost Proposal-Attachment C

List the Unit Prices and Item Amounts below:

SITE	LOCATION	TRIM TREES	FREQUENCY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM AMOUNT
MEDIANS							
Katella median islands	East of the 605 freeway to Walker Street	Yes	Every 2 Weeks	13,390	LF		
Los Alamitos Boulevard median islands	South of Coyote Creek to North of Bradbury Road	Yes	Every 2 Weeks	9,088	LF		
Rossmoor Islands	East of Los Alamitos Boulevard to West of Pine Street	Yes	Weekly	420	LF		
Bradbury Islands	East of Los Alamitos Boulevard to West of Pine Street	Yes	Weekly	417	LF		
Pine Street and Katella Avenue (median)	Pine Street/ Katella Avenue		Weekly	462	SF		
Reagan Street (median)	Reagan St. and Katella Ave.		Weekly	431	SF		
PARKWAYS AND SERVICE ROADS							
Farquhar Avenue – Southside wall and parkway area	East of Bloomfield Avenue to America Drive		Every 2 Weeks	1,847	LF		

SITE	LOCATION	TRIM TREES	FREQUENCY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM AMOUNT
Farquhar Avenue	south side		Every 2 Weeks	8,712	SF		
Los Alamos Boulevard parkway	west side (Hedwig Rd. to Bradbury Road)		Weekly	59,100	SF		
Los Alamos Boulevard parkway	east side (Harrisburg Road to Orangewood Avenue, Good Shepherd Presbyterian Church to Mobil Gas)		Weekly	6,240	SF		
Katella Avenue parkway	south side (I- 605 to Polly Pies)		Weekly	52,272	SF		
Sierra Circle, green belt	Cerritos and Sierra Circle		Weekly	3,039	SF		
Pine Street	small planter at the city owned parking lot		Weekly	40	SF		
Reagan Street	Reagan St. and Catalina St.		Weekly	481	SF		
Reagan Street	Reagan St. and Florista St.		Weekly	52	SF		
Reagan Street	10942 Reagan St.		Weekly	55	SF		
Reagan Street	10932 Reagan St.		Weekly	38	SF		

SITE	LOCATION	TRIM TREES	FREQUENCY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM AMOUNT
Ticonderoga/Katella service road	East of Ticonderoga Drive to the west of 5008 Katella Avenue (Potholder Café)		Every 2 Weeks	873	LF		
PARKS & PARKING LOTS							
Sterns Park	3871 Farquhar Avenue		Weekly	4,356	SF		
Soroptimist Park	10822 Pine Street		Weekly	3,920	SF		
Stansbury Park	3711 Toland Avenue		Weekly	21,780	SF		
Labourdette Park	4401 Howard Avenue		Weekly	8,712	SF		
Little Cottonwood Park	4000 Farquhar Avenue		Weekly	235,224	SF		
Orville R. Lewis Park	3662 Kempton Drive		Weekly	47,916	SF		
Laurel Park	10915 Bloomfield Street		Weekly	139,392	SF		
FACILITIES & PARKING LOTS - LANDSCAPE							
Civic Center Complex (to include Roberts Park, rear of Community Center)	3191 Katella Avenue & 10911 Oak Street		Weekly	26,136	SF		
Oak Bike Path	Oak Street to Coyote Creek Park		Weekly	1,016	LF		
TREE WELLS							
Ball Street	Bloomfield Street west of Kaylor Avenue (both sides of the street) Bloomfield Street east of		Every 4 weeks	ALL TREE WELLS	EA		

SITE	LOCATION	TRIM TREES	FREQUENCY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM AMOUNT
	Kaylor Avenue to Cerritos Avenue (both sides of the street)						
Bloomfield Street	Katella Avenue to Cerritos Avenue (both sides of the street) After Cerritos Avenue on the west side of Bloomfield Street past Ball Road (west side of the street only all the way to City sign/City limit)		Every 4 weeks	ALL TREE WELLS	EA		
Cerritos Avenue	From the bridge (west of Los Alamitos Boulevard) to Bloomfield Street (both sides of the street) After Bloomfield Street (only southside of street towards Lexington Drive)		Every 4 weeks	ALL TREE WELLS	EA		

SITE	LOCATION	TRIM TREES	FREQUENCY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM AMOUNT
Farquhar Avenue	East of Los Alamitos Boulevard to Lexington Drive		Every 4 weeks	ALL TREE WELLS	EA		
Katella Avenue	East of 605 Freeway to west of Walker Street -stop at All American Sign business on the south side of the street -stop at Enterprise Drive on the north side of the street		Every 4 weeks	ALL TREE WELLS	EA		
Lexington Drive	From Farquhar Avenue to City limit -from Katella Avenue to Cerritos Avenue, west side only -from Cerritos Avenue to the City sign/city limit		Every 4 weeks	ALL TREE WELLS	EA		
Los Alamitos Boulevard	From channel (south of Bradbury Road) to the bridge north of Los Alamitos Boulevard		Every 4 weeks	ALL TREE WELLS	EA		

Breakdown the 3-Year cost (annually) below :

Contract Year	Cost
Year 1 Cost (January 20, 2025 to June 30, 2025) Note: First Year Cost is for half a year	\$
Year 2 Cost (July 1, 2025 to June 30, 2026)	\$
Year 3 Cost (July 1, 2026 to June 30, 2027)	\$
TOTAL 3- YEAR COST (January 20, 2025 to June 30, 2027)	\$

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 3-Year Total: \$ _____

Proposal Schedule in words: _____

Company Name of Proposer

Date

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

EXHIBIT A-FORM
PERFORMANCE DEFICIENCY NOTIFICATION

Notification to: _____
Date: _____ Time: _____ Method: _____

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

Location: _____

Value of Deduction: \$_____

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

- ☐ 1. Performance deficiency up to \$100 per instance.
\$_____
- ☐ 2. Failure to provide adequate equipment. Deduction of up to \$100 per instance/per
work day. \$_____
- ☐ 3. Failure to protect public health and/or correct safety concerns.
\$_____
- ☐ 4. Failure to comply with water restrictions. \$_____
- ☐ 5. Major irrigation deficiencies. \$_____
- ☐ 6. Failure to respond within 30 minutes to after-hours emergency page or respond
in the field within 1 hour to an after-hours emergency. \$_____
- ☐ 7. Failure to mow, edge, sweep, pickup trash/debris, rototill tot-lots, apply chemicals, prune in an approved, professional manner.
\$_____
- ☐ 8. Failure to respond during working hours to a page within 30 minutes.
\$_____
- ☐ 9. Other: \$_____

Comments: _____

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

Contractor (Sign & Date)

City Representative (Sign & Date)

Exhibit B
LANDSCAPE MAINTENANCE SERVICES AGREEMENT

LANDSCAPE MAINTENANCE SERVICES AGREEMENT [enter name of contractor]

THIS AGREEMENT FOR LANDSCAPE 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. ____ (RFP), dated _____, 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) RFP No. _____, dated _____; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document,

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

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

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

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

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

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

2. COMPENSATION

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

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within sixty (60) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

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

4. COORDINATION OF PROJECT SERVICES

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

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

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

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

4.4 Independent Contractor.

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

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) 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 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@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 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 Water Quality Management and Compliance.

10.8.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during performance of the Services or Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid or

proposal accordingly, and assumes any and all risks and liabilities associated with and arising therefrom.

10.8.2 Compliance with Water Quality Laws, Ordinances, and Regulations.

Contractor shall keep itself and any subcontractors, staff, agents, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by, the performance of the Services or Work, including, without limitation, all applicable provisions of: the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Cal. Water Code § 1300 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local or state agency having jurisdiction over the location where the Services or Work are to be performed, conducted, or provided, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

10.8.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances, and regulations listed in subsection 1.10.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Los Alamitos Local Implementation Plan ("LIP"), and the applicable Water Quality Management Plan ("WQMP"). Such documents contain the Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Contractor hereby acknowledges and agrees to be familiar with the DAMP, the LIP, and the WQMP, and agrees to comply with the requirements specified therein.

10.8.4 Standard of Care. Contractor represents and warrants that all employees and subcontractors performing any Services or Work hereunder shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies described in Sections 10.8.2 and 10.8.3 of this Agreement. Contractor further represents and warrants that it, its employees and subcontractors will receive appropriate training regarding the requirements of the laws, regulations, and policies described in subsections 10.8.2 and 10.8.3 of this Agreement as they may relate to the Services.

10.8.5 Liability for Water Quality Non-Compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in subsections 10.8.2 and 10.8.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its elected and appointed officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in subsections 10.8.2 and 10.18.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole negligence, willful misconduct or active negligence of the City, its elected and appointed officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water

quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, and policies described in subsections 10.8.2 and 10.8.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & 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 C
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 D
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 E
STATEMENT REGARDING INSURANCE COVERAGE

**REQUEST FOR PROPOSAL (RFP) 2025-06
FOR PARKS & LANDSCAPE MAINTENANCE
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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 including insurance coverage of his/her subcontractors.

NAME OF BIDDER:_____

MAILING ADDRESS:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

EXHIBIT F
STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**REQUEST FOR PROPOSAL (RFP) 2025-06
FOR PARKS & LANDSCAPE MAINTENANCE
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefore**, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both. In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Contractors' License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 21, 2024

ITEM NUMBER: 10C

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

Presented By: Ron Noda, Development Services Director

Subject: Award of Professional Services Agreement (PSA) with Bear Electrical Solutions, LLC. for Citywide Traffic Signal Maintenance Services

SUMMARY

This item recommends the awarding of a bid for citywide Traffic Signal Maintenance Services (RFP 2025-03) to Bear Electrical Solutions, LLC. in the amount of \$1,470 per month for three years with two one-year extensions.

RECOMMENDATION

1. Award the bid for RFP 2025-03 for citywide Traffic Signal Maintenance Services to Bear Electrical Solutions, LLC. in the amount of \$1,470 per month; and,
2. Authorize the Mayor to execute the Professional Services Agreement for Traffic Signal Maintenance Services with Bear Electrical Solutions, LLC.

BACKGROUND

The City is responsible for the maintenance and operation of 21 signalized traffic 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. On occasion, emergency repairs are needed, and the contract includes services for emergency repairs. The City's current contract with Crosstown Electrical & Data, Inc. is set to expire on June 30, 2024.

DISCUSSION

On September 24, 2024, RFP 2025-03 was released and advertised in the newspaper on September 25, 2024. On October 8, 2024, staff received and reviewed responses to the City's Request for Proposals (RFP) 2025-03 for citywide Traffic Signal Maintenance Services. From the three (3) bids received, it was determined that the lowest responsible bid submitted was from Bear Electrical Solutions, LLC., with a total bid amount of \$1,470 (monthly). Additional fees would be incurred for any emergency traffic signal maintenance services requested. The bid results identifying the cost for monthly preventative maintenance are provided below:

COMPANY	MONTHLY BID AMOUNT (PREVENTATIVE MAINTENANCE)
Bear Electrical Solutions, LLC.	\$1,470
Crosstown Electrical & Data, Inc.	\$1,491
Yunex LLC	\$1,890

This agreement proposes an initial term of three-years with two (2) possible – two-year extensions by mutual agreement.

FISCAL IMPACT

Funding for this contracted service is included in FY 2024-2025 Development Services Budget
- Account No. 10.542.5294

Attachment: 1. Professional Services Agreement - Bear Electrical Solutions LLC
 2. Bear Electrical Solutions LLC Proposal

TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT BEAR ELECTRICAL SOLUTIONS, LLC.

THIS AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES (“Agreement”) is made and entered into, to be effective this 22 day of October 2024 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and BEAR ELECTRICAL SOLUTIONS, LLC., a Corporation, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide monthly preventative and emergency traffic signal maintenance services for 21 intersections in the City.

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 October 8, 2024, to provide the desired monthly preventative and emergency traffic signal maintenance services.

D. City desires to engage Contractor to provide such monthly preventative and emergency traffic signal 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 October 8, 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

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed One Thousand Four Hundred Ninety-One Dollars (\$1,470) for monthly preventative maintenance services and not to exceed Forty Thousand Dollars (\$40,000) annually in emergency services. 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 a period of three (3) years, ending on October 21, 2027, unless extended by mutual written agreement of the Parties for a maximum of two (2) additional 2-year contract extensions.

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: Art Torres, Project Manager. 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 – Bear Electrical Solutions, LLC.

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:

Robert Asuncion, Vice President
Bear Electrical Solutions, LLC.
PO Box 924
Alviso, CA 95002-0924
Robert@bear-electrical.com

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

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

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

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

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

10.7 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Contractor agrees to fully comply with all

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

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Jordan B. Nefulda
Mayor

APPROVED AS TO FORM.

Woodruff & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Bear Electrical Solutions, LLC.

By: _____
Andrew Bader
President
andrew@bear-electrical.com

By: _____
Robert Asuncion
Vice President
robert@bear-electrical.com

EXHIBIT "A"
Bear Electrical Solutions, LLC.

CONTRACTOR'S PROPOSAL/ SCOPE OF SERVICES

DATED: October 8, 2024



Driving a Higher Standard

Bear Electrical Solutions LLC

October 8th, 2024

City of Los Alamitos- Traffic Signal
Maintenance Services
RFP. 2025-03

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October 8, 2024

City of Los Alamitos
Attn: Stephanie Reis
3191 Katella Ave.
Los Alamitos, CA 90720



RE: Traffic Signal Maintenance Services RFP. 2025-03

Dear Ms. Stephanie Reis,

Bear Electrical Solutions (Bear) is interested in and committed to providing traffic signal maintenance services for the City of Los Alamitos; as such, we are excited to respond to your Request for Proposal.

Bear is a full-service electrical contractor specializing in traffic signal maintenance and emergency on-call services. Established in 2013, Bear has a proven customer base providing similar services to over 100 public municipalities throughout California.

Bear was established to deliver a "higher standard" in the the traffic signal maintenance industry. We believe we are the ideal company for the City of Los Alamitos because our company purpose is exactly what the City is looking for in this RFP.

This proposal highlights the following key advantages of having Bear as the City's maintenance provider:

- We operate a full warehouse in Anaheim and currently provide maintenance and on-call services to neighboring communities. Equipped with mobile warehouse trucks that our employees can take home, we can meet or exceed all the agency's required response times.
- Bear's executive, project, and field management staff have decades of experience in traffic signal operations and maintenance. Bear will work to provide guidance and best practice recommendations in a proactive manner to act as an extension of City staff.
- Bear has in-house laboratory staff that can provide cabinet and controller certifications, independent and non-affiliated with any controller manufacturer. We have a full test laboratory in our Anaheim office and can provide the City training and educational sessions.
- Bear has one of the best safety records in the industry, with no OSHA violations and a sub-0.65 EMR.
- Bear is a Southern California Edison-approved contractor capable of providing and coordinating any ancillary services relating to electrical systems and streetlights.
- Bear maintain and operates a turnkey communication/fiber optic team capable of providing emergency fiber optic repair, new installation, and system enhancements as part of this proposal.

Please feel free to contact me should you have any questions. I am one of the Company officers authorized to negotiate a contract with the City.

Regards,

~~Bear Electrical Solutions, LLC~~

Robert Asuncion, TE

Vice President

robert@bear-electrical.com

📍 Company HQ: 1252 State Street, PO Box 924, Alviso, CA 95002 (408) 449-5178

📍 Offices: Sacramento, CA & Anaheim, CA

COMPANY DATA



1. **Official firm name and address:** Bear Electrical Solutions, LLC.
Company HQ Address: 1252 State Street, PO Box 924, Alviso, CA 95002-0924
2. **Name, address, telephone number and email address of the Proposer's point of contact:**
Robert Asuncion, Vice President
1252 State Street, Alviso, CA 95002-0924; (408) 449-5178 office
Robert@bear-electrical.com or estimating@bear-electrical.com
3. **Indicate what type of entity (corporation, company, joint venture, etc.):** A California limited liability company (LLC)
4. **Federal Employer ID Number:** 46-1898744
5. **The address, telephone numbers, and fax numbers of each of your firm's locations:**

The company maintains two (2) other regional offices in California aside from the company HQ in Alviso, CA.

Southern California Regional Office:
1114 E. Kimberley Avenue, Anaheim, CA 92801; (714) 800-4577 office (no fax preferred)

Sacramento Regional Office:
1513 Sports Drive, Sacramento, CA 95834; (916) 907-2823 office (no fax preferred)
6. **A detailed statement indicating whether the Proposer is entirely or partially owned by another business organization or individual:**

Bear Electrical Solutions, LLC is a subsidiary and the parent company, MWE Buyer Inc., owns 100% of the subsidiary.
7. **Number of years Proposer has been in business under the present business name:** 11 years
8. **All comparable contracts currently in effect:** Bear Electrical Solutions, LLC. is currently under contract with 110 public agencies in California that is comparable in scope to this RFP.
9. **Please describe areas of specialization provided by the Proposer:** Bear Electrical Solutions, LLC. as a licensed Class A (General Engineering), Class C-10 (Electrical), C-31 (Work Zone Traffic Control), and D-31/C-61 (Pole Installation & Maintenance) specializes in traffic signal, streetlight, Intelligent Transportation Systems (ITS), and ad-hoc electrical work; new construction, emergency repair and 24/7/365 response services.
10. **Any failures or refusals to complete a contract and explanation:** NONE since company establishment
11. **Financial interests in other lines of business:** NONE since company establishment
12. **Known conflicts of interest:** NONE since company establishment

B. OVERALL APPROACH



Scope of Work:

From the RFP we understand that the City of Los Alamitos is looking to retain a highly qualified company specializing in Traffic Signal Maintenance and Repair Services. We have reviewed the specific details outlined as the Scope of Work and are confident we can meet and exceed all the tasks, requirements and response times outlined by the City. Based on our understanding of the scope, we have developed the following approach.

Method of Approach

Through our experience servicing agencies throughout California, we understand that an RFP cannot capture all the literal details and intricacies of a traffic signal and streetlight maintenance program. Because of this, we understand that a successful electrical maintenance contractor needs to be flexible and adaptable to complete necessary tasks promptly. We accomplish this in three (3) ways.

1. Communication



We understand that a maintenance business is a business built on trust and relationships. To build and maintain trust, continuous communication is paramount. This starts with assigning single points of contact in a qualified foreman electrician and project manager. Through these direct channels of communication, it's our standard practice to consistently communicate with each other in a collaborative manner. This allows for us to adapt our work schedule, backlog, and manpower allocation to the specific needs of the City. To assist with communication and transparency, we have developed an in-house web-based Maintenance Management System built on the salesforce platform. This, along with a well implemented communication and reporting plan allows us to provide real time updates on assigned tasks to our clients as well as meaningful reports.

2. Allocation of Resources



Through our combined experience and statewide presence, we know what it takes to properly staff and manage a traffic signal maintenance contract. We also understand that our assigned workload may not always be linear due to the responsive nature of such contracts. With that in mind, we assembled a field team of over 100 electricians, fiber optic and low voltage technicians, operators, and laborers available to assist under the direct supervision of our foreman electrician. This allows for us to not only exceed response time expectations on a day-to-day basis, but also complete larger scopes and tasks in a timely manner as they may arise.

3. Additional In-House Services



Through our experience servicing similarly positioned agencies, we understand that a maintenance program may evolve or expand at times to include signal upgrades, modifications, and installations. Over time, we have expanded our services to include the following to further support the needs of our existing maintenance clients. Over time, we have grown our maintenance business to capture the below mentioned scopes in-house. By performing these scopes of work in-house rather than subcontracting, it allows for us to have control of our schedule and meet the needs and expectations of our clients in a timely manner.

B. OVERALL APPROACH



Work order organization and reporting

We plan to utilize our Maintenance Management System (MMS) built in-house on the Salesforce platform to manage and organize incoming work orders from various sources. We utilize our MMS to manage work from inception at the time of dispatch to month-end billing and reporting.



Knowledge of Local Conditions and Concerns

As a maintenance company already servicing 100+ agencies in California, our team has established contacts, business permits, and routine procedures at the varied municipalities, communities, and significant unincorporated rural areas necessary to complete the scope of work for this project.

Our team has all the institutional knowledge and has completed all the research required to fully understand the unique nuances at each of the signalized locations for the City – this includes understanding the traffic control needs, traffic flow, locations of field elements (i.e., pull boxes, service points, etc.) and general locale background information.

Subcontractor Work

Bear intends to self-perform all the work associated with this contract. From traffic control, concrete work, fiber optic / low-voltage communication, directional boring, and potholing to crane work, Bear has the necessary licenses, personnel, equipment, and resources to self-perform all aspects of the maintenance and construction work.

B. OVERALL APPROACH



Communication & Reporting Plan

We believe in leveraging technology to enhance our communication and provide an unparalleled customer experience. With that, we utilize a blend of automatically generated tasks in our maintenance management system accompanied by personal communication to ensure all stakeholders are informed on current status of work. Our intent is to work collaboratively to develop communication support channels that best suit the city's needs. Below is a conceptual communication plan that we have found to be successful in neighboring agencies.

Communication Support Plan

<u>Type</u>	<u>Responsibility</u>	<u>Description</u>
Automatic Email Alerts	Bear Salesforce CRM (to be provided at no additional cost)	Upon commencement of work, automatic email alerts are configured so stakeholders can be notified of work as its completed
Emergency Work requiring immediate attention	Bear Technician/Project Manager	For issues concerning public safety, we empower our technicians to communicate directly with our clients to resolve issues as quickly as possible. A brief follow-up with written communication on the subject matter will be communicated via email by the project manager
Weekly Account Update	Bear Project Manager	At the end of each week, the assigned project manager provides an update via email on completed work this week, proposed schedule for the following week, and status on all open work with action items for both Bear and the City
Monthly Maintenance Meetings	Bear Project Manager	Meet in person or virtually once per month with all project stakeholders to discuss status of project.
Monthly Accounting Reports	Bear Accounting Department	Our accounting department sends monthly invoicing summarizing all work performed during the previous month with costs broken down per work order. Along with this report, our accounting department also captures year-to-date expenditures and available contract balances. This allows both the City and Bear to manage the rate of expenditures and make educated decisions on how to best use available funding.

Communication Feedback

One of the core values we built our business on is the notion of continuous improvement. This can only happen with open and honest feedback. We encourage all stakeholders to provide feedback and suggest any improvements or changes meet the needs of the City.

B. OVERALL APPROACH



Base Maintenance

Work Type	Contract Required Response Time	Bear Committed Response Time
Comprehensive Preventative	Every 30 days	No later than 30 days from previous maintenance
Emergency Response	30 Minutes	Not greater than 30 minutes hr-24/7/365
Standard High Priority Response	Same Day Response	Not greater than 4 hours
Standard Response	24 Hour Response	Same day response
As Required / Scheduled	5 Working Days	By end of work week

Unscheduled Maintenance & Extra Work

Work Type	
Installation of traffic signs onto traffic signal equipment	As needed – (2) hrs. to (5) days to respond
Communication troubleshooting /repair/ installation	As needed – (2) hrs. to (5) days to respond
Underground Service Alerts (USA) for traffic signals	As needed
Inputting signal timing changes	As needed
Plan review of traffic signal design prepared by others	As needed
Review of shop drawings for traffic signal equipment	As needed
Traffic signal construction inspection	As needed
Other traffic signal system-related work	As needed

B. OVERALL APPROACH

SAMPLE PREVENTATIVE MAINTENANCE CHECKLIST



Intersection/Group:

Preventative and Routine Maintenance Checklist

Electrician Name:

Routine Inspection		Initial and Date Performed	Notes
	Description of Task to Perform Per Visit		
1	Record arrival time, date, work done, and name of the traffic signal technician on the maintenance forms supplied by the Contractor and retained in the controller cabinet. Correct and/or report all deficiencies.		
2	Check timing of individual signal phases, as per timing sheet provided by the City. Time intervals for traffic signal controller functions, emergency vehicle and railroad preempt functions and settings for vehicle detector operations are established by the City. The Contractor shall be responsible to see that the signal settings so established are maintained. The Contractor may make changes required on detector settings only, not timing parameters, on a temporary basis due to traffic signal malfunctions such as detector failures. The Engineer shall be informed of any and all changes within the next business day.		
3	Using a stopwatch, check the actual timing of yellow and red clearance intervals for all phases against the programmed time. Notify the Engineer by the next business day of any detected discrepancy.		
4	Move the fan thermostat setting and determine if the fan is operable. Reset thermostat for 90 degrees.		
5	Visually inspect all relays, clocks, dials, photocells, cabinet locks, cabinet fans, switches and appurtenances and make routine adjustments or minor repairs if necessary.		
6	Check and tighten all screws on the terminal strips in the controller cabinets.		
7	Check signal cabinet for traces of rust. Remove rust and paint over areas of rust. Report to the Engineer the cause of the rust.		
8	Check signal cabinet and service box for presence of graffiti. Remove graffiti by either by brushing, wiping, or painting over it. If painting, obtain approval from the Engineer prior to performing the work. Painting shall not be allowed on existing unpainted anodized aluminum cabinets or on painted cabinets treated with anti-graffiti coating.		
9	Check signal cabinet for presence of pests and mitigate appropriately.		
10	Vacuum cabinet and remove any foreign material. Check cabinet filter for tight fit and tape if required. Check cabinet seal for water-tightness and re-seal where necessary.		
11	Inspect all vehicle and pedestrian signal heads including backplates, visors, and indications for proper operation, alignment, broken lenses. Replace all broken and/or missing parts, align signal and pedestrian heads, and adjust all mast arm signs as necessary. Replace all burnt-out vehicle and pedestrian signal indications with LED indications.		
12	Check all vehicle detectors for functional operation. Walk intersection and check condition of all pavement loops. Verify that all loops are functional and placing calls to the designated phases. Check the seal of all pavement loops and reseal if needed.		
13	Check all pedestrian push buttons for functional operation. Replace or repair any broken or defective pedestrian push buttons. All new pedestrian push buttons shall be 2" diameter ADA push buttons when replacing existing non-APS push buttons. New push buttons must be Piezo driven solid-state, capable of placing a call when pushed with as little as two pounds of force, shall provide both audible and visual (LED light) confirmation of activation by a pedestrian.		
14	Walk the intersection and inspect all pull boxes and hand-hole locations. Replace all missing and broken pull box lids and hand-hole covers.		
15	Remove all postings and adhesive material on cabinets and signal poles.		
16	Check related photoelectric circuitry and make routine adjustments or minor repairs as necessary.		
17	At locations equipped with audible pedestrian signals or accessible pedestrian signals (APS), check and ensure all audible and/or accessible pedestrian signals are properly programmed per CA MUTCD requirements and functional. Replace or repair any broken or defective audible pedestrian signals or APS units. Replacement units shall be new and of the same make and model of the unit being replaced.		
18	At locations equipped with emergency vehicle preemption equipment, visually inspect the alignment of the optical detectors, check that the phase selectors are turned on, ensure all connections are tight and secure and all indicators output normal readings for regular operations. Test each preemption approach for proper operation per the signal timing sheet.		
19	At locations equipped with a battery backup system, visually inspect all battery back-up system panel indicators during normal signal operations and run time operation of the traffic signal system with battery back-up power. Check all batteries and verify they are fully charged. Clean all battery terminals. Measure battery conductance, flow charge, and deep cycle charge. Verify the system is operational.		
20	At locations equipped with a CCTV camera, clean the dome of the camera. Check and secure the camera mounting and tighten all connections. Visually inspect for any damages.		
Annual Inspection		Initial and Date Performed	Notes
1A	Test and certify all conflict monitor units (CMU) and malfunction management units (MMU) annually. The contractor shall furnish the City with the results of the conflict monitor testing.		ATTACH Report to this sheet

B. OVERALL APPROACH



Quality Control and Safety

Our Team's number one goal is Safety – safety for our team members in doing their work as well as the general safety for the public ensuring that no one is harmed in any way shape or form. The team has an existing track record of zero lost time since the company's establishment and has one of the lowest EMR's in the industry.

Thorough training is performed in-house as well as with formal safety and specialist training program managers. Safety training is performed during employees on-boarding, formal training days, as well as during pre-job requirements.

Additional employee safety details. Bear Electrical Solutions' worker safety program consists of an Injury and Illness Prevention Program (IIPP) adopted in February 2022 (Revision 1.1).

The program's intent is to not only comply with all applicable laws and regulations, including Federal and State Standards, Labor Code, and General Industry Construction Industry Safety orders, but to do what is necessary to provide a safe and healthy work environment for employees, subcontractors, and customers.

The Bear Electrical IIPP includes a Code of Safe Work Practices, Hazard Communication Program Overview, Lockout / Tagout Program, Electrical Safety & Energized Electrical Work Policy, Heat Illness Prevention Program, Trenching / Excavation Program, and Pandemic Response / COVID-19.

B. OVERALL APPROACH



Company Vehicles, Equipment, and Stock Inventory

Bear owns and operates a \$9M fleet comprised of bucket, utility, and crane trucks. Bear also maintains an inventory of necessary traffic control equipment, such as construction area signs, cones, and message signs, to facilitate our traffic control work.

Regarding stock inventory for our maintenance business – we maintain a stock level of over \$2M of traffic signal and streetlight material between all our regional offices.

Below is an equipment and inventory breakout demonstrating our company's equipment readiness available for this project.



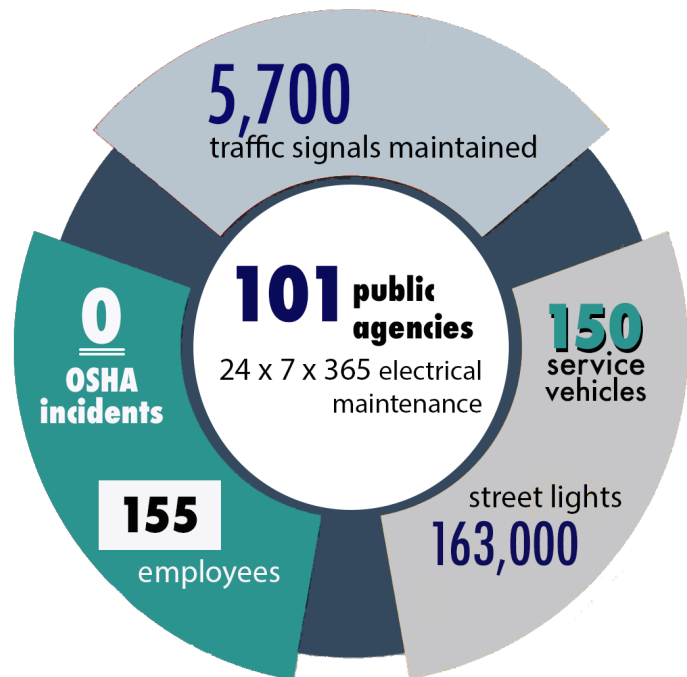
<u>Regional Office</u>	<u>Bucket Truck</u>	<u>Dump Truck</u>	<u>Utility Trucks /Flat Bed</u>	<u>Van/Pick Up Trucks</u>	<u>Crane Trucks</u>	<u>Loop Truck</u>
Anaheim	13	0	1	6	1	0
SF Bay Area	17	8	6	24	2	1
Sacramento	13	2	8	2	0	1
Totals	43	10	15	32	3	2
Shared Regional Resources (Construction Equipment)						
Heavy Equipment	Qty	Description		Qty	Description	
	10	Arrowboard 2021		1	2018 Water Buffalo	
	8	2014 Atlas Copco XAS 185		1	2013 Magnum Light Tower	
	3	SS125 DIESEL MELTER R-AB- crafco		1	SLABACH I-85 REEL TRAILER	
	6	Bobcat E35 Mini-Ex		1	BOBCAT 753	
	2	2021 BOBCAT E32		1	2019 Caterpillar 246D Skid Steer and Attachments	
	3	DITCH WITCH JT20 DRILL		1	2016 CAT 246D SKID STEER	
	12	2022 Tow Master T20D TRAILER		1	2023 CAT Trackloader 279D3	
	3	2021 Vermeer Vactron		5	2018 BIGT UTILITY TRAILER	
	4	Carson Trailer - wire trailer		2	2018 Vermeer Vactron	
	Various	Traffic Control Equipment - Cones, Signs, Etc.				

C. COMPANY PROFILE



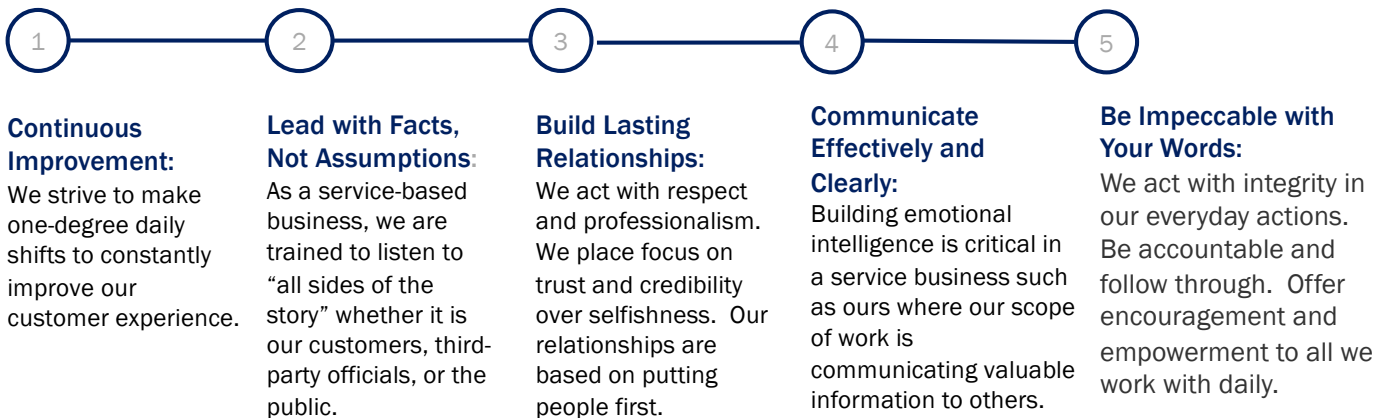
About Bear

Bear Electrical Solutions, LLC. (Bear) is a privately-held California corporation established in January 2013 and founded to specifically lead the traffic signal maintenance industry by "Driving a Higher Standard." The company founders comprise a licensed traffic engineer and business & finance experts focused on providing the right combination of excellent customer service and technical expertise.



Our Mission:

We founded Bear because we believe that nobody in our industry was delivering to a high enough standard. We sought to change that with a company guided by five (5) powerful core values that each drive our culture, work ethic, strategy, and expectations:



C. COMPANY PROFILE



Industry Qualifications

Bear Electrical is qualified to meet and exceed the requirements outlined by the City of Los Alamitos.

A

Class A – General Engineering

C-10

Class C-10 – Electrical

C-31

Class C-31 – Work Zone Traffic Control

D-31

Class D-31 – Pole Installation and Maintenance

Certifications and affiliations

Signatory to the International Brotherhood of Electrical Workers (IBEW), Laborers, Low Voltage, and Operators Union(s)

Department of Industrial Relations (DIR) Certified & Registered (#1000002158)

Southern California Edison approved electrical contractor

United Contractors Association Member (UCON)

Maintenance Superintendant Association (MSA) Sponsor

Orange County Traffic Engineers Council (OCTEC) Member / Sponsor

Institute of Traffic Engineer (ITE) Member / Sponsor

International Municipal Signal Association – various certifications (employee certifications)



OCTEC



UNITED CONTRACTORS

D. PRINCIPAL OFFICE



The Principal office that will support The City of Los Alamitos will be our Anaheim office. This office is located at 1114 E. Kimberley, Anaheim, CA 92801-1101. The office phone number is (714) 800-4577.

The Anaheim office features an indoor warehouse facility with stockpiles of all the materials needed to support The City of Los Alamitos.

Bear is proud to have a working independent test laboratory facility in the Anaheim warehouse. Built and designed by our in-house team, we test/certify/design any new controller cabinet, component, PLC, or network systems before field deployment. As a company focused on providing traffic signal maintenance services, we are truly independent when working with various intellectual property (IP) solutions (i.e., Controllers, Cabinets). IP manufacturers such as Econolite and McCain utilize our labs for independent testing.



Other Bear Offices

Our other offices are the following:

San Jose
1252 State Street (Office location)
PO Box 924 (Mailing address)
Alviso, CA 95002-0924
(408) 449-5178

Sacramento
1513 Sports Drive
Sacramento, CA 95834-1943
(916) 907-2823

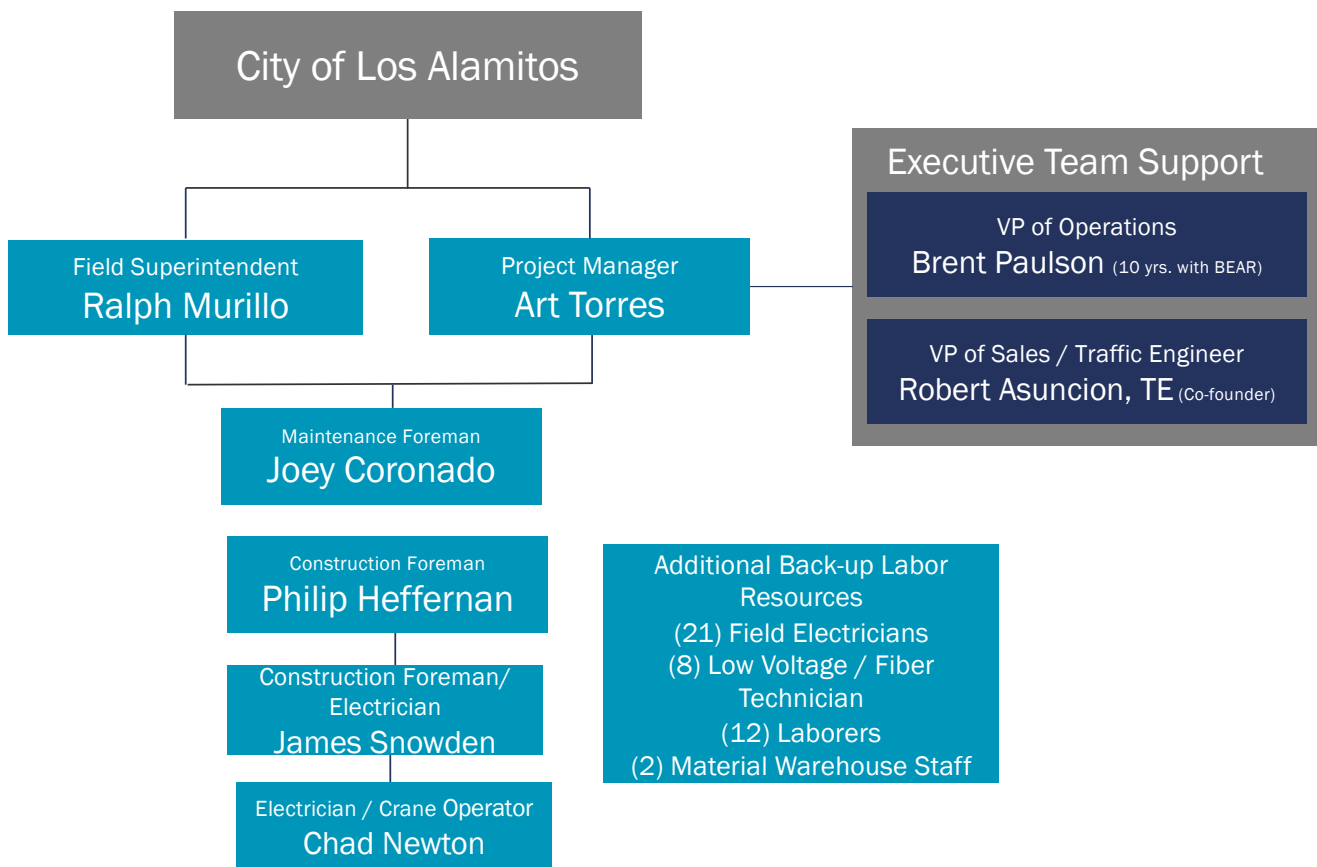
E. PERSONNEL QUALIFICATIONS



Team & Experience

Our proposed project team members have decades of experience performing the work requested in the RFP. Our team's core expertise include traffic signal routine, emergency response, and extraordinary repair, DigAlert services, fiber optic maintenance services, and ad-hoc electrical public work-type projects.

We understand that a contract of this magnitude requires a core level of dedicated project staff. In addition to this, through servicing similar agencies, we understand routine and extraordinary maintenance workload is not always linear. To manage the peaks and valleys of workflow, we have built a qualified support team that can provide assistance when extra capacity is needed to facilitate fast response times.



E. PERSONNEL QUALIFICATIONS



Ralph Murillo



Field Supervisor Technician

As the field supervisor technician, Ralph will be responsible for the daily schedule and management of field resources, ensuring that task and work order expectations are regularly met. Ralph has been in the traffic signal industry for over 19 years, from laborer to field superintendent. Ralph oversees the field operations for the BEAR southern California office. This entails managing and supervising several foreman electricians, warehouse/materials laborers, and self-performing traffic signal fieldwork.

Experience

Field Superintendent

Bear Electrical Solutions, | 2016-present | Anaheim, CA

Responsible for providing the proper resources to internal and external customers. Develops the work schedule and ensures it meets customers' expectations. Manages 14 field staff, including electricians and warehouse/laborers.

- Traffic Signal Maintenance, Emergency Response, Repair & Troubleshooting.
- New Signal Commissioning / ITS Deployment
- Responsible for hiring and training new employees.
- Repair and troubleshoot traffic signals and communication equipment.
- 24/7/365 On-Call duty response

Electrician

Computer Services Co. | 1995-2016 | Baldwin Park, CA

- Traffic Signal Maintenance
- Streetlight Maintenance
- Fiber Optic / Copper / Wireless Communication
- ITS Deployment
- Traffic Signal Upgrades/ Modifications

Certifications

IMSA - Work Zone Safety
IMSA - Traffic Signals Field Electrician I/II/III
IMSA Fiber Optic Technician
OSHA 30 Certified

Licenses

General Electrician#141087

E. PERSONNEL QUALIFICATIONS



Art Torres



Account Manager and Designated Office Coordinator

As the designated Account Manager, Art will be the first point of contact for the City. Art can provide estimates and scheduling to the City. Art will communicate project expectations to BEAR staff for each on-call work order. Art will also perform project close-out procedures, including invoicing, warranty registration, and documentation.

Experience

Regional Project Manager

Bear Electrical Solutions | 2016-present | Anaheim, CA

- Account project management and designated office coordinator for agencies
- Review and prepare contract invoices for extraordinary and routine maintenance billings
- Prepares estimates and proposals to agencies for extraordinary work or ad-hoc electrical projects
- Provides communication and monthly status meetings with agencies regarding routine maintenance programs
- Reports to Vice President of Operations

Traffic Signal Electrician

Computer Services Company | 2006-2016 | Baldwin Park, CA

- Traffic signal construction and maintenance
- Trained new employees

Certifications

IMSA Work Zone
IMSA Traffic Signal Level I
IMSA Traffic Signal Level II
IMSA Traffic Signal Level III

Licenses

NEC# 115259-G

E. PERSONNEL QUALIFICATIONS



Joey Coronado



Electrician Foreman

Joey has been in the traffic signal maintenance industry for over 25 years. Joey has worked on all aspects of traffic signal maintenance, from performing routine inspections, and 24/7/365 emergency response and repair to ITS and ATMS upgrades and repair. Joey's true passion in the maintenance business is troubleshooting malfunctions and problem-solving.

Experience

Traffic Signal Electrician

Bear Electrical Solutions | 2019-present | Anaheim, CA

- Lead traffic signal crews on special ITS, ATMS, Signal Upgrades, Repairs, or New Construction
- Fiber Optic, wireless, and copper interconnect troubleshooter.

Traffic Signal Electrician

Computer Services Company | 1998-2019 | Baldwin Park, CA

- Traffic signal construction and maintenance
- Trained new employees

Certifications

IMSA Work Zone
IMSA Traffic Signal Level I
IMSA Traffic Signal Level II
IMSA Traffic Signal Level III

E. PERSONNEL QUALIFICATIONS



Phillip Heffernan

Construction & Maintenance Electrician

Phillip is an experienced construction and maintenance electrician that will be assigned to work on construction-based work for the agency. He specializes in streetlights installation, EV charging stations, communication infrastructure (fiber optic, networking cables), and other ITS infrastructure.

Experience

Electrician

Bear Electrical Solutions | 2023-present | Anaheim, CA

- Construction, Installation, and Maintenance of Traffic Signals, Streetlights and Equipment
- Electric Vehicle Charging Station Maintenance and Installation
- Fiber Optic splicing, testing, and maintenance
- Communication configuration of network switches and devices for networks

Electrical Instructor

Orange County Electrical Training Trust | 2022-present | Santa Ana, CA

- Instructs apprenticeship programs – Inside Wireman, Sound Installer, and Intelligent Traffic Systems
- Provides the necessary training for electrical student candidates to become journeyman level electricians.

Electrician

ILB Electric | 2016-2023 | Corona, CA

- Traffic signal construction and maintenance
- Manage construction crews for streetlight, traffic signal projects

Electrician

Asplundh Construction | 2013-2015 | Buena Park, CA

- Traffic signal construction and maintenance
- Manage construction crews for streetlight, traffic signal projects

Certifications

IMSA Work Zone
IMSA Traffic Signal Level I
FOA Fiber Optic Technician
ETA International Fiber Optic Technician
Electric Vehicle Infrastructure 1 Certification
OSHA 30 Certification
Bucket Truck and Aerial Work certified

Licenses

CA Licensed NEC# 170250-G

E. PERSONNEL QUALIFICATIONS



James Snowden

Construction Foreman - Electrician

James Snowden will be designated construction foreman to lead construction activities for the agency should extra non-maintenance work is needed. Experienced in streetlight and traffic signal construction, James will coordinate construction work according to priorities and plans; allocating general and daily responsibilities as well as supervise and train workers. James will also ensure manpower and resources are properly assigned and adequate for safe and sustainable construction practices.

Construction Foreman - Electrician

Bear Electrical Solutions | 2022-present | Anaheim, CA

Experience

- Troubleshoot and repair streetlights and traffic signals
- Supervise and train electricians and laborers
- Perform new construction activities including conduit, pullbox, wiring, foundation, and pole installations.
- Progress reports to management
- Monitor construction expenditures and ensure work remains within budget
- Crane Operator

Electrician – Construction team

ILB Electric | 2017-2022 | Corona, CA

- Erect new traffic signals and streetlights from the ground up
- Auger and pour new foundations
- Remove old poles and foundations and install new in place
- Pull wire through conduits for signalized intersections.
- Supervised directional boring operations.
- Terminated conduits, installed new pullboxes, concrete restoration supervision of apprentices.

Certifications

IMSA Work Zone
IMSA Traffic Signal Level I / II
OSHA 30
EVITP Certified (Electrical Vehicle Infrastructure)
Signal and Rigging Certified (Crane)

Licenses

CA Electrician NEC# 166842

E. PERSONNEL QUALIFICATIONS



Chad Newton

Crane Operator / Electrician

For this project, Chad will be assigned as a crane operator and on-call maintenance support for emergency response work and any extraordinary work. Chad has over 5,000 working hours as a crane operator.

Experience

Traffic Signal Technician / Crane Operator
Bear Electrical Solutions | 2022-present | Anaheim, CA

- Traffic Signal Maintenance – Routine and Emergency Response Technician (Initial response and permanent repair)
- Traffic Signal infrastructure installation and repair (including conduits, pole foundations, TS gear, ITS)

Traffic Signal Electrician
Yunex| 2011-2022 | Anaheim, CA

- Traffic signal construction and maintenance
- Crane Operator
- Emergency response and repair of traffic signals

Certifications	Licenses
IMSA Work Zone IMSA Traffic Signal Level I/II National Commission for the Certification of Crane Operators (NCCCO) Flagger Certified OSHA 10	Class A Drivers License Electrical IBEW Apprenticeship Graduate

F. REFERENCES AND QUALIFICATIONS REQUIREMENTS



1. **Client References** – Below is a list of five (5) current customers. Bear currently has a total of 105 agencies with similar scope of work as this project and can provide references for those should the City require additional contacts.

1. **City of San Juan Capistrano – Traffic Signal Maintenance**

32400 Paseo Adelanto
San Juan Capistrano, CA
Contact Person: Mr. George Alvarez
Phone: 949-443-6351
Email: galvarez@danjuancapistrano.org

2. **City of Lake Forest– Traffic Signal Maintenance**

2550 Commercentre Dr
Lake Forest, CA
Contact Person: Mr. Tran Tran
Phone: 949-461-3485
Email: ttran@lakeforestca.gov

3. **City of Mission Viejo– Traffic Signal Maintenance**

200 Civic Center
Mission Viejo, CA
Contact Person: Mr. Brett Canedy
Phone: 949-470-8422
Email: bcanedy@cityofmissionviejo.org

4. **City of Laguna Niguel– Traffic Signal Maintenance**

30111 Crown Valley Parkway
Laguna Niguel, CA
Contact Person: Mr. Edgar Abrenica or Mr. Jeff Metz
Phone: 949-362-4338 or 949-362-4337
Email: eabrenica@cityoflagunaniguel.org or jmetz@cityoflagunaniguel.org

5. **County of Orange– Traffic Signal Maintenance**

601 N. Ross St
Santa Ana, CA
Contact Person: Mr. Tony Le
Phone: 714-245-4580
Email: tony.le@ocpw.ocgov.com

F. REFERENCES AND QUALIFICATIONS REQUIREMENTS (CONT)



2. **General Business Statement**– Bear Electrical Solutions, LLC. is a licensed California contractor focused on traffic signal maintenance services and construction services. Bear has been successfully providing such services to various public agency customers since January 2013. Bear owns and maintains all the proper project resources from traffic signal and electrical materials to equipment and vehicles to provide expedient and safe work. Bear commits and guarantees that the all our personnel are duly experienced and licensed to perform the works as mentioned in this RFP.
3. **Financial Statement**– Submitted in the Appendix of this RFP response is a copy of the most and complete financial statement. The company's net worth is currently over \$60M.
4. **Credit References**– Below are five (5) credit or financial references that Bear regular works with and can attest to the company's credit worthiness.
 1. NexTech Systems, Inc. - 13885 Alton Parkway, Suite A, Irvine, CA 92618 (949) 916-2664
 2. Jam Services, Inc. – 958 E. Airway Blvd., Livermore, CA 94551 (925) 455-5267
 3. Karish Industries, Inc. – 8485-B Artesia Blvd, Buena Park, CA 90624 (714) 516-1852
 4. Heritage Bank - 224 Airport Parkway, San Jose, CA 95110 (408) 947-6900
 5. Woodruff Sawyer – 2121 N. California Blvd, Suite 625, Walnut Creek, CA 94596 (415)399-6478
5. **Work History (Canceled or Not Renewed)**– Bear has not experienced any contracts cancel or not renew. Bear has had a 100% contract completion record since the company's establishment (2013).

G. COST PROPOSAL



**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	\$70.00

CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section B – Labor and Equipment Rates			
Service Truck	1	Hour	\$20.00
Bucket Truck	1	Hour	\$35.00
Traffic Signal Technician	1	Hour	\$115.00
Traffic Signal Technician – Overtime	1	Hour	\$155.00
Bench Technician	1	Hour	\$115.00

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	\$130.00

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: \$ 640.00

Proposal Schedule Total (in word): Six Hundred Forty Dollars and Zero Cents

Bear Electrical Solutions, LLC.

Company Name of Proposer

10/02/24

Date

H. INSURANCE



Insurance

Bear's current insurance meets and exceeds the City's insurance requirements. Bear intends to maintain and keep in full force such insurances at the time of contract execution and throughout the life of the project with the City. Below is the current Evidence of Insurance certificate for Bear.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/2/2024		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: Alison Chambers PHONE (A/C, No, Ext): 415-402-6584 FAX (A/C, No): 415-989-9923 E-MAIL: achambers@woodruffssawyer.com ADDRESS:		INSURER(S) AFFORDING COVERAGE NAIC #		
INSURED Bear Electrical Solutions, LLC 1252 State St, PO 924 Alviso CA 95002		INSURER A: Hartford Casualty Insurance Company INSURER B: Hartford Fire Insurance Company INSURER C: Pacific Insurance Company Limited INSURER D: Sentinel Insurance Company, Ltd. INSURER E: INSURER F:		29424 19682 10046 11000		
COVERAGES CERTIFICATE NUMBER: 762365738 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		57UEABA6WSN	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPO/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		57UEAFN9268	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$		57RHABA6WSP	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	57WEAAJ9MEN	2/1/2024	2/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution and Professional Liab.		57CPIBC3213	2/1/2024	2/1/2025	Each Occurrence/ Agg. \$3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER Evidence of Insurance Bear Electrical Solutions, LLC 1252 State St, PO 924 Alviso, CA 95002			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Zoe Onabony</i>			

ACORD 25 (2016/03)

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I. NON-COLLUSION AFFIDAVIT



NON-COLLUSION AFFIDAVIT

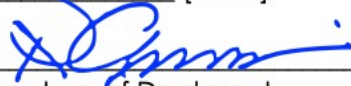
The undersigned declares:

I am the Vice-President of Bear Electrical Solutions, LLC.,
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 10/07/24 [date], at Alviso [city], California [state].



Signature of Declarant

Robert Asuncion

Printed Name of Declarant

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 21, 2024

ITEM NUMBER: 10D

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

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid to Pavewest Incorporated for Citywide Hardscape Maintenance

SUMMARY

This item recommends awarding a contract agreement to Pavewest Incorporated for citywide Hardscape Maintenance for an annual amount of \$298,553.

RECOMMENDATION

1. Authorize the Mayor to execute a one-year contract agreement with Pavewest Incorporated for Citywide Hardscape Maintenance for \$259,611 for Fiscal Year 2024-2025; and,
2. Authorize the City Manager to execute up to four 1-year extensions; and,
3. Authorize a contingency of 15 percent of the bid amount not to exceed \$38,942.00.

BACKGROUND

The City needs on-call services for hardscape maintenance, specifically asphalt repairs. In Fiscal Year 2023-2024, the City received 169 service requests for pothole repairs. Currently, cold-mix asphalt is used to patch potholes. This is a temporary fix to repair potholes immediately, but after a few weeks, these temporary repairs start to degrade, and additional labor and supplies are needed.

DISCUSSION

On August 26, 2024, the Council authorized the release of a Request for Bids (RFP) for citywide Hardscape Maintenance to provide on-call Asphalt Concrete (AC) repairs, including saw cutting, removal of existing asphalt, demolition, excavation, clearing and grubbing, compaction, backfilling, traffic control, and reestablishing striping in kind. The work will address potholes and other citywide asphalt issues.

Project Bid Result

A notice announcing the solicitation of bids for this project was posted in BidNet, a digital bidding portal, and published three times at Event News-Enterprise, a local publication, on August 28, 2024, September 3, 2024, and September 11, 2024. One bid was received. The

single bidder was Pavewest Incorporated (Pavewest), based in Arteria, California. Pavewest submitted a bid of \$385,611, which was 30% higher than the engineer's estimate of \$296,000. Pavewest has provided similar services to other agencies.

Staff contacted Pavewest to negotiate lowering their bid price. Pavewest reduced one of the bid unit prices, lowering its bid from \$296,000 to \$259,611.

FISCAL IMPACT

The possible total fiscal impact for the first year is \$298,553, which includes a 15% contingency. After the one-year contract, four 1-year extensions will include an annual Consumer Price Index (CPI) increase not to exceed 4 percent. If approved, this item will be added at mid-year to the Development Services Budget - Street Maintenance Division.

Attachment: 1. Contract Pavewest

CITY OF LOS ALAMITOS
CONTRACT AGREEMENT
FOR

HARDSCAPE MAINTENANCE

This contract agreement is made and entered into for the above-stated service this ____ day of _____, 20_____, by and between the City of Los Alamitos, as AGENCY and Pavewest Incorporated, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Electronic Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, 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. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

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

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said 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 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.

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, 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 aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,500,000
Product/Completion Operations	\$1,500,000
Contractual General Liability	\$1,500,000
Comprehensive Automobile Liability	\$1,500,000

A combined single-limit policy with aggregate limits in the amount of \$3,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of Los Alamitos, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

BLANK

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

ARTICLE X

BLANK

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 contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor: _____
(Signature)

Name and Title (Printed) Pavewest Incorporated

Contractor's License No. 968049

Agency Business License No. _____

Federal Tax Identification No. _____

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
Jordan B. Nefulda, Mayor of the City of Los Alamitos

Attested: _____
Windmera Quintanar, City Clerk of the City of Los Alamitos

Date _____

Approved
as to form: _____
Michael S. Daudt, City Attorney of the City of Los Alamitos

Date _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 21, 2024

ITEM NUMBER: 10E

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

Presented By: Ron Noda, Development Services Director

**Subject: Award of Bid to Marjani Builders, Inc. for Labourdette Park
Construction Services (CIP No. 24/25-02)**

SUMMARY

This item recommends the award of a bid for the contractual demolition and construction services for the Labourdette Park Project (CIP 24/25-02) at 4401 Howard Avenue. It is recommended to award the lowest, responsible bidder, Marjani Builders, Inc., for a total project cost of \$736,826.00.

RECOMMENDATION

1. Award demolition and construction services for the Labourdette Park Project (CIP 24/25-02) at 4401 Howard Avenue to Marjani Builders, Inc.; and,
2. Authorize the Mayor to execute the Articles of Agreement with Marjani Builders, Inc. for the Labourdette Park Project (CIP 24/25-02) in the amount of \$736,826.00; and,
3. Authorize the City Manager to add work and execute change orders relevant to the project.

BACKGROUND

The City of Los Alamitos and Hirsch and Associates have prepared construction documents for the Labourdette Park Project. The project site is approximately 0.44 acres in size, nestled in the heart of Apartment Row along Howard Avenue between Noel Street and Lexington Drive. This aged neighborhood park will receive upgrades that have not occurred in over 25 years. The upgrades include significant improvements to A.D.A. accessibility, a modern school-age playground with rubberized surfacing replacing the antiquated wood chip design, sleek exercise equipment for adults, improved and efficient lighting, and fresh landscaping. These upgrades will instantly enhance the quality of life, aligning with the City's commitment to the community.

Fortunately, the City was able to curb overall project costs, thanks in part to the City Council approving the cooperative purchase agreement through Sourcewell earlier this year. Cooperative purchase agreements enable cities to enter into piggyback agreements with other reputable government agencies. This allows for reduced pricing through volume purchasing, which was used for the playground and exercise equipment. This also provides the benefit of securing the equipment and reducing the production time.

DISCUSSION

Notices announcing the solicitation of bids for this project were posted as ads in the Event News Enterprise for two consecutive weeks before the bid submittal deadline on Monday, October 14, 2024. Bids for the project were publicly accepted through the City's electronic bid submittal system, BidNet. The City determined that the lowest responsible bid submitted was Marjani Builders, Inc., totaling \$736,826.00. The bid results are provided below.

A comprehensive project timeline will be developed with the project management firm, Hirsch and Associates and the awarded contracting company. The project is estimated to begin this winter 2024, closing in July 2025.

FISCAL IMPACT

Labourdette Park Project is part of the City's Capital Improvement Plan (CIP) list for FY 2024/25. The total budget for this project is \$700,000 with nearly half of the funds coming from Community Development Block Grant (CDBG) money. The breakdown of the projected budget is seen below:

CDBG - \$300,000

General Fund - \$400,000

- Attachment:
1. Articles of Incorporation - Marjani Builders, Inc.
 2. Marjani Builders, Inc. Bid Proposal
 3. Labourdette Bid Schedule

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 21 day of October, 2024 BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and MARJANI BUILDERS, INC., a California Corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the 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 Seven Hundred Thirty-Six Thousand Eight Hundred Twenty Six Dollars (\$736,826,) 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 CONTRATOR 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: Alexander Marjani
CITY OF LOS ALAMITOS	MARJANI BUILDERS, INC.
3191 Katella Avenue	P.O. Box 3840
Los Alamitos, CA 90720	Mission Viejo, CA 92690

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 21st day of October, 2024

CONTRACTOR:

Marjani Builders, Inc.

Alexander Marjani, CEO / President
Contractor's License No. 1002630

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Jordan B. Nefulda
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 Seven Hundred Thirty Six Thousand Eight Hundred Twenty Six Dollars (\$736,826) 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*

Alexander Marjani, CEO President
MARJANI BUILDERS, INC.
P.O. Box 3840
Mission Viejo, CA 92690
949-305-0393

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 **Seven Hundred Thirty Six Thousand Eight Hundred Twenty Six Dollars (\$736,826)** 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*	Alexander Marjani, CEO President
	Marjani Builders, Inc.
	P.O. Box 3840
	Mission Viejo, CA 92690
	949-305-0393

*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— Seven Hundred Thirty Six Thousand Eight Hundred Twenty Six Dollars (\$736,826)** 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*

Alexander Marjani, CEO President
Marjani Builders, Inc.
P.O. Box 3840
Mission Viejo, CA 92690
949-305-0393

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: _____ Marjani Builders, Inc.
(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 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 01 to 02 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: MARJANI BUILDERS, INC.

MAILING ADDRESS: P.O. Box 3840 Mission Viejo, CA 92690

STATE OF INCORPORATION: CA

AUTHORIZED SIGNATURE: Alexander A. Marjan

TITLE: CEO/President

DATE: Oct. 14th, 2024

(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: MARJANI BUILDERS, INC.

CONTRACTOR'S LICENSE NO.: 1002630

AUTHORIZED SIGNATURE: Alexander J. Marjan

TITLE: CEO/President

DATE: Oct. 14th, 2024

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	\$75,000.00	\$75,000.00
2	Site Demolition	1	Lump Sum	\$95,000.00	\$95,000.00
3	4" Thick Grey Concrete	3547	Square Feet	\$20.00	\$70,940.00
4	4" Thick Decorative Concrete	808	Square Feet	\$25.00	\$20,200.00
5	6" Wide Reinforced Concrete Mow Curb	241	Linear Feet	\$20.00	\$4,820.00
6	6" x 18" Reinforced Concrete Play Curb	356	Linear Feet	\$30.00	\$10,680.00
7	1" PVC Water Line, Backflow Preventer	1	Lump Sum	\$3,500.00	\$3,500.00
8	Site Furnishings including Bike Rack, Trash Receptacles, Picnic Tables, Drinking Fountain, Benches, Dog Waste Station	1	Lump Sum	\$47,000.00	\$47,000.00
9	Installation of City provided Play Equipment	1	Lump Sum	\$48,500.00	\$48,500.00
10	Play Area Rubber Surfacing and Base Layer	3022	Square Feet	\$38.00	\$114,836.00
11	Play Area Sand	6	Cubic Yards	\$250.00	\$1,500.00
12	Install City provided Exercise Equipment	1	Lump Sum	\$29,000.00	\$29,000.00
13	Fitness Area Rubber Surfacing over 4" Thick Grey Concrete	1354	Square Feet	\$25.00	\$33,850.00
14	Provide and Install Shade Sail	1	Lump Sum	\$18,500.00	\$18,500.00
15	Refresh Existing Fence Columns, Smooth Stucco Finish	1	Lump Sum	\$7,500.00	\$7,500.00
16	Irrigation System	1	Lump Sum	\$65,000.00	\$65,000.00
17	Landscaping	1	Lump Sum	\$11,000.00	\$11,000.00

18	New SCE Electrical Meter, Pedestal, and Conduit	1	Lump Sum	\$35,000.00	\$35,000.00
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	\$45,000.00	\$45,000.00
Total					\$736,826.00

Bid Schedule A Total \$ 736,826.

Bid Schedule A Total (in words): Seven Hundred Thirty Six Thousand Eight
Hundred Twenty Six Dollars.

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)

MARJANI BUILDERS INC.
Alexander J. Marjani

Oct. 14th, 2024

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: MARJANI BUILDERS, INC.

Business Address: P.O. Box 3840 Mission Viejo, CA 92690

Telephone: 949.305.0393 FAX: —

E-mail: marjanibuilders@gmail.com

Contractor's License No.: 1002630 Date License Issued: Jan 11th, 2014

License Expiration Date: April 30th, 2025

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)

Alexander A. Marjani
CEO/President
854 Sunrise Road, Rancho Mission Viejo, CA 92694

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

None

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)

None

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No 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: 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: 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 14th day of October, ~~2023~~ 2024, at Mission Vieja, California.

Authorized Representative Signature and Title Alexander A. Marjan
CEO / President

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: Memorial Park Shade Structures Client: City of Irvine
Date: Jan 2024 Project Value: 1,498,421 Contact: Chris Brown Tel # 949.568.0482
Description: Fabrication & Installation of Shade Structures on Softball fields - ADA Improvements
Site Concrete

Subject to Federal Labor Standards:

☒ Yes ☐ No

Project Title: Headquarter Improvements Client: Upper San Gabriel Valley Water District
Date: Nov. 2022 Project Value: 3,446,523 Contact: Tom Love Tel # 626.443.2297
Description: Demolition & Reconstruction of 3-stories Headquarter Building / Site Improvements

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: Ramona E.S. MPR Renovation Client: Bellflower Unified School District
Date: Feb. 2021 Project Value: \$ 2,724,740 Contact: Dan Buffington Tel # 562.244.0926
Description: Complete Renovation of Multi-Purpose Room.
Site Electrical & Low-Voltage
Site Concrete & Asphalt.

Subject to Federal Labor Standards: ☒ Yes ☐ No

Project Title: Monroe E.S. Site Work Client: Inglewood U.S.D.
Date: July 2019 Project Value: \$ 950,197 Contact: Justin Khoe Tel # 310.419.2799
Description: Site Preparation & Installation of Building Classrooms.
Underground Utilities, Site Concrete.

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 14th. October, 2024, at Mission Viejo, California.

Alexander T. Magarian / CEO/President
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 # <i>CSLB</i>	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
<i>GAMI Construction Fontana, CA</i>	<i>1049632</i>	<i>N</i>	<i>Demolition, Asphalt, Concrete</i>	
<i>Orfeo, Inc. Orange, CA</i>	<i>657695</i>	<i>N</i>	<i>Playground Installation</i>	
<i>Choice Builder</i>	<i>-</i>	<i>Y</i>	<i>Material Supplier</i>	<i>5%</i>
<i>PMK Professional, Inc. Irvine CA</i>	<i>959668</i>	<i>N</i>	<i>Electrical</i>	
<i>Horizons Construction, Inc. Orange, CA</i>	<i>825022</i>	<i>N</i>	<i>Plumbing, Underground Utilities, Irr./L.S.</i>	

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: MARJANI BUILDERS, INC.

AUTHORIZED SIGNATURE: *Alexander Marjan*

Date: Oct. 14th 2024

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the CEO/President of Marjani Builders, Inc., 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 14th [date], at Mission Viejo [city], CA [state]. Oct 24

Alexander A. Marjani
Signature of Declarant

Alexander A. Marjani
Printed Name of Declarant

Add. 21

Questions & Answers - 1

Project 24/25-02 - Labourdette Park Project
Buying Organization City of Los Alamitos

No	Question/Answer	Question Date
Q1	Question: General Questions I have a few questions: 1. What is the Engineer's estimate for this project? 2. Is there any job walks/pre-bid conferences and if so are they mandatory? 3. Is there any prequalification's? Answer: Project Estimate and Plans have been uploaded as Addendum No. 1. There are no scheduled job walks or pre-bid conferences. In terms of prequalification's, all requirements for bidders can be found in the attached bid packet.	09/25/2024
Q2	Question: Engineer's Estimate Hello, Is there an engineer's estimate for this project? Please advise. Answer: Project Estimate and Plans have been uploaded as Addendum No. 1.	09/26/2024

Questions & Answers - 1

Project 24/25-02 - Labourdette Park Project
Buying Organization City of Los Alamitos

No	Question/Answer	Question Date
Q1	Question: General Questions I have a few questions: 1. What is the Engineer's estimate for this project? 2. Is there any job walks/pre-bid conferences and if so are they mandatory? 3. Is there any prequalification's? Answer: Project Estimate and Plans have been uploaded as Addendum No. 1. There are no scheduled job walks or pre-bid conferences. In terms of prequalification's, all requirements for bidders can be found in the attached bid packet.	09/25/2024
Q2	Question: Engineer's Estimate Hello, Is there an engineer's estimate for this project? Please advise. Answer: Project Estimate and Plans have been uploaded as Addendum No. 1.	09/26/2024

Bid Schedule

		Marjani Builders, Inc.			Western State Builders, Inc.			RE Schultz Construction, Inc.			
Item	Item Description	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost	
1	Mobilization and SWPPP Maintenance	1	\$75,000.00	\$75,000.00	1	\$121,429.00	\$121,429.00	1	\$100,000.00	\$100,000.00	
2	Site Demolition	1	\$95,000.00	\$95,000.00	1	\$104,845.00	\$104,845.00	1	\$151,826.00	\$151,826.00	
3	4" Thick Grey Concrete	3547	\$20.00	\$70,940.00	3547	\$31.00	\$109,957.00	3547	\$19.00	\$67,393.00	
4	4" Thick Decorative Concrete	808	\$25.00	\$20,200.00	808	\$37.00	\$29,896.00	808	\$32.00	\$25,856.00	
5	6" Wide Reinforced Concrete Mow Curb	241	\$20.00	\$4,820.00	241	\$53.00	\$12,773.00	241	\$70.00	\$16,870.00	
6	6" x 18" Reinforced Concrete Play Curb	356	\$30.00	\$10,680.00	356	\$111.00	\$39,516.00	356	\$125.00	\$44,500.00	
7	1" PVC Water Line, Backflow Preventer	1	\$3,500.00	\$3,500.00	1	\$12,300.00	\$12,300.00	1	\$15,000.00	\$15,000.00	
8	Site Furnishings including Bike Rack, Trash Receptacles, Picnic Tables, Drinking Fountain, Benches, Dog Waste Station	1	\$47,000.00	\$47,000.00	1	\$45,015.00	\$45,015.00	1	\$49,000.00	\$49,000.00	
9	Installation of City provided Play Equipment	1	\$48,500.00	\$48,500.00	1	\$81,300.00	\$81,300.00	1	\$55,000.00	\$55,000.00	
10	Play Area Rubber Surfacing and Base Layer	3022	\$38.00	\$114,836.00	3022	\$27.00	\$81,594.00	3022	\$24.80	\$74,945.60	
11	Play Area Sand	6	\$250.00	\$1,500.00	6	\$330.00	\$1,980.00	6	\$1,000.00	\$6,000.00	
12	Install City provided Exercise Equipment	1	\$29,000.00	\$29,000.00	1	\$18,960.00	\$18,960.00	1	\$8,000.00	\$8,000.00	
13	Fitness Area Rubber Surfacing over 4" Thick Grey Concrete	1354	\$25.00	\$33,850.00	1354	\$24.00	\$32,496.00	1354	\$37.81	\$51,194.74	
14	Provide and Install Shade Sail	1	\$18,500.00	\$18,500.00	1	\$24,200.00	\$24,200.00	1	\$50,000.00	\$50,000.00	
15	Refresh Existing Fence Columns, Smooth Stucco Finish	1	\$7,500.00	\$7,500.00	1	\$10,360.00	\$10,360.00	1	\$12,500.00	\$12,500.00	
16	Irrigation System	1	\$65,000.00	\$65,000.00	1	\$93,555.00	\$93,555.00	1	\$95,000.00	\$95,000.00	
17	Landscaping	1	\$11,000.00	\$11,000.00	1	\$71,800.00	\$71,800.00	1	\$75,000.00	\$75,000.00	
18	New SCE Electrical Meter, Pedestal, and Conduit	1	\$35,000.00	\$35,000.00	1	\$22,800.00	\$22,800.00	1	\$45,000.00	\$45,000.00	
19	Any order of work required to construct the project per project plans in entirety not specifically identified within this bid schedule	1	\$45,000.00	\$45,000.00	1	\$10,000.00	\$10,000.00	1	\$25,000.00	\$25,000.00	
				\$736,826.00				\$924,776.00			\$968,085.34

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: October 21, 2024

ITEM NUMBER: 11A

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

Presented By: Chet Simmons, City Manager

Subject: Council Member Requested Agenda Item: Electronic Delivery of Financial Information

SUMMARY

During the September 23, 2024, adjourned regular meeting, Council Member Hibard made a motion requesting that the City Council discuss the electronic delivery of financial information. Council Member Murphy supported the motion. The motion passed 3-1-1, with Mayor Pro Tem Hasselbrink voting no and Council Member Doby abstaining. This informational staff report is the first step in the two-step process for placing items of the Agenda for consideration by the Council.

RECOMMENDATION

In accordance with the City Council's adopted Agenda Policy, this informational staff report does not request action, but seeks Council's direction. By a majority vote of the City Council Members present, staff may be directed to place this item on a future Agenda for consideration by the Council.

BACKGROUND

During the September 23, 2024, adjourned regular meeting, Council Member Hibard made the following motion:

"In an effort to show the residents of Los Alamitos that this Council values financial transparency and accountability, I move to direct staff to electronically deliver any and all financial information and legal invoices, unredacted, to any Member of Council, upon request."

The City Council Adopted Accelerated Warrant Policy allows Council Members to ask questions before the meeting so staff and Council can have the appropriate information available to them before the Council meeting. The Limited Printing Policy adopted within the Council Handbook restricts printing to essential documents only and encourages the use of digital alternatives wherever possible.

The Council has been advised that Staff is diligently working toward digitizing the warrant process. Once the process is complete, providing digital copies will be quick and efficient. To date, processing warrants remains a physical paper process. Pulling and copying invoices is labor-intensive and exceeds the small print job (10 pages or fewer) outlined in the Council policy; therefore, staff has not been able to comply with the voluminous request for copies of

invoices at this time.

Council is encouraged to make an appointment through the City Clerk's office to review the physical copies of any warrants/invoices and discuss questions and concerns with Staff. Council Member Hibard met with staff on September 23, 2024, for three hours to address her concerns regarding the warrants at that time.

Redacted copies of City Attorney invoices, itemizing the amount of fees billed and hours worked, are public records available upon request. However, City Attorney invoices contain confidential billing descriptions that are subject to the attorney-client privilege and are therefore protected from disclosure. (See, County of Los Angeles Bd. of Supervisors v. Superior Court, (2017) 12 Cal. App.5th 1264 ("Billing entries or portions of invoices that describe the work performed for a client therefore fall directly in the heartland protected by the privilege.")). The attorney-client privilege is held collectively by all five members of the City Council. A majority of the City Council must determine how to safeguard confidential and privileged attorney invoices, whether underacted attorney invoices should be made available upon request to individual Council Members, and whether to waive the attorney-client privilege with respect to such invoices.

DISCUSSION

The City Council's adopted Agenda Policy allows individual Council Members to place an item on the Agenda utilizing a two-step process. A Council Member may request an item be placed on a future Agenda during Council Announcements. Once a request is made, the item is then brought back to the City Council at a regularly scheduled meeting with an informational staff report (step one). A majority vote of the City Council members present is required to direct staff to place the item on a future Agenda for consideration by the Council (step two).

FISCAL IMPACT

None.

Attachment: None