

5. PRESENTATIONS

- A. Presentation of Certificates of Recognition to the Los Alamitos High School Girl's Cheer Team for winning the Universal Cheer Association's National Championship**
- B. Presentation of a Certificate of Recognition to Music Sur La Mer Youth Symphony for its 10th Year Anniversary and Presentation of a Commendation to Marcy A. Sudock, Musical Director**
- C. Presentation of a Certificate of Appreciation to Corporal Chris Anderson for Demonstrating Extraordinary Heroism**

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. REGISTER OF MAJOR EXPENDITURES

Approve the Register of Major Expenditures for May 7, 2012, in the amount of \$708,626.13.

Roll Call Vote

- Council Member Graham-Mejia
- Council Member Kusumoto
- Council Member Stephens
- Mayor Pro Tem Poe
- Mayor Edgar

8. CONSENT CALENDAR

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

*****CONSENT CALENDAR*****

- A. Approval of Minutes (City Clerk)**
Approve Minutes of the Regular Meeting of March 19, 2012.
- B. Warrants (Finance)**
Approve the Warrants for May 7, 2012, in the amount of \$98,150.

C. Approval of Plans and Specifications and Authorization to Bid for Cerritos Avenue Rehabilitation Project Improvements (CIP No. 11/12-04) (Public Works)

This report recommends actions to begin facilitating the construction of Cerritos Avenue Rehabilitation Project Improvements.

Recommendations:

1. Approve the plans and specifications for the construction of Cerritos Avenue Rehabilitation Project Improvements (CIP No. 11/12-04); and,
2. Authorize staff to advertise and solicit bid proposals.

D. Award Bid for Various Street Projects(CIP No. 11/12-03) (Pub. Works)

This report recommends action to begin facilitating the construction of the Various Street Projects (CIP No. 11/12-03). The projects are as follows: Street & Traffic Signal Improvements at the Humbolt and Cerritos Intersection; Access Ramp Improvements in the Carrier Row Neighborhood; Street Improvements on Calle Lee and Corporate Center Drive; Drainage Improvements on Katella Avenue and Siboney Street; and Street Improvements on Via El Mercado.

Recommendations:

1. Award construction of the Various Street Projects (CIP No. 11/12-03) to Shawnan in the amount of \$431,878.63; and,
2. Authorize the Mayor to execute the contract for the project; and,
3. Authorize staff to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$43,187.86, which is 10% of the original contract amount.

*****END OF CONSENT CALENDAR*****

9. ORDINANCES

A. Second Reading of Ordinance No. 12-03 – Amendment to the Los Alamitos Municipal Code Relating to Special Meetings of the City Council (City Manager)

At its regular meeting of April 16, 2012, the City Council conducted a first reading of Ordinance No. 12-03, amending the Los Alamitos Municipal Code relating to the manner in which special meetings of the City Council are called.

Recommendation:

1. Waive reading in full and authorize reading by title only of Ordinance No. 12-03; and,
2. Mayor Edgar read by title Ordinance No. 12-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO SPECIAL MEETINGS OF THE CITY COUNCIL."
3. Adopt Ordinance No. 12-03 by roll call vote.

B. Second Reading of Ordinance No. 12-02 - Amendment to the Los Alamitos Municipal Code to Provide for One City Council Meeting Per Month (City Manager)

At its regular meeting of April 16, 2012, the City Council conducted a first reading of Ordinance No. 12-02, which provides for one City Council meeting per month.

Recommendation:

1. Waive reading in full and authorize reading by title only of Ordinance No. 12-02; and,
2. Mayor Edgar read by title Ordinance No. 12-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.010 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO REGULAR MEETINGS OF THE CITY COUNCIL."
3. Adopt Ordinance No. 12-02 by roll call vote.

10. DISCUSSION ITEMS

A. Appointment of City Council Ad Hoc Subcommittee to Consider Use of Reserve Funds to Benefit the Community (City Manager)

At the February 21, 2012 meeting, the City Council voiced support to use the equivalent of 1% of the Utility Users Tax or \$358,333 from the Reserve fund as a rebate back to the residents in the form of programs and/or projects that could benefit the community as a whole.

Recommendation: Appoint two (2) Members of the City Council to serve as an ad hoc subcommittee to work with staff to (1) identify City projects and/or programs that will benefit the community, (2) gather community

input to prioritize the projects/programs, and (3) implement the projects/programs.

11. MAYOR AND COUNCIL INITIATED BUSINESS

Council Announcements

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

12. ITEMS FROM THE CITY MANAGER

13. CLOSED SESSION

Conference with Legal Counsel

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in the litigation.

A. Existing Litigation (G.C. 54956.9(a))

Name of Case: City of Los Alamitos vs. Citizens for a Fair Trash Contract

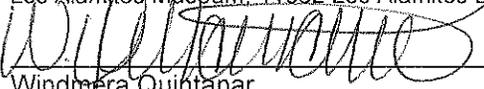
Case Number: Orange County Superior Court Case #00420414

Authority: Government Code Section 54956.9(a)

14. ADJOURNMENT

The next meeting of the City Council is scheduled for **Monday, May 21, 2012**, in the City Council Chambers.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: Los Alamitos City Hall, 3191 Katella Ave.; Los Alamitos Community Center, 10911 Oak Street; and, Los Alamitos Museum, 11062 Los Alamitos Blvd.; not less than 72 hours prior to the meeting.


Windmera Quintanar
Department Secretary

5/3/12
Date

CITY OF LOS ALAMITOS
Register of Major Expenditures
May 7, 2012

Pages:

01-02	\$ 198,122.12	Major Warrants	05/07/2012
	\$ 138,660.02	Payroll	04/27/2012
	\$ 145,187.39	Payroll Benefits	04/27/2012
	\$ 138,758.80	Payroll	04/13/2012
	\$ 87,897.80	Payroll Benefits	04/13/2012

Total **\$ 708,626.13**

Statement:

I hereby certify that the claims or demands covered by the foregoing listed warrants have been audited as to accuracy and availability of funds for payment thereof. Certified by Anita Agramonte, Finance Director.



 this 2nd day of May, 2012

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMERICA WEST LANDSCAPE, INC.	LAUREL PRK REHAB-RETENTION	PARK DEVELOPMENT	NON-DEPARTMENTAL	5,702.35-
	LAUREL PRK REHAB-RETENTION	PARK DEVELOPMENT	NON-DEPARTMENTAL	15,191.08-
	LAUREL PRK REHAB-PAYMENT 2	PARK DEVELOPMENT	CAPITAL PROJECTS	51,760.63
	LAUREL PRK REHAB-PAYMENT 3	PARK DEVELOPMENT	CAPITAL PROJECTS	58,216.49
	TOTAL:			89,083.69
COLANTUONO & LEVIN, PC	LOS AL MED CENTER	GENERAL FUND	NON-DEPARTMENTAL	966.00
	TRASH CONTRACT	GENERAL FUND	NON-DEPARTMENTAL	7,768.20
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	13,854.50
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	1,044.00
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	1,317.50
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	345.00
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	46.00
	GENERAL COUNSEL	GENERAL FUND	CITY ATTORNEY	759.00
	TOTAL:			26,100.20
THE PLANNING CENTER	COORDINATION MEETINGS	GENERAL FUND	PLANNING	695.00
	PROJECT WEBSITE	GENERAL FUND	PLANNING	120.00
	COMMUNITY OUTREACH	GENERAL FUND	PLANNING	350.00
	FOCUS GROUP INTERVIEWS	GENERAL FUND	PLANNING	1,260.00
	COUNCIL SUBCOMITTEE	GENERAL FUND	PLANNING	280.00
	ISSUES & OPPORTUNITIES	GENERAL FUND	PLANNING	4,095.00
	DRAFT GENERAL PLAN	GENERAL FUND	PLANNING	11,973.39
	REIMBURSABLES	GENERAL FUND	PLANNING	12.39
	COORDINATION MEETINGS	GENERAL FUND	PLANNING	560.00
	COMMUNITY OUTREACH	GENERAL FUND	PLANNING	3,826.25
	ISSUES & OPPORTUNITIES	GENERAL FUND	PLANNING	16.25
	DRAFT EIR & INFRASTRUCTURE	GENERAL FUND	PLANNING	4,707.58
	REIMBURSABLES	GENERAL FUND	PLANNING	69.72
	COORDINATION MEETINGS	GENERAL FUND	PLANNING	1,400.00
	PROJECT WEBSITE	GENERAL FUND	PLANNING	280.00
	COMMUNITY OUTREACH	GENERAL FUND	PLANNING	14,522.23
	FOCUS GROUP INTERVIEWS	GENERAL FUND	PLANNING	280.00
	ISSUES & OPPORTUNITIES	GENERAL FUND	PLANNING	3,360.00
	DRAFT GENERAL PLAN	GENERAL FUND	PLANNING	2,040.00
	DRAFT EIR & SCREENCHECK	GENERAL FUND	PLANNING	927.41
	REIMBURSABLES	GENERAL FUND	PLANNING	1,936.44
	TOTAL:			52,711.66
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	13,588.78
	SLO-PITCH FLD/LAUREL PARK	GENERAL FUND	PARK MAINTENANCE	486.81
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	465.89
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	281.28
	CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	658.05
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	1,336.03
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	1,575.44
	TOTAL:			18,392.28
SPOT LIGHTING SUPPLIES, INC.	LIGHTING RETROFIT	EECBE GRANT	CAPITAL PROJECTS	11,834.29
	TOTAL:			11,834.29

VENDOR_SORT_KEY DESCRIPTION FUND DEPARTMENT AMOUNT

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===== FUND TOTALS =====
10 GENERAL FUND 97,204.14
30 EECBE GRANT 11,834.29
40 PARK DEVELOPMENT 89,083.69
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GRAND TOTAL: 198,122.12
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TOTAL PAGES: 2

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – April 16, 2012

1. CALL TO ORDER

The City Council met in Regular Session at 7:01 p.m., Monday, April 16, 2012, in the Council Chambers, 3191 Katella Avenue, Mayor Edgar presiding.

2. ROLL CALL

Present: Council Members: Graham-Mejia, Kusumoto, Stephens, Mayor Pro Tem Poe, Mayor Edgar

Absent: Council Members: None

Present: Staff: Angie Avery, City Manager
Sandra J. Levin, City Attorney
Anita Agramonte, Finance Director
Dave Hunt, City Engineer
Corey Lakin, Community Services Director
Todd Mattern, Police Chief
Steven Mendoza, Community Development Director
Windmera Quintanar, Department Secretary

3. PLEDGE OF ALLEGIANCE

Mayor Edgar led the Pledge of Allegiance.

4. INVOCATION

Council Member Stephens gave the invocation.

5. PRESENTATIONS

A. Presentation of a Proclamation for Wild Fire Prevention Month to Orange County Fire Authority Chief Dan Hanson

Council presented a Proclamation for Wild Fire Prevention Month to the Orange County Fire Authority Chief Dan Hanson. Chief Hanson gave a brief overview of the program "Ready, Set, Go" and accepted the Proclamation from Council.

B. Presentation of Proclamation for DMV/Donate Life to Ambassador Margorie Boyd

Council presented a Proclamation for DMV/Donate Life to Ambassador Margorie Boyd. Ambassador Boyd gave a brief background on the organization and accepted the Proclamation from Council.

C. Presentation of Consolidated Disposal's Annual Update by Russell Dix

Mr. Russell Dix, General Manager Consolidated Disposal, provided the 2011 Annual Update for Consolidated Disposal, gave a brief PowerPoint presentation, and answered questions from the City Council.

6. ORAL COMMUNICATIONS

Mayor Edgar opened Oral Communications.

Maria Theresa Diaz, President of Committee of Love for St. Isidore, expressed appreciation for being nominated as Volunteer of the Year and stated support for the preservation of St. Isidore Historical Plaza.

Shelly Henderson, OC Breeze, announced the inaugural print edition of OC Breeze would be released soon.

Mayor Edgar closed Oral Communications.

7. REGISTER OF MAJOR EXPENDITURES

Motion/Second: Poe/Graham-Mejia

Unanimously Carried: The City Council approved the Major Expenditures for April 16, 2012, in the amount of \$469,049.80.

Roll Call Vote

Council Member Graham-Mejia	Aye
Council Member Kusumoto	Aye
Council Member Stephens	Aye
Mayor Pro Tem Poe	Aye
Mayor Edgar	Aye

8. CONSENT CALENDAR

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

Council Member Graham-Mejia pulled items 8A, 8E, and 8G.

Council Member Kusumoto pulled item 8B.

Motion/Second: Graham-Mejia/Stephens

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

*****CONSENT CALENDAR*****

**C. Emergency Roof Repairs - Reaffirmation of Emergency Conditions
(Public Works)**

The City of Los Alamitos, when approving emergency public projects, is required to reaffirm such decisions at subsequent Council Meetings until the emergency is resolved. This staff report reaffirmed the December 19, 2011, decision to approve an emergency contract for roof repairs to several City buildings to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings.

The City Council, by a 4/5ths vote, ratified, and reaffirmed the December 19, 2011, City Council action:

1. Found that significant damage has occurred to the roofs on several City buildings as a result of recent weather events, that the roofs are leaking into work spaces currently in use by employees, that future wind and storm events are predicted in the near future, and that the roofing issues have been inspected and assessed by professionals with pertinent experience who have recommended immediate repair to avoid further damage and possible health and safety issues; and,
2. Found that the roofing problems identified in this report are an emergency, that there is not time to conduct a competitive bid process and that the roofs must be repaired immediately to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings; and,
3. Authorized the award of contract for emergency roof repairs to Emercon Construction, Inc. via the Joint Powers Insurance Authority (JPIA) while authorizing an expenditure of \$5,000.00 for the deductible; and,
4. Authorized the City Manager to spend up to \$15,000 to repair and/or replace rooftop air conditioning equipment if needed in order to repair the roofing leaks.

D. Award Bid for Americans with Disabilities Act (ADA) Curb Ramp Improvement Project in Apartment Row (CIP No. 11/12-02) Using Community Development Block Grant (CDBG) Funds (Public Works)

This report recommended actions to begin facilitating the construction of ADA access ramps in Apartment Row.

The City Council:

1. Awarded construction of the ADA Curb Ramp Improvement Project in Apartment Row (CIP No. 11/12-02) to Mora's Equipment & Construction, Inc. in the amount of \$50,800; and,

2. Authorized the Mayor to execute the contract for the project; and,
3. Authorized staff to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$10,160, which is 20% of the original contract amount.

F. Consideration of a Professional Services Agreement with Douglas L. Wood for the Provision of Services Related to the Administration of LATV (City Manager)

This report requested City Council approval of a professional services agreement with Douglas L. Wood to manage the services related to the administration of LATV.

City Council authorized the City Manager to execute the Professional Services Agreement with Douglas L. Wood for the provision of services related to LATV.

H. Resolution No. 2012-08, Supporting SB 1364 Relating to Water Corporations (City Manager)

This report requested City Council adoption of Resolution No. 2012-08, expressing support for SB 1364 relating to water corporations.

The City Council adopted Resolution No. 2012-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, SUPPORTING SENATE BILL 1364 RELATING TO WATER CORPORATIONS."

*****END OF CONSENT CALENDAR*****

A. Approval of Minutes (City Clerk)
Approve Minutes of the Regular Meeting of April 2, 2012.

Council Member Graham-Mejia referred to page 5 of 10 and requested the minutes read "Support and Opposition received from residents."

Council Member Graham-Mejia stated for the record she would like to see the minutes returned to summary format for historical purposes.

Motion/Second: Poe/Stephens
Carried 4/1 (Graham-Mejia cast the dissenting vote): The City Council approved the minutes of the Regular meeting of April 2, 2012, as revised.

B. Warrants (Finance)
April 16, 2012.

Council Member Kusumoto referred to page 1, invoice for Baric, Tran & Minesinger. He requested the item be removed for further clarification and moved to approve the remainder of the warrants.

Council and staff discussed receiving additional back up for the invoice before payment was made.

Motion/Second: Kusumoto/Graham-Mejia

Unanimously Carried: The City Council approved the Warrants of April 16, 2012, in the amount of \$59,758.35, and postponed payment of Baric, Tran & Minesinger in the amount of \$5,075.50.

**E. Budget Request for Installing Speed Bumps on Alleys in the City
(Engineering)**

At the April 2, 2012, City Council meeting, the City Council approved the installation of eleven (11) speed bumps on alleys in the City. City staff has estimated the cost to install the speed bumps and required signs to be between \$15,000 and \$20,000. This includes the cost of signs, poles, speed bumps, and staff time for ordering and installation.

Council Member Graham-Mejia asked for clarification on the quantity of speed bumps to be installed and requested she be present when the alley was marked for the speed bumps.

City Engineer Hunt clarified the alley length was longer than estimated at the last Council meeting. He indicated the cost included speed bumps every 250 feet, and approximately 22 speed bumps would be installed.

Motion/Second: Graham-Stephens

Unanimously Carried: The City Council:

1. Approved the maximum budget of \$20,000 to install the speed bumps and required signs and poles; and,
2. Authorized the City Manager to spend up to \$20,000 for the necessary materials from the Traffic Improvement account.

**G Resolution No. 2012-07, Establishing and Reducing Various Fees
(City Clerk)**

This report requested City Council adoption of Resolution No. 2012-07, establishing and reducing various City Clerk fees.

City Council and staff discussed the difference between other City fees and the fees being presented tonight that were regulated by the Public Records Request Act. An interest in reviewing all City fees was expressed.

Motion/Second: Poe/Graham-Mejia

Unanimously Carried: The City Council adopted Resolution No. 2012-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING CITY CLERK FEES FOR MATERIALS AND SERVICES, AND AMENDING RESOLUTION NO. 1895."

9. ORDINANCES

A. **Consideration of an Amendment to the Los Alamitos Municipal Code Relating to Special Meetings of the City Council (City Manager)**

This report requested City Council consideration of an amendment to the Los Alamitos Municipal Code relating to the manner in which special meetings of the City Council are called.

City Manager Avery summarized the staff report, referring to the information contained therein, and answered questions from the City Council.

City Council and staff clarified staff would assist in providing the necessary research for staff reports requested by Council.

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

Motion/Second: Graham-Mejia/Poe

Unanimously Carried: The City Council:

1. Introduced by title only and waived further reading of Ordinance No. 12-03, and set for second reading; and,
2. City Attorney Levin read by title, Ordinance No. 12-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO SPECIAL MEETINGS OF THE CITY COUNCIL."

B. **First Reading of Ordinance No. 12-02 - Amendment to the Los Alamitos Municipal Code to Provide for One City Council Meeting Per Month (City Manager)**

At its regular meeting of April 2, 2012, the City Council approved Ordinance No. 12-02, which provides for one City Council meeting per month, and proposed some changes.

City Manager Avery summarized the staff report, referring to the information contained therein, and answered questions from the City Council.

Mayor Edgar opened the item for public comment. There being no one present wishing to speak, Mayor Edgar closed the item for Public Comment.

Motion/Second: Poe/Stephens

Unanimously Carried: The City Council:

1. Introduced by title only and waived further reading of Ordinance No. 12-02, and set for second reading; and,
2. City Attorney Levin read by title, Ordinance No. 12-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.010 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO REGULAR MEETINGS OF THE CITY COUNCIL."

10. DISCUSSION ITEMS

A. **General Plan Update – Progress Report (Community Development)**

As the future General Plan nears its midpoint a progress update to the City Council is appropriate. This update comes on the heels of a successful joint meeting of the Parks, Recreation, and Cultural Arts, Planning, and Traffic Commissions. The meeting updated the Commissioners on the progress of the overall update effort and enabled the Commissioners to clarify and unify opinions, reactions, and concerns based on input and information collected through the General Plan outreach activities. City staff and the Commissioners found the most valuable component of the joint meeting to be the opportunity for the commissioners—as some of the most connected, involved and engaged residents in the community—to focus on the future of Los Alamitos.

This joint meeting provided an opportunity for the three primary Commissions to communicate their unique knowledge and insight into the many issues that will influence public policy established by the City Council through the General Plan update. Spokespersons from each of the Commissions will be on hand to update the City Council.

Community Development Director Mendoza summarized the staff report referring to the information contained therein and gave a PowerPoint presentation.

Community Development Director Mendoza introduced Norm Wray, Traffic Commission Chair; Wendy Grose, Vice Chair Planning Commission; and, Samuel Manning, Chair Parks, Recreation, and Cultural Arts Commission.

The Commission representatives summarized the General Plan goals discussed at the Joint meeting.

City Council and Staff briefly discussed the topics that were presented and thanked the Commissioners for their time and input.

The City Council received and filed the report.

11. MAYOR AND COUNCIL INITIATED BUSINESS

Council Announcements

Mayor Pro Tem Poe discussed the following topics: West-Comm 2011 achievements; attendance at the CPRS District 10 Awards Banquet; interest in showing Orange County Fire Authority's (OCFA) video titled "Silent Death"; and, upcoming Cinco de Mayo event at St. Isidore on May 5th.

Council Member Stephens discussed the following topics: attendance at the OCFA Budget and Finance Committee meeting; the importance of fire awareness; and, stated support for showing the OCFA "Silent Death" video.

Council Member Kusumoto stated he had nothing to report at this time.

Council Member Graham-Mejia discussed the following topics: passing of long time teacher at Los Alamitos High School; Donate Life California; Certified Emergency Response Team (CERT) training; and, consideration of setting aside funding for Disaster Preparedness City-wide.

Mayor Edgar discussed the following topics: Cinco de Mayo at St. Isidore; Casa Youth Shelter's fundraiser, Pizza Mondays at Valentinos; attendance at Westminster's State of the City; attendance at OCSD meetings; Seal Beach City Council's decision to exclude the Shops of Rossmoor as a site for low income housing; upcoming Cypress Fire Station 17 dedication on Saturday; successful fundraiser held by We Care; and, the heroic acts of Corporal Chris Anderson who rescued an individual from the flood channel during the heavy rains on Friday.

Chief Mattern summarized the event and Corporal Chris Anderson's involvement. Mayor Edgar requested Corporal Anderson be recognized at an upcoming Council meeting.

12. ITEMS FROM THE CITY MANAGER

City Manager Avery discussed the following topics: progress of “give back” to residents from the reserve funds; upcoming budget workshops on May 7 at 5:00 p.m. and May 21, at 5:00 p.m.; upcoming street projects; Recreation and Community Services efforts to solicit donations for upcoming 4th of July event; and, renovated Roberts Park.

Mayor Edgar inquired about the County’s upcoming flood control project and the City providing a staging area.

City Engineer Hunt stated the County is moving forward and staff was diligently working with them so both parties will benefit.

13. ADJOURNMENT

The City Council adjourned the meeting at 8:59 p.m. The next meeting of the City Council is scheduled for **Monday, May 7, 2012**, in the City Council Chambers.

Troy D. Edgar, Mayor

ATTEST:

Windmera Quintanar, Department Secretary

CITY OF LOS ALAMITOS

A/P Warrants

May 7, 2012

Pages:

01-07	\$ 96,625.58	A/P Warrants	05/07/2012
	\$ 1,525.31	Retiree Benefits	05/01/2012

Total \$ 98,150.89

Statement:

I hereby certify that the claims or demands covered by the foregoing listed warrants have been audited as to accuracy and availability of funds for payment thereof. Certified by Anita Agramonte, Finance Director.



this 2nd day of May, 2012

JENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	AMMUNITION MAGAZINES	GENERAL FUND	PATROL	219.81
	SWAT GEAR	GENERAL FUND	PATROL	1,481.57
	TOTAL:			1,701.38
ADVANCED BATTERY SYSTEMS, INC.	TOOLS	GARAGE FUND	GARAGE	147.62
	TOTAL:			147.62
ALL AMERICAN OFFICIALS	ASSIGNING SERVICES	GENERAL FUND	SPORTS	350.00
	TOTAL:			350.00
ALL STAR GLASS	REPLACE REAR GLASS	GARAGE FUND	GARAGE	447.30
	TOTAL:			447.30
AMERICAN SOCCER COMPANY, INC.	SLO-PITCH SERVICES	GENERAL FUND	SPORTS	1,562.16
	TOTAL:			1,562.16
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	250.00
	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	365.00
	TOTAL:			615.00
ARC IMAGING RESOURCES	COYOTE CREEK	RIVERS/WTNS. CONSE	CAPITAL PROJECTS	128.51
	TOTAL:			128.51
ART INNOVATORS	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	168.00
	TOTAL:			168.00
SUSAN BROWN	TUITION REIMBURSEMENT	GENERAL FUND	RECORDS	3,045.00
	TOTAL:			3,045.00
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	19.17
	TOTAL:			19.17
CALIFORNIA FORENSIC PHLEBOTOMY INC.	BLOOD TEST	GENERAL FUND	PATROL	112.50
	TOTAL:			112.50
CHARLES ABBOTT ASSOCIATES, INC.	BUILDING PERMIT FEES	GENERAL FUND	BUILDING INSPECTION	7,351.43
	WQMP SERVICES	GENERAL FUND	BUILDING INSPECTION	621.00
	NPDES INSPECTIONS	GENERAL FUND	NPDES	720.00
	TOTAL:			8,692.43
COMMUNITY SENIORSERV	NUTRITION TRANSPORTATION	GENERAL FUND	COMMUNITY SERVICES	77.08
	TOTAL:			77.08
COMPUTER SERVICE CO.	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	1,240.00
	TOTAL:			1,240.00
COUNTY OF ORANGE TREASURER-TAX	COMM CHARGES 4Q FY 11/12	GENERAL FUND	COMMUNICATIONS TECHNOL	2,937.00
	COMM CHARGES 3Q FY 11/12	GENERAL FUND	COMMUNICATIONS TECHNOL	1,402.91
	TOTAL:			4,339.91
CPRS DISTRICT 10	BANQUET FEES	GENERAL FUND	RECREATION ADMINSTRAT	800.00
	TOTAL:			800.00
DECKSIDE POOL SERVICE	POOL MAINTENANCE	GENERAL FUND	AQUATICS	1,290.00
	TOTAL:			1,290.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DOOLEY ENTERPRISES, INC.	AMMUNITION	GENERAL FUND	PATROL	158.93
			TOTAL:	158.93
ELIANA DREW	INSTRUCTOR - ADULT ED	GENERAL FUND	SPECIAL CLASSES	23.80
			TOTAL:	23.80
CYNTHIA E. EMAMI	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	36.80
			TOTAL:	36.80
FEDEX	SHIPPING	GENERAL FUND	CITY COUNCIL	30.34
	SHIPPING	GENERAL FUND	CITY COUNCIL	29.83
	SHIPPING	GENERAL FUND	CITY COUNCIL	33.22
	SHIPPING	GENERAL FUND	PATROL	28.86
			TOTAL:	122.25
CARRI FOX	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	6.30
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	6.30
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	12.60
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	18.90
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	14.70
			TOTAL:	58.80
FUN ON THE FARM, INC.	INSTRUCTOR-HORSEBACK RIDE	GENERAL FUND	SPECIAL CLASSES	44.80
	INSTRUCTOR-HORSEBACK RIDE	GENERAL FUND	SPECIAL CLASSES	44.80
			TOTAL:	89.60
GANAHL LUMBER COMPANY	RAGS	GENERAL FUND	STREET MAINTENANCE	8.39
	TOOLS	GENERAL FUND	STREET MAINTENANCE	17.77
	SAFETY HAT	GENERAL FUND	STREET MAINTENANCE	10.76
	GLOVES	GENERAL FUND	STREET MAINTENANCE	7.52
	IRRIGATION PARTS	GENERAL FUND	PARK MAINTENANCE	1.39
	TOOLS	GENERAL FUND	BUILDING MAINTENANCE	27.98
	TOOLS	GENERAL FUND	BUILDING MAINTENANCE	21.11
	PAINT	GENERAL FUND	BUILDING MAINTENANCE	82.61
	LIGHTBULES	GENERAL FUND	BUILDING MAINTENANCE	9.24
	BRONZE CLEANER	GENERAL FUND	BUILDING MAINTENANCE	9.68
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	22.92
	CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	12.48
	PAINT	BUILDING IMPROVEME	CAPITAL PROJECTS	161.57
	PAINT	BUILDING IMPROVEME	CAPITAL PROJECTS	161.57
	RAGS	GARAGE FUND	GARAGE	17.54
			TOTAL:	572.53
GLENN E. THOMAS CO.	PARTS	GARAGE FUND	GARAGE	83.64
	STEERING WHEEL PARTS	GARAGE FUND	GARAGE	123.32
	STEERING WHEEL PARTS	GARAGE FUND	GARAGE	17.01
			TOTAL:	223.97
GOLDEN STATE WATER COMPANY	BILL CYCLE 02/01-04/02	GENERAL FUND	STREET MAINTENANCE	3,966.56
	BILL CYCLE 02/01-04/02	GENERAL FUND	PARK MAINTENANCE	3,577.42
	BILL CYCLE 02/01-04/02	GENERAL FUND	BUILDING MAINTENANCE	562.95
			TOTAL:	8,106.93
GOLF VENTURES WEST	TRACTOR SEAT	GARAGE FUND	GARAGE	914.19
			TOTAL:	914.19

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HARRY'S PLUMBING AND DRAINS, INC.	PLUMBING REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	690.00
			TOTAL:	690.00
HEART TO HEART CPR	INSTRUCTOR - CPR	GENERAL FUND	SPECIAL CLASSES	189.00
	INSTRUCTOR - FIRST AID	GENERAL FUND	SPECIAL CLASSES	50.40
			TOTAL:	239.40
HI-WAY SAFETY, INC.	SIGN POSTS & CAPS	GENERAL FUND	STREET MAINTENANCE	25.70
			TOTAL:	25.70
IMPERIAL SPRINKLER SUPPLY	LAUREL PARK PROGRESS 2	PARK DEVELOPMENT	CAPITAL PROJECTS	5,262.89
	LAUREL PARK PROGRESS 3	PARK DEVELOPMENT	CAPITAL PROJECTS	3,996.49
			TOTAL:	9,259.38
INTELLIBRIDGE PARTNERS, LLC	INTERIM CITY CLERK SVCS	GENERAL FUND	CITY MANAGER	6,912.50
	ACCOUNTING ASSISTANCE	GENERAL FUND	ADMINISTRATIVE SERVICE	302.50
			TOTAL:	7,215.00
JOHNNY REBS' OF BELLFLOWER, INC.	RACE SPONSOR CATERING	GENERAL FUND	SPECIAL EVENTS	400.00
			TOTAL:	400.00
KIDSGUIDE	SUMMER CALENDAR AD	GENERAL FUND	DAY CAMP	110.00
			TOTAL:	110.00
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE - P/D	GENERAL FUND	POLICE ADMINISTRATION	302.00
			TOTAL:	302.00
KUSTOM IMPRINTS	BANNER	GENERAL FUND	SPECIAL EVENTS	242.44
			TOTAL:	242.44
LAKEWOOD NURSERY	FLOWERS & PLANTS	GENERAL FUND	PARK MAINTENANCE	122.56
			TOTAL:	122.56
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	68.25
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	97.50
			TOTAL:	165.75
LOS ALAMITOS AREA CHAMBER OF COMMERCE	POLICE LUNCHEON	GENERAL FUND	ADMINISTRATIVE SERVICE	35.00
	POLICE LUNCHEON	GENERAL FUND	RECREATION ADMINISTRATION	35.00
			TOTAL:	70.00
LOS ALAMITOS AUTO PARTS	OIL FILTERS	GARAGE FUND	GARAGE	12.77
			TOTAL:	12.77
LOS ALTOS TROPHY	MEDALS	GENERAL FUND	SPORTS	71.65
			TOTAL:	71.65
LOWE'S	CABLE	GENERAL FUND	PARK MAINTENANCE	29.88
	LIGHTBULBS	GENERAL FUND	BUILDING MAINTENANCE	16.49
	EARTHQUAKE STRAPS	GENERAL FUND	BUILDING MAINTENANCE	43.14
	BLINDS	BUILDING IMPROVEME	CAPITAL PROJECTS	1,047.59
			TOTAL:	1,137.10
MAD SCIENCE OF W. ORANGE COUNTY	INSTRUCTOR - SCIENCE CAMP	GENERAL FUND	SPECIAL CLASSES	46.80
	INSTRUCTOR - SCIENCE CAMP	GENERAL FUND	SPECIAL CLASSES	46.80
			TOTAL:	93.60

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MAILFINANCE	POSTAGE MACHINE	GENERAL FUND	ADMINISTRATIVE SERVICE	166.50
			TOTAL:	166.50
MAJOR LEAGUE SOFTBALL, INC.	ASSIGNING SERVICES	GENERAL FUND	SPORTS	138.00
			TOTAL:	138.00
MISC. VENDOR	REFUND - PAID IN ERROR	GENERAL FUND	NON-DEPARTMENTAL	75.00
	REFUND - ART CLASS	GENERAL FUND	NON-DEPARTMENTAL	14.68
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	150.00
	REFUND - SCIENCE CAMP	GENERAL FUND	NON-DEPARTMENTAL	29.00
	REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	111.00
	REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	52.00
	REFUND - FIRST AID CLASS	GENERAL FUND	NON-DEPARTMENTAL	18.00
	REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	52.00
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	52.00
	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	34.00
	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	34.00
	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	68.00
	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	34.00
	REFUND - OVERPAYMENT	GENERAL FUND	NON-DEPARTMENTAL	5.00
	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	34.00
	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	68.00
	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	68.00
	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	34.00
	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	34.00
	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	34.00
	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	68.00
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	58.00
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	58.00
	REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	52.00
	REFUND - GUITAR CLASS	GENERAL FUND	NON-DEPARTMENTAL	76.00
	REFUND - GUITAR CLASS	GENERAL FUND	NON-DEPARTMENTAL	76.00
	REFUND - GUITAR CLASS	GENERAL FUND	NON-DEPARTMENTAL	59.00
	REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	50.00
	REFUND - EXERCISE CLASS	GENERAL FUND	NON-DEPARTMENTAL	12.66
	REFUND - CRAFT CLASS	GENERAL FUND	NON-DEPARTMENTAL	110.00
	REFUND - SWIM LESSONS	GENERAL FUND	NON-DEPARTMENTAL	49.00
	REFUND - SWIM LESSONS	GENERAL FUND	NON-DEPARTMENTAL	80.00
	REFUND - SOCCER CAMP	GENERAL FUND	NON-DEPARTMENTAL	80.00
			TOTAL:	1,825.34
PRISCILLA MONSERATE-SANDERS	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	450.45
			TOTAL:	450.45
NEWPORT EXTERMINATING	GENERAL PEST CONTROL	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
NEWS ENTERPRISE	PUBLIC HEARING NOTICE	GENERAL FUND	PLANNING	68.28
	BID NOTICE	MEASURE M	CAPITAL PROJECTS	460.76
			TOTAL:	529.04
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,227.94
			TOTAL:	1,227.94

TENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PAPER RECYCLING SPECIALISTS	SHREDDING SERVICES	GENERAL FUND	ADMINISTRATIVE SERVICE	74.00
			TOTAL:	74.00
DETTY CASH	MILEAGE REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	43.85
	SUPPLY REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	7.86
	TABLECLOTHS	GENERAL FUND	PLANNING	86.16
	BROCHURE MAILING	GENERAL FUND	RECREATION ADMINISTRAT	12.60
	SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	1.09
	WALL CLOCKS	GENERAL FUND	RECREATION ADMINISTRAT	21.49
	CSULB DAVID GRAY AWARDS	GENERAL FUND	RECREATION ADMINISTRAT	50.00
	SHADE STRUCTURE DEDICATION	GENERAL FUND	COMMUNITY SERVICES	51.70
	SHADE STRUCTURE DEDICATION	GENERAL FUND	COMMUNITY SERVICES	71.96
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	4.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	4.00
	BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	6.45
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	4.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	4.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	4.00
	BROCHURE PREP LUNCH	GENERAL FUND	SPECIAL CLASSES	26.88
	RACE ON BASE LUNCH	GENERAL FUND	SPECIAL EVENTS	75.05
	RACE ON BASE MEETING	GENERAL FUND	SPECIAL EVENTS	23.90
	MAIL RACE MEDALS	GENERAL FUND	SPECIAL EVENTS	9.05
	DRYCLEANING	GENERAL FUND	SPECIAL EVENTS	20.00
	BOUNCE HOUSE	GENERAL FUND	SPECIAL EVENTS	119.00
			TOTAL:	647.04
PRO FORCE LAW ENFORCEMENT	TASER EQUIPMENT	GENERAL FUND	PATROL	167.82
			TOTAL:	167.82
QUESTYME USA	LATV POWER FLOW REGULATOR	LOS ALAMITOS TV	LOS ALAMITOS TV	1,426.49
			TOTAL:	1,426.49
REDFLEX TRAFFIC SYSTEMS, INC.	REDFLEX INTERSECTION COMM	GENERAL FUND	TRAFFIC	65.00
			TOTAL:	65.00
RICOH AMERICAS CORPORATION	MAINTENANCE AGREEMENT	GENERAL FUND	RECREATION ADMINISTRAT	866.69
	COPIER LEASE	GENERAL FUND	RECREATION ADMINISTRAT	560.30
			TOTAL:	1,426.99
THE RINKS WESTMINSTER ICE	INSTRUCTOR - ICE SKATING	GENERAL FUND	SPECIAL CLASSES	23.10
	INSTRUCTOR - ICE SKATING	GENERAL FUND	SPECIAL CLASSES	23.10
	INSTRUCTOR - ICE SKATING	GENERAL FUND	SPECIAL CLASSES	46.20
	INSTRUCTOR - ICE SKATING	GENERAL FUND	SPECIAL CLASSES	23.10
			TOTAL:	115.50
ROSSMOOR CAR WASH	CAR WASHES - P/D	GARAGE FUND	GARAGE	94.00
	CAR WASHES - REC	GARAGE FUND	GARAGE	19.00
	CAR WASHES - P/W	GARAGE FUND	GARAGE	10.00
			TOTAL:	123.00
ROSSMOOR/LOS AL AREA SEWER	APR/MAY/JUN PARKING RENT	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
			TOTAL:	1,500.00
RUN RACING	RACE ON BASE REIMBURSABLES	GENERAL FUND	SPECIAL EVENTS	6,362.74
			TOTAL:	6,362.74

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMYS ONLINE	LATV STUDIO LIGHTS/GELS	LOS ALAMITOS TV	LOS ALAMITOS TV	2,962.25
	TOTAL:			2,962.25
SUSAN SAXE-CLIFFORD, PH.D.	PRE-EMPLOYMENT EXAM	GENERAL FUND	ADMINISTRATIVE SERVICE	375.00
	TOTAL:			375.00
SIR SPEEDY	ENVELOPES	GENERAL FUND	CITY MANAGER	47.10
	ENVELOPES	GENERAL FUND	ADMINISTRATIVE SERVICE	47.10
	ENVELOPES	GENERAL FUND	COMMUNITY DEVEL ADMIN	141.30
	TOTAL:			235.50
SKATEDOGS	INSTRUCTOR - SKATEBOARDING	GENERAL FUND	SPECIAL CLASSES	324.80
	INSTRUCTOR - SKATEBOARDING	GENERAL FUND	SPECIAL CLASSES	243.60
	INSTRUCTOR - SKATEBOARDING	GENERAL FUND	SPECIAL CLASSES	81.20
	INSTRUCTOR - SKATEBOARDING	GENERAL FUND	SPECIAL CLASSES	121.80
	TOTAL:			771.40
SMART & FINAL	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	204.43
	TOTAL:			204.43
SO CAL SANITATION LLC	RESTROOM SERVICES	GENERAL FUND	SPORTS	125.00
	TOTAL:			125.00
SOUTHERN CALIFORNIA ASSOCIATION OF GOV	MEMBERSHIP DUES 2012-2013	GENERAL FUND	CITY COUNCIL	1,248.00
	TOTAL:			1,248.00
SOUTHERN PACIFIC MASTERS ASSOCIATION	MEMBERSHIP FEE	GENERAL FUND	AQUATICS	44.00
	MEMBERSHIP FEES	GENERAL FUND	AQUATICS	88.00
	TOTAL:			132.00
STATE OF CALIFORNIA DEPARTMENT	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
	FINGERPRINT	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
	TOTAL:			64.00
SY NURSERY	PLANTS	GENERAL FUND	PARK MAINTENANCE	71.12
	TOTAL:			71.12
TIFCO INDUSTRIES, INC.	CORD CONNECTOR	GENERAL FUND	STREET MAINTENANCE	124.63
	WARNING FLARE LIGHT	GENERAL FUND	STREET MAINTENANCE	197.95
	TOTAL:			322.58
TIME WARNER CABLE	INTERNET - COMPUTER CENTER	GENERAL FUND	RECREATION ADMINISTRATION	69.95
	INTERNET - POOL	GENERAL FUND	AQUATICS	242.08
	TOTAL:			312.03
TRAIN2SHAPE	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	92.80
	TOTAL:			92.80
J.S. HEALTHWORKS MEDICAL GROUP	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	ADMINISTRATIVE SERVICE	498.00
	TOTAL:			498.00
V & V MANUFACTURING, INC.	REFINISH BADGES	GENERAL FUND	PATROL	148.81
	TOTAL:			148.81
VERIZON CALIFORNIA, INC.	ADMIN - FAX	GENERAL FUND	ADMINISTRATIVE SERVICE	44.81
	TELECOMMUNICATIONS	GENERAL FUND	COMMUNICATIONS TECHNOL	797.47

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	POLICE ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	114.80
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	39.45
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	74.85
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	39.85
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	37.42
	PARK & REC - FAX	GENERAL FUND	RECREATION ADMINISTRAT	43.22
			TOTAL:	1,229.29
VICTORY LOCK AND KEY	LOCK REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	337.50
	LOCK REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	182.69
			TOTAL:	520.19
WATERSHED CONSERVATION AUTHORITY	PROJECT/CONST MANAGEMENT	RIVERS/MTNS. CONSE	CAPITAL PROJECTS	7,578.38
			TOTAL:	7,578.38
WEBER PRINTING COMPANY, INC.	PRINTING SERVICES	GENERAL FUND	COMMUNITY DEVEL ADMIN	275.00
	PRINTING SERVICES	GENERAL FUND	RECREATION ADMINISTRAT	4,505.00
			TOTAL:	4,780.00
WEIDENHOEFER DESIGN STUDIO	ACTIVITIES GUIDE	GENERAL FUND	COMMUNITY DEVEL ADMIN	71.50
	ACTIVITIES GUIDE	GENERAL FUND	RECREATION ADMINISTRAT	1,797.25
			TOTAL:	1,868.75
WEST COAST ARBORISTS, INC.	TREE MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	300.00
			TOTAL:	300.00
WEST COAST ARTWEAR	JACKETS	GENERAL FUND	STREET MAINTENANCE	636.80
	SHIRTS	GENERAL FUND	PARK MAINTENANCE	201.49
			TOTAL:	838.29
WEST PAYMENT CENTER	SUBSCRIPTION 02/12	GENERAL FUND	INVESTIGATION	102.85
	SUBSCRIPTION 03/12	GENERAL FUND	INVESTIGATION	102.85
			TOTAL:	205.70

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===== FUND TOTALS =====
10 GENERAL FUND 71,552.69
25 BUILDING IMPROVEMENT 1,370.73
26 MEASURE M 460.76
28 LOS ALAMITOS TV 4,388.74
40 PARK DEVELOPMENT 9,259.38
41 RIVERS/MTNS. CONSERVANCY 7,706.89
50 GARAGE FUND 1,886.39
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GRAND TOTAL: 96,625.58
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City of Los Alamitos

Agenda Report Consent Calendar

May 7, 2012
Item No: 8C

To: Mayor Troy D. Edgar and Members of the City Council

Via: Angie Avery, City Manager

From: David L. Hunt, City Engineer
Steven A. Mendoza, Director of Community Development

Subject: Approval of Plans and Specifications and Authorization to Bid for Cerritos Avenue Rehabilitation Project Improvements (CIP No. 11/12-04)

Summary: This report recommends actions to begin facilitating the construction of Cerritos Avenue Rehabilitation Project Improvements.

Recommendations:

1. Approve the plans and specifications for the construction of Cerritos Avenue Rehabilitation Project Improvements (CIP No. 11/12-04); and,
2. Authorize staff to advertise and solicit bid proposals.

Background

Cerritos Avenue is in need of repair and has been included as part of the Fiscal Year 2011/12 Capital Improvement Program (CIP). The City Council approved the CIP on June 20, 2011, under Business Area Street Improvements.

Discussion

Cerritos Avenue Reconstruction

The Cerritos Avenue reconstruction plans and specifications have been completed and the project is ready to go out to bid. The area of Cerritos Avenue to be rehabilitated is located in front of McAuliffe Middle School, from Bloomfield Street to Santa Clara. The project will not start construction until the end of June 2012, waiting for the current school year to end.

The following is an approximate timeline for the completion of Cerritos Avenue Rehabilitation Project:

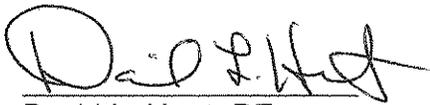
- 5/7/12 Approval of plans & specifications by the City Council
- 5/10/12 Advertise project
- 5/31/12 Bid opening
- 6/18/12 Award of Contract
- 6/25/12 Start of construction
- 7/25/12 End of construction

Fiscal Impact

The Cerritos Avenue Street Reconstruction project was included in the Fiscal Year 2011/12 CIP project budget, and is using Measure M and Traffic Improvement funding. The construction estimate for this project is \$220,000.

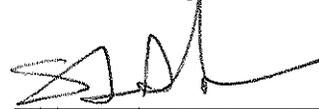
The CIP has budgeted \$260,000 for construction of Business District Street Improvements which include both Cerritos Avenue and Via El Mercado. Via El Mercado was bid as part of the 5-in-1 project that is being considered for award tonight. The budget for Via El Mercado is \$40,000, leaving sufficient funding of \$220,000 for Cerritos Avenue.

Prepared By:



David L. Hunt, PE
City Engineer

Reviewed By:



Steven A. Mendoza
Director of Community Development

Approved By:



Angie Avery
City Manager

Attachment: 1. Plans and Specifications are available for review in the City Clerk's Office

City of Los Alamitos

Agenda Report Consent Calendar

May 7, 2012
Item No: 8D

To: Mayor Troy D. Edgar & Members of the City Council

Via: Angie Avery, City Manager

From: David L. Hunt, City Engineer
Steven A. Mendoza, Director of Community Development

Subject: Award Bid for Various Street Projects (CIP No. 11/12-03)

Summary: This report recommends action to begin facilitating the construction of the Various Street Projects (CIP No. 11/12-03). The projects are as follows: Street & Traffic Signal Improvements at the Humbolt and Cerritos Intersection; Access Ramp Improvements in the Carrier Row Neighborhood; Street Improvements on Calle Lee and Corporate Center Drive; Drainage Improvements on Katella Avenue and Siboney Street; and Street Improvements on Via El Mercado.

Recommendations:

1. Award construction of the Various Street Projects (CIP No. 11/12-03) to Shawnan in the amount of \$431,878.63; and,
2. Authorize the Mayor to execute the contract for the project; and,
3. Authorize staff to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$43,187.86, which is 10% of the original contract amount.

Background

On July, 5, 2011, the City Council approved the plans and specifications for solicitation of bids for Cerritos/Humbolt Intersection Improvements, ADA Ramps in Carrier Row, Street Rehabilitation for Calle Lee and Corporate Center Drive and Catch Basin Improvements at Katella Avenue and Siboney. On November 21, 2011, the City Council approved the plans and specifications for solicitation of bids for Street Rehabilitation for Via El Mercado. The first four projects are part of the City's adopted Fiscal Year 2010/11 CIP program for sidewalk and street improvements within the City and are paid for with Measure M and Traffic Improvement Funds. The last project is part of the Fiscal Year 2011/12 CIP Program Measure M and Traffic Improvement Funds.

Discussion

The following is an approximate timeline for the completion of the project:

- 5/7/12 Award of contract
- 5/14/12 Start of construction
- 8/6/12 End of construction

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the normal locations within the City, advertised in the News-Enterprise, and advertised in the F.W. Dodge publication known as the "Green Sheet". The bids for the construction of the Various Street Projects (CIP No. 11/12-03) were publicly opened on April 6, 2012, at 2:00 pm. From the six (6) total bids received, staff determined the construction bid submitted by Shawnan to be the lowest responsible bid, with the total bid amount of \$431,878.63. The bid results are shown below.

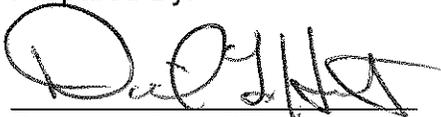
Bidder	Total Base Bid
Shawnan	\$431,878.63
Excel Paving	\$458,762.00
All American Asphalt	\$469,000.00
R. J. Noble	\$474,736.64
Sequel Contractors, Inc.	\$486,335.00
Hardy & Harper	\$538,000.00

Fiscal Impact

There is a total of \$730,000 in funds available for this project, \$420,000 from carryover budgeted funds for the Fiscal Year 2010/11 projects for Residential Street Improvements, and Corporate Center Drive and Calle Lee Reconstruction, and \$310,000 from budgeted funds for the Fiscal Year 2011/12 projects for Business Area Street Improvements.

Shawnan was found to be the lowest responsible bidder, with the total bid amount of \$431,878.63. They are located in Downey, California. The Engineer's estimate for the project was \$420,000.

Prepared By:



David L. Hunt, PE
City Engineer

Reviewed By:



Steven A. Mendoza
Director of Community Development

Approved By:



Angie Avery
City Manager

Attachment: 1. Contract

**SECTION D
VARIOUS STREET PROJECTS
CIP No. 11/12-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

CONTRACT INFORMATION AND DOCUMENTS

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

ARTICLES OF AGREEMENT

VARIOUS STREET PROJECTS CIP No. 11/12-03, AGREEMENT IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS VARIOUS STREET PROJECTS, CIP No. 11/12-03, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 16TH day of April, 2012, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and Shawnan, 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 VARIOUS STREET PROJECTS, CIP NO. 11/12-03, 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 Four Hundred Thirty-one Thousand Eight Hundred Seventy-eight Dollars and Sixty-three Cents (\$431,878.63) 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 \$50.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for

worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

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

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

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

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

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Dave Hunt, City Engineer	CONTRACTOR: <u>Shawn Smith</u>
	Contact
CITY OF LOS ALAMITOS	<u>Shawnan</u>
	Contractor's Business Name
3191 Katella Ave.	<u>12240 Woodruff Ave.</u>
	Mailing Street Address
Los Alamitos, CA 90720	<u>Downey, CA 90241</u>
	City, State, Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

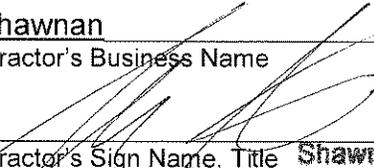
D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition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

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 16th day of April, 2012.

CONTRACTOR:

Shawnan
Contractor's Business Name

 ✓
Contractor's Sign Name, Title **Shawn A Smith, President**

679962 A & B
Contractor's License No.

Subscribed and sworn to this APR 11 2012 day of _____, 2012.

NOTARY PUBLIC SEE ATTACHED (SEAL)

AGENCY:

Troy Edgar, Mayor Date
City of Los Alamitos

ATTESTED:

Angie Avery, City Clerk Date
City of Los Alamitos

APPROVED AS
TO FORM:

 5/1/12
Sandra Levin, City Attorney Date
City of Los Alamitos

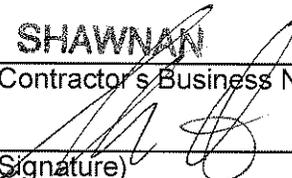
(EXECUTE IN DUPLICATE)

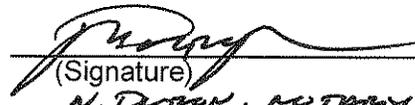
WORKERS' COMPENSATION INSURANCE CERTIFICATE

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: APR 11 2012

SHAWNAN
(Contractor's Business Name)
By  ✓
(Signature)
Shawn A Smith, President
(Title)

Attest:
By:  ✓
(Signature)
N. Dixon, Notary Public
(Title)

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

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

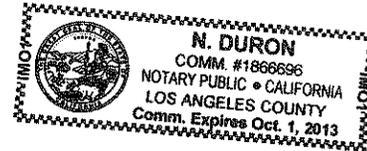
On **APR 11 2012** before me, N. Duron, Notary Public, personally appeared

Shawn A Smith, President

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

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

WITNESS my hand and official seal.



Signature *[Handwritten Signature]* (Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF ATTACHED DOCUMENT	CAPACITY CLAIMED BY SIGNER
<hr/> <p>(Title or description of attached document)</p> <hr/>	<input type="checkbox"/> Individual (s)
<hr/> <p>(Title or description of attached document continued)</p> <hr/>	<input type="checkbox"/> Corporate Officer
NUMBER OF PAGES ____ DOCUMENT DATE ____	<hr/> <p>(Title)</p>
<hr/> <p>(Additional Information)</p>	<input type="checkbox"/> Partner (s)
	<input type="checkbox"/> Attorney-in-fact
	<input type="checkbox"/> Trustee (s)
	<input type="checkbox"/> Other _____

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

Angela Pabbitt

Authorized Insurance Agent

Date: April 11, 2012

Bond No. 8229-12-80
Premium Included

**PAYMENT BOND
VARIOUS STREET PROJECTS
CIP No. 11/12-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;
AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of Four Hundred Thirty-one Thousand Eight Hundred Seventy-eight Dollars and Sixty-three Cents (\$431,878.63) 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.

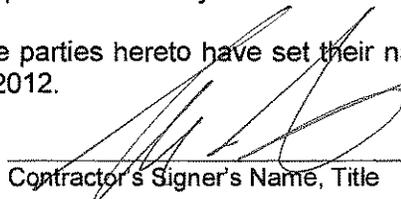
THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, 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 April 12, 2012.

Contractor*


Contractor's Signer's Name, Title Shawn A. Smith, President

Sialic Contractors Corporation dba Shawnan
Contractor's Business Name

12240 Woodruff Avenue
Mailing Street Address

Downey, CA 90241
City, State, Zip Code

(562) 803-9977
Telephone #

Surety*

Federal Insurance Company
15 Mountain View Road, Warren, NJ 07059 (908) 903-2000
Douglas A. Rapp
Douglas A. Rapp, Attorney in Fact

*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 _____, 2012.

NOTARY PUBLIC

(SEAL)

(EXECUTE IN DUPLICATE)

ACKNOWLEDGMENT

State of California
County of Orange

On 04/12/2012 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

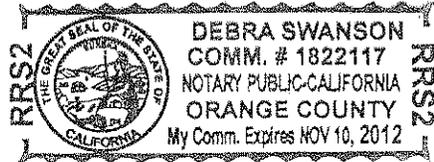
personally appeared Douglas A. Rapp
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~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

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

WITNESS my hand and official seal.

Signature Debra Swanson

(Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

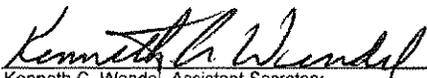
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

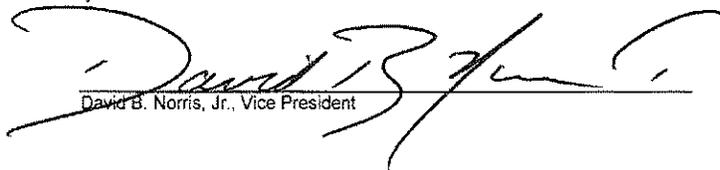
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Douglas A. Rapp and Timothy D. Rapp** of Aliso Viejo, California-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011**.



Kenneth C. Wendel, Assistant Secretary



David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**



Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

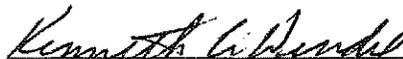
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 12th day of April, 2012.





Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

APR 12 2012

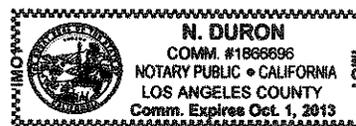
On _____ before me, N. Duron, Notary Public, personally appeared

Shawn A Smith, President

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

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

WITNESS my hand and official seal.



Signature  (Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF ATTACHED DOCUMENT	CAPACITY CLAIMED BY SIGNER
_____ (Title or description of attached document)	<input type="checkbox"/> Individual (s)
_____ (Title or description of attached document continued)	<input type="checkbox"/> Corporate Officer
NUMBER OF PAGES ____ DOCUMENT DATE ____	_____ (Title)
_____ (Additional Information)	<input type="checkbox"/> Partner (s)
	<input type="checkbox"/> Attorney-in-fact
	<input type="checkbox"/> Trustee (s)
	<input type="checkbox"/> Other _____

Bond No. 8229-12-80
Premium: \$2,375.00

**FAITHFUL PERFORMANCE BOND
VARIOUS STREET PROJECTS
CIP No. 11/12-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Sialic Contractors Corporation dba Shawnan

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 Four Hundred Thirty-one Thousand Eight Hundred Seventy-eight Dollars and Sixty-three Cents (\$431,878.63); 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. ***Federal Insurance Company

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: **CITY VARIOUS STREET PROJECTS, CIP NO. 11/12-03 CONTRACT** which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

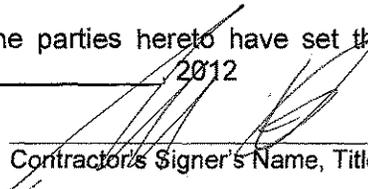
NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality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

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations or 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 12 day of April, 2012

Contractor*


Contractor's Signer's Name, Title **Shawn A. Smith, President**

Sialic Contractors Corporation dba Shawnan

Contractor's Business Name

12240 Woodruff Avenue

Mailing Street Address

Downey, CA 90241

City, State, Zip Code

(562) 803-9977

Telephone #

APPROVED FOR USE IN 2011
97240.3

Surety*

Federal Insurance Company
15 Mountain View Road, Warren, NJ 07059 (908) 903-2000
Douglas A. Rapp
Douglas A. Rapp, Attorney in Fact

*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 _____, 2012

NOTARY PUBLIC

(SEAL)

(EXECUTE IN DUPLICATE)

ACKNOWLEDGMENT

State of California
County of Orange)

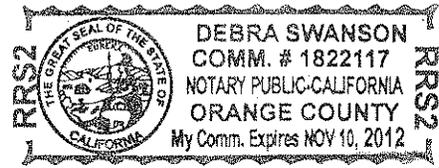
On 04/12/2012 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, California**-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011**.

Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**

Katherine J. Adelaar

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**

(the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 12th day of April, 2012.



Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: surety@chubb.com

Bond No. 8229-12-80

**MAINTENANCE BOND
VARIOUS STREET PROJECTS
CIP No. 11/12-03**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

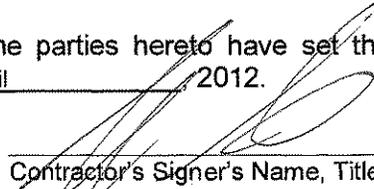
AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, ^{Federal Insurance Company} are held firmly bound unto AGENCY in the sum of Four Hundred Thirty-one Thousand Eight Hundred Seventy-eight Dollars and Sixty-three Cents (\$431,878.63), 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 12 day of April, 2012.

Contractor*

 ✓
Contractor's Signer's Name, Title Shawn A. Smith, President

Sialic Contractors Corporation dba Shawnan
Contractor's Business Name

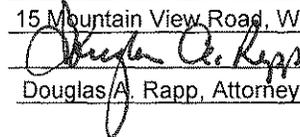
12240 Woodruff Avenue
Mailing Street Address

Downey, CA 90241
City, State, Zip Code

(562) 803-9977
Telephone #

Surety*

Federal Insurance Company
15 Mountain View Road, Warren, NJ 07059 (908) 903-2000


Douglas A. Rapp, Attorney in Fact

*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....., 2012.

APPROVED FOR USE IN 2011
97240.3

ACKNOWLEDGMENT

State of California
County of Orange)

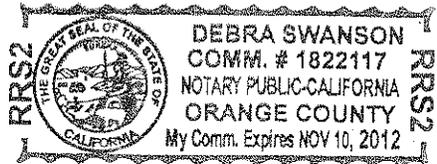
On 04/12/2012 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

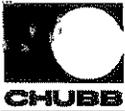
personally appeared Douglas A. Rapp
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
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WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

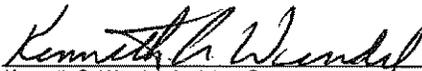
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

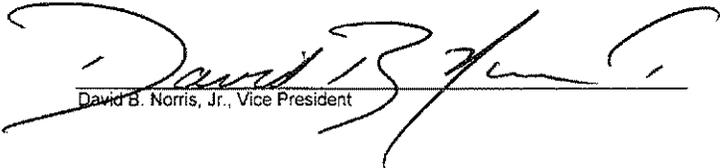
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Kenneth C. Wendel, Assistant Secretary



David B. Norris, Jr., Vice President

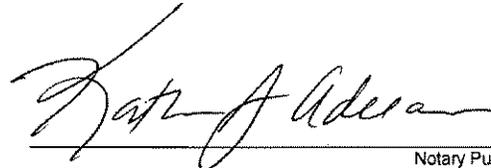
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County of Somerset ss.

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Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
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Kenneth C. Wendel, Assistant Secretary

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

APR 12 2012

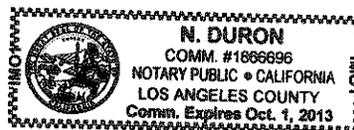
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Shawn A Smith, President

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

WITNESS my hand and official seal.



Signature *[Handwritten Signature]* (Seal)

ADDITIONAL OPTIONAL INFORMATION

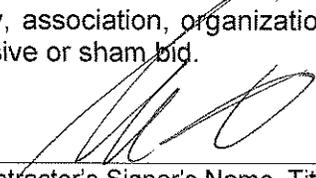
DESCRIPTION OF ATTACHED DOCUMENT	CAPACITY CLAIMED BY SIGNER
<hr/> <p style="text-align: center;">(Title or description of attached document)</p> <hr/> <p style="text-align: center;">(Title or description of attached document continued)</p>	<input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer <hr style="width: 50%; margin: 5px auto;"/> <p style="text-align: center;">(Title)</p>
<p>NUMBER OF PAGES ___ DOCUMENT DATE ___</p> <hr/> <p style="text-align: center;">(Additional Information)</p>	<input type="checkbox"/> Partner (s) <input type="checkbox"/> Attorney-in-fact <input type="checkbox"/> Trustee (s) <input type="checkbox"/> Other _____

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Los Angeles)

Shawn A. Smith, being first duly sworn, deposes and says that he or she is President (title) of SHAWNAN (contractor's business name), the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor*

 Contractor's Signer's Name, Title **Shawn A Smith, President** ✓

SHAWNAN

Contractor's Business Name
12240 Woodruff Ave.

Downey, CA 90241

Mailing Street Address

City, State, Zip Code

(562) 803-9977

Telephone #

Place of Residence Downey, Calif.

Subscribed and sworn to before me this SEE ATTACHED day of SEE ATTACHED, 2012.

Notary Public in and for the County
of
State of California.

My Commission Expires SEE ATTACHED, 2012.

**STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS
VARIOUS STREET PROJECTS
CIP No. 11/12-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]**

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

Business & Professions Code § 7028.15:

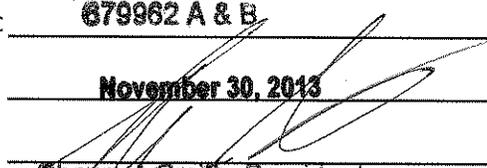
- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:**
- (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13,

inclusive. Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

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

Contractors License Number: 679962 A & B
License Expiration Date: November 30, 2013
Authorized Signature:  ✓
Date: APR 11 2012

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER:

CBL0756698

COMMERCIAL
GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Los Alamitos, its elected and appointed officials, officers, agents, consultants, and employees and Agency and its officers, agents and employees	Re: Shawnan Job #242, Various Street Projects / CIP #11/12-03, City of Los Alamitos, CA.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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DESCRIPTIONS (Continued from Page 1)

General Liability and Excess Liability policies are primary and non-contributory per the attached endorsement(s). Automobile Liability policy is primary and non-contributory. Waivers of Subrogation apply to General Liability, Automobile Liability and Workers Compensation policies in favor of The City of Los Alamitos and Agency and its officers, agents and employees per the attached endorsement(s).

POLICY NUMBER:

CBL0756698

COMMERCIAL
GENERAL LIABILITY

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Los Alamitos, its elected and appointed officials, officers, agents, consultants, and employees and Agency and its officers, agents and employees	Re: Shawnan Job #242, Various Street Projects / CIP #11/12-03, City of Los Alamitos, CA.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 06-01-11 at 12:01 A.M. standard time, forms a part of

Policy No.: CBL0756698

Issued To: Sialic Contractors Corporation dba Shawnan

By: UNITED NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR AUTOMATIC STATUS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If required under a written "insured contract" with you, the following is added to Subparagraph a. **Primary Insurance** of Paragraph 4. **Other Insurance** of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notwithstanding the foregoing, the insurance afforded to any person or organization, who has been added to this policy as an automatic status additional insured is *primary and non-contributing insurance*, but only as respects "bodily injury" or "property damage" arising out of "your work" performed after the effective date of this policy under a written contract between you and such person or organization that requires you to maintain primary and non-contributing insurance and to include such person or organization as an additional insured under such insurance.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 06-01-11 at 12:01 A.M. standard time, forms a part of

Policy No.: CBL0756698

Issued To: Sialic Contractors Corporation, dba: Shawnan

By: UNITED NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - PERSON OR ORGANIZATION
UNDER AN INSURED CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV - Conditions:

We waive any right of recovery we may have against any person or organization if required under a written "insured contract", because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written "insured contract" with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization named in the written "insured contract".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule.
2. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem	Return Prem.
BPA926569901	06/01/11	06/01/12	06/01/10		N/A	N/A

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Sialic Contractors Corporation dba:Shawnan
Address (including ZIP code): 12240 Woodruff Avenue, Downey, CA 90241

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Truckers Coverage Form**
- Garage Coverage Form**
- Motor Carrier Coverage Form**

SCHEDULE

Name of Person or Organization: The City of Los Alamitos and Agency and its officers, agents and employees

Re: Shawnan Job #242, Various Street Projects / CIP #11/12-03, City of Los Alamitos, CA.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: _____ Date: _____
Authorized Representative

POLICY NUMBER: SBE0332731

EXCESS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Los Alamitos, its elected and appointed officials, officers, agents, consultants, and employees and Agency and its officers, agents and employees	Re: Shawnan Job #242, Various Street Projects / CIP #11/12-03, City of Los Alamitos, CA.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

PRIAMRY CLAUSE ENDORSEMENT:

It is further agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, but only as respects to any claim, loss or liability arising out the operations of the Named Insured and any other insurance maintained by said Additional Insured shall be non-contributing.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 06-01-11 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC926569801 Endorsement No. N/A

of the Zurich American Insurance Co.
(NAME OF INSURANCE COMPANY)

issued to Sialic Contractors Corporation dba: Shawnan

Premium (if any) \$ N/A

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization: The City of Los Alamitos and Agency and its officers, agents and employees

Job Description: Re: Shawnan Job #242, Various Street Projects / CIP #11/12-03, City of Los Alamitos, CA.

SECTION E
VARIOUS STREET PROJECTS
CIP No. 11/12-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

E-STANDARD SPECIFICATION

**STANDARD SPECIFICATIONS
VARIOUS STREET PROJECTS
CIP No. 11/12-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2006 Edition of the "Green Book," Standard Specifications for Public Works Construction ("SSPWC"), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the "Standard Specifications" for the Agency. These Standard Specifications will be numbered as Sections 0 through 600 per the SSPWC.

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC. The Special Provisions stated below will be numbered as Sections 700 through 799. Subsections of architectural work may be numbered according to the Construction Specifications Institute ("CSI") format.

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which Los Alamitos City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-7 “Time of Completion”.

1-3.2 COMMON USAGE

Add the following:

ARAM Asphalt Rubber Aggregate Membrane

ARHM Asphalt Rubber Hot Mix

1-3.3 INSTITUTIONS

Add the following:

ACI American Concrete Institute

AGCA Associated General Contractors of America

APWA American Public Works Association

ASME American Society of Mechanical Engineers

CRSI Concrete Reinforcing Steel Institute

CSI Construction Specifications Institute

IEEE Institute of Electric and Electronic Engineers

NFPA National Fire Protection Association

SSS State of California Standard Specifications, latest edition, Department of Transportation

- SSP State of California Standard Plans, latest edition, Department of Transportation.
- SSPWC Standard Specifications for Public Works Construction, as specified in Subsection 0-1
- NEMA National Electrical Manufacturers Association

2-1 AWARD AND EXECUTION OF THE CONTRACT

Add the following:

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event, the Agency may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the Agency's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the concerned Bidder.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement (in duplicate)
- Faithful Performance Bond (in duplicate)
- Maintenance Bond (in duplicate)
- Payment Bond (in duplicate)
- Public Liability and Property Damage Insurance Certificate (two original)
- Additionally Insured Endorsement
- Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-3 SUBCONTRACTS

2-3.1 GENERAL

Delete the third paragraph and replace with the following:

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Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

Delete the fourth paragraph and replace with the following:

The Contractor must obtain written consent of the City Council to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

Delete the fifth paragraph and replace with the following:

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

Add the following:

If subcontracted work is not being performed in a satisfactory manner, the City will notify the Contractor of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the Contractor's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

2-3.2 STATUS OF SUBCONTRACTORS

Delete the paragraph and replace with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

2-4 CONTRACT BONDS

Add the following:

The PAYMENT BOND shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney.

2-5 PLANS AND SPECIFICATIONS

2-5.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents". Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

2-6 WORK TO BE DONE

Add the following:

Any plan or method of work suggested by the Agency or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2-8 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-9 SURVEY

Delete Section 2-9.3. Add the following:

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

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

2-11 INSPECTION

Add the following:

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

4-1 MATERIALS AND WORKMANSHIP

4-1.1 GENERAL

Add the following:

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

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

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

4-1.4 TEST OF MATERIALS

Delete the third, fourth, and fifth sentences of the first paragraph and replace with the following:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The Contractor shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

4-1.6 TRADE NAMES OR EQUALS

Delete the fourth sentence of the second paragraph and replace with the following:

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

Add the following:

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

5-1 LOCATION

Add the following Subsections:

5-1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

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

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

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

No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number.

5-1.2 ACCURACY OF UTILITIES INFORMATION

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

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

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

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

5-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 5-2: "if located as noted in 5-1".

5-4 RELOCATION

Delete the second sentence of the fourth paragraph and replace with the following:

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction.

5-5 DELAYS

Delete the last paragraph of this section.

6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK

Add the following:

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

6-2 PROSECUTION OF WORK

Delete the last sentence of first paragraph and replace it with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

Add the following:

The Contractor shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-6 DELAYS AND EXTENSION OF TIME

6-6.1 GENERAL

Add the following Subsections:

6-6.1.1 Notice of Delays

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

6-6.1.2 Avoidable Delays

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

6-6.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-6.2 EXTENSIONS OF TIME

Add the following Subsection:

6-6.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-6.4 WRITTEN NOTICE AND REPORT

Delete the title and text of Section 6-6.4 and replace it with the following:

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-7 TIME OF COMPLETION

6-7.2 WORKING DAY

Add the following:

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

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

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided

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herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of \$1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-8 COMPLETION AND ACCEPTANCE

The following subsection is added to Subsection 6-8 of the SSPWC.

6-8.1 General Guaranty

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

6-9 LIQUIDATED DAMAGES

Delete the title and text of Section 6-9 and replace with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 5-5.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 5-5. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

6-11 GUARANTEE

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 6-8 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled

under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

6-12 DISPUTES AND CLAIMS

6-12.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-12 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-12.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

-12.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract, except for claims that have been released by execution of the "Release on Contract" as provided in Subsection 9-4, shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

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

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

6-13 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 3-4 "Changed Conditions" and Subsection 6-7.3 "Contract Time Accounting" respectively.

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

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

7-1 CONTRACTORS EQUIPMENT AND FACILITIES

Add the following:

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

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

7-2 LABOR

7-2.2 LAWS

Delete the last sentence of the second paragraph and replace with the following:

Failure to file any report due under said orders will result in suspension of periodic progress payments.

Add the following:

The Contractor shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every Contractor and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

Add the following Subsection:

7-2.2.1 Overtime and Shift Work

The Contractor may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 4:00 p.m. and 7:30 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 4:00 p.m. and 7:30 a.m.. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The Agency shall deduct all such charges from payments due the Contractor.

7-3 LIABILITY INSURANCE

Section 7-3 is replaced in its entirety as follows:

7-3.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this

Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

7-3.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

7-3.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

7-3.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

7-3.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

7-3.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

7-3.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

7-3.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

7-3.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

7.3.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

7-4 WORKERS' COMPENSATION INSURANCE

Section 7-4 shall be replaced in its entirety as follows:

7-4.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

7-4.2 CONTRACTOR and AGENCY further agree as follows:

7-4.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

7-4.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are

intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

7-4.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

7-4.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

7-4.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

7-4.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

7-4.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

7-4.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

7-4.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

7-4.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

7-4.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

7-4.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

7-4.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

7-4.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

7-5 PERMITS

Delete the first paragraph and replace with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

7-7 COOPERATION AND COLLATERAL WORK

Add the following:

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

7-8 PROJECT SITE MAINTENANCE

7-8.1 CLEANUP AND DUST CONTROL

Add the following Subsection:

7-8.1.2 Work Area Appearance

The Contractor shall maintain a neat appearance to the Work.

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

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

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

7-8.6 Water Pollution Control

Add the following to Subsection 7-8.6:

7-8.6.1 General

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

7-8.6.2 SWPPP Preparation

Contractor shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the *California Storm Water Best Management Practices Handbook* dated January 2007, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/>. The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

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

7-8.6.3 STORM WATER POLLUTION PREVENTION MEASURES

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

7-8.6.4 STORM WATER POLLUTION PREVENTION - MEASUREMENT AND PAYMENT

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Delete the second paragraph and replace with the following:

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

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

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

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

Delete the last paragraph and replace with the following:

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

7-10 PUBLIC CONVENIENCE AND SAFETY

Add the following:

At the pre-construction meeting, the Contractor shall submit his/her complete construction schedule to the Engineer for approval. The Contractor shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

7-10.1 TRAFFIC AND ACCESS

Add the following:

The Contractor will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review at the pre-construction meeting.

All traffic control on the project shall be implemented by a sub-contractor who specializes in Traffic Control and is approved by the City Engineer.

Add the following Subsection:

7-10.1.2 Parking Restrictions and Posting for Tow Away

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

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

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

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

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

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

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

7-10.3 STREET CLOSURE, DETOURS, BARRICADES

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Add the following:

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

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

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

9-3 PAYMENT

9-3.2 PARTIAL AND FINAL PAYMENT

Delete the last paragraph of this subsection and replace with the following:

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full ten (10) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

Add the following subsection:

9-3.3 DELIVERED MATERIALS

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

**SECTION F
VARIOUS STREET PROJECTS
CIP No. 11/12-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SPECIAL PROVISIONS - 700 SERIES

**SPECIAL PROVISIONS
VARIOUS STREET PROJECTS
CIP No. 11/12-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**STREET & TRAFFIC SIGNAL IMPROVEMENTS – HUMBOLT & CERRITOS
INTERSECTION
ACCESS RAMP IMPROVEMENTS – CARRIER ROW SUBDIVISION
STREET IMPROVEMENTS – CALLE LEE AND CORPORATE CENTER DRIVE
DRAINAGE IMPROVEMENTS – KATELLA AVENUE & SIBONEY STREET
STREET IMPROVEMENTS – VIA EL MERCADO
REVISIONS AND/OR SUPPLEMENTS TO THE STANDARD SPECIFICATION**

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.

1-2 DEFINITIONS.

CITY/City	- City of Los Alamitos
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Orange
Engineer	- City Engineer
Federal	- United States of America
State	- State of California

1-4 UNITS OF MEASUREMENT

The U.S. Standard Measures are the principal measurement system for the contract documents.

SECTION 2 - SCOPE AND CONTROL OF THE WORK.

2-1 AWARD AND EXECUTION OF CONTRACT.

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following documents to the CITY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- All Insurance Requirements set forth herein

FAILURE TO COMPLY WITH ALL OF THE ABOVE WILL RESULT IN ANNULMENT OF THE AWARD AND FORFEITURE OF THE PROPOSAL GUARANTEE AT THE SOLE DISCRETION OF CITY.

The Contract Agreement shall not be considered binding upon the CITY until executed by the authorized CITY officials. A corporation to which an award is made may be required, before the Contract Agreement is executed by the CITY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 CONTRACT BONDS.

Both the Faithful Performance Bond and the Material and Labor Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Material and Labor Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will be held for one year after said date.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General.

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

2-8 RIGHT-OF-WAY.

The CITY will acquire all rights of way, easements and rights of entry as required for this project. The Contractor shall verify that the acquisition(s) is completed prior to beginning any work outside of the public right of way. All cost for re-mobilization, downtime, etc. due to delays in obtaining the required rights of way, easements and rights of entry shall be included in the lump sum price for Clearing and Grubbing and no additional compensation will be allowed. In the event the required easements have not yet been acquired by the City, the Contractor shall conduct his operation so as to confine his work to the limits of the existing right-of-way.

2-9 SURVEYING.

2-9.3 Survey Services.

The Contractor will be responsible to provide all surveying services, including reestablishment of survey monuments destroyed during the course of construction, as required for the completion of this project. The cost of surveying and/or construction staking for any reason will be the responsibility of the Contractor and shall be considered to be included in the cost of the item for which said survey is required.

The Contractor shall be responsible for the finished work's conforming to the lines, grades and benchmarks. The contractor shall establish supplementary benchmarks, elevations, lines and grades and any other necessary controls which are necessary to complete the work. Compensation for above work by the Contractor shall be included within the various items of work and no additional compensation will be allowed.

SECTION 3 - CHANGES IN WORK

3-3 EXTRA WORK.

3-3.2 Payment.

3-3.2.3 Markup.

(a) **Work by Contractor.** The following percentages shall be the maximum added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor	20
2) Materials	15
3) Equipment Rental	15
4) Other Items and Expenditures	15

To the sum of the Costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

4-1.3 Inspection Requirements.

4-1.3.1 General.

The CITY will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet specifications.

SECTION 5 - UTILITIES

5-1 LOCATION.

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

The existence and locations of utilities are not shown on the drawings. The exact locations have not been determined by potholing unless so indicated on the drawings. The Contractor shall determine the exact location of all existing utilities prior to commencing work. He agrees to be fully responsible for any and all damages which may be caused by his failure to exactly locate and preserve any and all underground utilities, whether shown on the plans or not. In the event the Contractor encounters underground utilities not shown on the plans, he shall verify the exact location of the utility and immediately notify the Engineer, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the Contractor shall immediately notify the Engineer as to the extent, if any, of delays or additional costs resulting from said conflict. The Contractor shall perform work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The schedule shall establish the order of work which minimizes disruption of existing travel lanes.

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

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION.

6-7.1 General.

The time for completion shall be as set forth on page GS-1 the General Specifications.

6-7.2 Working Day.

The Contractor's activities shall be confined to the hours between 7:00 AM and 4:00 PM, Monday through Friday, excluding holidays. Work shall be prohibited any time on Saturday, Sunday or Federal Holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

Construction activities during CITY Special Events may be restricted by CITY to exclude all or part of the work on primary arterial or access roads to the Special Events as determined by Engineer. The Contractor shall be responsible to ascertain the exact times of any such events within his proposed construction schedule which may restrict his operation and shall adjust his schedule accordingly. The construction restrictions shall only be for the actual days the events occur. All costs for maintaining traffic control, protection of work site and re-mobilization shall be deemed as included in the lump sum contract shown on the bid sheet and no additional compensation will be allowed.

6-9 LIQUIDATED DAMAGES.

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be sustained by the City. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the CITY \$500.00. In addition, the City shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this contract. The Contractor and his sureties shall be liable for any excess cost.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR.

7-2.2 Laws.

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all CITY, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and

fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 INDEMNIFICATION.

The Contractor hereby agrees to and shall indemnify and hold harmless the City, its elected and appointed boards, commissions, officers, employees, and agents (collectively, Indemnitees) from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or willful misconduct of the Contractor, its officers, employees, agents, Companies and/or Subcontractors in performing services under this Agreement; (2) the failure of the Contractor, its officers, employees, agents, Companies and/or Subcontractors to comply in all respects with the provisions of this Agreement, applicable laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3) the acts of the Contractor, its officers, employees, agents, Companies and/or Subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the Indemnitees negligence, but shall not extend to matters resulting from the Indemnitees sole or active negligence, willful misconduct or breach of this Agreement. The Contractor further agrees to and shall, upon demand of the City, at the Contractor's sole cost and expense, defend (with attorneys acceptable to the City) the Indemnities against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from and of the aforementioned events.

The Contractor's duty to indemnify and defend from the aforementioned events arising during the term of this Agreement, and as it may be extended shall survive the expiration or earlier termination of this Agreement.

7-4 INSURANCE REQUIREMENTS.

Insurance Requirements Summary

Contractor shall purchase and maintain, for the duration of the Contract, insurance against claims for injuries to persons, or damages to property which may arise from or in connection with the performance of the work hereunder, and the results of that work by Contractor, its agents, representatives, employees, or subcontractors, in amounts equal to the requirements set forth below. Contractor shall not commence work under this Contract until all insurance required under this Section is obtained in a form acceptable to City, nor shall Contractor allow any Subcontractor to commence work on a subcontract until all insurance required of the Subcontractor has been obtained.

Scope of insurance

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Coverage shall be as broad as:

1. Insurance Services Office Commercial General Liability
2. Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor
3. Automobile Liability, Code 1 (any auto)
4. Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance

Limits of Insurance

1. General Liability \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.

Coverage shall include each of the following:

- (i) Premises-Operations.
 - (ii) Products and Completed Operations, with limits of at least \$1,000,000 per occurrence/aggregate.
 - (iii) Broad Form Property Damage, expressly including damage arising out of explosion, collapse, or underground damage.
 - (iv) Contractual Liability, expressly including the indemnity provisions assumed under this Contract.
 - (v) Separation of Insured Clause, providing that coverage applies separately to each insured, except with respect to the limits of liability.
 - (vi) Personal Injury with Employee Exclusion Removed.
 - (vii) Independent Contractor's Liability.
2. Automobile Liability \$1,000,000.00 Combined single limit per accident for bodily injury and property damage.
 3. Umbrella Excess

Liability The minimum limits of general liability and automobile liability insurance required, as set forth above, shall be provided for either a single policy of primary insurance, or a combination of policies of primary and umbrella excess coverage. Excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automobile liability.

4. Worker's \$1,000,000.00 per accident for bodily injury or disease. Such
 Compensation/
 Employer's Liability Worker's Compensation Insurance shall be endorsed to provide
 for a waiver of subrogation against City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected and appointed officials, commissions, officers, agents, consultants, and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

1. Each such policy of General Liability Insurance and Automobile Liability Insurance shall contain, or be endorsed to contain, the following provisions:
 - (i) The City of Los Alamitos, its elected and appointed officials, officers, agents, consultants, and employees, are hereby declared to be additional insureds under the terms of this policy with respect to the operations of Contractor at or from any of the sites of City in connection with this Contract, or acts and omissions of the additional insureds in connection with its general supervision or inspection of said operations related to this Contract. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected and appointed officials, officers, agents, consultants and employees.
 - (ii) Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the City of Rancho Santa Margartia shall be excess only and not contributing with insurance provided under this policy.
2. Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
3. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).

4. Contractor's insurance shall apply separately to each insured against whose claim is made or suit is made or suit is brought, except to the limits of the insurer's liability.
5. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its elected and appointed officials, officers, agents, consultants and employees.
6. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
7. In the event any policy of insurance required under this Agreement does not comply with these requirements or is cancelled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor.
8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.
9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

Course of construction policies shall contain the following provisions:

- (i) Named Insured by evidence of certification. Certification must include all parties involved, limits and deductibles.
- (ii) The Insurer shall waive all rights of subrogation against City.

Acceptability of Insurers

Insurers must have an "A-" or better, Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days' written notice. Further, City will require Contractor to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to Contractor by City or its agent.

Verification of Coverage

Contractor shall furnish City with original certificates and amendatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by City **(before work**

commences). City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications, at any time.

Subcontractors

Contractor shall be responsible to establish insurance requirements for any Subcontractors hired by Contractor, subject to all of the requirements stated herein. Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor.

Required ACORD Form Certificate of Liability Form 25-S (7/97)

Notice of Policy Termination Cancellation Section of ACORD Form 25-S (7/97).
Words “**endeavor to**” deleted from standard wording.

Required Insurance Services Office, Inc. Endorsements (listed in order of preference).

In the event any of the following forms are cancelled by Insurance Services Office, Inc. (ISO), or are updated, the ISO replacement form or equivalent must be supplied.

Commercial General Liability Form CG0001 10 01

Owners and Contractors Protective Form CG0009 11 88; or
Liability Coverage – Coverage for CG0009 01 96
Operations and Designated
Contractor

Additional Insured Including Form CG2010 11 85; or Form CG2010 10 93 and
Products-Completed Operations Form CG2037 10 01

Waiver of Transfer of Rights of Form CG2404 11 85; or
Recovery Against Others to Us / Form CG2404 10 93
Waiver of Subrogation

7-4.1 Contractor's Liability.

The CITY, its elected and appointed officers, officials, agents, consultants and employees, shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or any one employed by him; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions at any time before its completion and final acceptance, and shall indemnify and save harmless the CITY, its elected and appointed officers, officials, agents, consultants and employees from all suits or actions of every name and description, brought for, or on account of, any injuries or damages received or sustained by any person or persons, by

the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the City Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the City Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the City Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

From time to time, during the period of this contract, the City may be served with claims, as a result of conduct by Contractor, which claims are for property damage or other damage in amounts of \$250.00 or less. These claims may be resolved informally by City, within City's discretion, and charged back against Contractor by funds held in retention to meet these claims. The City will appoint a Claims Administrator who will act on behalf of the City and Contractor. The Administrator will recommend to City the resolution of any claim. The Claims Administrator's recommendation for payment shall be paid by Contractor within 30 days of the date of the recommendation. If Contractor fails to make payment to claimant within 30 days of the Administrator's decision, the City may make payment to the claimant and withhold, as retention, sufficient funds to reimburse City upon completion of the contract. Prior to making his recommendation, the Administrator will obtain from Contractor all evidence relevant to the claim. Contractor will have ten days from the date requested by the Administrator to submit any evidence in the defense of the claim. Failure to do so waives any objection by Contractor to payment of the claim if, after an independent investigation, it is the opinion of the Administrator to make payment of that claim.

7-5 PERMITS.

Prior to the start of any work, the Contractor shall take out the applicable CITY permits and make arrangements for CITY inspections. Requests for inspections shall be made to the CITY 48 hours in advance of need. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The CITY will waive the usual Public Works permit fees.

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the CITY, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the City Engineer in the event of a delay in scheduling caused solely by this

concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Cleanup and Dust Control.

The Contractor shall keep adjacent properties clean and free rubbish and debris in a timely manner as necessary and as directed by the Engineer. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access.

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 notify in writing all affected property owners of the proposed construction schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Contractor.

7-10.2 Storage of Equipment and Materials in Public Streets.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Contractor shall submit to CITY written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by CITY. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to CITY. The Notice of Completion will not be issued until said release is submitted.

7-10.3 Street Closures, Detours, Barricades.

It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for CITY approval. Detours shall be in accordance with Caltrans standards. The Contractor

shall submit detailed drawings of any proposed detour(s) to the City Engineer for approval prior to the commencement of work. All traffic control devices, flaggers, labor and materials shall be included. The Contractor shall provide, at his expense, advanced warning signs advising the public of the impending major construction project and his proposed schedule. Said signs shall be posted at all major approaches to the construction zones a minimum of two weeks prior to the start of construction.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each work day.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways.

Special emphasis shall be placed on use of "CONSTRUCTION ZONE AHEAD" (C18R) signs at the beginning, end and any access and/or intersection streets with roads under construction.

Portable delineators shall be placed as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 50 feet on tangents or 25 feet on curves except when used for lane closure.

When closure of half the roadway requires one way traffic, the Contractor shall provide two (2) flaggers, equipped with working two (2) way radios, one (1) at each end of the work area, with signing and delineation as per W.A.T.C.H. manual.

When used for lane closures, the fluorescent traffic cones or portable delineators shall be placed at intervals not to exceed the following:

Tapers	25 Feet
Edge of Closed Lane	
Tangents	100 Feet
Curves.....	50 Feet

If the traffic cones or portable delineators are damaged, displaced or not in an upright position, from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

The Contractor shall also be required to post "Temporary No Parking" signs 48 hours prior to start of work. The notification to property owners mentioned in Section 7-10.1 and "Temporary No Parking" signs will be furnished by the Contractor.

Contractor shall notify the following entities, in writing, at least forty-eight (48) hours in advance of any street closure or restriction to access.

1. Orange County Fire Authority
2. Police Department
3. Los Alamitos School District
4. Trash Collectors
5. Street Sweeper (City of Los Alamitos)

Full compensation for conforming to this article shall be considered as included in the lump sum price bid for clearing and grubbing and no additional compensation will be allowed therefor.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plans and the Engineer. Signs which need not be maintained during construction or permanently relocated, shall be salvaged to the CITY.

7-10.4 Public Safety.

7-10.4.1 Safety Orders.

The Contractor shall comply with the provisions of any CITY ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descent.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load

which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the project.

In accordance with Section 7104 of the Public Contract Code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- I. That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - B. Subsurface or latent physical conditions at the site differing from those indicated.
 - C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- II. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- III. That, in the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The 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.

7-15 PAYROLL RECORDS.

Payroll records shall be submitted to the CITY by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.2 Partial and Final Payment.

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-constructed conditions.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code Section 22300, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the contract.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, and deposited with a State or Federally chartered bank as the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. Said securities shall be held by the escrow agent until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

The full ten percent (10%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

9-3.3 Delivered Materials.

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

9-3.4 Mobilization.

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site. Mobilization is deemed to include all aspects of mobilization and de-mobilization work occurring during the life of the project for any reason.

The compensation paid for mobilization shall be included in the contract lump sum price and shall be full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein.

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.2 Materials

201-1.2.4 Chemical Admixtures.

(a) The use of calcium chloride will not be allowed.

201-1.2.5 Fly Ash

(a) The use of fly ash will not be allowed.

SECTION 203 - BITUMINOUS MATERIALS

203-1 PAVING ASPHALT

Paving asphalt shall be PG 64-10 and as specified in Section 39-1.02C Asphalt Binder of the CALTRANS Standard Specifications.

203-6 ASPHALT CONCRETE

Asphalt concrete shall be Type A and be produced at a central mixing plant. The aggregate shall conform to the 1/2 inch aggregate gradation as specified in Section 39-1.02E, "Aggregate", of the CALTRANS Standard Specifications.

Asphalt Binder to be mixed with the aggregate shall conform to the provisions of Section 92, "Asphalts", of the Standard Specifications and shall be paving asphalt as specified in Section 203-1 of these Special Provisions, unless otherwise directed by the Engineer.

203-8 ASPHALT PAINT

Shall conform to ASTM D 41 or D 43 and be furnished and applied to concrete surfaces as required and shown on the Plans.

SECTION 210 - PAINT AND PROTECTIVE COATINGS

210-1 PAINT

210-1.6 Paint for Traffic Striping, Pavement Marking and Curb Marking

Paint for traffic striping and marking shall be thermoplastic.

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

All existing pavement surfaces shall be swept free of all debris and loose debris using power sweepers and shall be free of all deleterious material. The Contractor shall remove all existing weeds and plant materials in all the street sections that will receive new pavement overlay. Removal of weeds and plant materials shall be done without using chemical weed killers in a manner that is acceptable to the Engineer.

Miscellaneous

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item.

- (1) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.
- (2) Provide for traffic control and all signs, barricades, flashers and temporary striping necessary to maintain proper control, in accordance with "WATCH" including maintaining all travel lanes as required.
- (3) Protection of utilities, trees, fences, walls and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (4) Mobilization and de-mobilization.
- (5) Clearing and removal of debris from site of work.
- (6) Removal of structures, as directed by Engineer to be removed or abandoned.
- (7) Delay in work necessary to accommodate utility relocations by others.
- (8) Root pruning of trees, as required.
- (9) Pre- and post-construction corner record survey
- (10) Other items of work as directed in these specifications.

Measurement and Payment

Clearing and Grubbing will not be measured separately. 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 and no additional compensation will be allowed therefor.

SECTION 302 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.

Asphalt concrete pavement shall be according to Section 302-5 of the Standard Specifications for Public Works Construction.

Measurement and Payment

ASPHALT CONCRETE PAVING shall be measured by the TON as defined in Section 39-5 "Measurement and Payment" of the CALTRANS Standard Specifications. Measurement and verification of quantities shall be coordinated with the Project Inspector by the Contractor.

The contract price paid per ton for "Asphalt Concrete Paving" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in constructing asphalt concrete, including mix design preparation and acceptance testing and reporting, complete in place, as shown on the plans and as specified in these Special Provisions or as directed by the Engineer.

Full compensation for furnishing and applying tack coat shall be considered as included in the contract price paid per ton of Asphalt Concrete Paving and no separate payment will be made therefor.

302-5.2 Remove Traffic Stripes, Pavement Markers, And Pavement Markings

Prior to the removal of any markers, markings or traffic stripes, the Contractor, by methods to be determined by the Engineer, shall inventory and document the location and type of all existing traffic striping, markings and markers. The Contractor shall submit a copy of the inventory/documentation to the Engineer.

The Contractor shall remove any existing traffic stripes, pavement markers and pavement markings as outlined in the specifications and as determined by the Engineer. Removal methods shall be in conformance with Sections 15-2.02B, "Traffic Stripes and Pavement Markings", and 15-2.02C, "Pavement Markers" of the Caltrans Standard Specifications. Removed materials to be disposed of shall be disposed of in accordance with the provisions of 7-1.13, "Disposal of Material Outside the Highway Right-of-Way", of the Caltrans Standard Specifications.

Pavement delineation removal shall be coordinated with temporary delineation so that lane lines, limit lines and crosswalks are provided at all times on traveled ways open to public traffic. Temporary delineation shall conform to the requirements elsewhere in these Technical Provisions.

Existing pavement striping, markings, and markers which are outside the work area are not to be removed and shall be protected by the Contractor. Any striping, markings, or markers, which are to remain, but which are damaged or rendered useless by the Contractor's operations shall be restored by the Contractor to the Engineer's satisfaction and at the Contractor's sole expense.

Measurement and Payment

REMOVE PAVEMENT MARKINGS AND LANE MARKERS will not be measured separately. Full compensation for removal of pavement markings and lane markers shall be considered as included in the various items of work and no additional compensation will be allowed therefore.

302-5.3 Cold Planing Asphalt Concrete

Wedge grinds shall be ground into the existing asphalt concrete pavement along all existing gutters and where indicated on the plans. The Contractor shall exercise care when performing wedge grinding around existing manholes, valve boxes and other facilities located at the lip of gutters or within the wedge grind areas.

All grinding areas shall be paved with asphalt concrete within five (5) calendar days after grinding, weather permitting. The Engineer shall have the authority to stop grinding operations if it is determined that the grinder is too far ahead of paving operations. No additional compensation shall be made to the contractor for any work stoppage.

Wedge grinding shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

The cold planing machine shall be equipped with a cutter head not less than 72 inches in width and shall be operated so as to not produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

Wedge grinds shall be parallel to the direction of traffic. These shall be ground below the gutter or along the edge of pavement as indicated on the plans and shall daylight six feet (6') from the lip of the gutter or edge of pavement. Any sections of asphalt that becomes loose after wedge grinding shall be removed and disposed of by the Contractor at the Contractor's expense.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed areas shall be neat and uniform. Grinding of asphalt concrete pavement shall be performed without damaging the underlying pavement surface to remain in place.

Conform grinding will be necessary at the beginning and ending of each street section such that the final asphalt surface provides a smooth transition to the adjacent pavement surface. Conform grinding shall be a minimum fifteen feet (15') wide.

If the wedge grinding operation begins to pulverize the asphalt concrete surface that is to remain intact, or penetrates the entire underlying asphalt section, the Contractor shall notify the

Engineer immediately. The Contractor shall use a smaller grinder to prevent further damage to the underlying pavement in areas where the underlying pavement is being pulverized. In locations where the grinding penetrates the entire underlying surface, the Contractor shall grind an additional two inch (2") depth after approval by the City Engineer. This additional grinding will be paid for under the contract bid item "2.5" Milling". After the additional wedge grinding is performed, a layer of asphalt concrete leveling course shall be placed at the direction of the Engineer.

The Contractor shall be responsible for all damage to cold planing machines caused by hitting any hidden objects during grinding operations. In addition, the Contractor shall be responsible for the cost of repairing any facility that is damaged by the cold planing machine.

Measurement and Payment

COLD PLANING will be measured by the SQUARE FOOT for the depths and widths specified on the project plans. The quantities to be paid for will be the actual areas cold planed, irrespective of the number of passes required to obtain the depths and widths shown on the plans.

The contract unit prices paid for Cold Planing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in grinding asphalt concrete surfacing and disposing of ground materials, including furnishing temporary asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in these Contract Specifications and as directed by the Engineer.

302-5.8 Manholes (and other structures)

Adjustment of manhole covers, valve boxes and other structures within the roadway shall conform to Section 302-5.8 of the Standard Specifications for Public Works.

Measurement and Payment

Adjustment of existing facilities shall be measured per the actual count of EACH facility type adjusted.

The contract unit prices paid for adjusting and/or furnishing new materials, as required, for manhole frame and covers, cleanouts, boxes, valve boxes, detector handholes, groundwater monitoring well boxes, monument boxes, and other utility facilities shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all of the work involved in referencing, lowering, installing temporary covers and surfacing over, adjusting to grade existing facilities, and installing new facilities, as specified in these Contract Specifications and as directed by the Engineer.

303-5.5.5 Alley Intersections, Access Ramps and Driveways.

Construction of Access Ramps and Driveways shall conform to Section 303-5.5.5 of the Standard Specifications.

Measurement and Payment

Construction of driveways shall be made at the contract unit price per square foot. Any adjacent sidewalk or curb and gutter requiring reconstruction shall be included in the unit price bid for the driveway and no additional compensation will be allowed.

Construction of access ramps shall be made at the contract unit price bid for EACH ramp and shall include full compensation for all labor and materials required to complete the work. Any adjacent sidewalk and/or curb and gutter requiring reconstruction will be covered by the unit price bid for each ramp and no further compensation will be allowed.

SECTION 310 - PAINTING

310-5.6 Painting Traffic Striping, Pavement Markings, and Curb markings

1.

A. Standard Specifications:

All materials and installation shall conform to the Caltrans Standard Plans and Specifications, latest editions, except as modified or supplemented herein.

B. Description Of Work:

The work under this contract consists of removing pavement markings and lane markers, lane striping, minor intersection striping including but not limited to, crosswalks, pavement legends, striping, raised pavement markers, sandblasting conflicting striping, and all appurtenant work thereto necessary for the proper construction of the contemplated improvements, in accordance with the Plans and Specifications.

C. Traffic Stripes And Pavement Markings:

Traffic stripes and pavement markings shall be in accordance with Caltrans Standard Specifications Section 84-1, except as modified or supplemented herein.

1. The Contractor shall replace all existing striping and pavement markings, including raised pavement markers, in-kind. The Contractor shall submit an existing striping and pavement markings inventory to the Engineer prior to removals.
2. Traffic stripes, pavement markings, and curb marking shall be painted unless otherwise shown on the plans. Contractor shall repaint any curb markings removed by construction under this contract. Slurry seal shall be allowed to cure a minimum of 7 days before permanent striping and markings are placed.
3. The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

4. The Contractor shall establish all traffic striping between these points by string-line or other method to provide striping that will vary less than ½ inch in 50 feet from the specified alignment.
5. When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5 feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.
6. The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.
7. The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.
8. Paint for traffic striping, shall be rapid dry. Paint for crosswalks, stop bars, arrows other pavement legends and curb markings shall be ready-mixed rapid dry type.
9. Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.
10. Paint shall be applied in two (2) coats. Each coat shall be applied no less than 24 hours from application of each previous coat.
11. Installation of traffic stripes includes placement of raised pavement markers.
12. Raised pavement markers shall conform to Section 85 "Pavement Markers."
13. Adhesive for raised pavement markers shall be per Section 85-1.06, "Placement."

D. Temporary Pavement Delineation

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, General, of the Caltrans Standard Specifications and these Technical Provisions. Nothing in these Technical Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the California Department of Transportation or as relieving the Contractor from his responsibility as provided in Section 7-1.09, Public Safety, of the Standard Specifications.

Lane line or centerline pavement delineation shall be provided at all times for travel lanes open to public traffic. Whenever the work causes obliteration of pavement delineation, temporary pavement delineation or permanent traffic stripes shall be in place prior to opening the traveled way to public traffic.

Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied.

The Contractor shall perform all work necessary to establish satisfactory alignment for temporary pavement delineation. Temporary pavement delineation that is damaged from any cause during the progress of the work shall be immediately repaired or replaced by the Contractor at his expense

Measurement and Payment

Payment for placement of new striping and markings shall be paid at the contract lump sum price bid for Signing and Striping and shall include full compensation for all labor, materials, and equipment required to complete the work in conformance with the project drawings and these specifications.

SECTION 313 – TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS

313-1 TRAFFIC CONTROL

The work consists of furnishing all labor, materials, equipment, tools and incidentals and performing all operations in connection with the following: the installation, maintenance and removal of construction area signs; public vehicular and pedestrian traffic control; construction traffic control and all work necessary within the limits of the project to provide for proper traffic control. Traffic control shall be per the Caltrans Standard Plans (May, 2006) and the WATCH Manual. The Contractor shall not block entrances to any property. The Contractor shall provide steel plates, temporary driveway access or stage work as necessary in order to provide access to properties at all times. The Contractor shall also maintain at least one lane of travel at all times using flagmen as necessary to direct traffic, unless otherwise allowed herein. The Contractor shall provide a detailed Traffic Control Plan to the Engineer for approval before any work begins.

Construction area signs shall be stationary mounted and shall be on 4" x 4" posts, 7' tall; conforming to the provisions in Section 12.3.06A of the State Standard Specifications, and as modified herein. All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. Construction area signs shall be used at cross streets as needed to notify the public of the construction activities before entering the construction zone. The locations of all signs shall be approved by the Engineer prior to their placement.

A traffic control system shall consist of closing traffic lanes in accordance with the provisions of Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications, the provisions under "Maintaining Traffic" and these Special Provisions.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the State Standard Specifications.

Each vehicle used to place, maintain, and remove components of a traffic control system on multilane roadways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing said

components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shall not be used on the vehicles which are doing the placing, maintaining, and removing, of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavations adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the street right of way.

"The Contractor is to provide "SIDEWALK CLOSED" signs mounted on barricades at each sidewalk approach to the improvement work. The Contractor is also to provide "ROAD WORK AHEAD" signs mounted on barricades for each traffic approach to improvement work. See "Typical Application 5-29 Crosswalk Closures and Pedestrian Detours Diagrams in the Appendix. The Contractor is to secure work sites for public safety at all times.

TEMPORARY LANELINE AND CENTERLINE DELINEATION - Whenever lanelines and centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the lanelines or centerlines that the markers replace.

MAINTAINING TRAFFIC - Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and to the Section entitled "Public Safety" elsewhere in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

Working hours shall be from 7:00 am to 4:00 pm with the following restrictions on lane closure requirements:

At least two flagmen shall be used for any one-way traffic flow situation for traffic control purposes, and shall be furnished by the Contractor at the Contractor's expense. The flagmen shall be properly equipped and trained in accordance with "Instructions to Flagmen," published by the California Department of Transportation.

Where flagmen are not visible to each other and/or at cross streets, additional flagmen shall be added as required by the Engineer, or the Contractor shall use radios.

Personal vehicles of the Contractor's employees shall not be parked on the paved shoulders or the traveled way, including any sections closed to public traffic.

If traffic signal inductive vehicles loop detectors and lead-in wiring not designated to be replaced on the Plans are damaged during the course of the construction, they shall be replaced as soon as work is completed or as directed by the Engineer. The cost of replacing damaged loop detectors, including detector handholes, or any other necessary repairs to the components of the traffic signal system, shall be included in the cost of traffic control. No additional payment shall be made therefor.

The location of traffic control devices shall be checked by the Contractor especially at the beginning of the work period and periodically throughout the work day, to ensure that the devices are properly placed and maintained.

Flaggers shall not be used during hours of darkness unless authorized by the City.

The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be completed within a workday with due regards to the rights of the public.

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If access to any property cannot be provided, then adequate nearby parking shall be provided and maintained until direct access can again be restored. If during the course of the work, it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents, in writing, at least forty-eight (48) hours in advance.

To minimize the disruption to public traffic, the Contractor shall:

1. Permit local traffic to pass through the work with the least possible inconvenience or delay.
2. Maintain existing driveways, commercial and residential, within the vicinity of the work area, keeping them open and in good, safe condition at all times.
3. Restrict access to driveways for not more than 4 hours.
4. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
5. Keep existing traffic signal and roadway lighting systems in operation throughout the construction work.

To protect the right of abutting property owners, the Contractor shall:

1. Conduct the construction so that the least inconvenience as possible is caused to abutting property owners.
2. Maintain ready access to houses or businesses along the line of work, including ramps over bypass.
3. Notify all parties at least five (5) days, and again 48 hours, in advance of work which would affect their access.

Where grading work is to be performed on the roadway to be used by traffic, the Contractor shall complete the work to the finished grade before the end of the workday unless otherwise directed by the Engineer.

The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect life, health, and safety of the public, and to protect property in connection with the performance of the work covered by the contract. The Contractor shall perform any measures or actions the City or the Engineer may deem necessary to protect the public and property.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated holidays, and when construction operations are not actively in progress.

The designated holidays are as follows:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King's Birthday)
- The third Monday in February (Observance of Washington's Birthday)
- The last Monday in May (Observance of Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veteran's Day)
- The fourth Thursday in November (Thanksgiving)
- The Friday after Thanksgiving
- December 24 (Christmas Eve)
- December 25 (Christmas Day)

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed. When December 25 falls on Saturday, Friday, December 24, shall be observed as the Christmas holiday and Thursday, December 23, shall be observed as the Christmas Eve holiday. When December 25 falls on Sunday, both Friday and Monday shall be observed as holidays. When December 25 falls on Monday, Monday shall be observed as the Christmas holiday and December 22 shall be observed as the Christmas Eve holiday.

Minor deviations from the requirements of this section concerning hours of work, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Measurement and Payment

TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS will be measured on a LUMP SUM basis.

The contract lump sum price paid for "Traffic Control" shall include full compensation for furnishing all labor, materials, tools, equipment, public notification, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for flagging costs shall be considered as included in the contract lump sum price paid for "Traffic Control and Construction Area Signs", and no additional compensation will be allowed therefor. The shared cost for providing flagging as specified in Section 12-2.02, "Flagging Cost", of the State Standard Specifications, shall not apply to this project.

The adjustment provisions in Section 4-1.03, "Changes," of the State Standard Specifications, shall not apply to this item of work. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made solely on the basis of the cost of the increased or decreased traffic control required.

Such adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the State Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

The contract lump sum price paid for "Traffic Control and Construction Area Signs" shall also include full compensation for furnishing, installing, maintaining, and removing construction area signs.

313-2 PUBLIC NOTIFICATION

General Notifications - The Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utilities providers, refuse collectors, schools, and any other persons or agencies which may be affected by this project at least two (2) weeks prior to construction. Other notifications may be required during project construction as outlined below.

Notifications will be provided by the Contractor relating to, but not limited to, the following items:

- General information
- Traffic delays and alternate routes
- Tree removals and/or trimming
- Driveway closures
- Water service interruptions
- Temporary relocation of bus stops
- Adjustment of utilities
- Waste pick up
- Government Agencies (see attached list)

2-Week Notifications - Before Contractor begins any work, all residents and businesses on each street and all properties within 500 feet of the work shall be notified in writing, at least fourteen (14) days in advance. This notification will provide general information about the project, approximate range of dates on when construction will take place, time of work, Contractor's name and phone number and any other pertinent information for residents (see attached example). The Contractor shall provide the Engineer a copy of the proposed written notification for review seventy-two (72) hours prior to delivery.

5-Day Notifications - Prior to placing asphalt concrete, it shall be the Contractor's responsibility to notify utility providers a minimum of five (5) working days in advance of paving operations so

that the affected agencies can be prepared to reset covers to grade following paving. A copy of the notification must be sent to the Engineer at the same time.

“The Contractor shall provide 5 days advance notice of construction work (including activity schedules) to the Police Department, to emergency agencies including Fire Department and Ambulance Services, to the Los Alamitos U.S. Postal Service offices and others as required by the Contract Documents. Emergency access in the project area shall be maintained at all times. A copy of such notice shall be submitted to the City’s Engineering Division.”

72-Hour Notifications - The Contractor is responsible for delivering City approved door hangers prior to grinding and paving operations. Door hangers will require dates, times and other pertinent information regarding the project to be filled in by the Contractor and as directed by the Engineer. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by residents and businesses to answer their concerns.

Door hanger notifications to affected residents and businesses for this project will be delivered a minimum of 72-hours prior to paving operations.

If paving operations are postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify the affected residents and businesses with the City supplied door hanger a minimum of two (2) working days prior to the start of the work.

Failure to comply with the notification requirement will result in a Stop Work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request of the Engineer.

No work shall take place prior to the required notification, re-notification, or coordination work with affected parties.

The Contractor shall be responsible for making immediate access available to emergency vehicles at all times during work hours. The Contractor shall contact schools, fire and police stations, hospitals, or other similar facilities designated by the Engineer adjacent to the work and coordinate his operations with the facilities’ operations so that the Contractor’s operations will have minimal effect on the facility.

Paving operations shall be staged such that no traffic is allowed on the new asphalt concrete overlay for a minimum of one (1) hour after the finish roller compaction. Traffic shall be detoured through intersections by flaggers.

The Contractor shall cooperate and allow City work crews to use the traffic control system when set up for the Contractor’s work.

The work related to Public Notification will not be measured separately. 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 and no additional compensation will be allowed therefor.

City of Los Alamitos

Agenda Report Ordinances

May 7, 2012
Item No: 9A

To: Mayor Troy D. Edgar & Members of the City Council

From: Angie Avery, City Manager

Subject: Second Reading of Ordinance No. 12-03 – Amendment to the Los Alamitos Municipal Code Relating to Special Meetings of the City Council

Summary: At its regular meeting of April 16, 2012, the City Council conducted a first reading of Ordinance No. 12-03, amending the Los Alamitos Municipal Code relating to the manner in which special meetings of the City Council are called.

Recommendation:

1. Waive reading in full and authorize reading by title only of Ordinance No. 12-03; and,
2. Mayor Edgar read the title of City Council Ordinance No. 12-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO SPECIAL MEETINGS OF THE CITY COUNCIL".
3. Adopt Ordinance No. 12-03 by roll call vote.

Background and Discussion

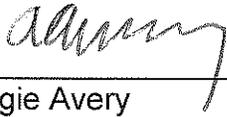
At its regular meeting of April 2, 2012, the City Council directed staff to return with an Ordinance amending the manner in which special meetings of the City Council are called. At its April 16, 2012 meeting the City Council introduced Ordinance No. 12-03 for first reading.

The attached Ordinance No. 12-03 amends the Los Alamitos Municipal Code to allow the Mayor or two members of the City Council to call a special meeting. Currently, the Municipal Code requires the Mayor or three members to call a special meeting.

Fiscal Impact

None.

Submitted By:



Angie Avery
City Manager

Attachments: 1. *Ordinance No. 12-03*

ORDINANCE NO. 12-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO SPECIAL MEETINGS OF THE CITY COUNCIL

WHEREAS, the City of Los Alamitos finds that it is appropriate to amend the manner in which special meetings of the City Council are called.

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

SECTION 1. Section 2.04.020 of the Los Alamitos Municipal Code is hereby amended as follows:

Sec. 2.04.010 Special meetings:

At the direction of the mayor or two members of the city council, the City Clerk or City Manager may call a special meeting at any time by delivering or by mailing written notice to each councilmember and to each newspaper of general circulation, radio or television station requesting notice in writing. Such notice must be delivered personally or by mail and shall be received at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be dispensed with as to any councilmember who at or prior to the time the meeting convenes files with the city clerk a written waiver of notice. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any councilmember who is actually present at the meeting at the time it convenes. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public. (For special meetings see Government Code Section 54956; for emergency meetings see Government Code Section 54956.5.) (Ord. 598 § 1 (part), 1996; Ord. 419 § 1, 1981; Ord. 293 § 2 (part), 1974)

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 7th day of May, 2012.

Troy D. Edgar, Mayor

ATTEST:

Angie Avery, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

I, Angie Avery, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 12-03 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 16th day of April, 2012 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 7th day of May, 2012, by the following roll-call vote, to wit:

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

Angie Avery, City Clerk

City of Los Alamitos

Agenda Report Ordinances

May 7, 2012
Item No: 9B

To: Mayor Troy D. Edgar & Members of the City Council

From: Angie Avery, City Manager

Subject: Second Reading of Ordinance No. 12-02 - Amendment to the Los Alamitos Municipal Code to Provide for One City Council Meeting Per Month

Summary: At its regular meeting of April 16, 2012, the City Council conducted a first reading of Ordinance No. 12-02, which provides for one City Council meeting per month.

Recommendation:

1. Waive reading in full and authorize reading by title only of Ordinance No. 12-02; and,
2. Mayor Edgar read the title of City Council Ordinance No. 12-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.010 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO REGULAR MEETINGS OF THE CITY COUNCIL."
3. Adopt Ordinance No. 12-02 by roll call vote.

Background

At its regular meeting of April 2, 2012, the City Council considered amending the Municipal Code to allow for one Council Meeting per month, considered Ordinance No. 12-02, and proposed certain changes. At its April 16, 2012 meeting the City Council introduced Ordinance No. 12-02 for first reading.

Discussion

There were several pertinent points that the Council discussed. The following highlighted points were built into City Council Ordinance 12-02:

- Council Meetings would be held on the third Monday of the month
- Regular meetings would start at 6:00 p.m.
- Closed Sessions would start at 5:00 p.m.

City Council approved this change to the Municipal Code on a six month trial basis. Staff will bring this item back to the City Council for their review at the end of the six month trial basis. City Council also confirmed that the City Council stipend would remain the same during this time.

Additionally, City Council requested an Ordinance to modify who can call a Special Meeting. That item is covered in a separate agenda item before the Council tonight.

Fiscal Impact

Transitioning to one regularly scheduled City Council meeting per month will reduce costs in operating expenses in the amount of approximately \$20,400 per year.

Submitted By:



Angie Avery
City Manager

Attachment: 1. City Council Ordinance No. 12-02

ORDINANCE NO. 12-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.010 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO REGULAR MEETINGS OF THE CITY COUNCIL

WHEREAS, the City of Los Alamitos finds that it is appropriate to amend the regular meeting dates of the City Council from the first and third Monday of the month to the third Monday of the month.

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

SECTION 1. Section 2.04.010 of the Los Alamitos Municipal Code is hereby amended as follows:

Sec. 2.04.010 Regular meetings:

The regular meetings of the city council shall be held on the third Monday in each month to commence at the hour of six p.m. Study sessions shall be limited to public sessions of the city council, along with any other boards, commissions or public bodies if deemed necessary by the presiding officer, involving detailed discussions without final action of any kind by the city council and may be commenced at any time consistent with the notice requirements of the Ralph M Brown Act and the Notice and Call therefor. Closed session matters, if any, shall commence at the hour of five p.m. or as soon thereafter as is deemed necessary by the presiding officer. Regular meetings shall be held in the council chamber of the City Hall, 3091 Katella Avenue, or in such other place within the city limits to which the meeting may be adjourned. When the day for any regular meeting falls on a legal holiday, no meeting shall be held on the holiday, but a regular meeting shall be held at the same hour on the following business day.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the

same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 7th day of May, 2012.

Troy D. Edgar, Mayor

ATTEST:

Angie Avery, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

I, Angie Avery, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 12-02 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 16th day of April, 2012 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 7th day of May, 2012, by the following roll-call vote, to wit:

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

Angie Avery, City Clerk

City of Los Alamitos

Agenda Report Discussion Items

May 7, 2012
Item No: 10A

To: Mayor Troy D. Edgar and Members of the City Council

From: Angie Avery, City Manager

Subject: Appointment of City Council Ad Hoc Subcommittee to Consider Use of Reserve Funds to Benefit the Community

Summary: At the February 21, 2012 meeting, the City Council voiced support to use the equivalent of 1% of the Utility Users Tax or \$358,333 from the reserve fund as a rebate back to the residents in the form of programs and/or projects that could benefit the community as a whole.

Recommendation: Appoint two (2) members of the City Council to serve as an ad hoc subcommittee to work with staff to (1) identify City projects and/or programs that will benefit the community, (2) gather community input to prioritize the projects/programs, and (3) implement the projects/programs.

Background and Discussion

During the mid-year budget review on February 21, 2012, several of the Council Members raised the issue of reducing the Utility Users Tax (UUT) for the 2012-13 Fiscal Year. At the March 5, 2012 meeting, the City Council considered the staff recommendation to delay lowering the Utility Users Tax due to flat revenue projections in the major revenue sources projected for Fiscal Year 2012-13, and discussed the potential of using the equivalent of 1% of the Utility Users Tax or \$358,333 from the reserve fund as a rebate back to the residents in the form of programs and/or projects that could benefit the community as a whole.

Several members of the public shared their ideas to improve the community during the public comment portion of the agenda item as follows:

- Improve center medians
- Install holiday decorations
- Improve city streets and parks
- Bring back the Band in the Park event
- Create a voucher for residents to enjoy recreation programs

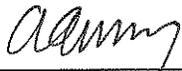
The objective of the Council ad hoc subcommittee will be to work with staff to:

- Utilize the City Reserve Fund to fund a one-time expenditure of \$358,333 to benefit the community.
- Gather community input for ideas for projects and/or programs using a survey and the Community Services Guide.
- Establish criteria for prioritizing which projects and/or programs will be funded.

Fiscal Impact

\$358,333 from the City's undesignated Reserve Fund will be used as a one-time expenditure to fund projects/programs to benefit the community.

Submitted and Approved By:



Angie Avery, City Manager

Attachments: None