

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

Via videoconference
Participation via Phone: (301) 715-8592
Meeting ID: 853 5579 0336

CITY COUNCIL AGENDA
ADJOURNED REGULAR MEETING

Monday, February 28, 2022 –6:00 p.m.

SAFETY ALERT – NOTICE REGARDING COVID-19

Pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20, some members of the City of Los Alamitos City Council may participate by videoconference.

The public may access the meeting in person or telephonically. Members of the public can access the meeting by phone by dialing +1 (301) 715-8592 and enter the Meeting ID: 853 5579 0336. Your microphone will be disabled upon entry for the duration of the meeting.

If you wish to attend the City Council meeting in person, the Council Chamber located at 3191 Katella Ave., Los Alamitos, California 90720, will have seating for this meeting and the public shall have the right to observe and offer public comment at this location.

Masks will be required before entering the Council Chamber. Seating will be available based on six feet of social distancing. The City of Los Alamitos continues to follow the Centers for Disease Control and Prevention (CDC) guidelines and these provisions are subject change with short notice.

While you may attend this meeting in person, given the health risks associated with COVID-19, please be advised that you may submit comments on any agenda item or on any item not on the agenda by email to cityclerk@cityoflosalamitos.org with the subject line "2/7/22 PUBLIC COMMENT". Comments **received by 3:00 p.m.** will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read email comments at the meeting but the official record will include all email comments received until the close of the meeting. You may also view the meeting live on local cable channel 3.

Please consider carefully before attending this meeting in person and keep a six foot distance from others as much as possible. Please do not attend this meeting in person if you have traveled out of state and/or you have had direct contact with someone who has travelled or tested positive for Coronavirus (COVID-19), or you are experiencing symptoms such as coughing, sneezing, fever, difficulty breathing or other flu-like symptoms.

NOTICE TO THE PUBLIC – This Agenda contains a brief general description of each item to be considered. Except as provided by law, action or discussion shall not be taken on any item not appearing on the agenda. Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityoflosalamitos.org once the agenda has been publicly posted.

Each matter on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "for information" or "for discussion" may also be the subject of an "action" taken by the City Council at the same meeting.

Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection online at www.cityoflosalamitos.org.

Persons wishing to address the City Council on any item on the City Council Agenda should complete a blue "Request to Speak" card and will be called upon at the time the agenda item is called or during the City Council's consideration of the item and may address the City Council for up to three minutes.

It is the intention of the City of Los Alamitos to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee, or a participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538, extension 220, 48 hours prior to the meeting so that reasonable arrangements may be made.

1. CALL TO ORDER

2. ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Bates
Council Member Chirco
Council Member Nefulda

3. PLEDGE OF ALLEGIANCE

Mayor Hasselbrink will lead the Pledge of Allegiance.

INVOCATION

Council Member Doby will give the Invocation.

4. PRESENTATIONS

A. Presentation Regarding the Upcoming 47th Annual Americana Awards (Saturday, March 26, 2022) by Mr. Howard Kummerman, Executive Director, Cypress College Foundation

5. ORAL COMMUNICATIONS

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

6. 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.

7. ITEMS FROM THE CITY MANAGER

8. WARRANTS

Ratify the Warrants for the period from January 4, 2022 through February 7, 2022 in the amount of \$1,264,244.93.

ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Bates
Council Member Chirco
Council Member Nefulda

The Public Hearing will start at 6:30 p.m.

9. PUBLIC HEARING

A. Public Hearing #3 to Receive Input on the Draft Revised City Council District Boundaries (City Clerk)

Pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware of the redistricting effort and are provided with options to participate. The deadline for cities to complete the redistricting process is April 17, 2022.

Recommendation:

1. Open the public hearing to receive public input on district boundaries; and,
2. Review draft maps to redraw district boundaries and provide input to Staff.

10. CONSENT CALENDAR

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

ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Bates
Council Member Chirco
Council Member Nefulda

- A. Approval of Minutes (City Clerk)**
Approve the City Council Special and Regular Minutes of January 18, 2022

and Special Minutes of February 7, 2022.

B. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (City Attorney)

For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

Recommendation: Make the following findings by a majority vote of the City Council:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

C. Amendment to the Resolution Establishing Salaries and Benefits for Non-Represented Employees to Include Finance Manager (Finance)

This report outlines the personnel changes for the Finance Department Budget.

Recommendation:

1. Adopt Resolution No. 2022-06, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING JOB DESCRIPTION FOR FINANCE MANAGER
2. Adopt Resolution No. 2022-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES TO INCLUDE FINANCE MANAGER"; and,
3. Approve a budget amendment for Fiscal year 2021-2022 in the Finance Department for an additional \$86,624 for a full-time Finance Manager position.

D. Award of Professional Services Agreement (PSA) with Joncowest LLC for Janitorial Services for City Facilities (Development Services)

On January 4, 2022, staff received and reviewed bids to the City's Request for Proposals (RFP) 2021-11 for janitorial services for the Civic Center including the Community Center complex.

Recommendation:

1. Award the bid for RFP 2021-11; and,
2. Authorize the Mayor to execute the Professional Services Agreement with Joncowest, LLC for janitorial services in an amount not to exceed \$5,262.00 per month for a term of one year with an option for up to two 1-year extensions.

E. Resolution No. 2022-05 – CalRecycle SB 1383 Local Assistance Grants (Development Services)

This report seeks Council's authorization to apply for CalRecycle SB 1383 Local Assistance Grant. The grant would assist the City's effort in education and implementation of requirements associated with SB 1383.

Recommendation: Adopt Resolution No. 2022-05, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION FOR ALL CALRECYCLE GRANT AND PAYMENT PROGRAMS FOR WHICH THE CITY OF LOS ALAMITOS IS ELIGIBLE".

F. Support of Federal Per- and Polyfluoroalkyl Substances (PFAS) Legislation that Protects Ratepayers and Water/Wastewater Agencies (City Clerk)

Consideration of a Resolution supporting the Orange County Water District's (OCWD's) and Orange County Sanitation District's (OCSD) legislative platform: CERCLA exemption for water and wastewater agencies that simply receive and treat for Per- and Polyfluoroalkyl Substances (PFAS); continued use of cost-benefit analysis in the establishment of future drinking water standards and request to provide funding for PFAS remediation to water and wastewater agencies.

Recommendation: Adopt Resolution No. 2021-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, SUPPORTING FEDERAL PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS), LEGISLATION THAT PROTECTS RATEPAYERS AND WATER AND WASTEWATER AGENCIES".

G. Citywide Street Striping and Pavement Marking (CIP 21/22-02) (Development Services)

The citywide striping program assists in maintaining safe and up-to-date striping, and pavement markings that comply with current Federal and State standards. The City has allocated \$75,000 from Gas Tax and \$25,000 from General fund (CIP 21/22-02), which includes the design and installation of striping and pavement markings. The Streets that will be updated in 2021-

2022 budget include streets in Old Town West neighborhood, Old Dutch Haven neighborhood, Briggeman Street, and Cerritos Avenue.

Recommendation:

1. Approve the plans and specifications for the Traffic Striping and Pavement Markings in the Old Town West Neighborhood, Old Dutch Haven Neighborhood, Briggeman, Sausalito Street, and Cerritos Avenue (CIP No. 21/22-02) as recommend by the Traffic Commission; and,
2. Authorize Staff to solicit bids to begin facilitating the proposed striping and pavement markings.

H. Award of Bid for the Los Alamitos Street Improvement Project on Various Streets FY 2021-2022 (CIP No. 21/22-03)
(Development Services)

On December 15, 2021, staff received and reviewed bids for the Los Alamitos Street Improvement Project on Various Streets FY 2021-2022 (CIP No. 21/22-03).

Recommendation:

1. Award contract for the Los Alamitos Street Improvement Project on Various Streets FY 2021-2022 (CIP No. 21/22-03) to RJ Noble Company in the amount of \$1,378,015.00; and,
2. Authorize the Mayor to execute the contract with RJ Noble Company for the project; and,
3. Authorize the City Engineer to add work and execute change orders in the amount not to exceed the contingency reserve of 10% or \$137,802.00; and,
4. Appropriate \$270,000 to the Los Alamitos Street Improvement Project account, line item 10.570.5501.1707.

I. Award of Bid for the CDBG Howard Ave and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04)
(Development Services)

On January 18, 2022, staff received and reviewed bids to the City's Request for CIP No. 21/22-04 (FY 2021-2022) – the CDBG Howard Ave and Bloomfield Street Improvement Project.

Recommendation:

1. Award construction for the CDBG Howard Ave and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04) to Hardy and Harper, Inc. in the amount of \$205,000; and,
2. Authorize the Mayor to execute the contract with Hardy and Harper, Inc. for the project; and,
3. Authorize the City Engineer to add work and execute change orders in the amount not to exceed the contingency reserve of 10% or \$20,500.

- J. Approval of Plans and Specifications and Authorization to Bid for Fabrication and Installation of Storm Water Protection Connector Pipe Screen (CPS) Units Project (CIP No. 21/22-05) (Development Services)**
This report seeks approval to facilitate the solicitation of bids to begin fabrication and installation of storm water protection Connector Pipe Screen (CPS) units in the City's 118 catch basins.

Recommendation:

1. Approve the plans and specification for the fabrication and installation of catch basin Connector Pipe Screen (CPS) units project (CIP No. 21/22-05) Citywide; and,
2. Authorize Staff to advertise and solicit bid proposals.

11. DISCUSSION ITEM

- A. Southern California Association of Governments (SCAG) 2022 Regional Conference and General Assembly (City Clerk)**
The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held at the JW Marriott Desert Springs Resort and Spa in Palm Desert, CA on Thursday, May 5, 2022. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

Recommendation:

1. Appoint a representative to attend and serve as the City's Voting Delegate for the Southern California Association of Governments (SCAG) General Assembly; and,
2. Appoint a Council Member to attend and serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Bates
Council Member Chirco
Council Member Nefulda

B. Appointment for Los Alamitos Community Foundation (Recreation)

This report provides relevant information by which the City Council may appoint two members from the City Council to the Los Alamitos Community Foundation.

Recommendations: Appoint two members of the City Council to sit on the Board of the Los Alamitos Community Foundation.

ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Bates
Council Member Chirco
Council Member Nefulda

C. Update to the Los Alamitos Urban Forest Program (Development Services)

City Council adopted the Parkway Tree Program in the late 1990s. The proposed Urban Forest Program is a three-tiered approach that will provide guidance to staff on planting and maintaining trees, provide the community a Tree Dedication Memorial Program, and make the City eligible for Tree City USA status. Staff will bring to Council a finalized program for approval after receiving feedback.

Recommendation:

1. Discuss the Urban Forest Program; and,
2. Provide feedback to Staff on recommendation on the updated Los Alamitos Tree Policy; and,
3. Provide feedback to Staff on recommendation on the Los Alamitos Tree Dedication Memorial Program; and,
4. Direct Staff to proceed with developing a plan to be eligible for Tree City USA recognition.

ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby

Council Member Bates
Council Member Chirco
Council Member Nefulda

**D. Additional Waste Hauler Service Options & Transition Update
(Development Services)**

Staff and the City's Waste Hauler have identified additional service options that will offer residents and business owners greater choices in the type of carts and bins that are available to them. The following staff report summarizes these new options and established the rate for 96-gallon cart and 2 yard bins should a resident or business request them.

Recommendation:

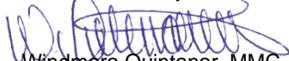
1. Discuss the proposed rate establishment; and,
2. Authorize the City Manager to accept the rate establishment and execute any needed documents to enact the rates.

ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Bates
Council Member Chirco
Council Member Nefulda

12. ADJOURNMENT

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



Windmeira Quintanar, MMC, City Clerk
Dated: February 23, 2022

CITY OF LOS ALAMITOS
A/P Warrants
FEBRUARY 28, 2022

To Ratify

Pages:				
1-8	\$	419,900.68	Warrant	01/12/2022
9-18	\$	233,676.50	Warrant	01/26/2022
19	\$	9,904.30	February Retirees	02/02/2022
20	\$	168,748.23	Payroll	01/07/2022
21	\$	96,109.31	Benefits & Withholdings	01/07/2022
22	\$	176,364.02	Payroll	01/21/2022
23	\$	159,541.89	Benefits & Withholdings	01/21/2022
Grand Total	\$	<u>1,264,244.93</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from January 4, 2022 to February 7, 2022, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

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

Certified by Craig Koehler, Finance Director

 this 8th day of February, 2022

WARRANT 1/12/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A LA WAFFLE, INC.	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL INVALID DEPARTMENT			400.00
	TOTAL:			400.00
SHIDEH RAIS ROHANI	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL INVALID DEPARTMENT			1,290.00
	TOTAL:			1,290.00
ADMINSURE	WORKERS COMP. ADMIN 11/202 SELF INSURANCE TRU INSURANCE			513.51
	TOTAL:			513.51
AESEAN DESIGN STUDIO	REIMBURSEMENT- LOS AL BUCK AMERICAN RESCUE PL INVALID DEPARTMENT			50.00
	TOTAL:			50.00
ALL AMERICAN SIGN COMPANY	FW LOGO INSTALL GARAGE FUND GARAGE			209.42
	TOTAL:			209.42
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 197.62 HRS GENERAL FUND TRAFFIC			4,731.02
	CROSSING GUARDS 122.5 HRS GENERAL FUND TRAFFIC			2,332.65
	TOTAL:			7,663.67
ALWAYS ADVANCING, LLC	LOS AL RACE MEDALS GENERAL FUND SPECIAL EVENTS			4,355.00
	TOTAL:			4,355.00
ANIMAL PEST MANAGEMENT SERVICES	COPHER CONTROL AT PARKS GENERAL FUND PARK MAINTENANCE			490.00
	TOTAL:			490.00
SEA SALTY INC.	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL INVALID DEPARTMENT			600.00
	TOTAL:			600.00
BARBARA BANNERMAN	YOGA WITH BARBARA 11/30 GENERAL FUND SPECIAL CLASSES			9.75
	YOGA WITH BARBARA 11/30 GENERAL FUND SPECIAL CLASSES			9.75
	YOGA WITH BARBARA 12/07 GENERAL FUND SPECIAL CLASSES			5.75
	YOGA WITH BARBARA GENERAL FUND SPECIAL CLASSES			594.75
	TOTAL:			624.00
CA ASSOC. OF CODE ENFORCE OFFICERS	WEBINAR- R. HILL /CODE ENF GENERAL FUND NEIGHBORHOOD PRESERVAI			36.00
	PROF. MEMBERSHIP DUES GENERAL FUND NEIGHBORHOOD PRESERVAI			95.00
	TOTAL:			133.00
CALLEJO 2009 CORP	SUBSCRIPTION- SOFTWARE INV GENERAL FUND INVESTIGATION			2,280.00
	TOTAL:			2,280.00
CARD INTEGRATORS CORPORATION	DEPARTMENT ID CARDS (2) GENERAL FUND POLICE ADMINISTRATION			23.69
	TOTAL:			23.69
JHM SUPPLY, INC.	IRPICATION REPAIR- COTTONW GENERAL FUND PARK MAINTENANCE			51.85
	TOTAL:			51.85
CARTRIDGE WORLD OF LOS ALAMITOS	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL INVALID DEPARTMENT			120.00
	TOTAL:			120.00
CHARLES ABBOTT ASSOCIATES, INC.	BUILDING & SAFETY- 11/2021 GENERAL FUND BUILDING INSPECTION			22,293.69
	TOTAL:			22,293.69
CITY OF CYPRESS	WEST COAH JOINT POWERS GENERAL FUND COMMUNICATIONS TECHNOL			175,988.34
	TOTAL:			175,988.34

WARRANT 1/12/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COUNTY OF ORANGE	COUNTY OF ORANGE TREASURER-TAX	GENERAL FUND	NON-DEPARTMENTAL	994.50
			TOTAL:	994.50
COUNTY OF ORANGE	SEWER FEES- MUSEUM	GENERAL FUND	FINANCE	209.08
	SEWER FEES- COMM. CENTER	GENERAL FUND	FINANCE	2,288.47
	SEWER FEES - PD/ CITY HALL	GENERAL FUND	FINANCE	1,681.66
			TOTAL:	4,119.21
COUNTY OF ORANGE	OCATS- DEC 2021	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	OC AFIS JAN 2022	GENERAL FUND	COMMUNICATIONS TECHNOL	459.00
			TOTAL:	1,726.33
CROSSTOWN ELECTRICAL & DATA, INC.	PREV. MAINTENANCE. 12/2021	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	1,470.00
DATA TICKET, INC.	NOV. 2021 CITATIONS	GENERAL FUND	TRAFFIC	398.52
			TOTAL:	398.52
JANICE CASSIDY	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL	GENERAL FUND	INVALID DEPARTMENT	1,020.00
			TOTAL:	1,020.00
DOOLEY ENTERPRISES, INC.	GENERAL FUND	GENERAL FUND	PATROL	525.28
			TOTAL:	525.28
STEVEN F. ALBRECHT	EMPLOYEE COACHING/TRAINING	GENERAL FUND	ADMINISTRATION	1,000.00
			TOTAL:	1,000.00
ECOFERT, INC.	VEGETATION SERVICES	GENERAL FUND	PARK MAINTENANCE	630.00
			TOTAL:	630.00
ENTERPRISE FM TRUST	LEASE- FORD F-15	GARAGE FUND	GARAGE	519.04
	LEASE- FORD TRAM	GARAGE FUND	GARAGE	709.89
			TOTAL:	1,227.93
FB OF SOUTHERN CALIFORNIA LP	REIMBURSEMENT- LOS AL BUCK AMERICAN RESCUE PL	GENERAL FUND	INVALID DEPARTMENT	1,650.00
			TOTAL:	1,650.00
MONTGOMERY CORP.	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL	GENERAL FUND	INVALID DEPARTMENT	490.00
			TOTAL:	490.00
CARRI FOX	LINE DANCE WITH FOX 12/01	GENERAL FUND	SPECIAL CLASSES	10.50
	LINE DANCE WITH FOX 12/08	GENERAL FUND	SPECIAL CLASSES	21.00
			TOTAL:	31.50
SOHAIL SALEHZADEH	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL	GENERAL FUND	INVALID DEPARTMENT	490.00
			TOTAL:	490.00
KAIN GALLAUGHER	TUITION HELPS. -MBA COURSE	GENERAL FUND	PATROL	3,000.00
			TOTAL:	3,000.00
GALLS / QUARTERMASTER	UNIFORMS FOR RECRUIT ROBER	GENERAL FUND	PATROL	524.47
			TOTAL:	524.47
GAWAHL LUMBER COMPANY	GRAFFITI SUPPLIES	GENERAL FUND	STREET MAINTENANCE	15.27
	TWINE FOR PLANTER DECOR	GENERAL FUND	STREET MAINTENANCE	12.00
	METAL CABLE TO TIE DOWN DE	GENERAL FUND	STREET MAINTENANCE	87.17

WARRANT 1/12/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FENCING FOR COTTONWOOD	GENERAL FUND	PARK MAINTENANCE	91.08
	PAD LOCK FOR REC BALANCE	GENERAL FUND	BUILDING MAINTENANCE	2.40
	RESTROOM REPAIR	GENERAL FUND	BUILDING MAINTENANCE	78.56
	RESTROOM REPAIR	GENERAL FUND	BUILDING MAINTENANCE	19.11
	PAINT FOR SHOP BATHROOM	GENERAL FUND	BUILDING MAINTENANCE	93.66
	PARTS FOR REPAIR REC TRAIL	GARAGE FUND	GARAGE	37.83
			TOTAL:	437.08
KRISTIN DIMICELI	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL	INVALID DEPARTMENT		150.00
			TOTAL:	150.00
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY GENERAL FUND	GENERAL FUND	STREET MAINTENANCE	6,216.29
	GOLDEN STATE WATER COMPANY GENERAL FUND	GENERAL FUND	STREET MAINTENANCE	1,403.14
	GOLDEN STATE WATER COMPANY GENERAL FUND	GENERAL FUND	PARK MAINTENANCE	415.61
	GOLDEN STATE WATER COMPANY GENERAL FUND	GENERAL FUND	PARK MAINTENANCE	4,880.20
	GOLDEN STATE WATER COMPANY GENERAL FUND	GENERAL FUND	BUILDING MAINTENANCE	840.49
			TOTAL:	12,755.73
FAHREDDIN BERANI	REIMBURSEMENT- ISO AL BUCK AMERICAN RESCUE PL	INVALID DEPARTMENT		2,960.00
			TOTAL:	2,960.00
JACK GRISWOLD	CPR FOR ADULT, CHILD & INF	GENERAL FUND	SPECIAL CLASSES	72.80
			TOTAL:	72.80
JARED E. LLOYD	HCE DROP-IN 11/04	GENERAL FUND	SPORTS	32.00
	HCE DROP-IN 11/07	GENERAL FUND	SPORTS	64.00
	HCE DROP-IN 11/30	GENERAL FUND	SPORTS	64.00
	HCE 12/05	GENERAL FUND	SPORTS	16.00
	HCE DROP-IN 12/02	GENERAL FUND	SPORTS	64.00
	HCE DROP-IN 12/02	GENERAL FUND	SPORTS	16.00
	HCE DROP-IN 12/07	GENERAL FUND	SPORTS	64.00
	HCE DROP-IN 12/09	GENERAL FUND	SPORTS	112.00
	HCE DROP-IN 12/14	GENERAL FUND	SPORTS	48.00
	HCE TRAVEL TEAMS	GENERAL FUND	SPORTS	248.00
	HCE TRAVEL TEAMS	GENERAL FUND	SPORTS	124.00
	HCE CLINIC-TUES/THU/SU 11/	GENERAL FUND	SPORTS	310.40
	HCE CLINIC DEC. SUN	GENERAL FUND	SPORTS	375.20
	HCE CLINIC DEC. THURS	GENERAL FUND	SPORTS	147.20
	HCE CLINIC DEC TUES/THUR	GENERAL FUND	SPORTS	245.60
	HCE CLINIC DEC. TUES	GENERAL FUND	SPORTS	375.20
	HCE CLINIC- TUES/ THUR 11/	GENERAL FUND	SPORTS	120.80
	HCE CLINIC- SUN 11/2021	GENERAL FUND	SPORTS	223.20
	HCE CLINIC- THURS 11/2021	GENERAL FUND	SPORTS	149.60
	HCE CLINIC- TUES 11/2021	GENERAL FUND	SPORTS	662.40
	HCE CLINIC DEC TUES/THU/S	GENERAL FUND	SPORTS	156.00
	HCE RUN DECEMBER	GENERAL FUND	SPORTS	176.00
	HCE RUN 11/2021	GENERAL FUND	SPORTS	132.00
	HCE TRAVEL TEAMS DEC	GENERAL FUND	SPORTS	124.00
			TOTAL:	4,049.60
PACIFIC SECURED EQUITIES, INC.	WC TPA SVCS. JAN 2022	SELF INSURANCE TRU	INSURANCE	1,125.00
			TOTAL:	1,125.00
JAN BAIFIN	SILVER SENIOR FITNESS 11/1	GENERAL FUND	SPECIAL CLASSES	26.00
	STRETCH AND RELAX 12/01	GENERAL FUND	SPECIAL CLASSES	6.50
	FIT FOR YOU 12/01	GENERAL FUND	SPECIAL CLASSES	19.50

WARRANT 1/12/2022

VENDOR SORT KSY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FIT FOR YOU 12/02	GENERAL FUND	SPECIAL CLASSES	13.00
	SILVER SENIOR FITNESS 12/0	GENERAL FUND	SPECIAL CLASSES	26.00
	FIT FOR YOU 12/06	GENERAL FUND	SPECIAL CLASSES	6.50
	STRETCH AND RELAX 12/06	GENERAL FUND	SPECIAL CLASSES	6.50
	FIT FOR YOU 12/06	GENERAL FUND	SPECIAL CLASSES	6.50
	FIT FOR YOU 12/08	GENERAL FUND	SPECIAL CLASSES	32.50
	STRETCH AND RELAX 12/08	GENERAL FUND	SPECIAL CLASSES	6.50
	FIT FOR YOU 12/13	GENERAL FUND	SPECIAL CLASSES	6.50
	STRETCH AND RELAX 12/13	GENERAL FUND	SPECIAL CLASSES	13.00
	SILVER SNIOR FITNESS 12/13	GENERAL FUND	SPECIAL CLASSES	13.00
	FIT FOR YOU 12/13	GENERAL FUND	SPECIAL CLASSES	6.50
	FIT FOR YOU 12/15	GENERAL FUND	SPECIAL CLASSES	6.50
	STRETCH AND RELAX 12/15	GENERAL FUND	SPECIAL CLASSES	6.50
	FIT FOR YOU 12/15	GENERAL FUND	SPECIAL CLASSES	13.00
	FIT FOR YOU 12/16	GENERAL FUND	SPECIAL CLASSES	6.50
	STRETCH & RELAX 12/20	GENERAL FUND	SPECIAL CLASSES	13.00
	SILVER SENIOR 12/20	GENERAL FUND	SPECIAL CLASSES	13.00
	FIT FOR YOU 12/22	GENERAL FUND	SPECIAL CLASSES	26.00
	FIT FOR YOU 12/20	GENERAL FUND	SPECIAL CLASSES	13.00
	SILVER SENIOR FITNESS	GENERAL FUND	SPECIAL CLASSES	641.55
	FIT FOR YOU M/W PM - 3 SES	GENERAL FUND	SPECIAL CLASSES	244.40
	FIT FOR YOU M/W AM - 3 SES	GENERAL FUND	SPECIAL CLASSES	317.85
	FIT FOR YOU M/-TE - 3 SESS	GENERAL FUND	SPECIAL CLASSES	663.00
	STRETCH RELAX M/W	GENERAL FUND	SPECIAL CLASSES	133.50
	TOTAL:			2,286.70
KZESTER CORPORATION	CHAIN SAW SUPPLIES	GENERAL FUND	PARK MAINTENANCE	71.02
	TOTAL:			71.02
KEVIN GARRETT	YOUTH REG. TENNIS TUES	GENERAL FUND	SPECIAL CLASSES	518.05
	YOUTH REG. TENNIS WED	GENERAL FUND	SPECIAL CLASSES	460.85
	ADULT REG. TENNIS WED	GENERAL FUND	SPECIAL CLASSES	33.80
	YOUTH REG. TENNIS THURS	GENERAL FUND	SPECIAL CLASSES	369.85
	YOUTH INT. TENNIS THURS	GENERAL FUND	SPECIAL CLASSES	415.35
	PEE WEE TENNIS SAT.	GENERAL FUND	SPECIAL CLASSES	361.40
	YOUTH REG. TENNIS SAT	GENERAL FUND	SPECIAL CLASSES	466.70
	YOUTH INT. TENNIS SAT	GENERAL FUND	SPECIAL CLASSES	363.85
	TOTAL:			2,955.85
KIWANIS CLUB OF LOS ALAMITOS	KIWANIS MEMBERSHIP	GENERAL FUND	RECREATION ADMINISTRAT	249.00
	TOTAL:			249.00
LIEBERT CASSIDY WHITMORE	TEAMSTER NEGOTIATIONS	GENERAL FUND	NON-DEPARTMENTAL	933.50
	TOTAL:			933.50
YING LIU	PORTRAIT WORKSHOP 10/16	GENERAL FUND	SPECIAL CLASSES	76.00
	PORTRAIT WORKSHOP 11/06	GENERAL FUND	SPECIAL CLASSES	87.75
	PORTRAIT WORKSHOP 11/13	GENERAL FUND	SPECIAL CLASSES	97.50
	TOTAL:			263.25
MARK HERNANDEZ	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL	GENERAL FUND	INVALID DEPARTMENT	180.00
	TOTAL:			180.00
MISC. VENDOR	DEBORAH GIANCASPRO	GENERAL FUND	NON-DEPARTMENTAL	80.00
	DEBORAH GIANCASPRO	GENERAL FUND	NON-DEPARTMENTAL	8.00
	SEYMOUR HELLICAR	GENERAL FUND	NON-DEPARTMENTAL	300.00

WARRANT 1/12/2022

VENDOR SORI KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PHUONG HUYNH	PHUONG HUYNH:REFUND	GENERAL FUND	NON-DEPARTMENTAL	210.00
CHESSA KABILING	CHESSA KABILING:REFUND	GENERAL FUND	NON-DEPARTMENTAL	150.00
MYISHA PARTRIDGE	MYISHA PARTRIDGE:REFUND	GENERAL FUND	NON-DEPARTMENTAL	38.00
RYAN GIDLEY	RYAN GIDLEY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	40.00
SUSAN GERROS	SUSAN GERROS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	100.00
MAI TRAN	MAI TRAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	73.00
MAI TRAN	MAI TRAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
DAVID BLOOM, MD	DAVID BLOOM, MD:REFUND	GENERAL FUND	NON-DEPARTMENTAL	1,275.00
CLAUDIA SHEA	REIMBURSEMENT- LOS AL BUCK AMERICAN RESCUE PL	AMERICAN RESCUE PL	INVALIDID DEPARTMENT	50.00
	TOTAL:			2,933.00
MIKE PLANT & ASSOCIATES, INC.	STREET FAIR- VINYL BANNER	GENERAL FUND	SPECIAL EVENTS	110.92
	TOTAL:			110.92
MUSTARDS S4A LLC	REIMBURSEMENT- LSO AL BUCK AMERICAN RESCUE PL	AMERICAN RESCUE PL	INVALIDID DEPARTMENT	1,340.00
	TOTAL:			1,340.00
NEWPORT EXTERMINATING	BAIT STATIONS (15)	GENERAL FUND	BUILDING MAINTENANCE	60.00
	TOTAL:			60.00
COMMUNITY MEDIA CORP.	PUBLISH ORD 2021-04	GENERAL FUND	CITY COUNCIL	1,055.00
	PUBLIC NOTICE (ORD 2021-05	GENERAL FUND	CITY COUNCIL	210.00
	PUBLIC NOTICE (ORD 2021-06	GENERAL FUND	CITY COUNCIL	200.00
	PUBLIC NOTICE (ORD 2021-07	GENERAL FUND	CITY COUNCIL	135.00
	TOTAL:			1,600.00
NORM'S AUTOMOTIVE CENTER, INC.	REPLACE FUEL TANK	GARAGE FUND	GARAGE	555.44
	REPLACE PASS SIDE FUEL PUM	GARAGE FUND	GARAGE	405.70
	TOTAL:			1,001.14
NORTH STAR LAND CARE	LANDSCAPE MAINTENANCE 12/2	GENERAL FUND	PARK MAINTENANCE	7,079.66
	TOTAL:			7,079.66
OPENCOV, INC.	TRANSPARENCY 11/21-11/22	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
	TOTAL:			3,000.00
ORANGE COUNTY TREASURER-TAX COLLECTOR	NPDES COST SHARE FY 21-22	GENERAL FUND	NPDES	16,070.04
	TOTAL:			16,070.04
P. L. PERRIN & ASSOCIATES	POLY EXAM C. ZAVALA	GENERAL FUND	NON-DEPARTMENTAL	265.00
	TOTAL:			265.00
PACIFIC ISLEMANAGEMENT SERVICES	POLICE PAY PHONE DSC/JAN	GENERAL FUND	COMMUNICATIONS TECHNOL	86.00
	TOTAL:			86.00
NIKOLAU ENTERPRISES, INC.	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL	AMERICAN RESCUE PL	INVALIDID DEPARTMENT	3,770.00
	TOTAL:			3,770.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK	GENERAL FUND	PARK MAINTENANCE	525.00
	TOTAL:			525.00
DIANA C. PEREZ	HOLLY JOLLY TODDLER WORKSH	GENERAL FUND	SPECIAL CLASSES	544.05
	TOTAL:			544.05
POWERTRIP RENTALS, LLC	WINTER WONDERLAND EQUIPME	GENERAL FUND	SPECIAL EVENTS	2,095.60
	CREDIT- INVOICE 135525	GENERAL FUND	SPECIAL EVENTS	230.50

WARRANT 1/12/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,865.00
PRINTHASTERS	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL INVALID DEPARTMENT			80.00
			TOTAL:	80.00
QUADIENT FINANCE USA, INC	POSTAGE	GENERAL FUND	FINANCE	367.54
			TOTAL:	367.54
MCENZIE RICKS	HOLIDAY COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	642.85
			TOTAL:	642.85
ROSSMOOR/LOS AL AREA SEWER	JAN/FEB/MAR 2022 PARKING R	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
			TOTAL:	1,500.00
SUSAN SAKS-CLIFFORD, PH.D.	PSYCHOLOGICAL EVAL. ROBERT	GENERAL FUND	NON-DEPARTMENTAL	450.00
	PSYCHOLOGICAL EVAL- CLABOR	GENERAL FUND	NON-DEPARTMENTAL	450.00
			TOTAL:	900.00
CHERYL J. SCHNITZER	LINE DANCE (BEG/INT) 12/06	GENERAL FUND	SPECIAL CLASSES	25.35
	LINE DANCE (BEG/INT) 12/13	GENERAL FUND	SPECIAL CLASSES	33.80
	LINE DANCE (BEG/INT)	GENERAL FUND	SPECIAL CLASSES	805.35
			TOTAL:	864.50
SIR SPEEDY	WINDOW ENVELOPES #10	GENERAL FUND	ADMINISTRATION	118.06
	WINDOW ENVELOPES #10	GENERAL FUND	FINANCE	118.05
	KIM & RODRIGUEZ	GENERAL FUND	PATROL	146.02
	GALLAUGHER & ARNOLD	GENERAL FUND	INVESTIGATION	146.03
	BUSINESS CARDS I.MONTENEGR	GENERAL FUND	COMMUNITY DEVEL ADMIN	62.27
	WINDOW ENVELOPES #10	GENERAL FUND	COMMUNITY DEVEL ADMIN	118.07
	LOS AL BUCK MAILER	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,657.74
	TRASH DOOR HANGERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	857.11
			TOTAL:	3,223.34
SITONE LANDSCAPE SUPPLY HOLDING, LLC	SOIL FOR COTTONWOOD PARK	GENERAL FUND	PARK MAINTENANCE	102.68
	SOIL FOR COTTONWOOD PARK	GENERAL FUND	PARK MAINTENANCE	134.68
	SAND BAGS FOR BUILDINGS/ R	GENERAL FUND	BUILDING MAINTENANCE	350.15
			TOTAL:	587.51
SOCAL AUTO & TRUCK PARTS INC.	OIL CHARGE FOR PW TRUCK/ D	GARAGE FUND	GARAGE	276.78
	WINDSHIELD WIPERS WORK TRU	GARAGE FUND	GARAGE	73.41
			TOTAL:	350.19
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGNS	GENERAL FUND	STREET MAINTENANCE	289.74
	BARKS	GENERAL FUND	PARK MAINTENANCE	24.32
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	196.08
			TOTAL:	510.14
SPARKLETTIS DRINKING WATER	SPARKLETTIS DRINKING WATER	GENERAL FUND	BUILDING MAINTENANCE	464.11
	SPARKLETTIS DRINKING WATER	GENERAL FUND	BUILDING MAINTENANCE	453.07
			TOTAL:	917.18
SPECTRUM SECURITY GROUP, LLC	PAD LOCKS AND KEYS	GENERAL FUND	BUILDING MAINTENANCE	71.12
	COMMON KEYS	GENERAL FUND	BUILDING MAINTENANCE	40.41
			TOTAL:	111.53
ST. OF CALIFORNIA DEPT. OF JUSTICE	FINGERPRINTS APPS (2)	11/2 GENERAL FUND	NON-DEPARTMENTAL	98.00

WARRANT 1/12/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	NON-EMPLOYEE FINGER PRINTS R. CAIBOC	GENERAL FUND GENERAL FUND	NON-DEPARTMENTAL NON-DEPARTMENTAL	32.00 32.00 162.00
	TACO SURF CANTINA INC	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL	INVALID DEPARTMENT	1,790.00
		TOTAL:		1,790.00
	COPPER BELLE INC.	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL	INVALID DEPARTMENT	1,470.00
		TOTAL:		1,470.00
	MONTOOTH CORP	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL	INVALID DEPARTMENT	790.00
		TOTAL:		790.00
	THEODORE WHEELER	CLAIM SETTLEMENT	NON-DEPARTMENTAL	1,323.59
		TOTAL:		1,323.59
	WEST PUBLISHING CORPORATION	DETECTIVES SOFTWARE 12/202	GENERAL FUND	292.78
		TOTAL:		292.78
	TIME WARNER CABLE	FIBER INTERNET	ADMINISTRATION	1,794.00
		CABLE SERVICES	ADMINISTRATION	63.15
		CABLE SVCS. 12/3/21-1/01/2	COMMUNICATIONS TECHNOL	69.46
		TOTAL:		1,866.61
	TRACY GUTIERREZ	4 POLYGRAPHS	NON-DEPARTMENTAL	900.00
		TOTAL:		900.00
	UNDERGROUND SERVICE ALERT OF SO CAL	LSR01 NEW TICKET CHARGE	STREET MAINTENANCE	28.16
		CA SITS FEES- TICKETS	STREET MAINTENANCE	15.68
		TOTAL:		43.83
	V & V MANUFACTURING, INC.	3 BADGES O'CONNELL, SUDA,	POLICE ADMINISTRATION	248.87
		TOTAL:		248.87
	VERIZON WIRELESS	HDC 1-8, 12/11/21 -01/10/2	PATROL	304.08
		PD JETPACK, 12/11/21 -01/1	PATROL	76.02
		CELL PHONE, 12/11/21 -01/1	PATROL	427.42
		DETEC CELL, 12/11/21 -01/1	INVESTIGATION	91.59
		CLO CHARGE, 12/11/21 -01/1	COMMUNITY OUTREACH	40.53
		EMERGENCY PRSP	EMERGENCY PREPAREDNESS	162.29
		ADMIN	COMMUNITY DEVEL ADMIN	40.01
		CORP DEVELOPAMENT	NEIGHBORHOOD PRESERVAI	30.02
		PUBLIC WORKS	STREET MAINTENANCE	243.18
		TOTAL:		1,415.14
	WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	BUILDING MAINTENANCE	316.24
		TOTAL:		316.24
	MICHELE M. WILKOSZ	ADVANCED GUITAR 10/08	SPECIAL CLASSES	17.55
		ADVANCED GUITAR 11/08	SPECIAL CLASSES	21.45
		ADVANCED GUITAR 11/16	SPECIAL CLASSES	23.40
		ADVANCED GUITAR 12/06	SPECIAL CLASSES	19.50
		ADVANCED GUITAR 12/13	SPECIAL CLASSES	11.70
		TOTAL:		53.60
	WILLIAM ENGINEERING	CITY ENGINEER	CITY ENGINEER	6,000.00

WARRANT 1/12/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	15,336.75
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	4,920.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	2,197.25
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	19,879.75
	C.D.B.G	C.D.B.G	CAPITAL PROJECTS	2,716.50
	STORM DRAIN MASTER PLAN	GAS TAX	CAPITAL PROJECTS	19,903.75
	SUBURBIA STREET PROJ.	MEASURE M	CAPITAL PROJECTS	195.00
	EMERGENCY GENERATOR	TECHNOLOGY REPLACE	CAPITAL PROJECTS	536.25
			TOTAL:	71,679.25
WOODRUFF, SPRADLIN & SMART	GENERAL ADV. 11/2021	GENERAL FUND	CITY ATTORNEY	20,631.61
	PROSECUTOR SVCS. 11/2021	GENERAL FUND	CITY ATTORNEY	1,551.00
			TOTAL:	22,182.61
WORLD TRADE PRINTING COMPANY	WORLD TRADE PRINTING COMPA	GENERAL FUND	SPECIAL EVENTS	208.59
	SPECIAL EVENT BANNERS	GENERAL FUND	SPECIAL EVENTS	101.14
	SPECIAL EVENT BANNERS	GENERAL FUND	SPECIAL EVENTS	27.19
			TOTAL:	336.92
THE YOUTH CENTER	REIMBURSEMENT - LOS AL BUC AMERICAN RESCUE PL	INVALID DEPARTMENT		390.00
			TOTAL:	390.00

FUND TOTALS	AMOUNT
10 GENERAL FUND	379,024.16
15 C.D.B.G	2,716.50
20 GAS TAX	19,903.75
26 MEASURE M	195.00
50 GARAGE FUND	2,826.51
53 TECHNOLOGY REPLACEMENT	536.25
54 SELF INSURANCE TRUST	1,638.51
56 AMERICAN RESCUE PLAN ACT	19,060.00
GRAND TOTAL:	419,900.68

WARRANT 1/26/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADMINISURE	WKR COMP CLAIM 12/21	SELF INSURANCE TRU INSURANCE		513.51
			TOTAL:	513.51
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 195 HRS@23	GENERAL FUND	TRAFFIC	4,668.30
			TOTAL:	4,668.30
ALLIANT INSURANCE SERVICES, INC.	LIAB INS 10/1-13/31/21	GENERAL FUND	COMMUNITY SERVICES	507.00
			TOTAL:	507.00
AMERICAN RENTALS	STUMP GRINDER RENTAL	GENERAL FUND	STREET MAINTENANCE	271.69
			TOTAL:	271.69
ERIC ARROYO	BACKGROUND RPTS	GENERAL FUND	NON-DEPARTMENTAL	3,600.00
			TOTAL:	3,600.00
ASCAP	SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	23.00
			TOTAL:	23.00
BORDIN SENNER, LLP	KEWANAWASSOC.VSCTY#3	SELF INSURANCE TRU INSURANCE		1,126.14
			TOTAL:	1,126.14
BRENT ARNOLD	TLO TRAINING	GENERAL FUND	POLICE ADMINISTRATION	20.00
			TOTAL:	20.00
CALIFORNIA BUILDING STANDARDS	CSSC GREEN FEES 3RD QTR 20	GENERAL FUND	NON-DEPARTMENTAL	56.00
	BLDG FEES	GENERAL FUND	NON-DEPARTMENTAL	5.60
			TOTAL:	50.40
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD DRAWS 12/21	GENERAL FUND	PATROL	129.54
			TOTAL:	129.54
CANON FINANCIAL SERVICES, INC.	11/21 METER	GENERAL FUND	RECREATION ADMINISTRAT	428.94
			TOTAL:	428.94
CHARLES ABBOTT ASSOCIATES, INC.	WOMP REVIEWS 11/21	GENERAL FUND	NON-DEPARTMENTAL	253.75
	WOMP REVIEWS 11/21	GENERAL FUND	NON-DEPARTMENTAL	72.50
	INTERIM CD DIR 12/21	GENERAL FUND	COMMUNITY DEVEL ADMIN	805.00
	BLDG PERMIT FEES	GENERAL FUND	BUILDING INSPECTION	17,520.51
	WOMP REVIEW 11/21	GENERAL FUND	NPDES	369.00
			TOTAL:	19,419.76
CINNAMON STIK-STOCK & STUFFERS INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	INVALID DEPARTMENT	550.00
			TOTAL:	550.00
CITY OF LONG BEACH	3RD QTR CONTRACT SVCS	GENERAL FUND	FINANCE	20,377.00
			TOTAL:	20,377.00
COUNTY OF ORANGE TREASURER-TAX	OCSD QTY 10/21-12/31/21	GENERAL FUND	COMMUNICATIONS TECHNOLOG	1,960.00
			TOTAL:	1,960.00
CROSTOWN ELECTRICAL & DATA, INC.	PREV. MAINT 06/21	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	1,470.00
DEPARTMENT OF CONSERVATION	DEPARTMENT OF CONSERVATION	GENERAL FUND	NON-DEPARTMENTAL	161.37
	BLDG PERMITS	GENERAL FUND	NON-DEPARTMENTAL	8.07
			TOTAL:	153.30

WARRANT 1/26/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ZEBERHARD EQUIPMENT	COTTONWOOD REHAB RENTAL	GENERAL FUND	PARK MAINTENANCE	2,305.85
	TOTAL:			2,305.85
EDDIE CHENG CORPORATION	LOS AL BUCKS REIMBURSEMENT AMERICAN RESCUE PL INVALID DEPARTMENT			290.00
	LOS AL BUCKS REIMBURSEMENT AMERICAN RESCUE PL INVALID DEPARTMENT			210.00
	TOTAL:			500.00
EFFICIENT LIGHTING & ELECTRIC	TENNIS COURT LIGHT REPAIR	GENERAL FUND	SPORTS	2,617.19
	TOTAL:			2,617.19
FIRE SERVICE CORP.	COMM CTR YEARLY CR	GENERAL FUND	BUILDING MAINTENANCE	1,329.35
	COMM CTR YEARLY CR	GENERAL FUND	BUILDING MAINTENANCE	757.30
	TOTAL:			1,986.65
FOR PURPOSE LAW GROUP	LEGAL SVCS TO FORM FOUNDAT	GENERAL FUND	CITY COUNCIL	2,500.00
	TOTAL:			2,500.00
FRONTIER COMMUNICATIONS	ALARM PHONE LINES	GENERAL FUND	COMMUNICATIONS TECHNOL	237.24
	TOTAL:			237.24
GALLS / QUARTERMASTER	NAMEPLATE/ROBERTS	GENERAL FUND	PATROL	22.03
	BOOTS/CRUZ	GENERAL FUND	PATROL	125.00
	CLASS A HAI/CRUZ	GENERAL FUND	PATROL	88.19
	UNIFORM EQUIP CRUZ	GENERAL FUND	PATROL	237.48
	HAG POUCH ROBERTS	GENERAL FUND	PATROL	53.47
	HAG POUCH CRUZ	GENERAL FUND	PATROL	48.12
	POLICE UNIFORM CRUZ	GENERAL FUND	PATROL	998.79
	NAMEPLATES CRUZ	GENERAL FUND	PATROL	22.03
	NAMEPLATE SUDA	GENERAL FUND	RECORDS	11.01
	UNIFORMS/SUDA	GENERAL FUND	RECORDS	57.31
	TOTAL:			1,663.42
GABRIEL LUMBER COMPANY	GRAFFITI SPLY	GENERAL FUND	STREET MAINTENANCE	22.98
	EXTRA KEYS	GENERAL FUND	PARK MAINTENANCE	46.89
	GARBAGE DISPOSAL/P.D.	GENERAL FUND	BUILDING MAINTENANCE	121.02
	INTERNET SPLY	GENERAL FUND	BUILDING MAINTENANCE	24.95
	BASEBOARD GLUE	GENERAL FUND	BUILDING MAINTENANCE	10.36
	RESTROOM KEY/P.D	GENERAL FUND	BUILDING MAINTENANCE	12.83
	ELEC PARTS P.W. SHOP	GARAGE FUND	GARAGE	30.87
	TOTAL:			269.90
GOLDEN STATE WATER COMPANY	CITY HALL	GENERAL FUND	STREET MAINTENANCE	756.75
	IRRIGATION	GENERAL FUND	STREET MAINTENANCE	721.26
	CMTR DWR	GENERAL FUND	STREET MAINTENANCE	1,199.09
	IRRIGATION	GENERAL FUND	STREET MAINTENANCE	628.25
	BURR	GENERAL FUND	STREET MAINTENANCE	60.86
	IRR PARQUAR	GENERAL FUND	PARK MAINTENANCE	270.44
	PARKWAY S/SIDE	GENERAL FUND	PARK MAINTENANCE	657.85
	IRRIGATION	GENERAL FUND	BUILDING MAINTENANCE	371.95
	COMM CTR	GENERAL FUND	BUILDING MAINTENANCE	843.86
	TOTAL:			5,610.33
JACK GRISWOLD	CPR ADULT	GENERAL FUND	SPECIAL CLASSES	46.16
	FIRST AID	GENERAL FUND	SPECIAL CLASSES	39.00
	TOTAL:			85.15

WARRANT 1/26/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HI-WAY SAFETY, INC.	STREET SIGNAGE	GENERAL FUND	STREET MAINTENANCE	2,523.80
	TOTAL:			2,523.80
HIRSCH & ASSOCIATES, INC.		GENERAL FUND	COMMUNITY DEVEL ADMIN	€ 375.00
	TOTAL:			€ 375.00
KESTER CORPORATION	CHAIN SAW & BLOWER SPLY	GENERAL FUND	STREET MAINTENANCE	74.01
	TOTAL:			74.01
JESSICA BORELLO	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	INVALID DEPARTMENT	140.00
	TOTAL:			140.00
KONICA MINOLTA PREMIER	COPPIER LEASE	GENERAL FUND	FINANCE	503.05
	COPPIER LEASE	GENERAL FUND	FINANCE	545.37
	TOTAL:			1,048.42
KONICA MINOLTA BUSINESS SOLUTIONS	PD LEASE	GENERAL FUND	POLICE ADMINISTRATION	189.74
	TOTAL:			189.74
LOS ALTOS TROPHY	COUNCIL NAME TAG	GENERAL FUND	RECREATION ADMINISTRAT	75.42
	TOTAL:			75.42
LOWE'S	XMAS DECO	GENERAL FUND	STREET MAINTENANCE	338.47
	XMAS DECO	GENERAL FUND	STREET MAINTENANCE	119.18
	TIE DOWNS	GENERAL FUND	STREET MAINTENANCE	31.38
	POINSETTIAS	GENERAL FUND	PARK MAINTENANCE	€28.33
	LOWE'S	GARAGE FUND	GARAGE	141.1€
	TOTAL:			1,358.52
MICHAEL BALLEET CONSULTING, LLC	BUSINESS ASSISTANCE	GENERAL FUND	NON-DEPARTMENTAL	3,38€.25
	TOTAL:			3,38€.25
MISC. VENDOR	NEVELLE ARANA	GENERAL FUND	NON-DEPARTMENTAL	51.00
	NEVELLE ARANA	GENERAL FUND	NON-DEPARTMENTAL	4.00
	CHRISTOPHER BAEK	GENERAL FUND	NON-DEPARTMENTAL	54.00
	CHRISTOPHER BAEK	GENERAL FUND	NON-DEPARTMENTAL	4.00
	CONNIE BALDWIN	GENERAL FUND	NON-DEPARTMENTAL	21€.00
	KRISTIN BROWNELL	GENERAL FUND	NON-DEPARTMENTAL	€0.00
	TAMMY CARLSON	GENERAL FUND	NON-DEPARTMENTAL	22€ .00
	OLIVER CRU	GENERAL FUND	NON-DEPARTMENTAL	2€0.00
	VIKI GUTIERREZ	GENERAL FUND	NON-DEPARTMENTAL	47.00
	NORSA HACKWORTH	GENERAL FUND	NON-DEPARTMENTAL	35.00
	LUCY JIANG	GENERAL FUND	NON-DEPARTMENTAL	3€0.00
	VANESSA KALMETA	GENERAL FUND	NON-DEPARTMENTAL	109.00
	VANESSA KALMETA	GENERAL FUND	NON-DEPARTMENTAL	5.00
	ALLIA KAROUT	GENERAL FUND	NON-DEPARTMENTAL	137.00
	ELIZABETH MALONE	GENERAL FUND	NON-DEPARTMENTAL	73.00
	ELIZABETH MALONE	GENERAL FUND	NON-DEPARTMENTAL	9.00
	JUAN MEJIA	GENERAL FUND	NON-DEPARTMENTAL	54.00
	JUAN MEJIA	GENERAL FUND	NON-DEPARTMENTAL	4.00
	NAI MIAO	GENERAL FUND	NON-DEPARTMENTAL	2€0.00
	NAI MIAO	GENERAL FUND	NON-DEPARTMENTAL	48.00
	STEPHANIE MURPHY	GENERAL FUND	NON-DEPARTMENTAL	198.00
	KRISTIN POOST	GENERAL FUND	NON-DEPARTMENTAL	70.00
	KRISTIN POOST	GENERAL FUND	NON-DEPARTMENTAL	9.00
	CHRISTINE TAPLA	GENERAL FUND	NON-DEPARTMENTAL	110.00

WARRANT 1/26/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HAI TRAN	TENNIS	GENERAL FUND	NON-DEPARTMENTAL	73.00
HAI TRAN	PROCESSING FEE	GENERAL FUND	NON-DEPARTMENTAL	5.00
JASON BRUTON	WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	167.49
WAYNE BYERLEY	WAYNE BYERLEY:REIMS	GARAGE FUND	GARAGE	220.30
	TOTAL:			2,776.49
ALAN MCCLINTOCK	MOBILE SERVER 2/22-2/23	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		912.00
	TOTAL:			912.00
NEWPORT EXTERMINATING	GENERAL PEST CONTROL	GENERAL FUND	BUILDING MAINTENANCE	175.00
	BAIT STATIONS	GENERAL FUND	BUILDING MAINTENANCE	60.00
	TOTAL:			235.00
COMMUNITY MEDIA CORP.	PUB NOTIC ORD 2021-06	GENERAL FUND	CITY COUNCIL	230.00
	PUB NOTICE ORD 2021-07	GENERAL FUND	CITY COUNCIL	240.00
	PUB NOTICE ORD 2021-05	GENERAL FUND	CITY COUNCIL	165.00
	113259 REP JANITORIAL	GENERAL FUND	STREET MAINTENANCE	425.00
	113468 CIP CDBG	C.D.B.G	CAPITAL PROJECTS	1,320.00
	TOTAL:			2,380.00
ONYX PAVING COMPANY INC	RETENTION 21-056R	GENERAL FUND	NON-DEPARTMENTAL	16,688.51
	RETENTION 21-023R	GENERAL FUND	NON-DEPARTMENTAL	4,970.00
	TOTAL:			21,658.51
ORANGE CO CHIEFS OF POLICE & SHERIFF'S	ORANGE CO CHIEFS OF POLICE	GENERAL FUND	POLICE ADMINISTRATION	200.00
	TOTAL:			200.00
PENINSULA SEPTIC SERVICE, INC.	DISPOSAL FEE	GENERAL FUND	PARK MAINTENANCE	525.00
	TOTAL:			525.00
PLUMBERS DEPOT INC.	POT HOLE PATCH MIX	GENERAL FUND	STREET MAINTENANCE	1,855.83
	TOTAL:			1,855.83
POWERTRIP RENTALS, LLC	WINTER WONDERLAND EQUIP	GENERAL FUND	SPECIAL EVENTS	351.86
	TOTAL:			351.86
PRINTMASTERS	PRESCHOOL BANDER	GENERAL FUND	SPECIAL CLASSES	35.00
	BANNERS	GENERAL FUND	SPECIAL EVENTS	240.00
	PSICALS	GENERAL FUND	SPECIAL EVENTS	38.24
	TOTAL:			313.24
PEDELEX TRAFFIC SYSTEMS, INC.	COMMUNICATION KATELLA & BL	GENERAL FUND	TRAFFIC	9,600.00
	TOTAL:			9,600.00
SUSAN SAKS-CLIFFORD, PH.D.	PSYCH EVAUL CRUZ	GENERAL FUND	NON-DEPARTMENTAL	450.00
	TOTAL:			450.00
SIR SPEEDY	BUSINESS CARDS	GENERAL FUND	PATROL	292.05
	BUSINESS CARDS/BRUCKI	GENERAL FUND	PATROL	73.01
	TOTAL:			365.06
SITONE LANDSCAPE SUPPLY HOLDING, LLC	STREZ TREE	GENERAL FUND	STREET MAINTENANCE	102.78
	COTTONWOOD REHAB	GENERAL FUND	PARK MAINTENANCE	134.68
	TOTAL:			237.46
SIXTY MINUTE SPECTACLES INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL	INVALID DEPARTMENT	220.00

WARRANT 1/26/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TOTAL:			220.00
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIG/LIGHTS	GENERAL FUND	STREET MAINTENANCE	19,456.30
	PARKS	GENERAL FUND	PARK MAINTENANCE	1,132.82
	MCAULIFFE PARK	GENERAL FUND		500.37
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	42.11
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	3,372.40
	COMM CTR	GENERAL FUND	BUILDING MAINTENANCE	2,583.48
	TOTAL:			27,087.48
ST. OF CALIFORNIA DEPT. OF JUSTICE	12/21 FINGERPRINT APPS	GENERAL FUND	NON-DEPARTMENTAL	132.00
	FINGERPRINTS	GENERAL FUND	NON-DEPARTMENTAL	32.00
	FINGERPRINTS	GENERAL FUND	NON-DEPARTMENTAL	32.00
	TOTAL:			196.00
STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE	GENERAL FUND	NPDES	10,602.00
	TOTAL:			10,602.00
SUNNY SLOPE TREES	STREET TREES	GENERAL FUND	STREET MAINTENANCE	387.90
	TOTAL:			387.90
RONALD DIZON	LOS ALBUQUERQUE REIMBURSEMENT	AMERICAN RESCUE PL	INVALID DEPARTMENT	260.00
	TOTAL:			260.00
THALES CONSULTING INC.	ANN. CITIES FIN. TRANS. FY	GENERAL FUND	FINANCE	1,300.00
	TOTAL:			1,300.00
NANCY K. BOHL INCORPORATED	CONTRACT SERV 11/21	GENERAL FUND	POLICE ADMINISTRATION	750.00
	TOTAL:			750.00
TIME WARNER CABLE	TIME WARNER CABLE	GENERAL FUND	ADMINISTRATION	39.99
	TIME WARNER CABLE	GENERAL FUND	ADMINISTRATION	489.18
	CABLE SERV 1/22-2/22	GENERAL FUND	COMMUNICATIONS TECHNOLOG	69.46
	TOTAL:			598.63
U. S. BANK	ADOBE	GENERAL FUND	NON-DEPARTMENTAL	14.99
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	17.97
	SENIOR PROG FOOD CERT	GENERAL FUND	NON-DEPARTMENTAL	10.20
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	162.73
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	10.00
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	109.90
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	32.97
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	11.38
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	10.00
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	60.74
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	39.99
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	207.33
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	161.69
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	17.98
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	32.16
	COUNCIL MTG	GENERAL FUND	CITY COUNCIL	106.98
	RESTOCK COUNCIL SPLY	GENERAL FUND	CITY COUNCIL	65.83
	PLAQUE/OUTGOING MAYOR	GENERAL FUND	CITY COUNCIL	98.52
	COUNCIL MTG	GENERAL FUND	CITY COUNCIL	113.62
	NAME PLATES	GENERAL FUND	CITY COUNCIL	30.28
	ADOBE	GENERAL FUND	ADMINISTRATION	50.98

WARRANT 1/26/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	AMAZON SPLY	GENERAL FUND	ADMINISTRATION	196.40
	AMAZON SPLY	GENERAL FUND	ADMINISTRATION	23.46
	AMAZON SPLY	GENERAL FUND	ADMINISTRATION	78.22
	CC REGISTER MEMBERSHIP	GENERAL FUND	ADMINISTRATION	10.00
	GRAPHIC DESIGN	GENERAL FUND	ADMINISTRATION	6.49
	ELECTION HANDBOOK	GENERAL FUND	ADMINISTRATION	260.68
	OFFICE SPLY	GENERAL FUND	ADMINISTRATION	164.15
	LCC MEMBERSHIP	GENERAL FUND	ADMINISTRATION	725.00
	ADOBE	GENERAL FUND	FINANCE	14.99
	W2 TRAINING	GENERAL FUND	FINANCE	150.00
	OFFICE SPLY	GENERAL FUND	FINANCE	103.33
	CERT OF ACHIEVEMENT	GENERAL FUND	FINANCE	460.00
	HOLIDAY STAFF LUNCHEON	GENERAL FUND	FINANCE	34.60
	GROUND HOSTING	GENERAL FUND	FINANCE	100.00
	OFFICE SPLY	GENERAL FUND	FINANCE	164.15
	COVID FACE MASKS	GENERAL FUND	POLICE ADMINISTRATION	65.50
	SPACE HEATER	GENERAL FUND	POLICE ADMINISTRATION	52.91
	ADOBE	GENERAL FUND	POLICE ADMINISTRATION	14.99
	OFFICE SPLY	GENERAL FUND	POLICE ADMINISTRATION	164.15
	ADOBT SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	14.99
	TONER	GENERAL FUND	POLICE ADMINISTRATION	238.49
	SHIPPING COST	GENERAL FUND	POLICE ADMINISTRATION	9.20
	CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	460.00
	SHIPPING FILE	GENERAL FUND	POLICE ADMINISTRATION	7.95
	DEPT PHOTOS	GENERAL FUND	POLICE ADMINISTRATION	49.57
	HOLIDAY DECOR	GENERAL FUND	POLICE ADMINISTRATION	45.23
	HOLIDAY DECOR	GENERAL FUND	POLICE ADMINISTRATION	18.06
	CAR SEAT BAGS	GENERAL FUND	POLICE ADMINISTRATION	366.48
	DEPT PHOTOS	GENERAL FUND	POLICE ADMINISTRATION	1,092.43
	SHIPPING/BADGES	GENERAL FUND	POLICE ADMINISTRATION	13.05
	RETIREMENT SPLY	GENERAL FUND	POLICE ADMINISTRATION	6.66
	RETIREMENT SPLY	GENERAL FUND	POLICE ADMINISTRATION	31.80
	RETIREMENT CARE	GENERAL FUND	POLICE ADMINISTRATION	24.81
	RETIREMENT SPLY	GENERAL FUND	POLICE ADMINISTRATION	21.54
	HOLIDAY DECOR	GENERAL FUND	POLICE ADMINISTRATION	57.84
	HOLIDAY DECOR	GENERAL FUND	POLICE ADMINISTRATION	11.13
	TASER INSTRUCTOR CLASS	GENERAL FUND	POLICE ADMINISTRATION	375.00
	MICROSOFT	GENERAL FUND	POLICE ADMINISTRATION	8.70
	HOTEL/TRAINING	GENERAL FUND	POLICE ADMINISTRATION	437.61
	TRAINING	GENERAL FUND	POLICE ADMINISTRATION	575.00
	AWARD	GENERAL FUND	POLICE ADMINISTRATION	76.45
	AWARD	GENERAL FUND	POLICE ADMINISTRATION	46.94
	AWARD	GENERAL FUND	POLICE ADMINISTRATION	33.65
	RETIREMENT DECOR	GENERAL FUND	POLICE ADMINISTRATION	31.50
	OFFICE SPLY	GENERAL FUND	POLICE ADMINISTRATION	11.03
	TONER	GENERAL FUND	PATROL	34.33
	PT GEAR/CRUZ	GENERAL FUND	PATROL	120.16
	PT GEAR/ROBERTS	GENERAL FUND	PATROL	275.84
	HAI/ROBERTS	GENERAL FUND	PATROL	278.84
	KITCHEN SPLY	GENERAL FUND	PATROL	107.99
	BOOKS	GENERAL FUND	PATROL	97.18
	BOOKS	GENERAL FUND	PATROL	43.68
	BOOKS	GENERAL FUND	PATROL	27.38
	LABELS	GENERAL FUND	PATROL	16.80
	PROPERTY & EVIDENCE	GENERAL FUND	RECORDS	54.43
				55.78

VENDOR SORT KEY

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CASE FILING JACKETS	GENERAL FUND	RECORDS	409.10
WINTER WONDERLAND SPLY	GENERAL FUND	COMMUNITY OUTREACH	53.83
WINTER WONDERLAND SPLY	GENERAL FUND	COMMUNITY OUTREACH	6.47
USPS	GENERAL FUND	COMMUNITY DEVEL ADMIN	290.00
XMAS DECO	GENERAL FUND	COMMUNITY DEVEL ADMIN	124.58
CARDSTOCK	GENERAL FUND	COMMUNITY DEVEL ADMIN	230.03
XMAS DECO	GENERAL FUND	COMMUNITY DEVEL ADMIN	48.27
XMAS DECO	GENERAL FUND	COMMUNITY DEVEL ADMIN	187.26
XMAS DECO	GENERAL FUND	COMMUNITY DEVEL ADMIN	83.16
XMAS DECO	GENERAL FUND	COMMUNITY DEVEL ADMIN	55.44
XMAS DECO REFD	GENERAL FUND	COMMUNITY DEVEL ADMIN	18.48-
OFFICE SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	54.61
OFFICE SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	10.48
OFFICE SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	91.97
USPS	GENERAL FUND	COMMUNITY DEVEL ADMIN	104.40
STAFF HOLIDAY DECO	GENERAL FUND	COMMUNITY DEVEL ADMIN	31.80
OFFICE SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.76
XMAS REFD	GENERAL FUND	COMMUNITY DEVEL ADMIN	55.44-
XMAS REFD	GENERAL FUND	COMMUNITY DEVEL ADMIN	27.72-
XMAS REFD	GENERAL FUND	COMMUNITY DEVEL ADMIN	22.92-
XMAS REFD	GENERAL FUND	COMMUNITY DEVEL ADMIN	29.71-
XMAS REFD	GENERAL FUND	COMMUNITY DEVEL ADMIN	18.56-
HOLIDAY SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	15.28-
XMAS REFD	GENERAL FUND	COMMUNITY DEVEL ADMIN	25.00
HOLIDAY PARTY SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	14.07-
OFFICE SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	131.10
INTERNET SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	166.32
PLATE/BADGE MONTENEGRO	GENERAL FUND	COMMUNITY DEVEL ADMIN	13.65
OFFICE SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	28.07
OFFICE SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	160.11
OFFICE SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	164.15
HOLIDAY PARTY DEPOSIT	GENERAL FUND	COMMUNITY DEVEL ADMIN	500.00
OFFICE SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	148.00
YOUTH CTR TREE LOT	GENERAL FUND	COMMUNITY DEVEL ADMIN	446.83
HOLIDAY DECO	GENERAL FUND	COMMUNITY DEVEL ADMIN	361.92
HOLIDAY FOOD	GENERAL FUND	COMMUNITY DEVEL ADMIN	679.65
OFFICE SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	405.90
COMPUTER DESK SET	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,223.59
COMPUTER SPLY	GENERAL FUND	COMMUNITY DEVEL ADMIN	18.39
CONT EDUC	GENERAL FUND	NEIGHBORHOOD PRESERVAI	106.00
CONT EDUC	GENERAL FUND	NEIGHBORHOOD PRESERVAI	106.00
OFFICE SPLY	GENERAL FUND	PUBLIC WORKS ADMIN	164.15
XMAS PLANTS	GENERAL FUND	STREET MAINTENANCE	77.41
XMAS LIGHTING	GENERAL FUND	STREET MAINTENANCE	65.66
STREET TREE BOOK	GENERAL FUND	STREET MAINTENANCE	35.00
GROUND COVER PLANTS	GENERAL FUND	STREET MAINTENANCE	570.94
OFFICE SPLY	GENERAL FUND	STREET MAINTENANCE	1,086.66
HOLIDAY DISPLAY	GENERAL FUND	PARK MAINTENANCE	1,433.20
HOLIDAY DISPLAY	GENERAL FUND	PARK MAINTENANCE	120.16
HOLIDAY DECO	GENERAL FUND	PARK MAINTENANCE	249.51
COMB CTR CLEANING	GENERAL FUND	BUILDING MAINTENANCE	495.00
PH SPLY	GENERAL FUND	BUILDING MAINTENANCE	89.22
PORTABLE HEATER	GENERAL FUND	RECREATION ADMINSTRAT	33.42
OFFICE SPLY	GENERAL FUND	RECREATION ADMINSTRAT	76.37
OFFICE SPLY	GENERAL FUND	RECREATION ADMINSTRAT	33.86
OFFICE SPLY	GENERAL FUND	RECREATION ADMINSTRAT	22.97

WARRANT 1/26/2022

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	61.60
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	35.64
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	40.99
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	83.03
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	17.16
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	164.15
DUES/ROOM	GENERAL FUND	RECREATION ADMINISTRAT	15.74
DIRECT TV EOC	GENERAL FUND	RECREATION ADMINISTRAT	61.34
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	199.95
WINTER WONDERLAND	GENERAL FUND	RECREATION ADMINISTRAT	23.04
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	224.97
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	69.60
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	25.12
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	209.76
OFFICE SPLY	GENERAL FUND	RECREATION ADMINISTRAT	19.71
SUBSCRIPTION- ADOBE	GENERAL FUND	RECREATION ADMINISTRAT	14.99
SUBSCRIPTION- MAILCHIMP	GENERAL FUND	RECREATION ADMINISTRAT	430.00
SUBSCRIPTION- ADOBE	GENERAL FUND	RECREATION ADMINISTRAT	29.99
HAPPY HOLIDAY CARD	GENERAL FUND	RECREATION ADMINISTRAT	150.15
SUBSCRIPTION- APPLE STORAG	GENERAL FUND	RECREATION ADMINISTRAT	9.99
GROCERY PROGRAM	GENERAL FUND	COMMUNITY SERVICES	255.00
XMAS DECO	GENERAL FUND	COMMUNITY SERVICES	108.75
XMAS DECO	GENERAL FUND	COMMUNITY SERVICES	145.85
XMAS DECO	GENERAL FUND	COMMUNITY SERVICES	9.90
XMAS DECO	GENERAL FUND	COMMUNITY SERVICES	27.54
DAY CAMP SPLY	GENERAL FUND	DAY CAMP	13.06
DAY CAMP SPLY	GENERAL FUND	DAY CAMP	88.14
DAY CAMP SPLY	GENERAL FUND	DAY CAMP	156.65
DAY CAMP SPLY	GENERAL FUND	DAY CAMP	15.28
DAY CAMP SPLY	GENERAL FUND	DAY CAMP	69.34
DAY CAMP SPLY	GENERAL FUND	DAY CAMP	24.02
DAY CAMP SPLY	GENERAL FUND	DAY CAMP	15.25
DAY CAMP SPLY	GENERAL FUND	DAY CAMP	15.28
DAY CAMP SPLY	GENERAL FUND	DAY CAMP	65.54
DAY CAMP SPLY	GENERAL FUND	DAY CAMP	11.96
YOUTH BASKETBALL	GENERAL FUND	SPORTS	21.55
YOUTH SPORTS SPLY	GENERAL FUND	SPORTS	24.54
YOUTH SPORTS	GENERAL FUND	SPORTS	127.99
ADULT SPORTS SPLY	GENERAL FUND	SPORTS	972.51
SUBSCRIPTION- TEAM	GENERAL FUND	SPORTS	1,099.00
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	37.33
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	30.75
SPEC INT CLASS SPLY	GENERAL FUND	SPECIAL CLASSES	38.50
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	92.70
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	55.69
KIDS SOFA/PRESCHOOL	GENERAL FUND	SPECIAL CLASSES	163.86
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	90.66
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	10.91
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	15.80
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	34.44
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	7.72
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	86.40
MASTER CHEF CLASS SPLY	GENERAL FUND	SPECIAL CLASSES	33.37
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	8.73
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	54.61
PRESCHOOL SPLY HOLIDAY HEA	GENERAL FUND	SPECIAL CLASSES	55.68

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PRESCHOOL SPLY TWO STEP ST	GENERAL FUND	SPECIAL CLASSES	43.69
SPEC INT CLASS MASTERCHEF	GENERAL FUND	SPECIAL CLASSES	45.06
PRESCH SPLY STEP STOOLS	GENERAL FUND	SPECIAL CLASSES	97.20
SPEC CLASS MASTERCHEF	GENERAL FUND	SPECIAL CLASSES	24.81
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	69.81
COMM CTR BREAK TABLE	GENERAL FUND	SPECIAL CLASSES	475.23
PRESCHOOL SPLY	GENERAL FUND	SPECIAL CLASSES	33.56
COMM CTR SPLY	GENERAL FUND	SPECIAL CLASSES	9.88
SPLY CREDIT	GENERAL FUND	SPECIAL CLASSES	7.64
FACILITY SPLY	GENERAL FUND	SPECIAL CLASSES	18.38
FACILITY SPLY	GENERAL FUND	SPECIAL CLASSES	5.78
FACILITY SPLY	GENERAL FUND	SPECIAL CLASSES	42.47
WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	79.68
WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	25.77
WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	16.79
WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	46.65
SPEAKER PODIUM	GENERAL FUND	SPECIAL EVENTS	388.62
PARTNER PROGRAM BROCHURE	GENERAL FUND	SPECIAL EVENTS	837.00
PARTNER PROGRAM BROCHURE	GENERAL FUND	SPECIAL EVENTS	455.96
PARTNER PROGRAM DECALS	GENERAL FUND	SPECIAL EVENTS	139.84
SPEC KVENT ST FAIR	GENERAL FUND	SPECIAL EVENTS	300.00
WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	401.80
WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	255.61
TOY DRIVE	GENERAL FUND	SPECIAL EVENTS	471.11
SPEC EVENT HOLIDAY CONTEST	GENERAL FUND	SPECIAL EVENTS	44.59
SPEC EVENT SPLY	GENERAL FUND	SPECIAL EVENTS	14.19
WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	39.33
WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	21.53
WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	246.14
SPEC EVENT	GENERAL FUND	SPECIAL EVENTS	240.35
RACE LOS AL WEBSITE	GENERAL FUND	SPECIAL EVENTS	525.00
SPECIAL EVENTS	GENERAL FUND	SPECIAL EVENTS	1,219.23
SHOP SPLY	GARAGE FUND	GARAGE	101.90
CREDIT STORAGE DISKS	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		190.14
STORAGE DISKS CREDIT	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		204.58
OFFICE SPLY	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		64.78
		TOTAL:	32,558.34
UNITED STATES POSTMASTER	MAILING SPRING 2022 ACTIVI GENERAL FUND	RECREATION ADMINSTRAT	1,709.23
		TOTAL:	1,709.23
V & V MANUFACTURING, INC.	CLASS A HAT 3 RECRUIT GENERAL FUND	POLICE ADMINISTRATION	366.86
	CORP FLAT BADGE RODRIGUEZ GENERAL FUND	POLICE ADMINISTRATION	432.30
		TOTAL:	997.43
VERITONE, INC	RIPA APP GENERAL FUND	POLICE ADMINISTRATION	1,900.00
		TOTAL:	1,900.00
VOYAGER FLEET SYSTEMS, INC.	FUEL GARAGE FUND	GARAGE	6,052.92
	TAX ADJ GARAGE FUND	GARAGE	231.96
		TOTAL:	5,860.97
MAXIE'S ENTERPRISES INC.	JANITOR SPLY GENERAL FUND	BUILDING MAINTENANCE	83.14
		TOTAL:	83.14

WARRANT 1/26/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WOODRUFF, SPRADLIN & SMART	ADVISORY 12/21	GENERAL FUND	CITY ATTORNEY	15,257.00
	PROSECUTOR SVCS	GENERAL FUND	CITY ATTORNEY	3,760.00
	TOTAL:			19,017.00
WORLD TRADE PRINTING COMPANY	BANNERS WINTER WONDERLAND	GENERAL FUND	SPECIAL EVENTS	336.92
	TOTAL:			336.92

FUND TOTALS	
10 GENERAL FUND	222,109.89
15 C.E.B.G	1,320.00
50 GARAGE FUND	6,854.90
53 TECHNOLOGY REPLACEMENT	582.06
54 SELF INSURANCE TRUST	1,639.65
56 AMERICAN RESCUE PLAN ACT	1,670.00
GRAND TOTAL:	233,676.50

Retirees Medical Reimbursement

Date: February 01, 2022

Number of Transactions: 17

Total Batch: \$9,904.30

Payroll 01/07/2022

-----DEPARTMENT RECAP-----									
DEPT NO#	REGULAR	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET
10-510 City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$0.00	\$56.98	\$13.40	\$852.82
10-511 City Manager/ City Clerk	\$4,654.96	\$21,560.78	\$0.00	\$0.00	\$5,461.39	\$11,444.41	\$2,506.03	\$4,802.42	\$14,250.33
10-512 Finance	\$2,519.56	\$1,154.00	\$0.00	\$0.00	\$4,093.94	\$4,551.50	\$1,023.60	\$1,157.95	\$8,972.45
10-521 Police Administration	\$10,155.11	\$48,233.30	\$0.00	\$0.00	\$33,085.30	\$4,992.89	\$3,486.79	\$15,289.95	\$29,456.56
10-522 Police- Patrol	\$43,782.06	\$65,002.89	\$9,284.13	\$0.00	\$8,309.15	\$3,627.55	\$11,135.20	\$9,448.04	\$44,419.65
10-523 Police- Investigation	\$8,537.34	\$17,285.79	\$4,098.13	\$0.00	\$3,501.06	\$1,149.26	\$3,776.97	\$3,061.10	\$10,447.72
10-524 Police- Records	\$2,205.50	\$8,846.83	\$460.69	\$0.00	\$518.00	\$5,662.64	\$482.94	\$1,236.49	\$7,127.40
10-526 Police- Community Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10-528 Police- Traffic	\$0.00	\$1,540.00	\$0.00	\$0.00	\$0.00	\$1,540.00	\$77.75	\$13.16	\$1,449.09
10-529 Police- Emergency Preparedness	\$0.00	\$1,630.00	\$0.00	\$0.00	\$0.00	\$1,630.00	\$0.00	\$386.57	\$1,243.43
10-531 Development Services- Administration	\$3,076.80	\$14,375.03	\$0.00	\$0.00	\$4,896.23	\$6,400.00	\$1,663.11	\$2,863.25	\$9,886.67
10-532 Development Services- Planning	\$809.40	\$4,816.70	\$0.00	\$0.00	\$1,214.10	\$2,793.20	\$613.04	\$637.91	\$3,565.75
10-533 Development Services- Neighborhood Preservation	\$0.00	\$3,753.24	\$0.00	\$0.00	\$0.00	\$3,753.24	\$140.75	\$349.04	\$3,263.45
10-542 Development Services- Street Maintenance	\$2,951.30	\$10,758.82	\$587.30	\$0.00	\$2,757.20	\$4,463.02	\$1,794.74	\$1,072.48	\$7,691.60
10-543 Development Services- Park Maintenance	\$0.00	\$3,276.20	\$0.00	\$0.00	\$1,579.00	\$1,699.20	\$27.24	\$226.46	\$2,522.50
10-544 Development Services- Facility Maintenance	\$1,379.84	\$2,199.48	\$203.28	\$0.00	\$0.00	\$616.36	\$133.99	\$39.48	\$2,026.01
10-551 Recreation Administration	\$5,523.00	\$20,056.29	\$0.00	\$0.00	\$4,921.50	\$8,611.79	\$3,313.89	\$2,624.32	\$13,918.08
10-556 Recreation- Sports	\$0.00	\$8,128.50	\$0.00	\$0.00	\$28.00	\$8,100.50	\$304.83	\$330.95	\$7,492.72
TOTALS	\$87,519.09	\$243,543.05	\$14,653.53	\$0.00	\$70,356.87	\$71,035.56	\$31,239.85	\$43,554.97	\$168,748.23

REGULAR INPUT: 98 MANUAL INPUT: 0 CHECK STUB COUNT: 3 DIRECT DEPOSIT STUB COUNT: 96

Payroll 1/21/2022

DEPARTMENT RECAP									
DEPT NO#	REGULAR	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET
10-510 City Council	\$923.20	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$56.98	\$13.40	\$852.82
10-511 City Manager/ City Clerk	\$17,807.55	\$17,807.55	\$14,480.82	\$0.00	\$1,605.28	\$1,721.45	\$2,517.20	\$2,927.41	\$12,362.94
10-512 Finance	\$11,064.00	\$11,064.00	\$9,309.59	\$0.00	\$2,255.42	\$500.00	\$1,023.60	\$1,128.10	\$9,912.30
10-521 Police Administration	\$23,281.61	\$23,281.61	\$22,432.38	\$0.00	\$129.23	\$700.00	\$2,035.33	\$3,997.44	\$17,208.84
10-522 Police- Patrol	\$84,497.70	\$84,497.70	\$45,219.47	\$15,218.56	\$7,097.93	\$16,972.74	\$12,114.36	\$14,573.67	\$57,809.67
10-523 Police- Investigation	\$18,817.28	\$18,817.28	\$9,719.48	\$2,829.38	\$2,137.32	\$4,131.10	\$3,671.40	\$3,112.77	\$12,033.11
10-524 Police- Records	\$8,146.97	\$8,146.97	\$3,614.78	\$0.00	\$1,130.83	\$3,401.36	\$476.22	\$1,072.14	\$6,598.61
10-526 Police- Community Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10-528 Police- Traffic	\$2,760.30	\$2,760.30	\$0.00	\$0.00	\$0.00	\$2,760.30	\$123.52	\$101.22	\$2,535.56
10-529 Police- Emergency Preparedness	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10-531 Development Services- Administration	\$15,494.18	\$15,494.18	\$10,995.96	\$84.18	\$3,564.04	\$850.00	\$1,753.11	\$3,179.79	\$10,561.28
10-532 Development Services- Planning	\$6,192.28	\$6,192.28	\$2,579.96	\$0.00	\$657.64	\$2,954.68	\$690.74	\$700.08	\$4,801.46
10-533 Development Services- Neighborhood Preservation	\$3,608.62	\$3,608.62	\$0.00	\$0.00	\$437.25	\$3,171.37	\$135.32	\$313.32	\$3,159.98
10-542 Development Services- Street Maintenance	\$9,716.52	\$9,716.52	\$4,944.18	\$0.00	\$4,189.42	\$582.92	\$1,794.74	\$868.57	\$7,053.21
10-543 Development Services- Park Maintenance	\$3,877.68	\$3,877.68	\$2,210.60	\$0.00	\$679.20	\$798.40	\$527.24	\$329.75	\$3,020.69
10-544 Development Services- Facility Maintenance	\$1,996.20	\$1,996.20	\$591.36	\$189.48	\$1,379.84	\$25.00	\$133.99	\$32.06	\$1,830.15
10-551 Recreation Administration	\$19,906.29	\$19,906.29	\$13,074.02	\$0.00	\$5,237.18	\$1,595.09	\$3,513.78	\$2,557.35	\$13,835.05
10-556 Recreation- Sports	\$15,139.99	\$15,139.99	\$0.00	\$0.00	\$242.79	\$14,897.20	\$567.78	\$783.86	\$13,788.35
TOTALS	\$243,210.37	\$243,210.37	\$139,093.79	\$18,321.60	\$30,733.37	\$55,661.61	\$31,155.42	\$35,690.93	\$176,364.02

REGULAR INPUT: 98 MANDAL INPUT: 0 CHECK STUB COUNT: 3 DIRECT DEPOSIT STUB COUNT: 96

BENEFITS & WITHHOLDINGS

	Employee	Employer	Employee	Employer
Fed Taxes	\$30,116.10	\$26,822.86		\$3,295.24
State Taxes	\$8,868.07			
ICMA	\$3,691.05			
Local Police Reserves	\$20.00			
PD Association	\$1,312.70			
Local Employees Assoc	\$320.00			
Nationwide - Full Time	\$1,115.00			
Nationwide - PT	\$2,369.68			
PERs Deferred Comp	\$1,330.98	\$1,184.84		\$1,184.84
PERs	\$41,214.63	\$15,860.10		\$25,354.73
AFTAC	\$123.30			
PERs Medical	\$62,061.68			
Delta Dental PPO	\$3,906.82			
Delta Dental RMO	\$306.18			
VSP Vision	\$787.63			
Standard Self Admin	\$1,641.22			
Standard Life Optional	\$354.65			
TOTALS	\$159,541.89	\$43,867.80		\$29,834.81

DEDUCTIONS GRAND TOTALS

DESC	REG	AMOUNT	CD	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3,326.48	\$139,093.79	125	I-125	\$551.17		FED W/H	\$214,390.81	\$23,527.62	
PTRG	1,384.00	\$27,270.26	129	I-129	\$398.47		ST WH CA	\$214,390.81	\$8,868.07	
PHSO	60.50	\$2,117.50	AFP	AFLPT	\$45.91		MEDI	\$227,257.08	\$3,295.24	\$3,295.24
OT	6.00	\$273.66	CNP	CLOAN	\$158.09					
OTS	206.15	\$16,961.46	DCI	DCICM	\$3,542.60					
CTOF	4.00	\$374.04	DCN	DCNW	\$1,115.00					
STBY	8.00	\$712.44	DCF	DCPRS		\$208.40				
CAR	0.00	\$1,100.00	DD1	DFPOL		\$222.65				
CERT	0.00	\$45.09	DD2	DFPO2		\$534.32				
PFPC	0.00	\$132.92	DD3	DFPO3		\$8.11				
MEDR	0.00	\$5,250.00	DD4	DDMO1		\$29.24				
SEAS	0.00	\$582.84	DD5	DDMO2		\$108.15				
SFSK	0.00	\$340.40	DD6	DDMO3						
OCWD	0.00	\$250.00	DIS	DISAF	\$15.74					
OCME	0.00	\$160.00	DLI	DCLIC	\$148.45					
UNIF	0.00	\$15,100.00	DEF	DCIPE	\$80.22					
UNIF	0.00	\$100.00	LAR	LARAD	\$20.00					
RTRD	0.00	\$512.53	LEA	LAEAD	\$320.00					
ADML	114.25	\$6,578.99	LIF	LIFE	\$178.29					
COMP	22.33	\$833.96	LTD	A.LTD	\$102.37					
EAU	30.00	\$1,511.40	MED	MDINS	\$4,856.70					
EAA	42.00	\$-	PBB	PRBBB	\$481.97	\$18,183.86				
COMA	12.00	\$-	PC2	PRC2R	\$14.01					
FHFO	7.00	\$281.12	PN1	PEPME	\$2,709.27					
SICK	496.07	\$16,032.84	PNZ	PEPFR		\$3,032.41				
VAC	105.00	\$5,365.83	PN3	PEPSE	\$4,666.97					
POST4	0.00	\$55.00	PN4	PEPSR		\$4,713.67				
POST5	0.00	\$200.00	POS	POAS						
POST7	0.00	\$1,502.60	PR0	PRM4B	\$1,312.70					
POST8	0.00	\$332.47	PR2	PRSMR	\$1,693.35					
FOVA	1.69	\$129.23	PR4	PRSSR		\$6,707.78				
			PR5	PRSE4	\$1,653.75	\$10,886.86				
			PR6	PRSAF	\$2,478.76					
			PR7	PRM4	\$1,077.16					
			PR8	PRMAF	\$1,057.02					
			RTP	RT-PT	\$1,184.84	\$1,184.84				
			SUR	SURV1	\$41.85					
			V81	VIS11	\$63.84					
			V82	VIS12	\$45.78					
			V83	VIS13	\$109.76					
Totals	5,825.47	\$ 243,210.37			\$31,155.42	\$46,039.67			\$ 35,690.93	\$3,295.24

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 9A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Windmera Quintanar, MMC, City Clerk

Subject: Public Hearing #3 to Receive Input on the Draft Revised City Council District Boundaries

SUMMARY

Pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware of the redistricting effort and are provided with options to participate. The deadline for cities to complete the redistricting process is April 17, 2022.

RECOMMENDATION

1. Open the public hearing to receive public input on district boundaries; and,
2. Review draft maps to redraw district boundaries and provide input to Staff.

BACKGROUND

On May 11, 2018, the City Council adopted Resolution No. 2018-08 declaring its intent to initiate proceedings to transition the City from at-large to district-based Council Member elections pursuant to Elections Code Section 10010 and Government Code Section 34886. The City Council subsequently held five public hearings to solicit feedback and review City Council district maps submitted by the public. On July 16, 2018, the City Council introduced and on July 30, 2018, adopted Ordinance 2018-05, with the Green for the newly created City Council District boundaries.

Following the early resignation of a Council Member, Ordinance No. 2020-02 was adopted to amend the Districting Ordinance to provide for the election of three Councilmembers by district in 2020, with two Councilmembers elected by district in 2022.

After the transition to the district-based election system, the city was geographically divided into five separate districts, each represented by one Council Member who was chosen by the electors residing in that particular district.

On May 17, 2021, the City Council approved an agreement with National Demographics Corporation, Inc. for Professional Demographer Services to assist in facilitating City Council District Map revisions.

The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020. The deadline for cities with November elections to adopt the final District Map is April 17, 2022 (205 days before the election). If this deadline is passed, the County Superior Court will adopt the district boundaries for the city.

Under the Act, the Council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21601(c) for general law cities / 21621(c) for charter cities):

- Comply with the federal requirements of equal population and the Voting Rights Act
- Geographically contiguous
- Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together)
- Easily identifiable boundaries
- Compact (do not bypass one group of people to get to a more distant group of people)
- Shall not favor or discriminate against a political party

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

- Minimize the number of voters delayed from voting in 2022 to 2024
- Respect voters’ choices / continuity in office
- Future population growth

The City must ensure compliance with the following state and federally-mandated criteria:

- Each district shall contain a nearly equal population.
- Each district shall be drawn in a manner that complies with the Federal Voting Rights Act.
- Each district shall not be drawn with race as the predominate factor in violation of the principles established by the U.S. Supreme Court in Shaw v. Reno, 509 U.S. 630 (1993), and its progeny.

After meeting those requirements, the idea of districts is to achieve goals including respect for communities of interest. A community of interest is a neighborhood or group that would benefit from being in the same district because of shared interests, views, or characteristics. Possible community features include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;
- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities, or legislative/election concerns; and
- E. Shared demographic characteristics, such as:
 - a. Similar levels of income, education, or linguistic insolation
 - b. Languages spoken at home
 - c. Single-family and multi-family housing unit areas

Public Hearings

By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps:

- At least one hearing must occur before the city or county draws draft maps
- At least two hearings must happen after the drawing of draft maps
- The fourth hearing can happen either before or after the drawing of draft maps
- City or county staff or consultants may hold a public workshop instead of one of the required public redistricting hearings

To increase the accessibility of these hearings, cities and counties must take the following steps:

- At least one hearing must occur on a Saturday, Sunday, or after 6 p.m. on a weekday
- If a redistricting hearing is consolidated with another local government meeting, the redistricting hearing portion must begin at a pre-designated time
- Local public redistricting hearings should be made accessible to people with disabilities

On January 18, 2022, and February 7, 2022, the City Council held the first and second of its four required public hearings in the redistricting process, taking input from the public and providing feedback to NDC. This is the third of the four public hearings required by the FAIR MAPS Act.

The fourth public hearing is scheduled for a Special City Council meeting of March 7, 2022 at 6:00 p.m., at which time the City Council is expected to identify and introduce an ordinance to adopt its preferred map. That ordinance would then be adopted at the City Council's Regular meeting to be held on March 21, 2022.

Community Outreach

The City has engaged in outreach efforts to inform the public about the process to redraw the district elections lines. The Public Hearing Notice for the hearings was published in English, Spanish, Korean, and Vietnamese in the News Enterprise. The notices were posted on the City's website, on the posting board at City Hall, and posted to the City's social media outlets including Facebook, Twitter, and Nextdoor.com.

The City's website, <https://ca-losalamitos.civicplus.com/445/2022-Redistricting>, contains all notices, flyers, Staff reports, presentations, and meeting recordings. Before each public hearing an additional notice is published to the City's Social Media sites. The information has also been included in the City's Weekly newsletter.

DISCUSSION

The purpose of this third public hearing is to review and discuss draft maps of proposed districts that have been submitted by members of the community and by the City's consultant National Demographics Corporation (NDC). This hearing transitions from the earlier hearings' purpose of informing the public about the districting process and hearing from the community on what factors should be taken into consideration while creating district boundaries, to a new focus on the specific boundary lines of the draft maps.

Draft Maps

Maps must be population-balanced to be considered for potential adoption. Resident submitted maps and draft maps were posted on the City's website on February 21, 2022. Notice advising draft maps were available was posted on the City's Facebook and Nextdoor.com page and sent to the local papers.

The public submitted one map. NDC has created three district sequencing scenarios for review by the City Council and the public. A representative from NDC will lead a review of the draft maps and answer questions. Part of this process will include looking at different scenarios and various ways to divide the districts.

Based on comments received at or in advance of the third Public Hearing, NDC will refine the proposed maps for final consideration during the fourth Public Hearing on March 7, 2022.

Received Comments

At the January 18, 2022 Public Hearing, Council raised concerns regarding the ability to account for future population growth. A list of known planned and approved developments has been provided to NDC for consideration.

At the same Hearing, concerns were stated regarding the amount of available single-housing units in District 1.

No comments were received at Public Hearing #2.

Next Steps

Tonight the City Council will conduct Public Hearing #3 to seek public input and provide direction on the redrawn draft district maps. Topics for discussion can include:

- How well do the draft maps comply with the Fair Maps Act?
- What do you like about (parts of) each map? What works in each option?
- Council may eliminate maps, request additional maps or tests, and provide additional direction to the demographer

Following tonight's Public Hearing, the initial draft maps and any possible new or revised maps will be discussed at the Public Hearing #4 on March 7, 2022.

On March 7, 2022, Public Hearing #4, the City Council will be requested to select a preferred map. Direction regarding the final map should not be given prior to opening Public Hearing #4. An Ordinance to adopt the preferred district will be introduced.

Adoption of the Ordinance is scheduled to occur on March 21, 2022, and the City Clerk and demographer will then work with the County Elections Division to have the district maps integrated into the countywide voting system. This adoption meets the April 17, 2022 deadline and the new district boundaries will be effective for the November 8, 2022 General Municipal Election.

FISCAL IMPACT

Sufficient funds have been budgeted in the Election Expense Account, 10.511.5233.

Submitted by: Windmera Quintanar, MMC, City Clerk

Approved by: Chet Simmons, City Manager

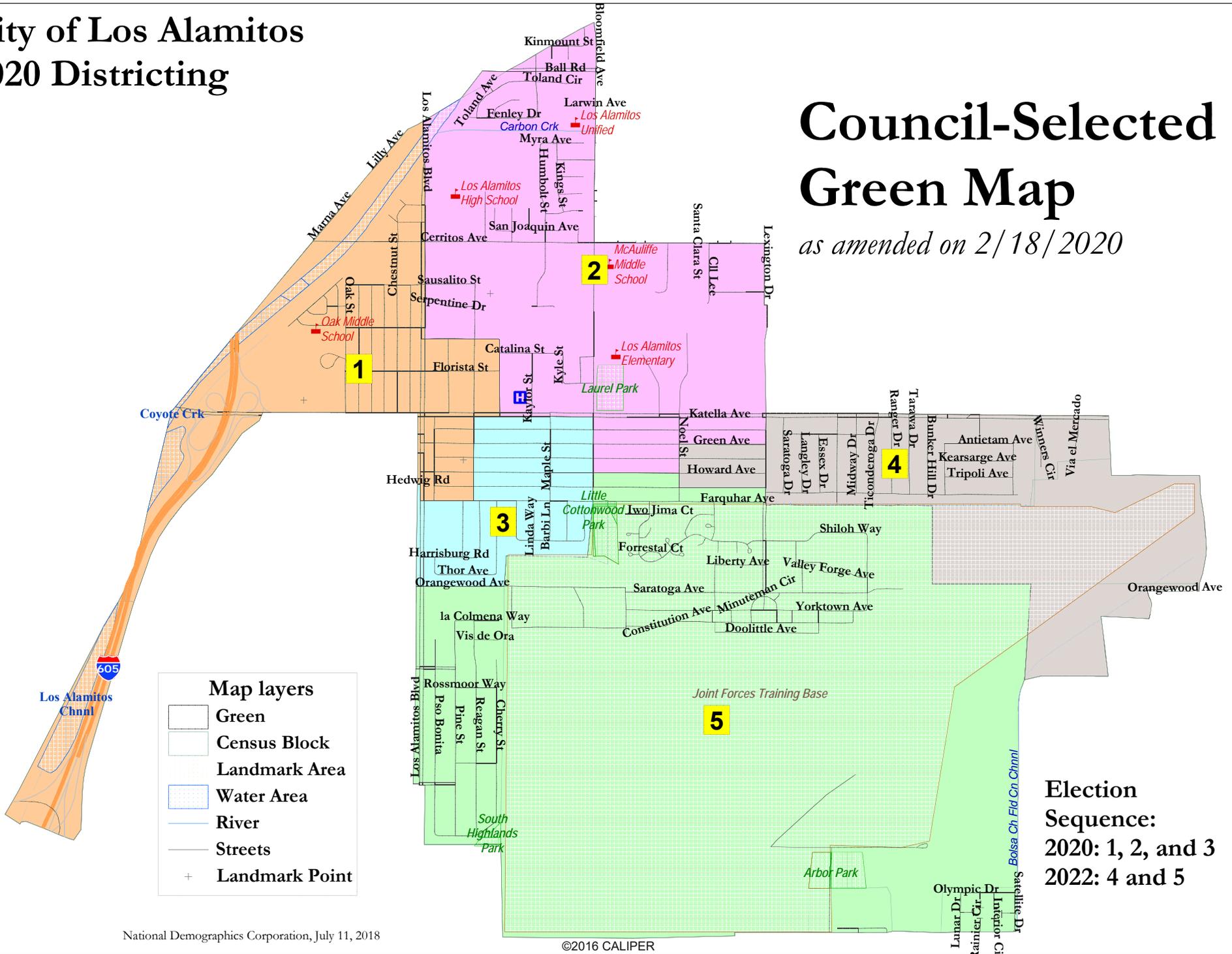
Attachment:

1. *Current District Map*
2. *Proposed Draft Maps*
3. *Neighborhood Maps*
4. *Public Hearing Notice*

City of Los Alamitos 2020 Districting

Council-Selected Green Map

as amended on 2/18/2020



Los Alamitos - Green

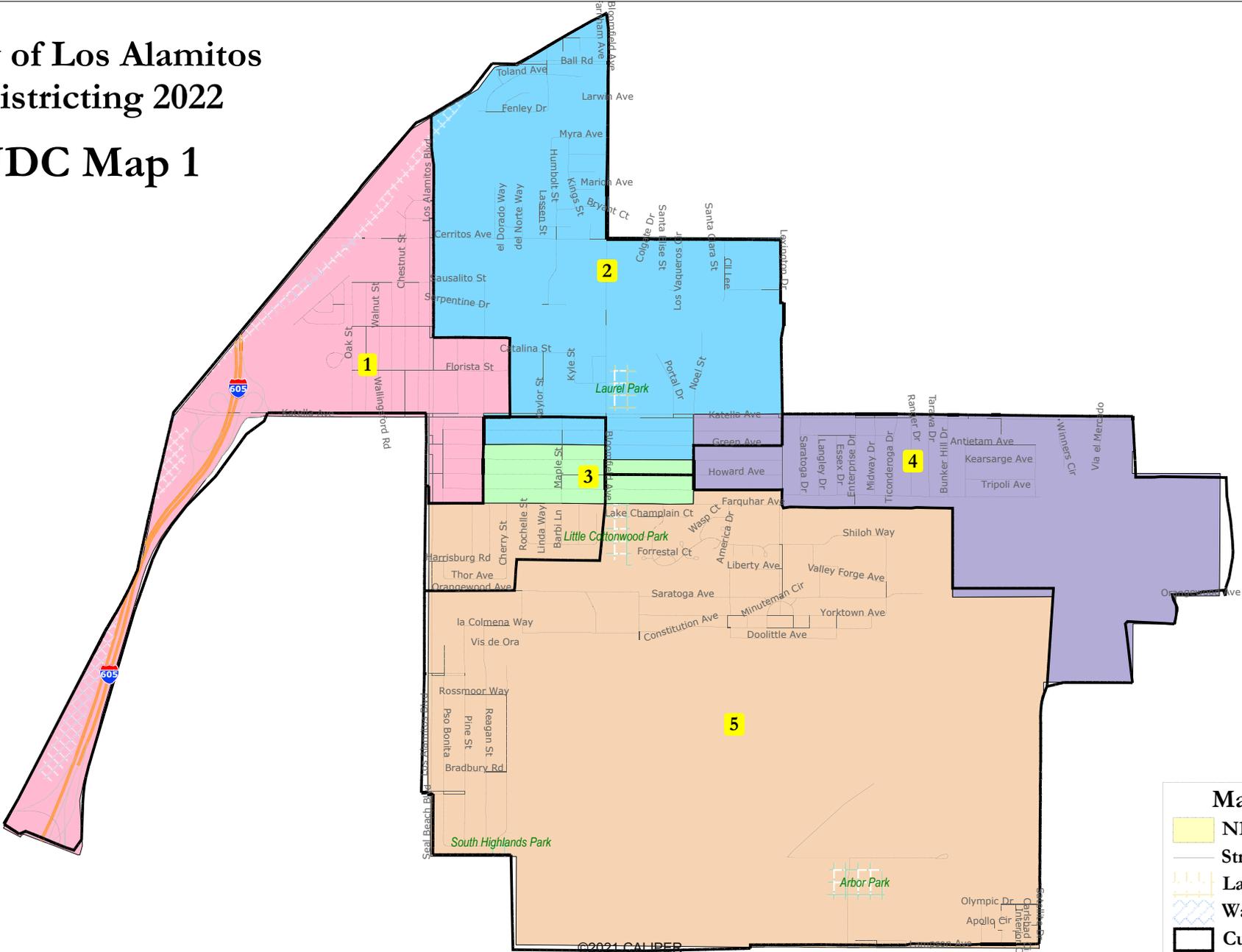
District		1	2	3	4	5	Total
Ideal	Total Pop	2,298	2,295	2,379	2,205	2,232	11,409
2,282	Deviation from ideal	16	13	97	-77	-50	174
	% Deviation	0.70%	0.57%	4.25%	-3.37%	-2.19%	7.62%
Total Pop	% Hisp	31%	14%	24%	19%	17%	21%
	% NH White	47%	62%	55%	63%	66%	59%
	% NH Black	4%	3%	4%	2%	2%	3%
	% Asian-American	14%	19%	15%	13%	11%	14%
Citizen Voting Age Pop	Total	1,620	2,044	1,500	1,565	1,635	8,364
	% Hisp	28%	9%	19%	27%	15%	19%
	% NH White	41%	62%	60%	58%	73%	59%
	% NH Black	12%	6%	6%	1%	4%	6%
	% Asian/Pac.Isl.	13%	19%	14%	9%	8%	13%
Voter Registration (Nov 2016)	Total	1,087	1,281	1,279	1,269	1,403	6,319
	% Latino est.	25%	14%	21%	16%	12%	17%
	% Spanish-Surnamed	22%	13%	19%	14%	11%	15%
	% Asian-Surnamed	6%	9%	6%	5%	5%	6%
	% Filipino-Surnamed	2%	1%	2%	2%	1%	2%
	% NH White est.	53%	67%	65%	70%	78%	67%
% NH Black	12%	6%	6%	1%	4%	6%	
Voter Turnout (Nov 2016)	Total	824	1,046	1,015	1,037	1,192	5,114
	% Latino est.	25%	13%	22%	15%	11%	17%
	% Spanish-Surnamed	23%	12%	19%	14%	10%	15%
	% Asian-Surnamed	5%	9%	4%	6%	5%	6%
	% Filipino-Surnamed	2%	1%	2%	2%	1%	2%
	% NH White est.	53%	68%	65%	71%	79%	68%
% NH Black	12%	6%	6%	1%	4%	5%	
Voter Turnout (Nov 2014)	Total	374	544	523	553	660	2,655
	% Latino est.	21%	8%	12%	12%	9%	12%
	% Spanish-Surnamed	19%	7%	11%	11%	8%	10%
	% Asian-Surnamed	4%	10%	5%	5%	4%	5%
	% Filipino-Surnamed	2%	0%	1%	2%	1%	1%
	% NH White est.	71%	81%	79%	76%	86%	79%
% NH Black est.	3%	1%	2%	0%	0%	1%	
ACS Pop. Est.	Total	2,429	2,412	2,444	2,200	2,222	11,706
Age	age0-19	24%	27%	31%	29%	29%	28%
	age20-60	53%	54%	52%	49%	48%	51%
	age60plus	23%	20%	17%	22%	22%	21%
Immigration	immigrants	16%	18%	15%	12%	11%	15%
	naturalized	74%	64%	56%	61%	61%	64%
Language spoken at home	english	77%	74%	76%	82%	83%	78%
	spanish	9%	11%	12%	8%	8%	10%
	asian-lang	11%	12%	9%	7%	7%	9%
	other lang	3%	3%	3%	2%	2%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	10%	8%	6%	5%	8%
Education (among those age 25+)	hs-grad	45%	50%	53%	51%	51%	50%
	bachelor	27%	26%	24%	24%	24%	25%
	graduatedegree	16%	14%	14%	18%	19%	16%
Child in Household	child-under18	28%	33%	40%	35%	34%	34%
Pct of Pop. Age 16+	employed	57%	61%	63%	56%	56%	59%
Household Income	income 0-25k	13%	13%	14%	12%	12%	13%
	income 25-50k	18%	17%	16%	13%	12%	15%
	income 50-75k	15%	18%	22%	19%	19%	19%
	income 75-200k	43%	44%	42%	46%	47%	44%
	income 200k-plus	12%	7%	5%	10%	11%	9%
Housing Stats	single family	67%	53%	35%	65%	70%	58%
	multi-family	33%	47%	65%	35%	30%	42%
	rented	50%	60%	73%	47%	42%	55%
	owned	50%	40%	27%	53%	58%	45%

Total population data from the 2010 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.

City of Los Alamitos Redistricting 2022 NDC Map 1



Map layers

- NDC Map 1
- Streets
- Landmark Area
- Water Area
- Current Districts

NDC Map 1

District		1	2	3	4	5	Total
	Total Pop	2,325	2,293	2,299	2,491	2,386	11,794
	Deviation from ideal	-34	-66	-60	132	27	198
	% Deviation	-1.44%	-2.80%	-2.54%	5.60%	1.14%	8.39%
Total Pop	% Hisp	30.7%	17%	33%	28%	19%	26%
	% NH White	38%	47%	39%	48%	59%	46%
	% NH Black	5%	4%	4%	3%	2%	4%
	% Asian-American	22%	28%	20%	17%	15%	20%
Citizen Voting Age Pop	Total	1,604	1,664	1,509	1,788	1,791	8,356
	% Hisp	33%	10%	25%	31%	13%	22%
	% NH White	41%	51%	47%	54%	77%	55%
	% NH Black	12%	7%	12%	3%	3%	7%
	% Asian/Pac.Isl.	12%	31%	16%	10%	6%	15%
Voter Registration (Nov 2020)	Total	1,328	1,377	1,177	1,577	1,753	7,212
	% Latino est.	27%	12%	26%	20%	12%	19%
	% Spanish-Surnamed	26%	11%	24%	19%	12%	18%
	% Asian-Surnamed	8%	13%	8%	5%	7%	8%
	% Filipino-Surnamed	2%	2%	2%	2%	1%	2%
	% NH White est.	51%	66%	54%	71%	77%	65%
	% NH Black	12%	7%	11%	3%	3%	7%
Voter Turnout (Nov 2020)	Total	1,107	1,187	974	1,361	1,581	6,210
	% Latino est.	25%	11%	26%	19%	12%	18%
	% Spanish-Surnamed	23%	11%	24%	18%	11%	17%
	% Asian-Surnamed	9%	13%	6%	5%	7%	8%
	% Filipino-Surnamed	2%	2%	2%	2%	1%	2%
	% NH White est.	52%	67%	56%	73%	78%	67%
	% NH Black	12%	6%	11%	3%	3%	7%
Voter Turnout (Nov 2018)	Total	719	922	649	924	1,219	4,433
	% Latino est.	23%	10%	24%	16%	9%	15%
	% Spanish-Surnamed	23%	9%	23%	15%	9%	14%
	% Asian-Surnamed	6%	9%	4%	5%	6%	6%
	% Filipino-Surnamed	2%	2%	2%	2%	1%	1%
	% NH White est.	54%	73%	59%	75%	81%	70%
	% NH Black est.	13%	6%	11%	3%	3%	6%
ACS Pop. Est.	Total	2,251	2,186	2,200	2,440	2,408	11,484
Age	age0-19	24%	22%	28%	24%	23%	24%
	age20-60	54%	56%	55%	54%	50%	54%
	age60plus	22%	23%	17%	21%	27%	22%
Immigration	immigrants	18%	20%	20%	13%	9%	16%
	naturalized	76%	69%	63%	68%	74%	69%
Language spoken at home	english	71%	70%	72%	79%	93%	77%
	spanish	18%	7%	12%	12%	2%	10%
	asian-lang	10%	19%	14%	5%	5%	10%
	other lang	2%	4%	2%	4%	1%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	6%	7%	7%	4%	3%	5%
Education (among those age 25+)	hs-grad	40%	32%	34%	38%	42%	37%
	bachelor	32%	33%	27%	29%	34%	31%
	graduatedegree	11%	20%	17%	12%	16%	15%
Child in Household	child-under18	38%	29%	35%	39%	40%	37%
Pct of Pop. Age 16+	employed	66%	64%	68%	65%	59%	64%
Household Income	income 0-25k	11%	13%	15%	12%	5%	11%
	income 25-50k	24%	12%	19%	20%	10%	17%
	income 50-75k	16%	16%	16%	14%	10%	14%
	income 75-200k	41%	41%	45%	40%	45%	43%
	income 200k-plus	8%	18%	5%	14%	30%	15%
Housing Stats	single family	61%	60%	21%	65%	91%	60%
	multi-family	39%	40%	79%	35%	9%	40%
	rented	63%	56%	91%	53%	19%	57%
	owned	37%	44%	9%	47%	81%	43%

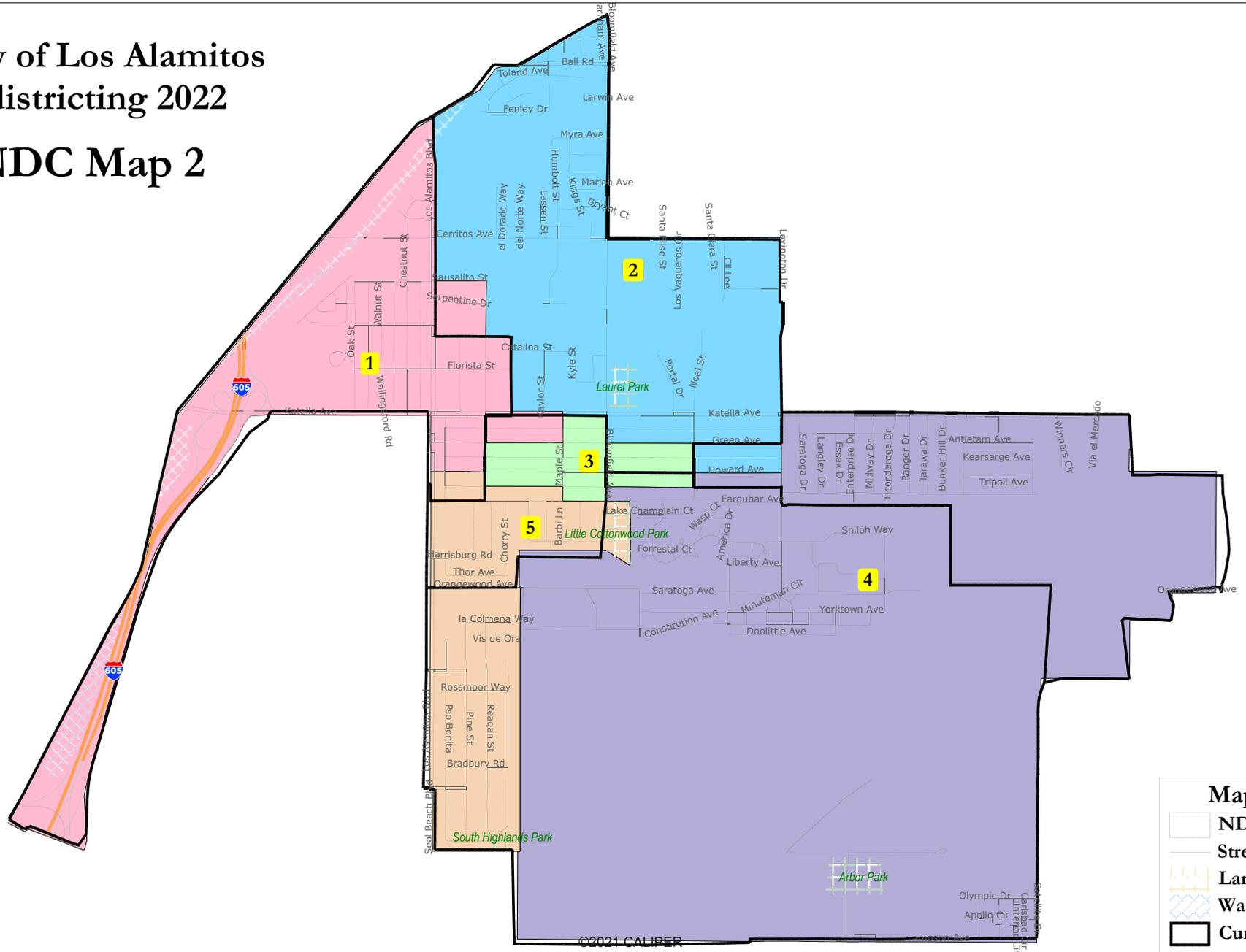
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City of Los Alamitos Redistricting 2022

NDC Map 2



Map layers

- NDC Map 2
- Streets
- Landmark Area
- Water Area
- Current Districts

NDC Map 2

District		1	2	3	4	5	Total
	Total Pop	2,375	2,377	2,324	2,395	2,323	11,794
	Deviation from ideal	16	18	-35	36	-36	72
	% Deviation	0.68%	0.76%	-1.48%	1.53%	-1.53%	3.05%
Total Pop	% Hisp	29.9%	24%	29%	25%	21%	26%
	% NH White	39%	44%	40%	51%	58%	46%
	% NH Black	5%	4%	5%	2%	2%	4%
	% Asian-American	22%	25%	21%	18%	15%	20%
Citizen Voting Age Pop	Total	1,716	1,656	1,590	1,747	1,647	8,356
	% Hisp	33%	18%	22%	25%	14%	22%
	% NH White	40%	50%	47%	60%	76%	55%
	% NH Black	10%	7%	11%	2%	5%	7%
	% Asian/Pac.Isl.	15%	23%	19%	10%	6%	15%
Voter Registration (Nov 2020)	Total	1,371	1,484	1,105	1,589	1,663	7,212
	% Latino est.	26%	16%	26%	17%	13%	19%
	% Spanish-Surnamed	25%	14%	24%	16%	12%	18%
	% Asian-Surnamed	8%	11%	9%	6%	6%	8%
	% Filipino-Surnamed	3%	2%	1%	1%	1%	2%
	% NH White est.	53%	66%	53%	74%	75%	65%
	% NH Black	11%	6%	12%	2%	5%	7%
Voter Turnout (Nov 2020)	Total	1,150	1,302	889	1,382	1,487	6,210
	% Latino est.	24%	15%	26%	16%	12%	18%
	% Spanish-Surnamed	23%	14%	24%	15%	11%	17%
	% Asian-Surnamed	8%	11%	7%	6%	7%	8%
	% Filipino-Surnamed	2%	2%	2%	1%	1%	2%
	% NH White est.	54%	67%	54%	75%	76%	67%
	% NH Black	11%	6%	12%	2%	4%	7%
Voter Turnout (Nov 2018)	Total	746	959	592	955	1,181	4,433
	% Latino est.	23%	12%	26%	13%	9%	15%
	% Spanish-Surnamed	22%	11%	24%	13%	9%	14%
	% Asian-Surnamed	6%	9%	5%	5%	5%	6%
	% Filipino-Surnamed	2%	1%	1%	2%	1%	1%
	% NH White est.	56%	73%	56%	77%	79%	70%
	% NH Black est.	11%	6%	12%	2%	5%	6%
ACS Pop. Est.	Total	2,363	2,306	2,301	2,276	2,238	11,484
Age	age0-19	23%	24%	27%	22%	25%	24%
	age20-60	55%	56%	56%	54%	47%	54%
	age60plus	22%	20%	17%	24%	28%	22%
Immigration	immigrants	18%	19%	19%	12%	10%	16%
	naturalized	75%	69%	63%	70%	72%	69%
Language spoken at home	english	70%	74%	70%	81%	92%	77%
	spanish	17%	10%	11%	9%	3%	10%
	asian-lang	12%	12%	17%	5%	5%	10%
	other lang	2%	3%	2%	5%	1%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	6%	6%	8%	3%	4%	5%
Education (among those age 25+)	hs-grad	41%	30%	35%	38%	43%	37%
	bachelor	31%	37%	27%	29%	33%	31%
	graduatedegree	12%	15%	18%	15%	17%	15%
Child in Household	child-under18	40%	38%	37%	31%	39%	37%
Pct of Pop. Age 16+	employed	65%	68%	66%	64%	57%	64%
Household Income	income 0-25k	11%	11%	15%	11%	7%	11%
	income 25-50k	23%	16%	19%	16%	12%	17%
	income 50-75k	16%	15%	17%	13%	11%	14%
	income 75-200k	41%	39%	45%	44%	44%	43%
	income 200k-plus	8%	19%	5%	16%	26%	15%
Housing Stats	single family	60%	57%	22%	74%	84%	60%
	multi-family	40%	43%	78%	26%	16%	40%
	rented	65%	61%	91%	44%	23%	57%
	owned	35%	39%	9%	56%	77%	43%

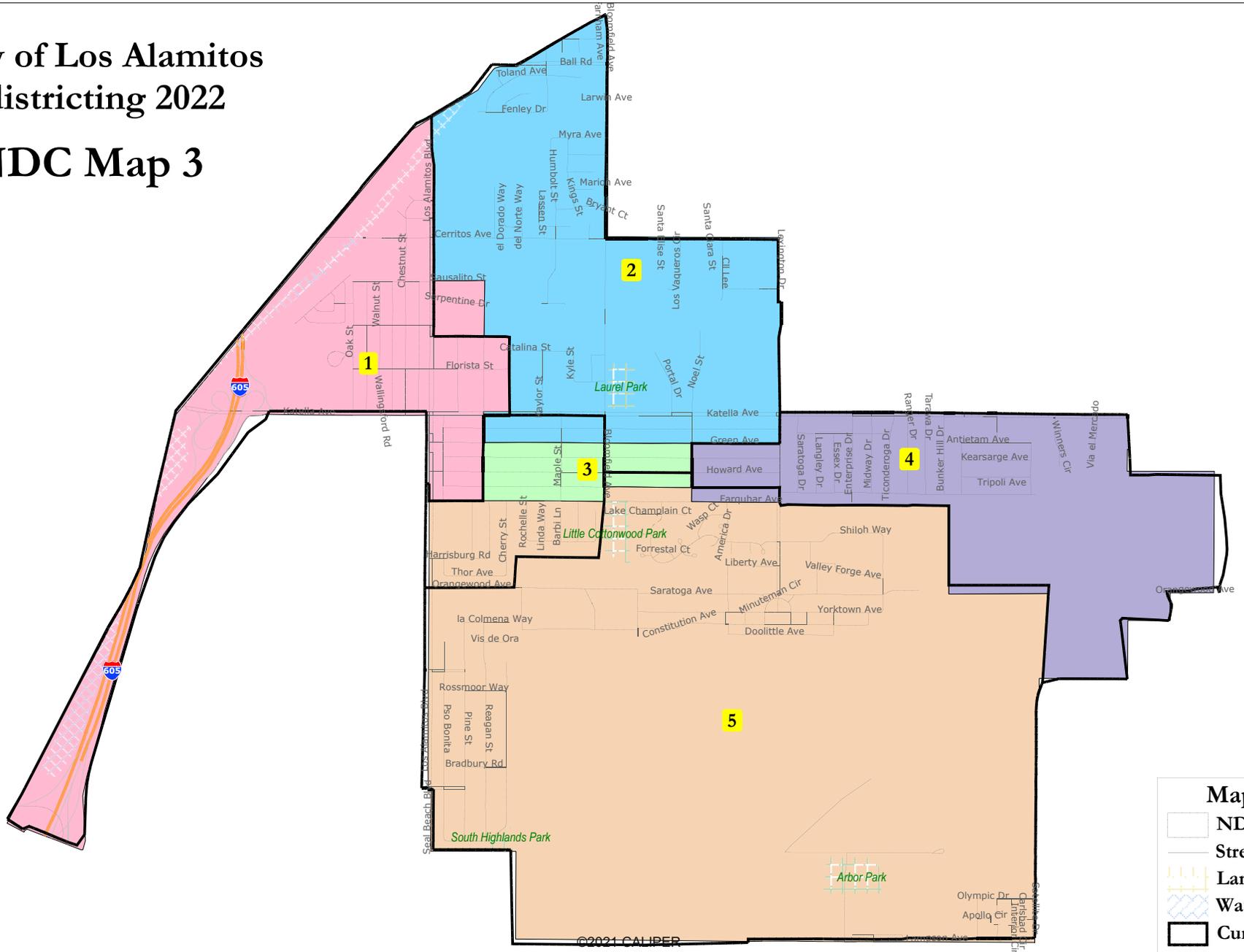
Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

City of Los Alamitos Redistricting 2022

NDC Map 3



©2021 CALIPER

Map layers

- NDC Map 3
- Streets
- Landmark Area
- Water Area
- Current Districts

NDC Map 3

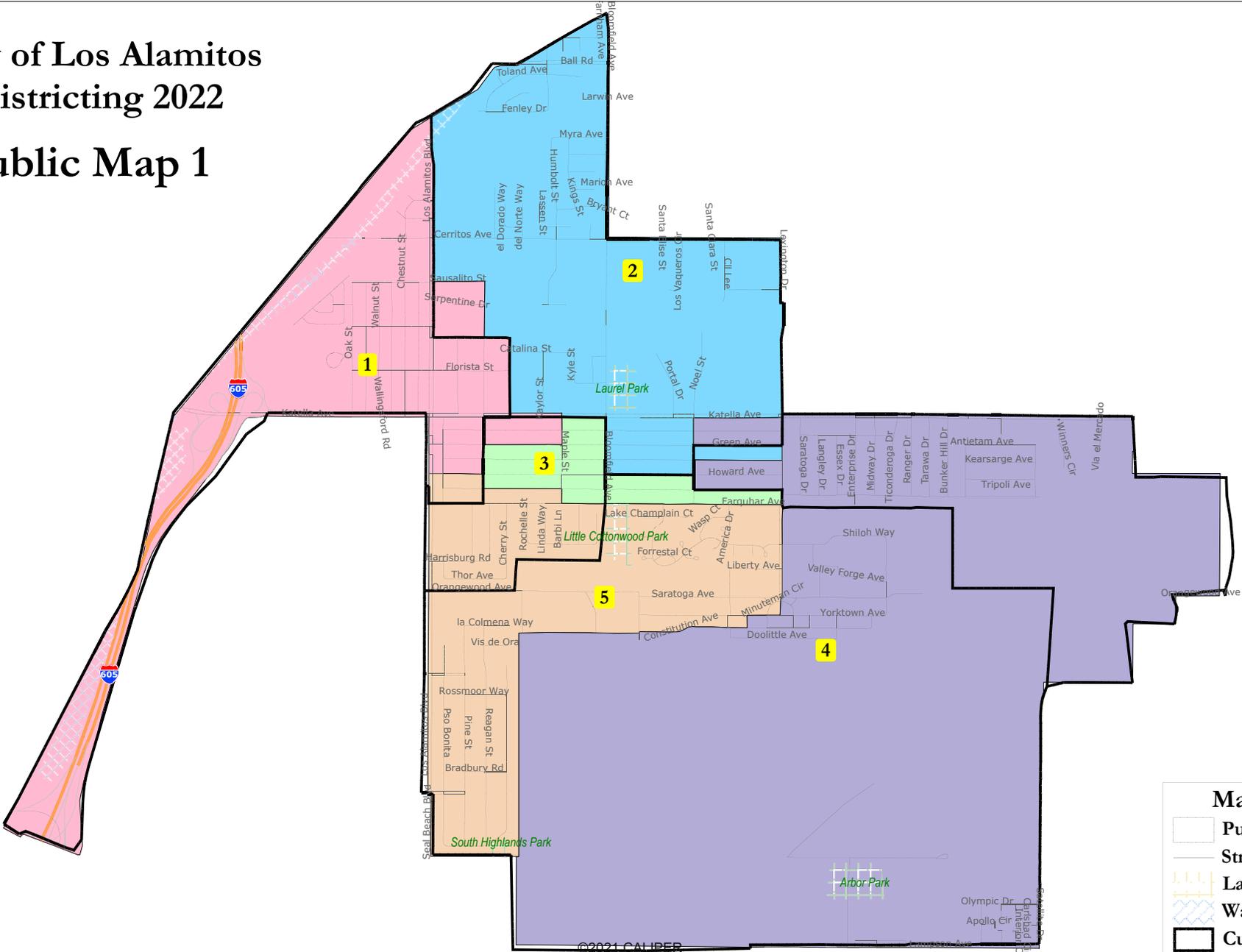
District		1	2	3	4	5	Total
	Total Pop	2,325	2,323	2,266	2,490	2,390	11,794
	Deviation from ideal	-34	-36	-93	131	31	224
	% Deviation	-1.44%	-1.53%	-3.94%	5.55%	1.31%	9.50%
Total Pop	% Hisp	30.7%	19%	32%	29%	19%	26%
	% NH White	38%	47%	39%	47%	60%	46%
	% NH Black	5%	3%	4%	3%	1%	4%
	% Asian-American	22%	27%	21%	16%	16%	20%
Citizen Voting Age Pop	Total	1,604	1,683	1,481	1,778	1,811	8,356
	% Hisp	33%	12%	24%	31%	12%	22%
	% NH White	41%	51%	47%	53%	78%	55%
	% NH Black	12%	6%	12%	3%	4%	7%
	% Asian/Pac.Isl.	12%	29%	17%	10%	6%	15%
Voter Registration (Nov 2020)	Total	1,328	1,397	1,143	1,590	1,754	7,212
	% Latino est.	27%	13%	26%	20%	12%	19%
	% Spanish-Surnamed	26%	12%	23%	19%	11%	18%
	% Asian-Surnamed	8%	12%	9%	5%	7%	8%
	% Filipino-Surnamed	2%	2%	2%	1%	1%	2%
	% NH White est.	51%	67%	54%	71%	77%	65%
	% NH Black	12%	6%	11%	3%	3%	7%
Voter Turnout (Nov 2020)	Total	1,107	1,211	932	1,373	1,587	6,210
	% Latino est.	25%	13%	26%	18%	12%	18%
	% Spanish-Surnamed	23%	12%	24%	17%	11%	17%
	% Asian-Surnamed	9%	12%	7%	5%	7%	8%
	% Filipino-Surnamed	2%	2%	2%	1%	1%	2%
	% NH White est.	52%	67%	55%	73%	77%	67%
	% NH Black	12%	6%	11%	3%	3%	7%
Voter Turnout (Nov 2018)	Total	719	931	641	924	1,218	4,433
	% Latino est.	23%	10%	25%	16%	9%	15%
	% Spanish-Surnamed	23%	9%	23%	15%	8%	14%
	% Asian-Surnamed	6%	9%	5%	5%	5%	6%
	% Filipino-Surnamed	2%	2%	2%	2%	1%	1%
	% NH White est.	54%	73%	58%	75%	81%	70%
	% NH Black est.	13%	6%	11%	3%	3%	6%
ACS Pop. Est.	Total	2,251	2,234	2,165	2,438	2,397	11,484
Age	age0-19	24%	22%	28%	24%	23%	24%
	age20-60	54%	56%	55%	54%	49%	54%
	age60plus	22%	22%	17%	21%	27%	22%
Immigration	immigrants	18%	19%	20%	13%	9%	16%
	naturalized	76%	69%	63%	68%	74%	69%
Language spoken at home	english	71%	70%	72%	79%	92%	77%
	spanish	18%	8%	12%	12%	1%	10%
	asian-lang	10%	18%	14%	5%	5%	10%
	other lang	2%	4%	2%	4%	1%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	6%	7%	7%	4%	3%	5%
Education (among those age 25+)	hs-grad	40%	32%	34%	38%	41%	37%
	bachelor	32%	34%	27%	29%	34%	31%
	graduatedegree	11%	19%	17%	12%	17%	15%
Child in Household	child-under18	38%	33%	35%	39%	37%	37%
Pct of Pop. Age 16+	employed	66%	64%	68%	65%	59%	64%
Household Income	income 0-25k	11%	12%	15%	12%	6%	11%
	income 25-50k	24%	13%	19%	20%	10%	17%
	income 50-75k	16%	16%	16%	14%	10%	14%
	income 75-200k	41%	40%	45%	40%	46%	43%
	income 200k-plus	8%	19%	5%	14%	29%	15%
Housing Stats	single family	61%	60%	21%	65%	91%	60%
	multi-family	39%	40%	79%	35%	9%	40%
	rented	63%	57%	91%	53%	20%	57%
	owned	37%	43%	9%	47%	80%	43%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

City of Los Alamitos Redistricting 2022 Public Map 1



Map layers

- Public Map 1
- Streets
- Landmark Area
- Water Area
- Current Districts

Public Map 1

District		1	2	3	4	5	Total
	Total Pop	2,375	2,317	2,360	2,418	2,324	11,794
	Deviation from ideal	16	-42	1	59	-35	101
	% Deviation	0.68%	-1.78%	0.04%	2.50%	-1.48%	4.28%
Total Pop	% Hisp	29.9%	22%	30%	25%	21%	26%
	% NH White	39%	44%	41%	50%	58%	46%
	% NH Black	5%	4%	5%	3%	2%	4%
	% Asian-American	22%	27%	19%	18%	15%	20%
Citizen Voting Age Pop	Total	1,716	1,621	1,597	1,774	1,647	8,356
	% Hisp	33%	14%	24%	26%	14%	22%
	% NH White	40%	51%	47%	60%	76%	55%
	% NH Black	10%	9%	10%	2%	5%	7%
	% Asian/Pac.Isl.	15%	25%	18%	10%	6%	15%
Voter Registration (Nov 2020)	Total	1,371	1,452	1,148	1,573	1,668	7,212
	% Latino est.	26%	15%	25%	19%	13%	19%
	% Spanish-Surnamed	25%	14%	23%	17%	12%	18%
	% Asian-Surnamed	8%	12%	8%	6%	6%	8%
	% Filipino-Surnamed	3%	2%	1%	2%	1%	2%
	% NH White est.	53%	64%	56%	73%	75%	65%
	% NH Black	11%	7%	11%	2%	5%	7%
Voter Turnout (Nov 2020)	Total	1,150	1,263	938	1,368	1,491	6,210
	% Latino est.	24%	14%	24%	18%	12%	18%
	% Spanish-Surnamed	23%	13%	22%	17%	12%	17%
	% Asian-Surnamed	8%	12%	6%	6%	7%	8%
	% Filipino-Surnamed	2%	2%	1%	2%	1%	2%
	% NH White est.	54%	65%	58%	74%	76%	67%
	% NH Black	11%	7%	11%	1%	4%	7%
Voter Turnout (Nov 2018)	Total	746	947	587	971	1,182	4,433
	% Latino est.	23%	12%	24%	15%	9%	15%
	% Spanish-Surnamed	22%	11%	22%	14%	9%	14%
	% Asian-Surnamed	6%	9%	5%	5%	5%	6%
	% Filipino-Surnamed	2%	1%	1%	2%	1%	1%
	% NH White est.	56%	71%	59%	77%	79%	70%
	% NH Black est.	11%	7%	11%	2%	5%	6%
ACS Pop. Est.	Total	2,363	2,210	2,354	2,319	2,238	11,484
Age	age0-19	23%	23%	27%	22%	25%	24%
	age20-60	55%	56%	56%	54%	47%	54%
	age60plus	22%	21%	16%	23%	28%	22%
Immigration	immigrants	18%	20%	19%	12%	10%	16%
	naturalized	75%	69%	63%	70%	72%	69%
Language spoken at home	english	70%	74%	71%	81%	92%	77%
	spanish	17%	9%	11%	10%	3%	10%
	asian-lang	12%	14%	16%	5%	5%	10%
	other lang	2%	4%	2%	4%	1%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	6%	6%	8%	3%	4%	5%
Education (among those age 25+)	hs-grad	41%	28%	36%	39%	43%	37%
	bachelor	31%	36%	27%	30%	33%	31%
	graduatedegree	12%	17%	17%	14%	17%	15%
Child in Household	child-under18	40%	31%	40%	35%	39%	37%
Pct of Pop. Age 16+	employed	65%	68%	66%	65%	57%	64%
Household Income	income 0-25k	11%	12%	15%	10%	7%	11%
	income 25-50k	23%	15%	19%	17%	12%	17%
	income 50-75k	16%	15%	17%	13%	11%	14%
	income 75-200k	41%	41%	44%	43%	44%	43%
	income 200k-plus	8%	18%	5%	17%	26%	15%
Housing Stats	single family	60%	58%	22%	73%	84%	60%
	multi-family	40%	42%	78%	27%	16%	40%
	rented	65%	60%	92%	44%	23%	57%
	owned	35%	40%	8%	56%	77%	43%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

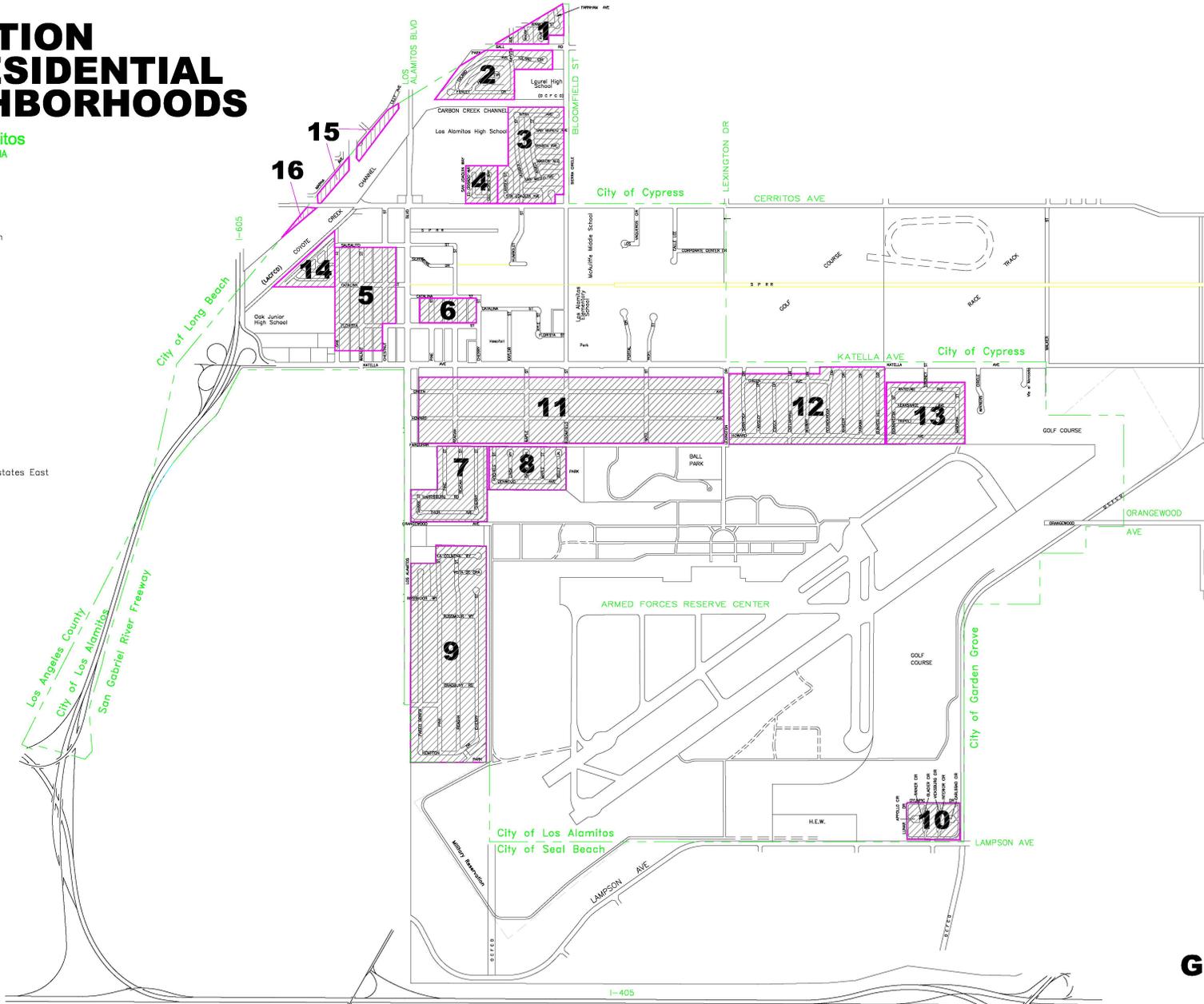
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LOCATION OF RESIDENTIAL NEIGHBORHOODS

City of Los Alamitos
ORANGE COUNTY - CALIFORNIA

LEGEND

- City Boundary
- 1** Country Square
- 2** College Park North
- 3** Greenbrook
- 4** Woodcrest
- 5** Old Town West
- 6** Old Town East
- 7** Old Dutch Haven
- 8** Suburbia
- 9** Highlands
- 10** Parkewood
- 11** Apartment Row
- 12** Carrier Row
- 13** New Dutch Haven
- 14** Royal Oak Park
- 15** El Dorado Park Estates East
- 16** Bungalows



NOT TO SCALE



General Plan

FIGURE 1-4

NOTICE OF PUBLIC HEARING

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

NOTICE IS HEREBY GIVEN, that pursuant to California Elections Code Section 21607.1, the City Council of the City of Los Alamitos will hold public hearings at the above location and address to receive input regarding potential redistricting of Council Member districts.

Public Hearing #2

DATE: February 7, 2022
TIME: 5:30 p.m.

Pursuant to California Elections Code Section 21607.1, the City Council of the City of Los Alamitos will hold public hearings at the above address and location to review draft maps, take public input, and consider potential adoption of revised Council Member district boundaries.

Public Hearing #3

DATE: February 28, 2022
TIME: 6:30 p.m.

Public Hearing #4

DATE: March 7, 2022
TIME: 6:00 p.m.

The public is invited to attend and/or submit information regarding their Communities of Interest and proposed division boundaries for the 2022 redistricting process.

For more information visit the City's website at www.cityoflosalamitos.org or you are invited to contact Windmera Quintanar, MMC, City Clerk, at (562) 431-3538, ext. 220 or by email at wquintanar@cityoflosalamitos.org. Written and oral testimony is invited.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (562) 431-3538, Ext. 220. Notification by noon on the date of the public hearing will enable the City to make arrangements to assure accessibility to this meeting.

AVISO DE AUDIENCIA PÚBLICA

CIUDAD DE LOS ALAMITOS
Council Chamber
3191 Katella Ave.
Los Alamitos, CA 90720

POR LA PRESENTE SE NOTIFICA, que de conformidad con la Sección 21607.1 del Código Electoral de California, el Concejo Municipal de la Ciudad de Los Alamitos celebrará audiencias públicas en la ubicación y dirección anteriores para recibir información sobre la posible redistribución de los distritos de los Miembros del Concejo.

Audiencia Pública #2

FECHA: 7 de febrero de 2022
HORA: 5:30 p.m.

De acuerdo con la Sección 21607.1 del Código electoral de California, el Concejo Municipal de la Ciudad de Los Alamitos llevará a cabo audiencias públicas en la ubicación y dirección anteriores para revisar los borradores de los mapas, recibir aportes del público y considerar la posible adopción de los límites revisados de los distritos de los Miembros del Concejo.

Audiencia Pública #3

FECHA: 28 de febrero de 2022
HORA: 6:30 p.m.

Audiencia Pública #4

FECHA: 7 de marzo de 2022
HORA: 6:00 p.m.

Se invita al público a asistir y/o enviar información sobre sus Comunidades de Interés y los límites de división propuestos para el proceso de redistribución de 2022.

Para obtener más información, visite el sitio web de la Ciudad en www.cityoflosalamitos.org o se le invita a comunicarse con Windmera Quintanar, MMC, Secretaria de la Ciudad, al (562) 431-3538, ext. 220 o por correo electrónico a wquintanar@cityoflosalamitos.org. Se invita el testimonio escrito y oral.

En cumplimiento con la Ley de Estadounidenses con Discapacidades, si necesita asistencia especial para participar en esta reunión, debería comunicarse con la oficina de la Secretaria de la Ciudad al (562) 431-3538, Ext. 220. La notificación antes del mediodía en la fecha de la audiencia pública permitirá a la Ciudad hacer arreglos para garantizar la accesibilidad a esta reunión.

공청회 통지서

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

Los Alamitos 시의 시의회는 캘리포니아 선거법 제 21607.1 항에 의거하여 상기 장소에서 가능성이 있는 시의회 선거구 경계선 조정에 관한 대중의 의견을 받기 위해 공청회를 주최하는 것을 통지합니다.

제 2 차 공청회

날짜: 2022 년 2 월 7 일

시간: 오후 5:30

Los Alamitos 시의 시의회는 캘리포니아 선거법 제 21607.1 항에 의거하여 상기 장소에서 지도 초고, 대중의 의견, 가능성이 있는 수정된 시의회 선거구 경계선 채택을 고려하는 것에 관한 공청회를 주최하는 것을 통지합니다.

제 3 차 공청회

날짜: 2022 년 2 월 28 일

시간: 오후 6:30

제 4 차 공청회

날짜: 2022 년 3 월 7 일

시간: 오후 6:00

2022 년도 선거구 경계선 조정 과정을 위해 이익 단체 그리고 선거구 경계선 나누기에 관하여 대중이 참석하고 그리고/또는 정보를 제출하도록 초대합니다.

더 많은 정보는 시의 웹사이트인 www.cityoflosalamitos.org 를 방문하거나 시 서기 Windmera Quintanar, MMC 에게 전화 (562) 431-3538, 내선번호 220 로 연락하거나 이메일 wquintanar@cityoflosalamitos.org 로 연락하십시오. 서면 또는 구두 의견도

받습니다.

미국 장애인 법(ADA)를 준수하기 위하여 만약 귀하가 본 회의를 참석하기 위해 특별한 지원이 필요한 경우 시 서기에게 전화 (562) 431-3538, 내선번호 220 로 연락하십시오. 공청회 당일 오후 12 시까지 통지를 하시면, 본 회의에 참여하기 위한 지원을 받도록 준비할 수 있습니다.

THÔNG BÁO VỀ PHIÊN ĐIỀU TRẦN CÔNG CỘNG

THÀNH PHỐ LOS ALAMITOS
Phòng Hội Đồng
3191 Katella Ave.
Los Alamitos, CA 90720

THÔNG BÁO CHO BIẾT rằng, chiếu theo Bộ luật Bầu cử California Mục 21607.1, Hội đồng Thành phố của Thành phố Los Alamitos sẽ tổ chức một buổi điều trần công khai tại vị trí và địa điểm nêu trên để nhận ý kiến đóng góp về khả năng phân chia lại các quận Thành viên Hội đồng

Phiên Điều Trần Công Cộng #2

NGÀY: 7 Tháng Hai, 2022
GIỜ: 5 giờ 30 chiều.

Chiếu theo Mục EC 21607.1, của Bộ Luật Bầu Cử California, Hội Đồng Thành Phố của Thành phố Los Alamitos sẽ tổ chức một buổi điều trần công khai tại địa chỉ và vị trí nêu trên để duyệt các bản đồ dự thảo, nhận ý kiến của công chúng, và xét đến tiềm năng áp dụng các ranh giới quận đã được sửa đổi của Thành Viên Hội Đồng.

Phiên Điều Trần Công Cộng #3

NGÀY: 28 Tháng Hai, 2022
GIỜ: 6:45 chiều

Phiên Điều Trần Công Cộng #4

NGÀY: 7 Tháng Ba, 2022
GIỜ: 6:00 chiều

Công chúng được mời tham dự và/hoặc gửi thông tin về các Cộng Đồng Cùng Quan Tâm của họ, và các ranh giới phân chia được đề xuất cho quy trình phân chia lại năm 2022.

Để biết thêm thông tin xin đến trang web của Thành Phố tại www.cityoflosalamitos.org hoặc mời quý vị liên lạc với Windmera Quintanar, MMC, Thư Ký Thành Phố, tại số (562) 431-3538, số chuyển tiếp 220 hoặc qua email tại wquintanar@cityoflosalamitos.org. Đóng góp lời khai hoặc khai trên văn bản đều được mời.

Để tuân thủ theo Đạo Luật Người Mỹ Bị Khuyết Tật, nếu quý vị cần sự trợ giúp đặc biệt để tham gia trong buổi họp này, quý vị cần liên lạc với văn phòng của Thư Ký Thành Phố tại số (562) 431-3538, số chuyển tiếp 220. Thông Báo Trước buổi trưa vào ngày có phiên điều trần công cộng sẽ giúp cho Thành Phố thực hiện các sắp xếp để đảm bảo khả năng tiếp cận với buổi họp này.

**MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS**

SPECIAL MEETING – January 18, 2022

1. CALL TO ORDER

The City Council met in Special Session at 5:30 p.m., Tuesday, January 18, 2022, via videoconference, Mayor Hasselbrink presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended via videoconference.

2. ROLL CALL

Present: Council Members: Bates, Chirco, Nefulda,
Mayor Pro Tem Doby, Mayor Hasselbrink

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Wayne Byerley, Police Captain
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Administrative Service Manager

3. PUBLIC HEARING

A. Public Hearing to Receive Input from the Community Regarding the Redrawing of Election District Boundaries (City Clerk)

Every ten years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal population. The redistricting process for the City of Los Alamitos must be completed by April 17, 2022.

City Clerk Quintanar introduced the item and welcomed Justin Levitt, NDC consultant. Mr. Levitt gave a PowerPoint presentation and answered questions from the City Council.

Mayor Hasselbrink opened the Public Hearing. There was no one present wishing to speak.

City Council and Staff discussed the following:

- Allowing a 10% population deviation from 2020 Census to account for known new developments
- Ability to under populate and overpopulate certain areas of town by

- 10%
- Concern for the lack of single-family homes in District One

The City Council:

1. Conducted a public hearing to receive public input on district boundaries; and,
2. Received a report from Staff on the redistricting process and permissible criteria to be considered to redraw district boundaries.

4. ADJOURNMENT

The City Council adjourned at 5:56 p.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

**MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS**

REGULAR MEETING – January 18, 2022

1. CALL TO ORDER

The City Council met in Regular Session at 6:00 p.m., Tuesday, January 18, 2022, via videoconference, Mayor Hasselbrink presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended via videoconference.

2. ROLL CALL

Present: Council Members: Bates, Chirco, Nefulda,
Mayor Pro Tem Doby, Mayor Hasselbrink

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Robert Acosta, Support Services Manager
Wayne Byerley, Police Captain
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Orange County Fire Authority Battalion Chief
Chelsi Wilson, Administrative Service Manager

3. PLEDGE OF ALLEGIANCE

Council Member Nefulda led the Pledge of Allegiance.

4. INVOCATION

Council Member Chirco gave the Invocation.

5. ORAL COMMUNICATIONS

Mayor Hasselbrink opened Oral Communications. There being no one present wishing to speak, Mayor Hasselbrink closed Oral Communications.

6. COUNCIL ANNOUNCEMENTS

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

Council Member Chiro spoke regarding attendance at the Orange County Sanitation District, and the Walk of Honor for Retiring Chief Nunez. He commented on the relocation of the COVID testing site to the Racetrack and the

positive feedback he's received regarding the waste hauler transition.

Council Member Nefulda commented on the smooth transition to the new waste hauler and stated support for the continued service.

Council Member Bates commented he had received positive comments on the waste hauler transition and approved of the new trucks and transition. He reported attendance at the Library Advisory Board meeting.

Mayor Por Tem Doby spoke regarding attendance at the virtual Orange County Mosquito and Vector Control Board, and the Walk of Honor for Retiring Chief Nunez. She spoke regarding the coordination of Christmas meals from CA Cocina to California Highway Patrol officers; Madera's holiday meals to the Veteran Hospital; recommended AIM mail Center and Adalbertos Mexican Food; being honored as the Hero of Heart at Rossmoor Elementary; commented on concerns regarding the sidewalk vendor in front of Vons; and, inquired about the different sizing and pricing options available from the waste hauler.

Mayor Hasselbrink spoke regarding attendance at a virtual meeting with Supervisor Katrina Foley, participation in the Orange County Mayors' and State call regarding COVID status, and the Walk of Honor for Retiring Chief Nunez. She stated the meeting would be closed in memory of Marv Jempsa.

7. ITEMS FROM THE CITY MANAGER

City Manager Simmons asked for and received an update on COVID from Support Services Manager Robert Acosta and commended Staff for working through this challenging time. He stated Staff would like to pull item 9G for corrections.

8. WARRANTS

Council Member Bates received clarification on page 10, Enison Reeds – red paint for Public Works curb project.

Motion/Second: Chirco/Bates

Unanimously Carried: The City Council ratified the Warrants for the period from December 6, 2021 to January 3, 2022 in the amount of \$842,443.09.

ROLL CALL

Mayor Hasselbrink	Aye
Mayor Pro Tem Doby	Aye
Council Member Bates	Aye
Council Member Chirco	Aye
Council Member Nefulda	Aye

9. CONSENT CALENDAR

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

City Manager Simmons pulled item 9G.

Council Member Bates asked questions on items 9B and C.

Motion/Second: Bates/Chirco

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

ROLL CALL

Mayor Hasselbrink	Aye
Mayor Pro Tem Doby	Aye
Council Member Bates	Aye
Council Member Chirco	Aye
Council Member Nefulda	Aye

A. Approval of Minutes (City Clerk)

Approved the City Council Adjourned Regular Minutes of December 13, 2021.

B. Adoption of the Legislative Action Plan (City Clerk)

The Legislative Action Plan develops a framework and reference guide for legislative positions and objectives that provide advocacy and engagement guidelines for City Council and Staff to effectively participate in the legislative process.

Council Member Bates stated concern for the sales tax issue and requested Council support to work with City Manager Simmons as the item progresses.

The City Council adopted Resolution 2022-02, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE LEGISLATIVE ACTION PLAN."

C. Annual Update of the Records Management Program (City Clerk)

In October 2015, the City Council adopted the City-wide Records Management Program. Part of this Program included a day dedicated to records management and annual updates to the retention schedule. This item recommends changes to the policy to ensure continued success of the program.

City Council and Staff discussed the retention policy and scheduled destruction of obsolete records.

The City Council adopted Resolution 2022-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2021-02 IN ITS ENTIRETY".

- D. 2022 Budget Calendar (Finance)**
This report proposed a tentative schedule for the 2022 budget calendar.

The City Council received and filed.

- E. Community Development Block Grant (CDBG) Project Application (Development Services)**

This report seeks City Council approval for the Fiscal Year 2022-2023 Community Development Block Grant (CDBG) project application to the County of Orange. The application was submitted on January 5, 2022 and a resolution of approval is due prior to the grant award.

The City Council:

1. Adopted Resolution No. 2022-03, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE"; and,
2. Authorized the City Manager to execute all CDBG program documents for Fiscal Year 2022/2023 and appropriate amendments, if any, as they become available.

- F. Award of Bid for the Purchase of One (1) Mobile Performance Stage (RFP 2021-10) (Development Services)**

This report recommended awarding a bid for purchase of One (1) Mobile Performance Stage.

The City Council:

1. Authorized the onetime purchase of one (1) Mobile Performance Stage to Astra Stage, LLC, in the amount of \$51,395, and;
2. Allocate funds from the American Rescue Plan Act (ARPA) funding for the purchase of a mobile performance stage in the amount of \$51,395.00.

End of Consent Calendar

- G. Memorandum of Understanding with Los Alamitos Police Officers' Association (Administration)**

This Resolution adopts a three-year Memorandum of Understanding (MOU) with the Los Alamitos Police Officers Association (POA), effective July 1,

2021 through June 30, 2024.

This item was postponed until February 7, 2022.

Recommendation: Adopt Resolution No. 2022-04, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE LOS ALAMITOS POLICE OFFICERS' ASSOCIATION THROUGH JUNE 30, 2024".

10. DISCUSSION ITEM

A. Approval of Employment Agreement for Police Chief (Administration)

This report seeks approval of a new Employment Agreement for the position of Police Chief with Mr. Michael Claborn.

City Attorney Daudt provided a summary of the salary and compensation paid in the form of fringe benefits as required by SB 1436.

Motion/Second: Doby/Bates

Unanimously Carried: The City Council authorized the City Manager to execute the new Employment Agreement between the City of Los Alamitos and Michael Claborn for Police Chief services.

ROLL CALL

Mayor Hasselbrink	Aye
Mayor Pro Tem Doby	Aye
Council Member Bates	Aye
Council Member Chirco	Aye
Council Member Nefulda	Aye

11. ADJOURNMENT

The City Council adjourned at 6:36 p.m. in memory of Marv Jempso to Monday, February 28, 2022.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

**MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS**

SPECIAL MEETING – February 7, 2022

1. CALL TO ORDER

The City Council met in Special Session at 5:30 p.m., Monday, February 7, 2022, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

2. ROLL CALL

Present: Council Members: Bates, Chirco, Nefulda,
Mayor Pro Tem Doby, Mayor Hasselbrink

Absent: Council Members: None

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

3. PUBLIC HEARING

A. Public Hearing #2 to Receive Input from the Community Regarding the Redrawing of Election District Boundaries (City Clerk)

Every ten years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal population. The redistricting process for the City of Los Alamitos must be completed by April 17, 2022.

City Clerk Quintanar introduced the item and welcomed Justin Levitt, NDC consultant. Mr. Levitt gave a PowerPoint presentation and answered questions from the City Council.

Mayor Hasselbrink opened the Public Hearing. There was no one present wishing to speak.

City Council and Staff discussed the following:

- No geographical size requirement for each district

- Residents in long term care facilities and institutions (i.e. hospitals, military bases, schools) are included in the 2020 Census data

The City Council:

1. Conducted a public hearing to receive public input on district boundaries; and,
2. Received a report from Staff on the redistricting process and permissible criteria to be considered to redraw district boundaries.

4. **CONSENT CALENDAR**

Mayor Hasselbrink opened the Consent Calendar for public comment. There being no one present wishing to speak, Mayor Hasselbrink closed the Consent Calendar for public comment.

Council Member Bates asked questions for Item 4C.

Motion/Second: Chirco/Bates

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

A. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (City Attorney)

For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

The City Council made the following findings by a majority vote:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

B. Memorandum of Understanding with Los Alamitos Police Officers' Association (Administration)

This Resolution adopts a three-year Memorandum of Understanding (MOU) with the Los Alamitos Police Officers Association (POA), effective July 1, 2021 through June 30, 2024.

The City Council adopted Resolution No. 2022-04, entitled, "A

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE LOS ALAMITOS POLICE OFFICERS' ASSOCIATION THROUGH JUNE 30, 2024".

C. Personnel Change – Development Services and Recreation and Community Services Department (Recreation)

This report outlines the personnel change for the Recreation & Community Services Department & Development Services Department Budget.

City Manager Simmons summarized the Staff report and answered questions from the City Council.

City Council and Staff discussed the supervision of the position and stated support for the creativity of the position and opportunities for additional training and job responsibility

The City Council approved a budget amendment in the amount of \$19,367 to the Recreation & Community Services Department budget and \$19,367 to the Development Services Department budget for a full-time Recreation Supervisor.

5. ADJOURNMENT

The City Council adjourned at 5:58 p.m. to Monday, February 28, 2022, at 6:00 p.m.

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 10B

To: Mayor Shelley Hasselbrink & Members of the City Council

From: Michael S. Daudt, City Attorney

Subject: Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings

SUMMARY

For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

RECOMMENDATION

Make the following findings by a majority vote of the City Council:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

BACKGROUND AND DISCUSSION

Assembly Bill 361 (AB 361) was signed into law by the Governor on September 16, 2021. A portion of AB 361 enacted amendments to California Government Code section 54953 regarding teleconference meetings. Those amendments authorize local agencies, like the City, to continue to conduct meetings by teleconference¹ during a Governor-proclaimed state of emergency² provided that certain findings are made by the legislative body, and provided that certain procedural requirements are met regarding public access to the meetings.

¹ A "teleconference" occurs for purposes of AB 361 whenever one or more members of the City Council connect to a City Council meeting via electronic means. Thus, even if four members of the City Council meet in person, if the fifth joins the meeting via Zoom, the meeting will be a teleconference meeting that must be conducted in accordance with the requirements of AB 361.

² For purposes of AB 361 "...'state of emergency' means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act..." Cal. Gov't Code Sec. 54953(e)(4). Section 8265 of CESA in turn refers to a state of emergency proclaimed by the Governor

A new requirement in AB 361 requires specific findings be reaffirmed at least every thirty (30) days in order for the City Council to continue to have the option for one (1) or more of its members to use teleconferencing.

The Required Findings

The teleconference provisions in AB 361 may only be utilized as long as a Governor-proclaimed state of emergency remains active, or while state or local officials have recommended measures to promote social distancing. When either of those is the case (both are true at this time), then in order to continue to teleconference using the new provisions of AB 361, the City Council must make the following findings by majority vote every 30 days:

(A) The City Council has reconsidered the circumstances of the state of emergency; and

(B) Either of the following circumstances exist:

- (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; or
- (ii) State or local officials continue to impose or recommend measures to promote social distancing³.

To comply with that requirement, the recommended action would have the City Council find each of the following:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

The "Every 30 Days Thereafter" Requirement

As noted above, AB 361 findings must be made "no later than 30 days after teleconferencing for the first time pursuant to [AB 361], and every 30 days thereafter..."

In order to preserve the option for the City Council or individual members of the City Council to participate in meetings during the pandemic via teleconference in the future, the City Council will have to adopt the required findings at least every 30 days.

Potential Consequence of Not Making the Findings Every 30 Days

AB 361 does not expressly state what happens if a legislative body fails to make the required findings "every 30 days." However, it expressly requires the timely re-approval of the findings "in order to continue to teleconference" in the manner that AB 361 authorizes.

³ Cal Gov't Code Sec. 54953(e)(3)

As a result, if the City Council does not adopt the required findings every 30 days, then the City Council could be precluded from continuing to teleconference thereafter, perhaps even if the City Council was willing to adopt the findings at a later date. For this reason, the City Attorney recommends that the City Council adopt the required findings at this time and at least every 30 days thereafter, unless the City Council decides as a permanent matter that it will no longer permit teleconferencing at all (e.g., regardless of whether the state of emergency worsens).

Procedural Requirements for The Conduct of Teleconference Meetings

AB 361 contains several new requirements for the conduct of teleconference meetings with which the City has prepared to comply. Specifically, each meeting must:

1. Allow members of the public to attend and comment at the meeting via call-in option or internet-based service option; and,
2. Protect the statutory and constitutional rights of the parties and the public appearing before the legislative body; and,
3. In the event of disruption which prevents broadcasting the meeting or which prevents members of the public from offering public comments via the call-in or internet-based option, the City Council must take no further action until the disrupted public access is restored; and,
4. The City may not require public comments to be submitted in advance, and must offer the opportunity for the public to offer comments “in real time” during the meeting; and,
5. The public must be allowed “a reasonable amount of time per agenda item to allow members of the public to provide public comment, including time for members of the public to register [to log into the teleconference], or otherwise be recognized for the purpose of providing public comment.

FISCAL IMPACT

None.

Submitted by: Michael S. Daudt, City Attorney

Approved by: Chet Simmons, City Manager

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 10C

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Amendment to the Resolution Establishing Salaries and Benefits for Non-Represented Employees to Include Finance Manager

SUMMARY

This report outlines the personnel changes for the Finance Department Budget.

RECOMMENDATION

1. Adopt Resolution No. 2022-06, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING JOB DESCRIPTION FOR FINANCE MANAGER
2. Adopt Resolution No. 2022-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES TO INCLUDE FINANCE MANAGER"; and,
3. Approve a budget amendment for Fiscal year 2021-2022 in the Finance Department for an additional \$86,624 for a full-time Finance Manager position.

BACKGROUND

The Finance Department has undergone significant turnover since 2020. In addition to the vacancy of the part-time Special Projects Coordinator, the Senior Finance Assistant is currently vacant, and recruitment for a replacement is underway. These staffing shortages have prevented the department in functioning at an optimal level. In addition, several long-term initiatives are on hold, including a financial system upgrade, electronic payroll, banking, and other cost reviews.

DISCUSSION

The City Manager's Office has identified personnel changes that are desired to increase efficiency and enhance overall services to Los Alamitos' residents and businesses. With the addition of a full-time Finance Manager in place of a part-time Special Projects Coordinator, the Finance Department will be able to function in a more clear and efficient manner. The addition of this position also creates a clear checks and balances system to ensure that the department's internal controls are up to Government Financial Officers Associations (GFOA) standards. This is an important consideration, as the City's auditors did alert management of potential span of control issues that could result in potential issues and findings in future audits. Addressing this issue is an important step in ensuring the prudent management of public funds, while ensuring transparency and accountability.

The Finance Manager will provide direction to and day-to-day supervision of support staff, in addition to performing diverse, specialized and complex assignments involving significant accountability and decision-making responsibility, and furthering department goals and objectives, such as system upgrades and other cost reviews. The position will also add additional levels internal control, as identified in the audit, redundancy, and support long-term planning.

Resolution 2022-06 seeks to approve the job description for the Finance Manager. 2022-07 seeks to add the Finance Manager position to Middle Management. This position was not previously included in Non-Represented Employees Resolution. There are no proposed changes to any of the terms and conditions of employment for the Non-Represented Employees previously approved in Resolution 2021-25. The job description and respective salary schedules are included.

FISCAL IMPACT

The fiscal impact associated with this proposed change will be approximately \$86,624 (which includes associated benefits and PERS-related costs) for a full-time Finance Manager.

Submitted by: Craig Koehler, Director of Finance
Fiscal Impact Reviewed by: Craig Koehler, Director of Finance
Approved by: Chet Simmons, City Manager

*Attachment: 1. Resolution 2022-06 – Finance Manager Job Description
2. Resolution 2022-07 – Non-Represented Agreement*

RESOLUTION NO. 2022-06

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, ADOPTING A JOB
DESCRIPTION FOR FINANCE MANAGER**

WHEREAS, the job description has been developed for the Full-Time, Non-Represented position – Finance Manager; and,

WHEREAS, the new job description will be effective February 28, 2022.

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

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

SECTION 2. The City Council Approves the job description for Finance Manager (Exhibit A).

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

PASSED, APPROVED, AND ADOPTED this 28th day of February 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at an adjourned regular meeting of the City Council held on the 28th day of February, 2022, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS

Job Description

FINANCE MANAGER**THE POSITION**

The Finance Manager is a member of the Finance Division. The position is responsible for supervising the Finance Division. The division handles accounts payable, accounts receivable, payroll, general accounting, benefits, and purchasing.

ESSENTIAL JOB FUNCTIONS

Under the direction of the Finance Director, the Finance Manager is required to perform the following essential job functions: develop and implement goals, policies and priorities relating to financial management and accounting; supervises the preparation of accounts payable, accounts receivable and payroll records; reviews and approves cash receipts and warrants; makes journal entries to adjust ledgers and subsidiary accounts; prepare monthly bank reconciliation's and financial reports; researches and corrects accounting errors; analyzes and implements accounting procedures and recommends improved work methods and accounting practices; prepares a variety of financial statements; supervises and evaluates clerical and accounting staff; answers inquiries concerning financial and accounting methods; compiles and reviews accounting records for independent audits; reviews and approves purchase order and bid requests; assists with the audit, and preparation of annual budget; and performs other duties and assignments as directed by Supervisor.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of governmental accounting, auditing and financial principles and practices; cash management; local government budgeting methods, purchasing and general accounting and payroll procedures, including federal and state income tax and sales tax laws; internal accounting standards and financial controls; financial analysis and forecasting methods; personal computers and windows based software, including spreadsheet applications and peripheral office equipment; computer information systems for accounting and payroll data bases; and principles and practices of personnel supervision.

DESIRABLE EXPERIENCE AND TRAINING

Any combination providing the required knowledge, skills and abilities is qualifying. Atypical combination is: graduation from an accredited college/university with a Bachelors degree in Accounting, Finance, Business Administration or a related field, and four years performing increasingly responsible governmental accounting work which includes at least one (1) year in a supervisory capacity.

RESOLUTION NO. 2022-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES TO INCLUDE FINANCE MANAGER

WHEREAS, on November 15, 2021, the City Council adopted Resolution 2021-25 establishing the salaries and benefits for Non-Represented Employees; and,

WHEREAS, the City of Los Alamitos hereby amends the Non-Represented Salaries and Benefits resolution to add a Finance Manager position to Middle Management; and,

WHEREAS, the new salary schedules for Finance Manager will become effective February 28, 2022; and,

WHEREAS, this Resolution amends Resolution No. 2021-25.

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

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

SECTION 2. Section 3, Subsection C.2. of Resolution 2021-25 is hereby amended to state:

C. EMPLOYEE OR NON-REPRESENTED EMPLOYEE:

2. Middle Management employees are the following positions: Recreation Manager, Development Services Manager, Finance Manager, Police Captain, Public Services Superintendent, and Support Services Manager.

SECTION 3. Amends the Non-Represented Employees Salary Schedule to include Finance Manager, effective February 28, 2022, attached hereto as Exhibit A.

SECTION 4. Resolution No. 2021-25, Exhibit A – Salary Schedules are hereby repealed in their entirety.

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

PASSED, APPROVED, AND ADOPTED this 28th day of February 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 28th day of February, 2022 by the following vote, to wit:

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

Windmera Quintanar , MMC, City Clerk

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

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

EXHIBIT A

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

Employment Category

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

Fair Labor Standards Act Classification

E = Exempt from overtime

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

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

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
 EFFECTIVE NOVEMBER 6, 2022

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	2	C - E	HOURLY	32.98	34.73	36.55	38.47	40.50
				MONTHLY	5,716.53	6,019.87	6,335.33	6,668.13	7,020.00
				ANNUAL	68,598.40	72,238.40	76,024.00	80,017.60	84,240.00
324	Recreation Supervisor	2	MM - E	HOURLY	33.92	35.77	37.74	39.81	42.00
				MONTHLY	5,879.47	6,200.13	6,541.60	6,900.40	7,280.00
				ANNUAL	70,553.60	74,401.60	78,499.20	82,804.80	87,360.00
330	Assistant to the City Manager	1	C - E	HOURLY	42.22	44.33	46.54	48.88	51.33
				MONTHLY	7,318.13	7,683.87	8,066.93	8,472.53	8,897.20
				ANNUAL	87,817.60	92,206.40	96,803.20	101,670.40	106,766.40
		2	HOURLY	39.14	41.09	43.14	45.29	47.57	
			MONTHLY	6,784.27	7,122.27	7,477.60	7,850.27	8,245.47	
			ANNUAL	81,411.20	85,467.20	89,731.20	94,203.20	98,945.60	
355	Recreation Manager	1	MM - E	HOURLY	42.25	44.96	47.82	50.88	54.12
				MONTHLY	7,323.33	7,793.07	8,288.80	8,819.20	9,380.80
				ANNUAL	87,880.00	93,516.80	99,465.60	105,830.40	112,569.60
		2	HOURLY	41.27	43.31	45.43	47.32	49.16	
			MONTHLY	7,153.47	7,507.07	7,874.53	8,202.13	8,521.07	
			ANNUAL	85,841.60	90,084.80	94,494.40	98,425.60	102,252.80	
362	Administrative Services Manager	2	A - E	HOURLY	44.96	47.21	49.57	52.04	54.64
				MONTHLY	7,793.07	8,183.07	8,592.13	9,020.27	9,470.93
				ANNUAL	93,516.80	98,196.80	103,105.60	108,243.20	113,651.20
365	Development Services Manager	2	MM-E	HOURLY	44.96	47.21	49.57	52.04	54.64
				MONTHLY	7,793.07	8,183.07	8,592.13	9,020.27	9,470.93
				ANNUAL	93,516.80	98,196.80	103,105.60	108,243.20	113,651.20
340	Finance Manager	2	MM-E	HOURLY	44.96	47.21	49.57	52.04	54.64
				MONTHLY	7,793.07	8,183.07	8,592.13	9,020.27	9,470.93
				ANNUAL	93,516.80	98,196.80	103,105.60	108,243.20	113,651.20
370	City Clerk	1	A - E	HOURLY	43.20	45.36	47.64	50.02	52.52
				MONTHLY	7,488.00	7,862.40	8,257.60	8,670.13	9,103.47
				ANNUAL	89,856.00	94,348.80	99,091.20	104,041.60	109,241.60
		2	HOURLY	40.02	42.04	44.14	46.34	48.64	
			MONTHLY	6,936.80	7,286.93	7,650.93	8,032.27	8,430.93	
			ANNUAL	83,241.60	87,443.20	91,811.20	96,387.20	101,171.20	
373	City Clerk/ Director of Communication	1	A - E	HOURLY	45.36	47.64	50.02	52.52	55.14
				MONTHLY	7,862.40	8,257.60	8,670.13	9,103.47	9,557.60
				ANNUAL	94,348.80	99,091.20	104,041.60	109,241.60	114,691.20
		2	HOURLY	42.04	44.14	46.34	48.64	51.08	
			MONTHLY	7,286.93	7,650.93	8,032.27	8,430.93	8,853.87	
			ANNUAL	87,443.20	91,811.20	96,387.20	101,171.20	106,246.40	
380	Support Services Manager	1	MM - E	HOURLY	51.34	53.91	56.60	59.43	62.39
				MONTHLY	8,898.93	9,344.40	9,810.67	10,301.20	10,814.27
				ANNUAL	106,787.20	112,132.80	117,728.00	123,614.40	129,771.20
		2	HOURLY	47.57	49.94	52.44	55.07	57.82	
			MONTHLY	8,245.47	8,656.27	9,089.60	9,545.47	10,022.13	
			ANNUAL	98,945.60	103,875.20	109,075.20	114,545.60	120,265.60	

**CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE NOVEMBER 6, 2022**

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
405	Finance Director	1	A - E	HOURLY	55.70	61.25	66.84	71.64	77.97
				MONTHLY	9,654.67	10,616.67	11,585.60	12,417.60	13,514.80
				ANNUAL	115,856.00	127,400.00	139,027.20	149,011.20	162,177.60
		2		HOURLY	51.60	56.76	61.91	66.40	72.25
				MONTHLY	8,944.00	9,838.40	10,731.07	11,509.33	12,523.33
				ANNUAL	107,328.00	118,060.80	128,772.80	138,112.00	150,280.00
390	Police Captain	1	MM - E	HOURLY	64.16	67.37	70.75	74.28	78.00
				MONTHLY	11,121.07	11,677.47	12,263.33	12,875.20	13,520.00
				ANNUAL	133,452.80	140,129.60	147,160.00	154,502.40	162,240.00
		2		HOURLY	58.92	61.86	64.95	68.21	71.62
				MONTHLY	10,212.80	10,722.40	11,258.00	11,823.07	12,414.13
				ANNUAL	122,553.60	128,668.80	135,096.00	141,876.80	148,969.60
400 430	Administrative Services Director Recreation & Community Svcs Director	1	A - E	HOURLY	58.49	64.33	70.19	75.24	81.87
				MONTHLY	10,138.27	11,150.53	12,166.27	13,041.60	14,190.80
				ANNUAL	121,659.20	133,806.40	145,995.20	156,499.20	170,289.60
	2		HOURLY	54.19	59.61	65.04	69.72	75.85	
			MONTHLY	9,392.93	10,332.40	11,273.60	12,084.80	13,147.33	
			ANNUAL	112,715.20	123,988.80	135,283.20	145,017.60	157,768.00	
410	Development Services Director	1	A - E	HOURLY	61.41	67.54	73.70	78.99	85.96
				MONTHLY	10,644.40	11,706.93	12,774.67	13,691.60	14,899.73
				ANNUAL	127,732.80	140,483.20	153,296.00	164,299.20	178,796.80
		2		HOURLY	56.90	62.59	68.26	73.21	79.64
				MONTHLY	9,862.67	10,848.93	11,831.73	12,689.73	13,804.27
				ANNUAL	118,352.00	130,187.20	141,980.80	152,276.80	165,651.20
440	Police Chief	1	A - E	HOURLY	68.04	74.83	81.64	88.43	95.25
				MONTHLY	11,793.60	12,970.53	14,150.93	15,327.87	16,510.00
				ANNUAL	141,523.20	155,646.40	169,811.20	183,934.40	198,120.00
		2		HOURLY	62.46	68.71	74.95	81.20	87.45
				MONTHLY	10,826.40	11,909.73	12,991.33	14,074.67	15,158.00
				ANNUAL	129,916.80	142,916.80	155,896.00	168,896.00	181,896.00
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

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

Fair Labor Standards Act Classification

E = Exempt from overtime

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

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

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
 EFFECTIVE NOVEMBER 5, 2023

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	2	C - E	HOURLY	33.64	35.42	37.28	39.24	41.31
				MONTHLY	5,830.93	6,139.47	6,461.87	6,801.60	7,160.40
				ANNUAL	69,971.20	73,673.60	77,542.40	81,619.20	85,924.80
324	Recreation Supervisor	2	MM - E	HOURLY	34.60	36.49	38.49	40.61	42.84
328	Public Works Supervisor			HOURLY	34.60	36.49	38.49	40.61	42.84
				MONTHLY	5,997.33	6,324.93	6,671.60	7,039.07	7,425.60
				ANNUAL	71,968.00	75,899.20	80,059.20	84,468.80	89,107.20
330	Assistant to the City Manager	1	C - E	HOURLY	43.06	45.22	47.47	49.86	52.36
				MONTHLY	7,463.73	7,838.13	8,228.13	8,642.40	9,075.73
				ANNUAL	89,564.80	94,057.60	98,737.60	103,708.80	108,908.80
		2	HOURLY	39.92	41.91	44.00	46.20	48.52	
			MONTHLY	6,919.47	7,264.40	7,626.67	8,008.00	8,410.13	
			ANNUAL	83,033.60	87,172.80	91,520.00	96,096.00	100,921.60	
355	Recreation Manager	1	MM - E	HOURLY	43.10	45.86	48.78	51.90	55.20
				MONTHLY	7,470.67	7,949.07	8,455.20	8,996.00	9,568.00
				ANNUAL	89,648.00	95,388.80	101,462.40	107,952.00	114,816.00
		2	HOURLY	42.10	44.18	46.34	48.27	50.14	
			MONTHLY	7,297.33	7,657.87	8,032.27	8,366.80	8,690.93	
			ANNUAL	87,568.00	91,894.40	96,387.20	100,401.60	104,291.20	
362	Administrative Services Manager	2	A - E	HOURLY	45.86	48.15	50.56	53.08	55.73
				MONTHLY	7,949.07	8,346.00	8,763.73	9,200.53	9,659.87
				ANNUAL	95,388.80	100,152.00	105,164.80	110,406.40	115,918.40
365	Development Services Manager	2	MM-E	HOURLY	45.86	48.15	50.56	53.08	55.73
340	Finance Manager	2		HOURLY	45.86	48.15	50.56	53.08	55.73
				MONTHLY	7,949.07	8,346.00	8,763.73	9,200.53	9,659.87
				ANNUAL	95,388.80	100,152.00	105,164.80	110,406.40	115,918.40
370	City Clerk	1	A - E	HOURLY	44.06	46.27	48.59	51.02	53.57
				MONTHLY	7,637.07	8,020.13	8,422.27	8,843.47	9,285.47
				ANNUAL	91,644.80	96,241.60	101,067.20	106,121.60	111,425.60
		2	HOURLY	40.82	42.88	45.02	47.27	49.61	
			MONTHLY	7,075.47	7,432.53	7,803.47	8,193.47	8,599.07	
			ANNUAL	84,905.60	89,190.40	93,641.60	98,321.60	103,188.80	
373	City Clerk/ Director of Communication	1	A - E	HOURLY	46.27	48.59	51.02	53.57	56.24
				MONTHLY	8,020.13	8,422.27	8,843.47	9,285.47	9,748.27
				ANNUAL	96,241.60	101,067.20	106,121.60	111,425.60	116,979.20
		2	HOURLY	42.88	45.02	47.27	49.61	52.10	
			MONTHLY	7,432.53	7,803.47	8,193.47	8,599.07	9,030.67	
			ANNUAL	89,190.40	93,641.60	98,321.60	103,188.80	108,368.00	
380	Support Services Manager	1	MM - E	HOURLY	52.37	54.99	57.73	60.62	63.64
				MONTHLY	9,077.47	9,531.60	10,006.53	10,507.47	11,030.93
				ANNUAL	108,929.60	114,379.20	120,078.40	126,089.60	132,371.20
		2	HOURLY	48.52	50.94	53.49	56.17	58.98	
			MONTHLY	8,410.13	8,829.60	9,271.60	9,736.13	10,223.20	
			ANNUAL	100,921.60	105,955.20	111,259.20	116,833.60	122,678.40	

EXHIBIT A

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
405	Finance Director	1	A - E	HOURLY	56.81	62.48	68.18	73.07	79.53
				MONTHLY	9,847.07	10,829.87	11,817.87	12,665.47	13,785.20
				ANNUAL	118,164.80	129,958.40	141,814.40	151,985.60	165,422.40
		2		HOURLY	52.63	57.90	63.15	67.73	73.70
				MONTHLY	9,122.53	10,036.00	10,946.00	11,739.87	12,774.67
				ANNUAL	109,470.40	120,432.00	131,352.00	140,878.40	153,296.00
390	Police Captain	1	MM - E	HOURLY	65.44	68.72	72.17	75.77	79.56
				MONTHLY	11,342.93	11,911.47	12,509.47	13,133.47	13,790.40
				ANNUAL	136,115.20	142,937.60	150,113.60	157,601.60	165,484.80
		2		HOURLY	60.10	63.10	66.25	69.57	73.05
				MONTHLY	10,417.33	10,937.33	11,483.33	12,058.80	12,662.00
				ANNUAL	125,008.00	131,248.00	137,800.00	144,705.60	151,944.00
400 430	Administrative Services Director Recreation & Community Svcs Director	1	A - E	HOURLY	59.66	65.62	71.59	76.74	83.51
				MONTHLY	10,341.07	11,374.13	12,408.93	13,301.60	14,475.07
				ANNUAL	124,092.80	136,489.60	148,907.20	159,619.20	173,700.80
		2		HOURLY	55.27	60.80	66.34	71.11	77.37
				MONTHLY	9,580.13	10,538.67	11,498.93	12,325.73	13,410.80
				ANNUAL	114,961.60	126,464.00	137,987.20	147,908.80	160,929.60
410	Development Services Director	1	A - E	HOURLY	62.64	68.89	75.17	80.57	87.68
				MONTHLY	10,857.60	11,940.93	13,029.47	13,965.47	15,197.87
				ANNUAL	130,291.20	143,291.20	156,353.60	167,585.60	182,374.40
		2		HOURLY	58.04	63.84	69.63	74.67	81.23
				MONTHLY	10,060.27	11,065.60	12,069.20	12,942.80	14,079.87
				ANNUAL	120,723.20	132,787.20	144,830.40	155,313.60	168,958.40
440	Police Chief	1	A - E	HOURLY	69.40	76.33	83.27	90.20	97.16
				MONTHLY	12,029.33	13,230.53	14,433.47	15,634.67	16,841.07
				ANNUAL	144,352.00	158,766.40	173,201.60	187,616.00	202,092.80
		2		HOURLY	63.71	70.08	76.45	82.82	89.20
				MONTHLY	11,043.07	12,147.20	13,251.33	14,355.47	15,461.33
				ANNUAL	132,516.80	145,766.40	159,016.00	172,265.60	185,536.00
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

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Fair Labor Standards Act Classification

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 11D

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Professional Services Agreement (PSA) with Joncowest LLC. for Janitorial Services for City Facilities

SUMMARY

On January 4, 2022, staff received and reviewed bids to the City's Request for Proposals (RFP) 2021-11 for janitorial services for the Civic Center including the Community Center complex.

RECOMMENDATION

1. Award the bid for RFP 2021-11; and,
2. Authorize the Mayor to execute the Professional Services Agreement with Joncowest, LLC for janitorial services in an amount not to exceed \$5,262.00 per month for a term of one year with an option for up to two 1-year extensions.

BACKGROUND

The City is responsible for eight separate City facilities to clean and sanitize including common areas both for employees and visitors alike. The facilities include City Hall 1, City Hall 2, the Council Chamber, the Public Works Garage, the Public Works break room/LATV building, the Community Center, the Youth Center building, and the Pre-school building.

With the recent departure of the Public Works Division team member responsible for the nightly janitorial duties, the City sought different options to continue the work load. One of which was the possibility of contracting out janitorial services.

DISCUSSION

Before the recent departure of personnel, the City had two staff members responsible for the upkeep of facilities and park restrooms, including the restrooms at Oak

Gymnasium. One staff will be kept with the responsibilities of the night time cleaning of the Police Department, the park restrooms, and the Los Alamitos Museum. The janitorial contract will be responsible for the rest of the City's facilities including Oak Gymnasium. This will provide better coverage at a more efficient manner as the vacant full time position will be moved to the day crew to provide additional support.

On December 15, 2021, RFP 2021-11 was released and was advertised in the newspaper on December 15, 2021, December 22 2021, and December 29, 2021.

From the four bids received, it was determined by staff that the lowest responsible bid submitted was from Joncowest LLC., with a total bid amount of \$5,262.00 (monthly). The bid results are provided below:

COMPANY	MONTHLY BID AMOUNT
Joncowest LLC.	\$5,262.00
Premier Property Preservation	\$5,568.78
Base Hill Inc.	\$6,885.65
Ultimate Maintenance Services Inc.	7,600.00

This agreement proposes an initial term of one year with an option to extend for up to two additinoal 1-year extensions by mutual agreement of the parties.

FISCAL IMPACT

The monthly cost is \$5,262 which amounts to an annual cost of \$63,144. Funding for this contracted services will be incorporated into the mid-year budget adjustment process in the amount of \$21,048 to cover the remainder of FY 21-22. The FY 22-23 budget will reflect the total annual cost of \$63,144.

Submitted by: Ron Noda, Development Services Director
 Fiscal Impact Reviewed by: Craig Koehler, Finance Director
 Approved by: Chet Simmons, City Manager

Attachment: 1. Professional Services Agreement with Joncowest
 2. Bid Submitted by Joncowest LLC dated January 4, 2022

JANITORIAL SERVICES AGREEMENT
Jancowest LLC.

THIS AGREEMENT FOR JANITORIAL SERVICES (“Agreement”) is made and entered into, to be effective this 28 day of February 2022 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and Jancowest, LLC (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to provide janitorial services for City facilities.

B. In response to City’s formal Request for Proposals No. 2020-11 (RFP), dated December 15, 2021, Contractor has submitted to City a written proposal, dated January 4, 2022, to provide the desired janitorial services.

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

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

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the Los Alamitos Janitorial Services Proposal, dated January 4, 2022, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RPF No. 2021-11, dated December 15, 2021; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2rd) the RFP, and (3rd) Contractor’s Proposal.

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed five thousand two hundred and sixty-two Dollars (\$5,262.00) per month. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of one (1) year, ending on February 28, 2023. Upon mutual written agreement of the Parties, the Agreement may be extended for up to two additional one (1) year terms through February 28, 2025.

4. COORDINATION OF PROJECT SERVICES

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

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

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

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

4.4 Independent Contractor.

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

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

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

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

4.5 PERS Eligibility Indemnification.

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

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

5. INSURANCE

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

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

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

(\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

attorneys' fees and other related costs and expenses.

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

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

7. REPORTS AND RECORDS

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

8.6 Termination for Default of Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

10. MISCELLANEOUS PROVISIONS

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

To City:

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

With copy to:

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

To Contractor:

Joncowest LLC
268 N. Lincoln Avenue, Suite 8
Corona, CA 92882
help@joncowest.com

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

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

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the

benefit of the Parties' successors and assignees.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Shelley Hasselbrink
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Joncowest LLC

By: _____
Pattie Patrick
Owner

By: _____
Jaheyla Jones
Chief Operations Officer (COO)

**Response to Request for Proposals:
RFP 2021-11 Janitorial Services for City Facilities**



Submitted By:



Joncowest LLC
268 N Lincoln Ave
Suite 8
Corona, CA 92882

Contact Person:

Pattie Patrick, Manager
Phone: 424-526-6241
Email: help@joncowest.com

Date Submitted:

January 4, 2022

January 4, 2022

Attn: Ron Noda
Development Services Director
City of Los Alamitos

3191 Katella Avenue
Los Alamitos, CA 90720



RE: Janitorial Services for City Facilities

Dear Mr. Noda:

On behalf of Joncowest LLC (Joncowest), I am pleased to submit this Proposal to the City of Los Alamitos.

Joncowest has assessed the needs considered the needs of the City and has created a team with the essential knowledge and experience required to carry out the scope of project and functions described. Joncowest ensures customers satisfaction and completion of projects through our transition plan and efficient communication.

This proposal highlights Joncowest's years of experience, staff capabilities and provides references to a few of many satisfied customers. Additionally, our proposal's submission is in accordance with the terms and conditions outlined in the Request for Proposal document and will remain valid for at least 90 days after the due date.

If any additional information is required about our firm or this proposal, please do not hesitate to contact Pattie Patrick. Pattie has the authority to bind Joncowest LLC to a contract with the City of Los Alamitos.

Best regards,

Pattie Patrick, Manager

TABLE OF CONTENTS

Cover Letter	1
Table of Contents	3
B. Company Data	4
C. Proposal	5
Letter of Introduction	5
Firm's Approach to Delivering the Scope of Services	5
Company Profile	8
Principle Office Location	8
Qualifications of Assigned Personnel	8
References	10
Cost Proposal	12
List of Personnel to be Assigned	13
Insurance	13
Attachment A: Cost Proposal Form	14
Attachment B: Resumes	14



B. COMPANY DATA

Official Firm Name and Address	Joncowest LLC 268 N. Lincoln Ave Suite 8 Corona, CA 92882
Point of Contract	Pattie Patrick, Owner 268 N Lincoln Ave Suite 8 Corona, CA 92882 Phone #: 424-526-6241 Email: help@joncowest.com
Type of Entity	Limited Liability Corporation
Federal Employer I.D. Number	46-3329567
Firm's Location	268 N Lincoln Ave Suite 8 Corona, CA 92882 Phone #: 424-526-6241
Ownership Statement	Joncowest LLC is not owned by another company or individual
Number of Years in Business	46 years
All Current Comparable Contracts	See Provided References
Areas of Specialization	Government and Commercial janitorial services
Failure or Refusal to Complete a Contract	None
Financial Interests in Other Lines of Business	None
Known Conflicts of Interest	None

C. PROPOSAL

Letter of Introduction

Joncowest understands that transitioning to a new janitorial provider can be an undertaking filled with the unknown. We plan to formulate a plan which provides a seamless transition for the City of Los Alamitos.

Drawing on our years of experience in the janitorial industry, Joncowest will provide superior service on time and on budget. Our dedicated team has reviewed the scope of services, walked the job site, and has developed a comprehensive service plan which will go above and beyond the City of Los Alamitos expectations.

In the following pages, Joncowest will lay out our roadmap towards fulfilling the project RFP# 2021-06. Our roadmap includes: Transition Plan, Staff Training, Equipment Training, and Quality Control.

Firm's Approach to Delivering the Scope of Services

Transition Plan

Joncowest performs a Phase-In stage with each new contract. Our Project Manager will take several steps to ensure our familiarization with each site's unique requirements and operations.

During the Phase-In stage we will develop schedules and protocols for the assigned team members

Preparation/Start-up and planning will involve:

- Contracting Meeting with Customer
- Site Walk Through
- Development of a Requirements Check List
- Facility Condition Report covering any Pre-Existing Performance Concerns
- Site Specific Training for Cleaning Technicians and Supervisors
- Badging/Background processing
- Contract Deliverables
- Establishing Contractor Storage Space
- Facility Condition Report (current performance)
- Safety Procedures
- Security Requirements
- Uniforms Including Required PPE

- Vendor/Ordering Materials & Equipment/Training
- Work Plan/ Orientation

The Phase-In stage is the key to our successful track record of providing exceptional janitorial services to government agencies and commercial clientele.

Staffing Training

While the executive staff of Joncowest are working with the City of Los Alamitos to provide a seamless transition of services, our Human Resources team will be working on training our staff, so they are ready to begin work fully prepared on day one.

Joncowest training consists of:

Basic Office Cleaning — Detailing the systematic steps to daily office cleaning covering, desk servicing, trash removal, general dusting, and floor care. This includes viewing training media and demonstrations of the proper techniques to use. Emphasis is on quality cleaning, proper product use, and safety.

Disinfectant Surface Cleaning — Detailing the systematic steps to daily surface cleaning covering desk, cabinets, phones, tables, appliances, fixtures, door handles, and sinks.

Ground Rules for Professional Custodians — Enforcing the establishment of a professional attitude in all custodial workers includes the instilling of pride in workmanship and total awareness of our quality requirements. Also the strategic approach in focusing on the "do's and don'ts" in such areas as personal conduct, security, cleaning techniques, customer relations, building mechanical controls, energy conversation, and work patterns are highly emphasized.

Specific Contract Training – Each contract and location is unique within itself. Inclusive in our training is a customized training program for specific requirements in the contract from cleaning task to security and safety requirements. We also address government furnished property, tenant missions, physical security, fire and traffic regulations.

Basic Rest Room Cleaning — Proper procedures for cleaning, disinfecting, and servicing of fixtures and accessory items found in all rest rooms are covered in great detail including viewing recorded with a demonstration of the proper techniques. Again, emphasis is on quality cleaning, proper product use, and safety.

Daily Floor Maintenance — Covering basic procedures to care for both carpet and tile floor surfaces using such techniques as micro flat mop dusting, spray buffing, wet flat mopping and damp flat mopping, and HEPA vacuuming as requested per the RFP #2021-06.

Material Training

All newly hired employees will be required to attend our standard orientation/training as part of our hiring process. This training includes specific training on use of specialized equipment, supplies, and chemicals and is provided in partnership with our supply vendors, who by request can be physically on-site to assist in this training.

The success of this training will produce the following:

- Introductions to cutting-edge technologies designed to improve cleaning standards while reducing labor cost and hazards
- Installation of safer work practices that will comply with the City of Los Alamitos required measures of duties & responsibilities per the RFP #2021-06
- Trained Staff Members who will continually self-evaluate their work, ensuring that the results are reachable and satisfactory

Equipment Training

Equipment maintenance begins with the equipment operator. Each operator is trained in the proper use and care of equipment. Equipment that will be assigned to this contract complies with all Government safety standards. Included in each operator's job description is the requirement to clean and maintain the equipment after each use.

Inspection of the equipment's condition and cleaning of the equipment after each use is incorporated into our Quality Control Inspection Program. The Crew Leader incorporates the inspection of equipment into their daily responsibilities.

All equipment and tools provided by Joncowest shall be heavy-duty commercial grade equipment for performance of the City of Los Alamitos needs. Equipment showing signs of wear to the extent that a task cannot be performed will be promptly replaced.

All equipment shall have bumpers and guards to prevent marking or scratching fixtures, furnishings, or building surfaces. Electrical equipment used by Joncowest shall be UL approved, meeting OSHA requirements, and all other safety requirements as specified in RFP #2021-06.

Quality Control

Joncowest's traveling supervisor will be responsible for ensuring that our high cleaning standards are met. Our Supervisor will employ the following Quality Control process:

- **Inspections:** Facilities will be inspected on a regular schedule, along with weekly unannounced inspections. Using customized quality control inspection reports, the Supervisor will review the cleaning staffs work and note all findings.



- **Deficiency Correction:** Any deficiencies found during the inspections are listed on the quality control reports. These deficiencies are corrected through employee coaching and training. Once the deficiencies have been corrected, the Supervisor documents the steps taken to correct the problem and the report is forwarded to the Project Manager for review.
- **Process Improvement:** The Project Team will review the quality control reports monthly to identify the root cause of any repetitive deficiencies and changes to the Joncowest training process, if necessary leading to remedying these deficiencies.

Company Profile

Jonwest is certified with the Women’s Business Enterprise National Council (WBENC) and California certified Small Business that has been actively engaged in providing residential and commercial janitorial services since 1975. Joncowest is a domestic LLC business entity that is registered with the California Secretary of State.

Located in Corona California, Joncowest offers a wide range of professional cleaning services for commercial and industrial locations. Our dedicated project team has decades of janitorial and facilities maintenance experience. Here at Joncowest we have a documented history of providing similar scopes of work to those outlined in the City of Los Alamitos’ RFP #2021-06.

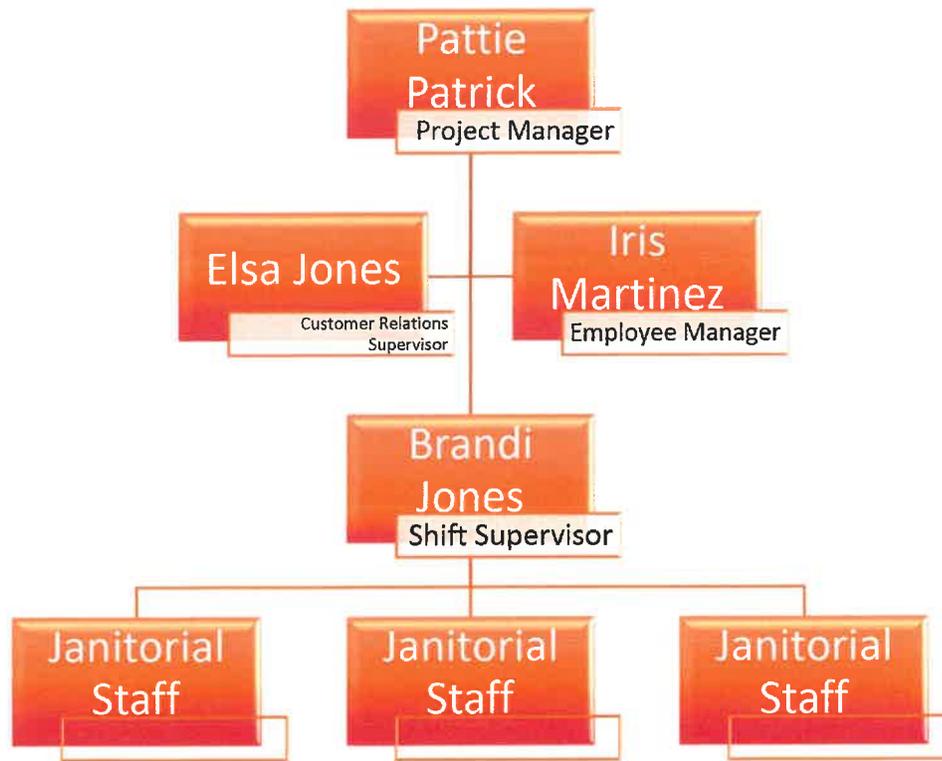
Joncowest has serviced over 20 million square feet of commercial space while adhering to the highest industry standards pertaining to safety, biohazards, sanitation, Covid-19 mitigation protocols, green cleaning, and customer service. Through our extensive training program and on-boarding process, Joncowest educates our employees on optimum cleaning standards that we apply to each opportunity we have to service our clientele.

Principle Office Location

Joncowest will provide the janitorial services outlined in this solicitation from our Corona California facility.

Qualifications of Assigned Personnel

Proposed Project Team



Pattie Patrick, Project Manager

Ms. Patrick will be responsible for the management of personnel, company assets, resources, health and safety protocols, training, coaching, and motivation of leadership staff.

Iris Martinez, Employee Manager

Ms. Martinez will be responsible for identifying and assigning Joncowest staff to the City of Los Alamitos RFP #2021-06. Ms. Martinez will assist in the overall direction, coordination, and evaluation of staff engaged in cleaning and maintaining the City of Los Alamitos locations.

Elsa Jones, Customer Service Supervisor

Ms. Jones will work with the City of Los Alamitos with regards to Joncowest policies, practices, and programs regarding safety. Ms. Jones will monitor all safety concerns and report any findings to the City of Los Alamitos Project Manager.

Ms. Jones will also oversee Joncowest’s facility staffing, employee relations, equal opportunity acts, and health and safety policies and practices to ensure that all applicable provisions of federal and state labor laws including the maintenance of necessary files are adhered to.

Brandi Jones, Shift Supervisor

Ms. Jones will be the Shift Supervisor and will provide janitorial staff leadership to manage the City of Los Alamitos. She will ensure that Joncowest’s high cleaning standards are being met and all quality control documentation is completed and archived. Ms. Jones will also conduct quality control inspections, facility equipment inspections, and will ensure that the facility is properly maintained. When deficiencies are discovered, she will report them to the proper project contacts.

Full resumes provided as Attachment B

References

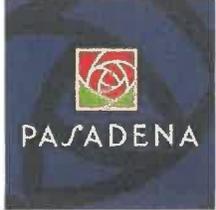
Reference 1: Walmart Fulfillment Center

	Walmart Fulfillment Center Multiple Centers: 8103, 7049, 8799, and 6561
Contract Dates:	10/15/2018 to present
Contact:	Randall Bishop Facilities Manager 6720 Kimball Ave Chino, CA 97108 Phone: (909) 313-3116

Reference 2: City of Santa Barbara

	City of Santa Barbara Property Address: 1221 Anacapa Street Santa Barbara, CA 93101
Contract Dates:	06/13/2020 to present
Contact:	Dion Tait, Supervisor Facility Maintenance 1221 Anacapa Street Santa Barbara, CA 93101 Phone: (805) 564-5657

Reference 3: City of Pasadena

	City of Pasadena Property Address: 100 N Garfield Ave Pasadena, CA 91101
Contract Dates:	05/16/2020 to present
Contact:	Michael Woolson, Management Analyst City of Pasadena 100 N Garfield Ave Pasadena, CA 91101 Office: (626) 744-7359

Reference 4: California Highway Patrol

	California Highway Patrol Inland Division Air Operations Sacramento, CA 95811
Contract Dates:	04/01/2020 to present
Contact:	Lila Peranteau, Office Technician California Highway Patrol 601 North 7 th Street Sacramento, CA 95811 Office: (760) 240-8004

Reference 5: California Department of Motor Vehicles

	California Department of Motor Vehicles Multiple Locations: Victorville, Barstow, & Needles
Contract Dates:	01/01/2020 to present
Contact:	Victoria Prevost, SSM 1 California DMV 2415 First Ave MS F106 Sacramento, CA 95818 Office: (916) 657-8772

Cost Proposal

Section F: Proposal Schedule is provided as Attachment A. Below are the hourly rates for each service category:

Janitorial Staff
Team Member
 \$26.50 hourly rate includes blended rates
 8 hours nightly
 40 hours weekly
 172 hours monthly

Project Manager/Upper Office Staff
 \$30.60 hourly rate includes blended rates
 5.3 hours weekly
 23 hours monthly

List of Personnel to be Assigned

The specific staff that will be assigned to each site are:

Site	On-Site Personnel
City Hall 1	Ivan Perez
City Hall 2	Ivan Perez
City Council Chamber	Ivan Perez
Community Center	Ivan Perez
The Youth Center	Cloys Jones
Public Works Break Room	Cloys Jones
Public Works Garage	Cloys Jones
Preschool Building	Cloys Jones

Insurance

Joncowest has reviewed the insurance requirements set forth by the City of Los Alamitos, RFP #2021-06 and affirms that they can provide requested proof and documentation as described and said insurance will be in force at the time of contract execution.



ATTACHMENT A: COST PROPOSAL FORM

ATTACHMENT B: RESUMES

**SECTION F
PROPOSAL SCHEDULE**

**REQUEST FOR PROPOSAL (RFP) 2021-06
TRAFFIC SIGNAL MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

DESCRIPTION OF CITY FACILITY	SQUARE FOOTAGE	FREQUENCY PER WEEK	UNIT PRICE
CITY HALL 1	2,280	5	\$830.00
CITY HALL 2	2,256	5	\$830.00
CITY COUNCIL CHAMBER	1,920	5	\$275.00
COMMUNITY CENTER	8,956	5	\$1350.00
THE YOUTH CENTER	3,419	5	\$717.00
PUBLIC WORKS BREAKROOM	1,800	5	\$450.00
PUBLIC WORKS GARAGE OFFICES	1,600	5	\$380.00
PRESCHOOL BUILDING	1,100	5	\$430.00
		TOTAL	\$5262.00

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

Proposal Schedule Total: \$5262.00 _____

Proposal Schedule Total (in word): Monthly proposal schedule of five
thousand, two hundred and sixty two
dollars and zero cents.

Joncowest
Company Name of Proposer

1/3/2022
Date

Pattie Patrick

Facilities Manager

13692 Aspen Leaf Lane
Eastvale, CA 92880
(956) 784-5787
help@joncowest.com

SKILLS

Multi-tasking, Billing, Accounts Payable & Receivables, Procurements,
Bidding, Estimates, Payroll, Bookkeeping, Proficiency in MS Office and
Outlook, Manages vendor relationships and trains, Conducts
financial/business analysis. Ability to lead. Negotiates major projects.

EXPERIENCE

JoncoWest, Eastvale, California - *Executive Manager*

April 2015 - PRESENT

- Responsible for all operations, acting as contact for all staff, prospects, community organizations, government agencies and the public.
- Supervises, directs, and motivates staff
- Develops annual operating and capital budgets. Aggressively anticipates and minimizes negative budget variances and deficits.

Fresh Start, Corona, California - *Housekeeping Manager*

September 2012 - October 2014

- Handle all work schedules and manage open positions, vacations and absenteeism to ensure that all work is completed per statement of work.
- Inspects customer accounts to verify quality of work and compliance with site specific procedures and customer's statement of work.

EDUCATION **Ohio State University**, - *BS in Business Management*

April 1982 - October 1986

Acquired proficiency in communication, entrepreneurship, finances, and data sciences and operations.

Elsa Jones

18081 Biscayne Blvd Aventura, FL 33160 (956) 460-1812, Email: ElsaJ@joncowest.com

handling disputes.

EXPERIENCE

JoncoWest LLC, Corona, CA — Human Resources Recruiter

August 2018 - Present
Manage all phases of recruitment, including defining hiring management needs and posting positions.

- Support Employee relocation by helping new hires
- Communicate the duties, compensation, benefits and working conditions
- Conducting Employee on-boarding and help organizing training
- Performance Management and employee engagement
- Provided guidance on Employee relations and matters of corrective action
- Managed company organizational structure, roles, responsibilities, and staffing Levels

Phuff Industries, Los Angeles, CA — Human Resources

- January 2016 - July 2018
- Implemented effective HR policies to ensure all practices are in compliance with Labor and employment regulations
- Perform General administrative tasks, Document creation, and answering phone
- Facilitate employee performance and review quarterly and annually
- Dealt with difficult staffing duties including understaffing, firing, disciplinary procedures and

EDUCATION

Columbus State, Industrial relations 550 E. Spring Street, Columbus OH 43215

Spring 2009 - Spring 2011
Associates of Science Degree
Transfer for Bachelor of Business Administration

SKILLS

- Employee Relations Onboarding
- Scheduling
- HRM specialist
- Coaching
- Communication skills Administrative Task
- Proactivity.

Iris Martinez 13051 Ramona Ave. Unit #27 Chino, CA. 91710 (909) 242-1621
Irismartinez1978.im@gmail.com

Skills

Ability to train and supervise Janitorial, Sanitation and Facilities technicians. Engages in Facility strategies and partners up with all facility stakeholders to ensure execution is accomplished. High Technical Capacity, Good Time Management and organizational skills, Leadership and Problem-solving skills, Strong analytical skills, Safety minded and able to multi-task. Proactive approach instead of reactive. Strong communication skill and Bilingual in Spanish.

Experience

April 2019 - PRESENT

Joncowest, Walmart Fulfillment Center - Operations Manager

- Scheduling and overseeing all maintenance-related work by managing a team of maintenance technicians and janitors
- Oversee and direct maintenance
- Maintain and coordinate scheduled and unscheduled staff.

March 2010 - April 2019

Jack in the Box Inc. Chino California - Shift Supervisor

- Lead the team members in achieving the shift targets according to franchise standards (i.e. safety, food quality, sanitation, cleanliness, and customer service)
- Performed administrative duties in the areas of cost control, cash handling and the completion of a required report for your shift
- Perform administrative duties in the areas of cost control, cash handling and the completion of a required report for your shift.

October 2000 - November 2005

McDonald's Inc. Southern California - Assistant Manager

- Oversees the people, processes, and operations for store location
- Establishes and reviews unit-specific performance targets in guest service
- Trains, coaches, and supports managers through planning, goal setting, and utilizing success routines.

Education

May 2006 - July 2008

Chaffey College, 5897 College Park Avenue Chino, CA 91710 - Associates of Arts (AA)

Concentration on English and Psychology

Cloys Jones

Regional Manager

Cloys Jones
13156 Baxter Springs Drive
Rancho Cucamonga, CA 91730

614 602 7700
jimmco@gmail.com

Skills

Excellent verbal and written communication skills. Ability to speak effectively before groups of customers or employees of organizations. Ability to read and interpret documents such as; safety rules, operating and maintenance instructions and procedure manuals. Ability to write routine reports and correspondence. Intermediate Microsoft Suite computer skills required. (Word, Excel, PowerPoint, Project, etc.)

Experience

Joncowest / Facilities Manager

May 2018 - PRESENT, Chino, California

Selects and assigns staff. Maintains records, prepares reports, and composes correspondence relative to the work. Evaluates and verifies employee performance. Train and supervise Janitorial, Sanitation and Facilities technicians.

Jonco Chemical Company / Floor Manager

April 2010 - June 2018, Columbus, Ohio

Safely and efficiently operated equipment through proactive preventive maintenance. Monitor the maintenance and upkeep of all mechanical equipment. Utilizes various equipment for scrubbing, buffing and waxing floors. Performed minor repairs as may be required.

JD Atlas Commercial / Janitorial Manager

May 2000 - October 2010, Columbus Ohio

Working Supervisor, Sweeps, vacuums, mops, scrubs, waxes and polishes floors using industrial vacuum cleaners and scrubbing and buffing machines.

Education

Columbus State Community College / Business Management Cert.

March 2008 - December 2008, Columbus, Ohio

- organizational management
- Organizational Behavior
- Marketing
- Accounts
- Human Resource Management

BRANDI JONES

(714)406-1013 Brandikj@gmail.com

130 Valley St Pasadena, CA 91105

Experience:

WALMART DISTRIBUTION (SUPERVISOR) — 11/20 - 03/20 LOS ANGELES

- To get involved in performance management of associates (e.g. sickness/ absence, lateness, returns to work, etc.)
- To solve and manage customer issues as they arise and refer to the senior management team when necessary
- To assist in the development and retention of an effective team
- To ensure good housekeeping is maintained throughout all areas in the store, and to communicate with the senior management team in case an incident happens
- To communicate with the management team on a daily basis with information regarding personnel, product and procedures

STAPLES (SHIFT SUPERVISOR) — 04/17 - 03/20 LOS ANGELES, CA

- Creates a work environment that promotes teamwork, recognition, mutual respect and employee satisfaction
- Notifies Pit Manager and/or Shift Manager immediately of any unusual activity of high limit play
- Controls and directs games in progress by monitoring and providing assistance and dealer correction
- Provides and monitors on-the-job training for Dealers to ensure staff receives adequate guidance, resources, and information for adequate job performance
- Provide recognition and improvement coaching's for Team Members in accordance with company policy
- Provide top level customer service by answering questions, resolving disputes and filling requests

TUESDAY MORNING (SUPERVISOR) — 07/14 - 02/17 DALLAS, TX

- Acts as store manager in the absence of the Manager and Assistant Manager
- Develop and retain talented employees, by recognising and rewarding performance through monthly development plans and annual performance reviews
- Perform good customer service by assisting customers in person or on the phone. Provide information to customers on current product features and benefits
- Assist Store and Assistant Managers in managing all personnel, product and merchandising functions, business processes and store results
- Attends mall/center management meetings in the absence of the General Manager / Associate Manager
- Assists with daily management responsibilities of the store
- Assist in recruiting, training and developing Sales Associates

Education — University of Austin 2012 - 2016 - Bachelor of Science

Skills

- Excellent ability to monitor and manage the customer service experience on the sales floor
- Strong verbal communication skills with demonstrated leadership ability - coach, observe and provide feedback
- Working knowledge of basic cleaning chemicals and equipment
- Ability to coach and motivate a team to exceed sales and profit results
- Detail oriented and highly organized
- Excellent ability to monitor and manage customer service on the sales floor
- The work conditions are representative and typical of similar jobs in comparable organizations
- Proficient with office tasks, including Windows, and Microsoft Office

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 10E

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Resolution No. 2022-05 – CalRecycle SB 1383 Local Assistance Grants

SUMMARY

This report seeks Council's authorization to apply for CalRecycle SB 1383 Local Assistance Grant. The grant would assist the City's effort in education and implementation of requirements associated with SB 1383.

RECOMMENDATION

Adopt Resolution No. 2022-05, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION FOR ALL CALRECYCLE GRANT AND PAYMENT PROGRAMS FOR WHICH THE CITY OF LOS ALAMITOS IS ELIGIBLE".

BACKGROUND

The California Department of Resources Recycling and Recovery (CalRecycle) offers funding opportunities authorized by legislation to assist public entities in the safe and effective management of the waste stream. The SB 1383 Local Assistance Grant provides one-time grant funding to support implementation and regulation requirements associated with SB 1383.

DISCUSSION

Staff is seeking authority to apply for a CalRecycle SB 1383 Local Assistance Grant. This non-competitive grant program will provide \$20,000 of funding to assist with mandates associated with SB 1383, including but not limited to:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and outreach (includes organic waste and edible food recovery)

- Enforcement and inspection
- Program Evaluation/Gap Analysis
- Procurement Requirements
- Record Keeping

Following consideration by the City Council, the next step in the grant process will require the submittal of a Letter of Designation, Letters of Authorization, and an adopted City Council Resolution. The deadline for submittal of these documents is March 1, 2022. If the grant is awarded to the City, the funds should be received in Fall 2022.

Fiscal Impact

None.

Submitted By: Ron Noda, Recreation Manager
Approved by: Chet Simmons, City Manager

Attachment: 1. Resolution 2022-05

RESOLUTION NO. 2022-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION FOR ALL CALRECYCLE GRANT AND PAYMENT PROGRAMS FOR WHICH THE CITY OF LOS ALAMITOS IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and,

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and administration of the application, awarding, and management of the grant programs; and,

WHEREAS, CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant program.

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

SECTION 1. The City of Los Alamitos is authorized to submit an application to CalRecycle for any and all grant and payment programs offered.

SECTION 2. The City Manager, or his/her designee is hereby authorized and empowered to execute in the name of the the City of Los Alamitos all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved grant or payment project.

SECTION 3. These authorizations are effective through February 28, 2026.

SECTION 4. The City Clerk shall certify as the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 28th day of February, 2022.

Shelly Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 28th day of February, 2022, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 10F

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Windmera Quintanar, MMC, City Clerk

Subject: Support of Federal Per- and Polyfluoroalkyl Substances (PFAS) Legislation that Protects Ratepayers and Water/Wastewater Agencies

SUMMARY

Consideration of a Resolution supporting the Orange County Water District's (OCWD's) and Orange County Sanitation District's (OCSD) legislative platform: CERCLA exemption for water and wastewater agencies that simply receive and treat for Per- and Polyfluoroalkyl Substances (PFAS); continued use of cost-benefit analysis in the establishment of future drinking water standards and request to provide funding for PFAS remediation to water and wastewater agencies.

RECOMMENDATION

Adopt Resolution No. 2021-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, SUPPORTING FEDERAL PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS), LEGISLATION THAT PROTECTS RATEPAYERS AND WATER AND WASTEWATER AGENCIES".

BACKGROUND

Per- and polyfluoroalkyl substances (PFAS), which includes Perfluorooctanoic acid (PFOA) and Perfluorooctane Sulfonate (PFOS), are a large group of synthetic fluorinated organic chemicals used in many industries since the 1940s. Deemed the "Forever Chemical," the unique chemical structure of PFAS make them exceptional surface-active agents for municipal, consumer and industrial products, with over thousands of compounds produced globally.

PFAS is essentially any product that is non-stick or water resistant. An example would be certain cooking pans, cleaning products and other similar products. The chemical properties of PFAS make them highly soluble, mobile and difficult to remove through chemical and biological processes employed in conventional water and wastewater

treatment. Based on these properties, PFAS have been detected around the globe in groundwater and drinking water sources. Citizens across the country have had exposure to PFAS due to its discharge into our water systems by the manufacturers or through the use of PFAS containing products. Continued exposure to PFAS may result in adverse health effects according to the Environmental Protection Agency.

Current PFAS Mitigation

OCWD manages the Orange County Groundwater Basin that supplies 77% of the water supply to 2.5 million people in north and central Orange County. PFAS has been detected in this groundwater basin and OCWD is funding the cost (over 30 years) of over \$1 Billion for the construction and operation of treatment facilities. Golden State Water Company which serves Los Alamitos residents, has found PFAS in one of the wells that serves its West County system, however, that well was taken out of service in 2019.

DISCUSSION

Both the Orange County Water District and Orange County Sanitation District have developed a legislative platform related to PFAS treatment and water quality regulations which the City should consider supporting. The platform has three tenets: 1) exemption from CERCLA liability for water and wastewater agencies, 2) inclusion of the long-standing cost-benefit analysis in development of water regulations and 3) funding for PFAS treatment.

In 1980, “Superfund” or as it is less commonly known, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) provided the federal government with the authority and funding to address cleanup of toxic waste sites, and then pursue reimbursement of those costs by pursuing the pollutant manufacturers and the companies that caused the toxic waste site. CERCLA also gave citizens the right to sue “polluters” if the federal government didn’t sue the polluters.

Under legislation currently being considered by Congress (HR 2467, The PFAS Action Act of 2021), Congress will direct the EPA to declare PFAS a toxic chemical within one year of the adoption of the Act. At that time, the Orange County Groundwater Basin, because it contains PFAS, would come under CERCLA jurisdiction and OCWD would be considered polluters; this would open them up to third party citizen lawsuits as the federal government would not sue local water and wastewater agencies. Under its current language, H.R. 2467 contains an exemption from this liability for airports – OCWD (and OCSD, because they will also be subject to citizen lawsuits) are asking that they also be exempted from liability. This request is based upon the fact that both OCWD and OCSD had no responsibility for the presence of PFAS in their systems. The attached draft resolution supports changing the language of the current legislation to include an exemption for local water and wastewater agencies.

There have been potential amendments in recent months to the Safe Drinking Water Act that delete the long-standing cost benefit analysis. Under existing law, the USEPA ensures that public health benefits of new drinking water standards are reasonably

balanced with the compliance costs that water system ratepayers will ultimately incur. Eliminating this analysis would burden ratepayers of all income levels with substantial costs to comply with drinking water standards. As a result, the attached resolution supports the inclusion of cost-benefits analysis in the future water quality rulemaking process.

The final element of the legislative position supports Federal Government efforts to provide funding for PFAS remediation to water and wastewater agencies. Upon approval of the resolution, the City will send letters to various legislators requesting support for the platform.

Lisa Ohlund, consultant retained by the Orange County Water District to assist with this initiative, has indicated the following cities have adopted resolutions and/or sent letters of support for this item as of February 14, 2022:

Anaheim	Huntington Beach	Seal Beach
Brea	La Habra	Stanton
Buena Park	La Palma	Tustin
Fountain Valley	Orange	Villa Park
Fullerton	Placentia	Westminster
Garden Grove	Santa Ana	Yorba Linda

FISCAL IMPACT

There is no fiscal impact with respect to approval of this specific resolution. There are potential cost increases or savings based on the individual elements of the legislative platform. Based upon existing pollution control laws, the City could face CERCLA liability for simply receiving and treating PFAS through its sewer system, which would significantly increase costs through third-party liability lawsuits. Additionally, should the cost-benefit analysis element of establishing water quality regulations be removed, the City could face significantly increased water and sewer costs that would be borne by City ratepayers. Finally, City water ratepayers, could benefit from potential Federal funding opportunities for PFAS treatment if PFAS is ever found in regulated quantities in the water supplied to residents by Golden State Water Company.

Submitted by: Windmera Quintanar, MMC, City Clerk
Approved by: Chet Simmons, City Manager

Attachment: 1. Resolution No. 2021-08

RESOLUTION NO. 2022-08**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, SUPPORTING FEDERAL PFAS LEGISLATION THAT PROTECTS RATEPAYERS AND WATER/WASTEWATER AGENCIES**

WHEREAS, PFAS are a group of chemicals developed by chemical manufacturers that would otherwise not exist naturally and despite playing no role in releasing PFAS into the environment, cities and water agencies must find ways to remove them from local water supplies; and,

WHEREAS, PFAS have been detected in the Orange County Groundwater Basin, managed by Orange County Water District, and are estimated to cost Orange County communities more than \$1 billion, over 30 years—a cost that will likely increase; and,

WHEREAS, Ratepayers are at risk from pending PFAS legislation and associated PFAS costs and water agencies and stakeholders must take action to inform members of Congress of these devastating impacts; and,

WHEREAS, All PFAS-related legislation must exempt water and wastewater agencies from any liability for PFAS cleanup costs; and,

WHEREAS, A water utility that complies with applicable and appropriate federal management and treatment standards must not be responsible for current and future costs associated with a PFAS cleanup; and,

WHEREAS, Given the potential for federal legislation to expose water agencies that simply receive and treat water supplies with across-the-board liability for PFAS-related cleanups when they have no responsibility for the presence of PFAS, an explicit exemption from Superfund clean-up liability must be made for water and wastewater agencies; and,

WHEREAS, Under existing law (Safe Drinking Water Act), the USEPA ensures that public health benefits of new drinking water standards are reasonably balanced with the compliance costs that water system ratepayers will ultimately incur and eliminating this analysis would burden ratepayers of all income levels with astronomical costs to comply with drinking water standards; and,

WHEREAS, When setting drinking water standards for PFOA and PFOS, we advocate for the USEPA to use this longstanding methodology.

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

SECTION 1. The City Council finds that the above recitals are true and correct.

SECTION 2. The City Council hereby supports these federal PFAS policy principles to protect water/wastewater agencies and their ratepayers.

SECTION 3. The City Council calls upon the Orange County Congressional Delegation and California Senatorial Delegation to cast votes implementing these public policy positions.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 28th day of February 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at an adjourned regular meeting of the City Council held on the 28th day of February, 2022, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 10G

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Citywide Street Striping and Pavement Marking (CIP 21/22-02)

SUMMARY

The citywide striping program assists in maintaining safe and up-to-date striping, and pavement markings that comply with current Federal and State standards. The City has allocated \$75,000 from Gas Tax and \$25,000 from General fund (CIP 21/22-02), which includes the design and installation of striping and pavement markings. The Streets that will be updated in 2021-2022 budget include streets in Old Town West neighborhood, Old Dutch Haven neighborhood, Briggeman Street, and Cerritos Avenue.

RECOMMENDATION

1. Approve the plans and specifications for the Traffic Striping and Pavement Markings in the Old Town West Neighborhood, Old Dutch Haven Neighborhood, Briggeman, Sausalito Street, and Cerritos Avenue (CIP No. 21/22-02) as recommend by the Traffic Commission; and,
2. Authorize Staff to solicit bids to begin facilitating the proposed striping and pavement markings.

BACKGROUND

Pavement markings are used to convey important safety messages to roadway users. It is of utmost importance to keep all pavement markings clear, concise, and up to date. Drivers and pedestrians depend on this when entering a parking lot or neighborhood. These days, drivers and pedestrians are more distracted than ever which makes clear pavement markings more important.

DISCUSSION

Willdan Engineering has prepared a signing, striping, and pavement marking plan to upgrade and update striping and pavement markings on selected city streets.

The proposed striping on Florista Avenue in the Old Town West neighborhood between Oak Street and Los Alamitos Boulevard will narrow travel lanes to 10 feet wide in each direction. A painted median and a buffer zone would be installed to create space when opening car doors. The buffer zone would provide additional clearance to improve the visibility when backing up. Similar traffic calming measures have been installed on other streets in Old Town West neighborhood to reduce the vehicular speed and improve the pedestrian safety. The proposed striping will complete the striping on Sausalito Street between Oak Street to Los Alamitos Boulevard.

The new striping and pavement marking on Briggeman will provide a left turn and a shared through-left turn lane at the intersection of Briggeman and Los Alamitos Boulevard to improve the traffic flow and safety.

Staff is recommending upgrading the striping and pavement markings on Cerritos Avenue to improve the safety along Los Alamitos High School by narrowing the travel lanes to 11' and installing bike lanes along Cerritos Avenue in both directions between Los Alamitos Boulevard and Bloomfield Avenue.

Attachment 1 present plans developed for Florista Street, Sausalito Street, Briggeman, Harrisburg Road, Snark Street, Cherry Street, Pine Street, Reagan Street, and Cerritos Avenue.

The estimated timeline for this project is listed below:

- 02/28/2022 Approval of plans & specifications by the City Council
- 03/07/2022 Advertise project
- 03/29/2022 Bid opening
- 04/18/2022 Award of Contract (City Council Meeting)
- 04/23/2022 Start of construction
- 06/30/2022 End of construction

FISCAL IMPACT

Staff will solicit bids. The estimated cost for the proposed striping and pavement markings is \$100,000. Gas Tax will provide \$75,000 and the General Fund will provide \$25,000 to fund the project.

Submitted by: Ron Noda, Acting Deputy City Manager
Fiscal Impact Reviewed by: Craig Koehler, Finance Director
Approved by: Chet Simmons, City Manager

*Attachment: 1. Bid and Specs for CIP No. 21/22-02
2. Plans for CIP No. 21/22-02*

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**Citywide Striping and Pavement Markings
CIP 21/22-(02)**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

MARCH 2022

NOTICE TO THE BIDDERS:

- 1. Contract bid documents: \$15 at counter or \$25 if purchased by mail (Prepaid amount/non-refundable).**
 - 2. Bid bond required – 10% of bid amount to be submitted with bid.**
 - 3. Bids must be received by 11 a.m. on the 29th day of March 2022**
-

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CITY OF LOS ALAMITOS

SPECIFICATIONS FOR

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:**

**Willdan Engineering
2401 East Katella Avenue, Suite 300
Anaheim, Ca 92806
(714) 978-8200**



Chris C. Kelley, P.E.
P.E. 83179
Expiration Date: 03-31-22



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

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TABLE OF CONTENTS
CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

NOTICE INVITING SEALED BIDS..... A

INSTRUCTIONS TO BIDDERSB

PROPOSAL INFORMATION AND DOCUMENTS.....C

CONTRACT INFORMATION AND DOCUMENTS..... D

STANDARD SPECIFICATIONSE

SPECIAL PROVISIONS - 700 SERIES F

SPECIAL PROVISIONS - ATTACHMENTS..... G

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SECTION A

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT SPECIFICATION NO. CIP 21/22-02

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, **3191 Katella Avenue, Los Alamitos, CA 90720** up to the hour of 11:00 a.m., on the 29th day of March 2022. The bids will be publicly opened and read at 11:00 a.m. on the 29th day of March 2022, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to remove existing marking and striping on Walnut Avenue between Katella Avenue and Sausalito Street and Chestnut Street between Katella Avenue and Cerritos Avenue. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents.

Copies of the plans, specifications, and contract documents are available from the City of Los Alamitos, **3191 Katella Avenue, Los Alamitos, CA 90720** upon payment of a **\$15.00 non-refundable fee if picked up, or payment of a \$25.00 non-refundable fee if mailed**. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid **Class A or C-10** contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

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

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

**“CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02”**

DO NOT OPEN WITH REGULAR MAIL”

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 11:00 a.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder’s security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier’s check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder’s bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

The Agency reserves the right to reject any and all bids.

If you have any questions, please contact *Chris Kelley*, at (562) 431-3538 extension 301.

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

SECTION B

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT SPECIFICATION NO. CIP 21/22-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute said work to completion before the expiration of **20 WORKING DAYS**. Contractor shall have sixty (60) calendar days for procurement time after the date in the Notice to Procure. No work shall be done until after procurement period ends. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Chris Kelley, City of Los Alamitos, (562)-431-3538, ext. 301

B1.05 SOIL INFORMATION

No soil report is required for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition, he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

THE CONTRACTOR SHALL PERFORM AN INDEPENDENT TAKE-OFF of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION C** are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years-experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant

to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

PROPOSAL INFORMATION AND DOCUMENTS

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

BID PROPOSAL

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, and STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

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

NAME OF BIDDER: _____
CONTRACTOR’S LICENSE NO.: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
DATE: _____

BID SCHEDULE (Continued)

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULES

CITYWIDE PAVMENT MARKING AND STRIPING INSTALL					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Detail 8	5,420	LF	\$	\$
	Detail 9	200	LF		
2	Detail 22	2,350	LF		
3	Detail 27B	6,260	LF		
4	Detail 29	1,240	LF		
5	Detail 32	700	LF		
6	Detail 38	2,300	LF		
7	Detail 39	3,620	LF		
8	Detail 39A	750	LF		
9	Detail 40	150	LF		
10	Pavement Markings	1,960	SF		
11	6-inch striping	2020	LF		
12	12-inch striping	1370	LF		
13	24-inch striping	700	LF		
14	Sign- Install	4	EA		
15	Sign and Post-Install	5	EA		
16	Sign and Post-Remove	3	EA		
Subtotal					

CITYWIDE PAVMENT MARKING AND STRIPING REMOVAL					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Sandblasting	12,900	LF	\$	\$
2	Sandblasting	1,580	SF		
Subtotal					

Bid Schedule Total \$ _____

Bid Schedule Total (in words):

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

(Company Name of Bidder)

(Date)

BID BOND

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of _____ dollars (\$ _____), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this __ day of _____, 2022.

PRINCIPAL* _____

SURETY* _____

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this day of....., 2022.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Los Alamitos in the amount of _____ Dollars (\$) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Los Alamitos provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ FAX: _____

E-mail: _____

Contractor's License No.: _____ Date License Issued: _____

License Expiration Date: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

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

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: _____ Federal / State: _____

If "yes", identify and describe, (including status): _____

Have the penalties been paid? Yes / No: _____

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: _____ Codes / Laws: Section / Article: _____

If "yes", identify and describe (including status): _____

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2022, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative Signature and Title

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

SECTION D

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
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

CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT SPECIFICATION NO. CIP 21/22-02 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT, SPECIFICATION NO. CIP 21/22-02 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ___ day of Month, 20XX (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT, SPECIFICATION NO. CIP 21/22-02, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

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

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

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

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

ARTICLE IV: Labor Code

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

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

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

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

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

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

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work,

CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

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

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

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

ARTICLE VII: Indemnification

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

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR

contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley	CONTRACTOR: [INSERT CONTACT]
CITY OF LOS ALAMITOS	CONTRACTOR’S BUSINESS NAME
3191 Katella Avenue	Mailing Street Address
Los Alamitos, CA 90720	City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

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

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this Xth day of Month, 20XX (*Council Action Date Here*)

CONTRACTOR: Contractor's Business Name

Contractor's Sign Name, Title
Contractor's License No. XXXXXX

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

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Mayor
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor’s Business Name, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of [DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]Dollars (\$XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys’ fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY’s obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20__.

Contractor* Contractor’s Signer’s Name, Title
Contractor’s Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

Surety* _____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

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

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That Contractor’s Business Name, hereinafter referred to as “CONTRACTOR” as PRINCIPAL, and , a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the “AGENCY” in the sum of [DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]Dollars (\$XXX,XXX.XX); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT PROECT, SPECIFICATION NO. CIP 21/22-02 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney’s fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ___ day of _____, 20__

Contractor* Name, Title of Signer _____
SURETY* _____
Contractor’s Business Name _____
Mailing Street Address _____
City, State, Zip Code _____
Telephone # _____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

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

NOTARY PUBLIC _____ (SEAL)
(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys’ fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of

_____, 20__.

Contractor*

Contractor’s Signer’s Name, Title
Contractor’s Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

SURETY*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.

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

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature of Declarant

Printed Name of Declarant

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____ Contractor's Business Name .
(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

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

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

Authorized Insurance Agent

Date: _____

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

STATEMENT REGARDING INSURANCE COVERAGE

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
- (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

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

Contractor's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

E-STANDARD SPECIFICATIONS

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

STANDARD SPECIFICATIONS

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2018 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 600 per the SSPWC.

0-2 NUMBERING OF SECTIONS

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

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

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

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 GENERAL

Delete the third paragraph and replace with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

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

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following paragraphs and subsections to Section 2-1:

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

The work includes, but is not necessarily limited to, the following items as shown on the plans and specified in these Special Provisions.

2-2 PERMITS

Delete the first paragraph and replace with the following:

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

2-3 RIGHT-OF-WAY

Add the following:

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

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

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

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Delete the first paragraph and replace with the following:

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

3-5 INSPECTION

Add the following:

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

3-10 SURVEY

3-10.1 GENERAL

Add the following:

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

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

3-12 WORK SITE MAINTENANCE

3-12.2 AIR POLLUTION CONTROL

Add the following Subsection:

3-12.2.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.

5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

Add the following to Subsection 7-8.6:

3-12.6.1 General

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

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

3-12.6.3 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 2015, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/> . The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

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

3-12.6.5 PAYMENT

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

3-13 COMPLETION AND ACCEPTANCE

3-13.3 WARRANTY

Add the following:

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

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled.

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

The following subsection is added to Subsection 3-13 of the SSPWC.

3-13.4 General Guaranty

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

SECTION 4 – CONTROL OF MATERIAL

4-1 GENERAL

Add the following:

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

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

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

4-4 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.

4-6 TRADE NAMES

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

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5-4.2 GENERAL LIABILITY INSURANCE

Section 5-4.2 is replaced in its entirety as follows:

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

5-4.2.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

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

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

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

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

5-4.3 WORKERS' COMPENSATION INSURANCE

Section 5-4.3 shall be replaced in its entirety as follows:

5-4.3.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A: VII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

Add the following:

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK

Add the following:

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

6-2 PROSECUTION OF WORK

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

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsections:

6-3.3 WORKING DAY

Add the following:

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

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

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Delete the title and text of Section 6-4.4 and replace it with the following:

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

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

6-9 LIQUIDATED DAMAGES

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

6-9 FORFEITURE DUE TO DELAY

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

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

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

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

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

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

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the

control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 5-5. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

6-12 DISPUTES AND CLAIMS

6-12.1 GENERAL

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

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

6-12.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

6-12.3 ARBITRATION

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

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

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

6-13 NOTICE OF POTENTIAL CLAIM

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

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 2-9 "Changed Conditions" and Subsection 6-3.2 "Contract Time Accounting" respectively.

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

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

SECTION 7 - PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

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

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

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

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

7-3.3 DELIVERED MATERIALS

Delete the text of section 7-3.3 and replace with the following:

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

400 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Delete the second paragraph and replace with the following:

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

All existing improvements, either within the right-of-way or not, 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.

403-3 PAYMENT

Add the following:

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

600 ACCESS

600-1 General

Add the following:

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

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

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

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

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

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

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

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

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

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

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

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

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

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

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

**CITYWIDE STRIPING AND PAVEMENT MARKING PROJECT
SPECIFICATION NO. CIP 21/22-02**

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans Revised Standard Plans, and Revised Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

81-3.02 Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be thermoplastic, unless otherwise shown on the Plans. Curb markings shall be paint, two (2) coats.

84-2.02B Thermoplastic. Traffic striping shall be thermoplastic including crosswalks, arrows and other pavement legends.

84-2.02C Paint. Traffic striping shall be paint including parking lot striping and pavement legends. Paint shall be ready-mixed rapid dry type.

Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by wet sandblasting per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

84-2.03C Application of Stripes and Markings.

84-2.03C(3) Painted Traffic Stripes and Pavement Markings. Paint shall be applied in two coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied prior to installation.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat of paint shall include glass beads.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed.

SIGNING AND STRIPING GENERAL NOTES

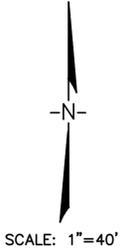
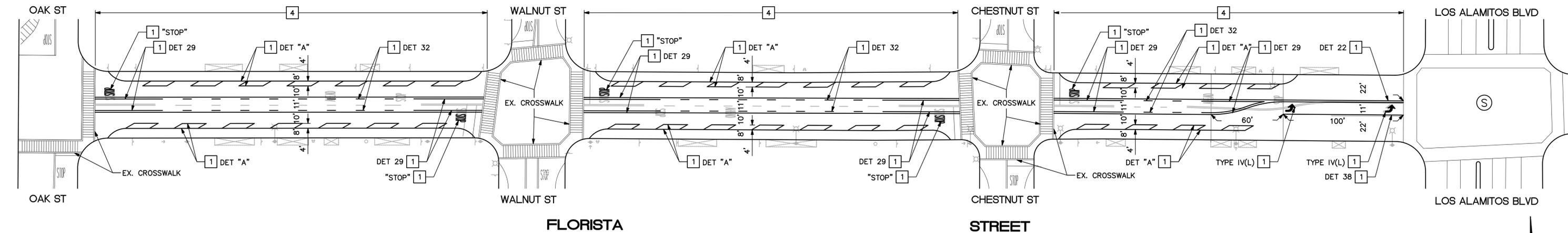
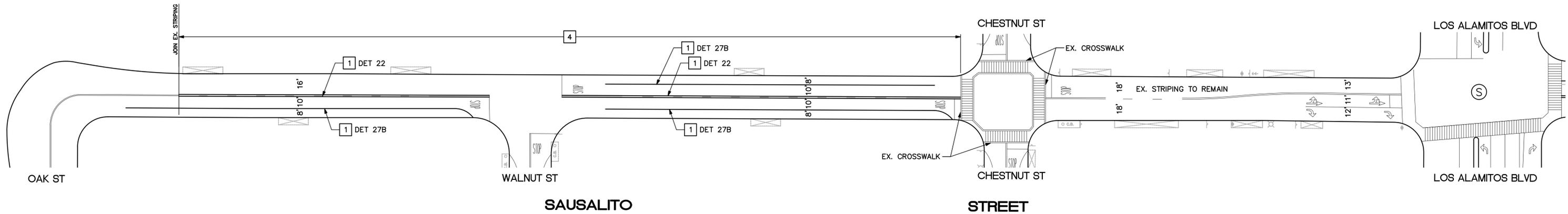
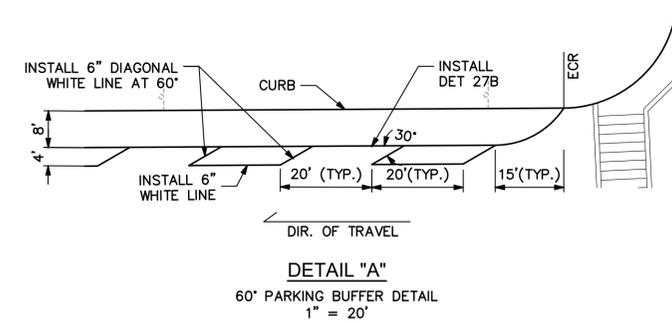
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- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
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- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

STRIPING CONSTRUCTION NOTES

- 1 INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- 4 REMOVE CONFLICTING STRIPING.

LEGEND

- (S) SIGNALIZED INTERSECTION



REVISIONS		
NUMBER	DATE	INITIALS

REFERENCES	
	APPV'D



		DATE
DRAWN BY	BC, MO	1/31/2022
CHECKED BY	FI	1/31/2022
DESIGNED BY	BC, MO	1/31/2022
APPROVED		1/31/2022
	City Engineer	Date

CITY OF LOS ALAMITOS
SIGNING & STRIPING PLAN
 SAUSALITO ST AND FLORISTA ST

SHEET 2 OF 7

NOT FOR CONSTRUCTION

FILE: L:\107051 - LOS AL TE Svcs (Previous\025244)\2022 City Wide Striping Project\900-PS&E\01-Plans\A-STRIPING-01-COLD TOWN WEST.dwg

USER: bcrnz DATE: Jan 31, 2022 4:22pm

SIGNING AND STRIPING GENERAL NOTES

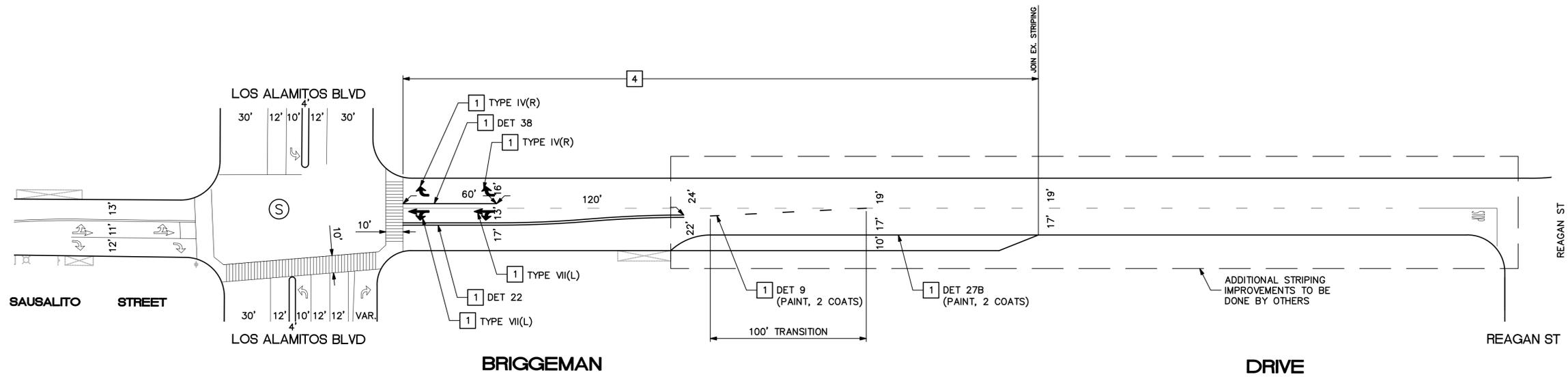
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FILE: I:\107051 - LOS AL TE Svcs (Previous\105244)\2022 City Wide Striping Project\900-P-PS&E\01-Plans\PL-STRIPING-02-BRIGGEMAN DR.dwg



SCALE: 1"=40'

USER: bcrnz DATE: Jan 31, 2022 4:22pm

	REVISIONS	REFERENCES			DATE	CITY OF LOS ALAMITOS SIGNING & STRIPING PLAN BRIGGEMAN DR	SHEET 3 OF 7																														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NUMBER</th> <th>DATE</th> <th>INITIALS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NUMBER		DATE	INITIALS															<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>APP'VD</th> </tr> </thead> <tbody> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </tbody> </table>	APP'VD					<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>DRAWN BY</td> <td>BC, MO</td> <td>1/18/2022</td> </tr> <tr> <td>CHECKED BY</td> <td>FI</td> <td>1/18/2022</td> </tr> <tr> <td>DESIGNED BY</td> <td>BC, MO</td> <td>1/18/2022</td> </tr> <tr> <td>APPROVED</td> <td> </td> <td>1/18/2022</td> </tr> <tr> <td> </td> <td>City Engineer</td> <td>Date</td> </tr> </tbody> </table>	DRAWN BY	BC, MO	1/18/2022	CHECKED BY	FI	1/18/2022	DESIGNED BY	BC, MO	1/18/2022	APPROVED	
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NOT FOR CONSTRUCTION

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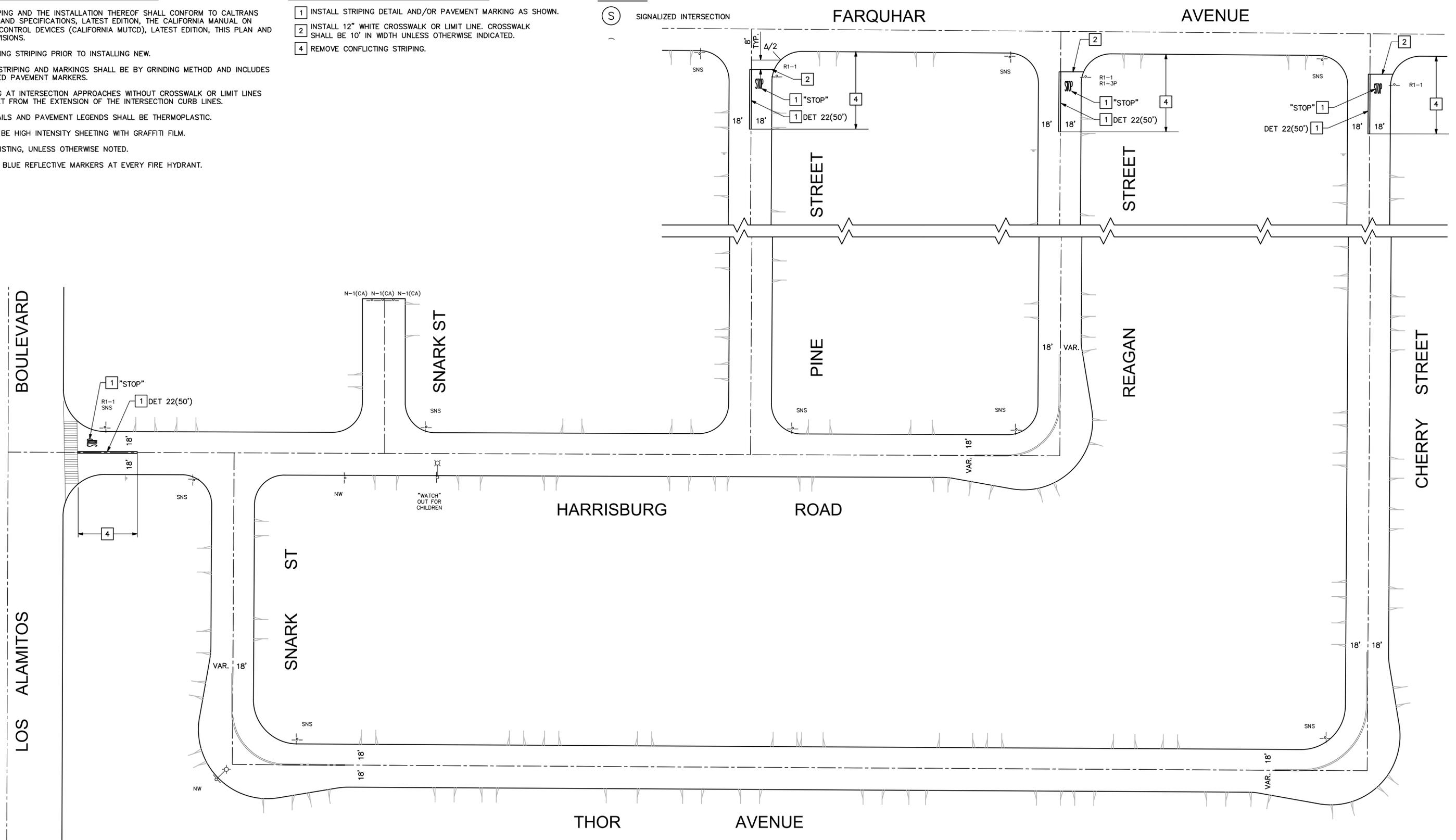
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SCALE: 1"=40'



REVISIONS			
NUMBER	DATE	INITIALS	

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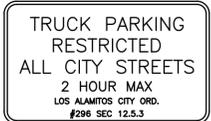
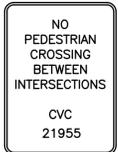


WILLDAN Engineering		DATE
DRAWN BY	BC, MO	12/22/2021
CHECKED BY	FI	12/22/2021
DESIGNED BY	BC, MO	12/22/2021
APPROVED		12/22/2021
City Engineer		Date

CITY OF LOS ALAMITOS
 SIGNING & STRIPING PLAN
 HARRISBURG RD, THOR AVE, SNARK ST, PINE ST, REAGAN ST,
 CHERRY ST

SHEET 4 OF 7

NOT FOR CONSTRUCTION



SIGNING AND STRIPING GENERAL NOTES

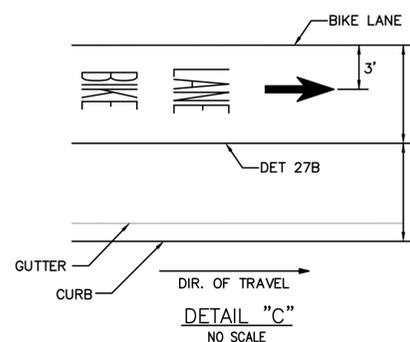
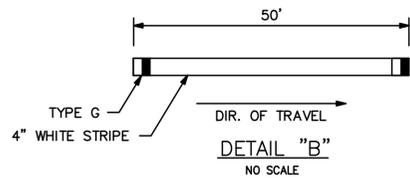
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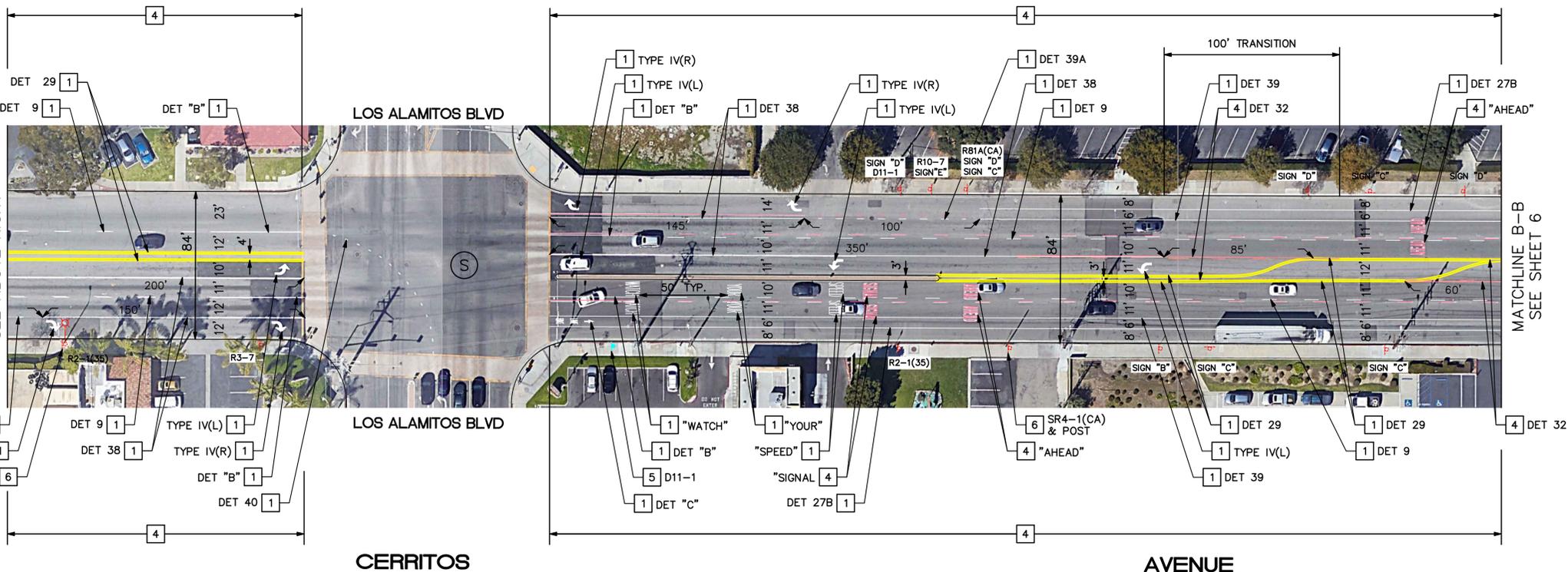
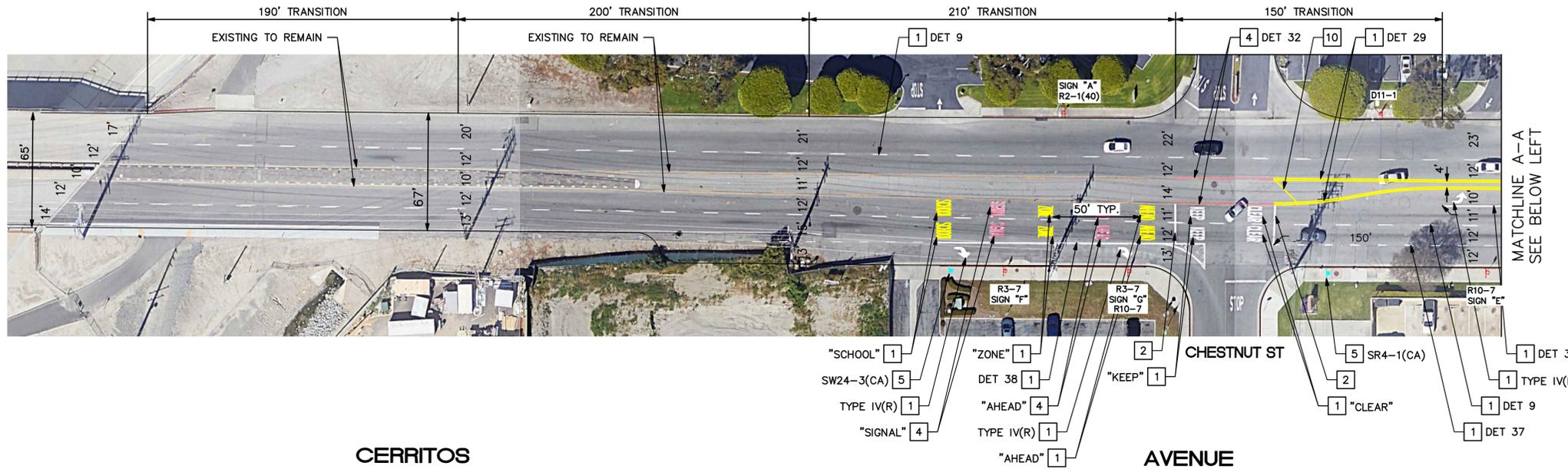
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- INSTALL WHITE LADDER CROSSWALK WITH 24" BARS AND 48" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).
- INSTALL 12" YELLOW STRIPE DIAGONAL AT 45°.

LEGEND

- (S) SIGNALIZED INTERSECTION
- EXISTING EQUIPMENT
- PROPOSED EQUIPMENT



SCALE: 1"=40'



REVISIONS		
NUMBER	DATE	INITIALS

REFERENCES	
APP'VD	



WILLDAN Engineering
2001 East Katella Ave. Suite 600, Anaheim, California 92805
714.978.8200 Fax: 714.978.8299

DRAWN BY: BC, MO 1/31/2022
CHECKED BY: FI 1/31/2022
DESIGNED BY: BC, MO 1/31/2022

APPROVED: City Engineer 1/31/2022
Date

CITY OF LOS ALAMITOS

STRIPING PLAN

CERRITOS AVE
FROM WEST CITY LIMIT TO LOS ALAMITOS H.S.

NOT FOR CONSTRUCTION

FILE: L:\107051 - LOS AL TE Svcs (Previous\102544)\2022 City Wide Striping Project\900-P&S&E\901-Plans\PL-STRIPING-04-CERRITOS.Dwg DATE: Jan 31, 2022 - 4:23pm



SIGNING AND STRIPING GENERAL NOTES

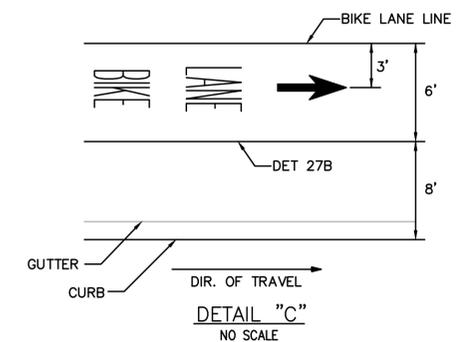
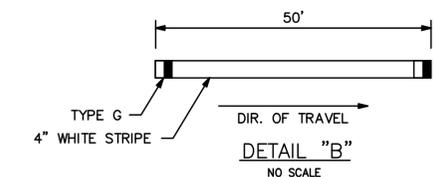
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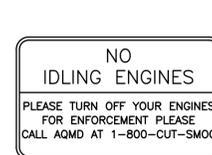
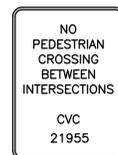
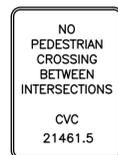
LEGEND

- SIGNALIZED INTERSECTION
- EXISTING EQUIPMENT
- PROPOSED EQUIPMENT



SCALE: 1"=40'

NOT FOR CONSTRUCTION



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APP'VD



WILLDAN Engineering
 2901 East Kabala Ave. Suite 400, Azusa, California 91705
 714.978.8200 Fax: 714.978.8299

DRAWN BY	BC, MO	DATE	1/31/2022
CHECKED BY	FI	DATE	1/31/2022
DESIGNED BY	BC, MO	DATE	1/31/2022
APPROVED	City Engineer	DATE	1/31/2022

CITY OF LOS ALAMITOS

STRIPING PLAN

CERRITOS AVE
 FROM LOS ALAMITOS H.S. TO HUMBOLT ST

FILE: L:\1707051 - LOS AL TE Svcs (Previous\102544)\2022 City Wide Striping Project\900-P&S&E\901-Plans\PL-STRIPING-05-CERRITOS.Dwg
 USER: bcrnz DATE: Jan 31, 2022 4:23pm



SIGNING AND STRIPING GENERAL NOTES

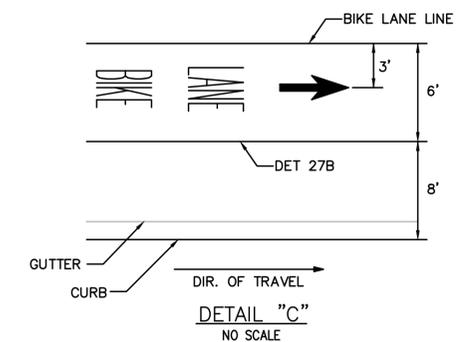
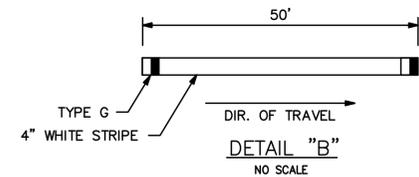
- SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- REMOVE ALL EXISTING STRIPING PRIOR TO INSTALLING NEW.
- REMOVAL OF ALL STRIPING AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
- ALL SIGNS ARE EXISTING, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

STRIPING CONSTRUCTION NOTES

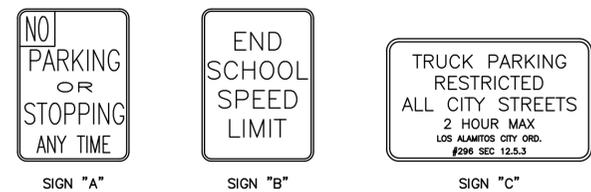
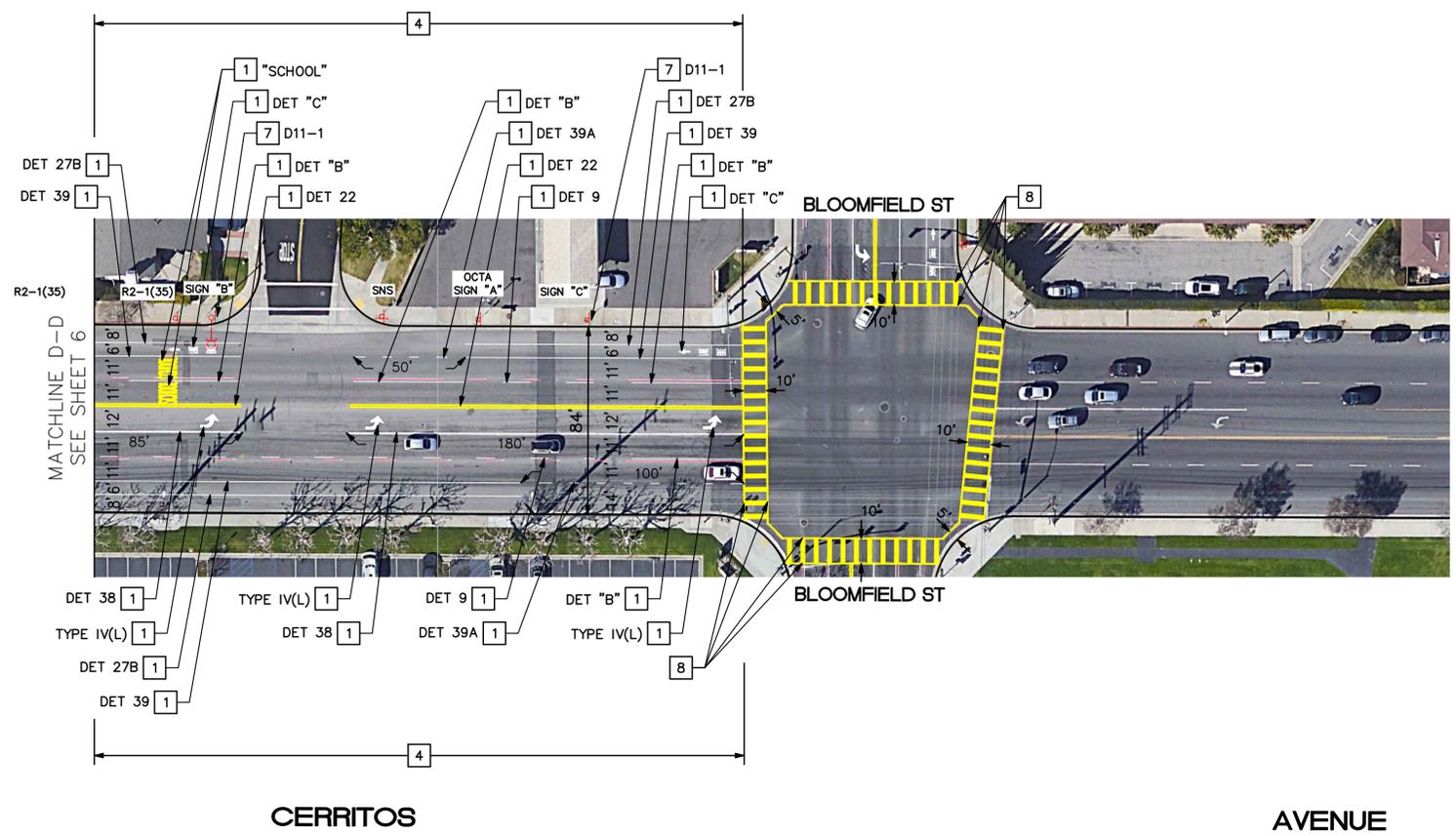
- INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- INSTALL 12" WHITE CROSSWALK OR LIMIT LINE. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- INSTALL 12" YELLOW CROSSWALK OR LIMIT LINE. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- REMOVE CONFLICTING STRIPING.
- INSTALL SIGN(S) ON NEW POST AS NOTED.
- REMOVE SIGN(S) AND/OR POST AS NOTED.
- INSTALL SIGN(S) AS NOTED.
- INSTALL YELLOW LADDER CROSSWALK WITH 24" BARS AND 48" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).
- INSTALL WHITE LADDER CROSSWALK WITH 24" BARS AND 48" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).
- INSTALL 12" YELLOW STRIPE DIAGONAL AT 45°.

LEGEND

- SIGNALIZED INTERSECTION
- EXISTING EQUIPMENT
- PROPOSED EQUIPMENT



SCALE: 1"=40'



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APPV'D



WILLDAN Engineering
 2901 East Katella Ave. Suite 600, Anaheim, California 92805
 714.978.8200 Fax: 714.978.8299

DRAWN BY	BC, MO	DATE	1/31/2022
CHECKED BY	FI	DATE	1/31/2022
DESIGNED BY	BC, MO	DATE	1/31/2022
APPROVED		DATE	1/31/2022
	City Engineer		

CITY OF LOS ALAMITOS

STRIPING PLAN

CERRITOS AVE
 FROM HUMBOLT ST TO BLOOMFIELD ST

NOT FOR CONSTRUCTION

FILE: L:\107051 - LOS AL TE Svcs (Previous\105244)\2022 City Wide Striping Project\900-P&E\901-Plans\PL-STRIPING-06-CERRITOS.03.dwg DATE: Jan 31, 2022 - 4:24pm USER: bcrnz

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 10H

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid for the Los Alamitos Street Improvement Project on Various Streets FY 2021-2022 (CIP No. 21/22-03)

SUMMARY

On December 15, 2021, staff received and reviewed bids for the Los Alamitos Street Improvement Project on Various Streets FY 2021-2022 (CIP No. 21/22-03).

RECOMMENDATION

1. Award contract for the Los Alamitos Street Improvement Project on Various Streets FY 2021-2022 (CIP No. 21/22-03) to RJ Noble Company in the amount of \$1,378,015.00; and,
2. Authorize the Mayor to execute the contract with RJ Noble Company for the project; and,
3. Authorize the City Engineer to add work and execute change orders in the amount not to exceed the contingency reserve of 10% or \$137,802.00; and,
4. Appropriate \$270,000 to the Los Alamitos Street Improvement Project account, line item 10.570.5501.1707.

BACKGROUND

The City proposes to grind and overlay various residential streets throughout the City as part of the ongoing pavement management program. The project will also replace damaged curb, gutter, and lifted sidewalk to correct drainage and ADA curb ramps will be modified to current codes as necessary. The project includes the following streets:

- Florista Street (Los Alamitos Boulevard to Cherry Street)
- Cherry Street
- Toland Circle
- Kaylor Avenue
- Fenley Drive
- Holden Circle
- Del Norte Way

- El Dorado Way
- San Joaquin Avenue
- Toland Avenue
- Antietam Avenue
- Kearsarge Avenue
- Siboney Street
- Katella Avenue Frontage
- Paseo Bonito
- Lampson Frontage
- Lunar Drive
- Olympic Drive
- Satellite Drive

DISCUSSION

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the local publications consisting of: The Event News-Enterprise and the F.W. Dodge publication known as the "Green Sheet".

Bids for the Los Alamitos Street Improvement Project on Various Streets FY 2021-2022 Project (CIP No. 21/22-03), were publicly opened on December 15, 2021 at 11:00 am. From the seven (7) total bids received, it was determined that the lowest responsible bid submitted was from RJ Noble Company with the total Schedule A bid amount of \$1,172,160.00 (the Bid Schedule A Total was considered per the specifications for award). The overall total bid from RJ Noble Company (Schedule A + Schedule B + Schedule C) was \$1,378,015.00. The Schedule A bid results are provided below:

COPP CONTRACTING, INC	\$	1,337,935.00
HARDY & HARPER, INC.	\$	1,266,000.00
ALL AMERICAN ASPHALT	\$	1,256,165.00
EXCEL PAVING	\$	1,243,421.00
ONYX PAVING	\$	1,221,000.00
SEQUEL CONTRACTORS	\$	1,178,000.00
R.J. NOBLE CO	\$	1,172,160.00
Average	\$	1,239,240.14

The total bid from RJ Noble Company is as follows:

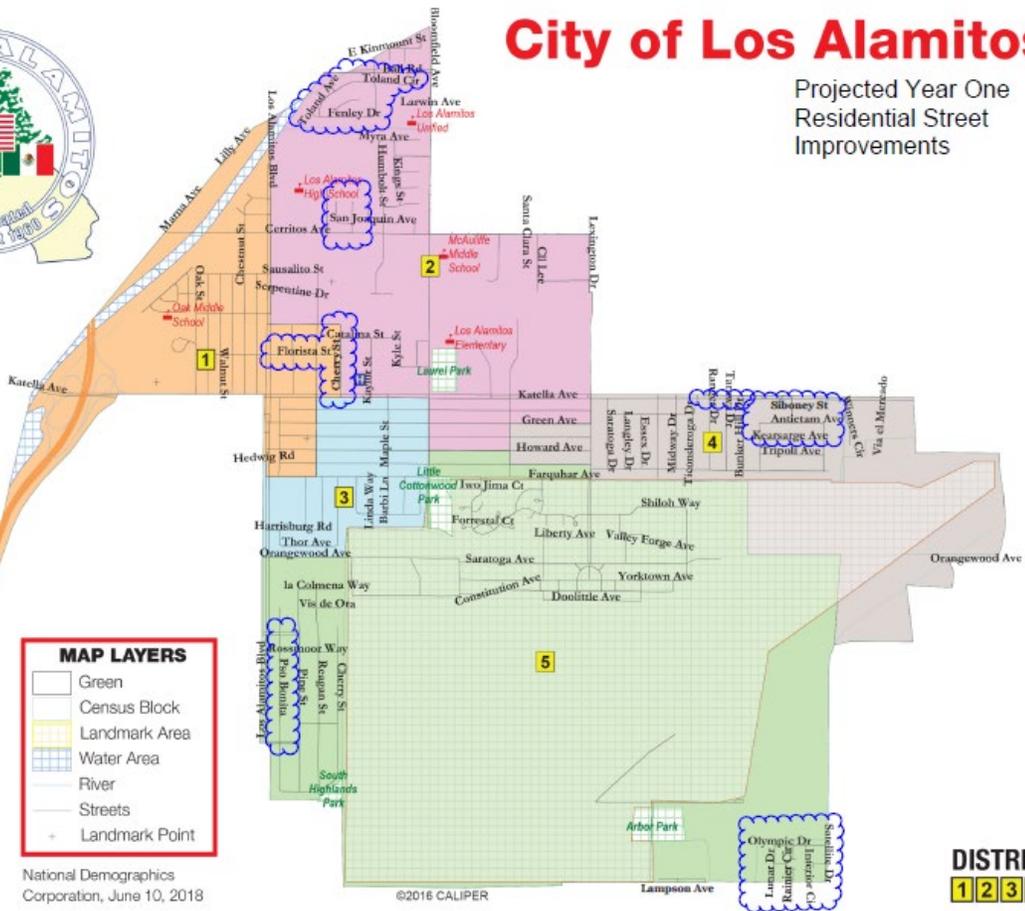
Schedule A (Los Alamitos Street Improvement Project):	\$1,172,160
Schedule B (City Parking Lot & Bollards):	\$ 103,150
Schedule C (Alley between Florista & Reagan):	<u>\$ 102,705</u>
Total Bid:	\$1,378,015

Schedule A

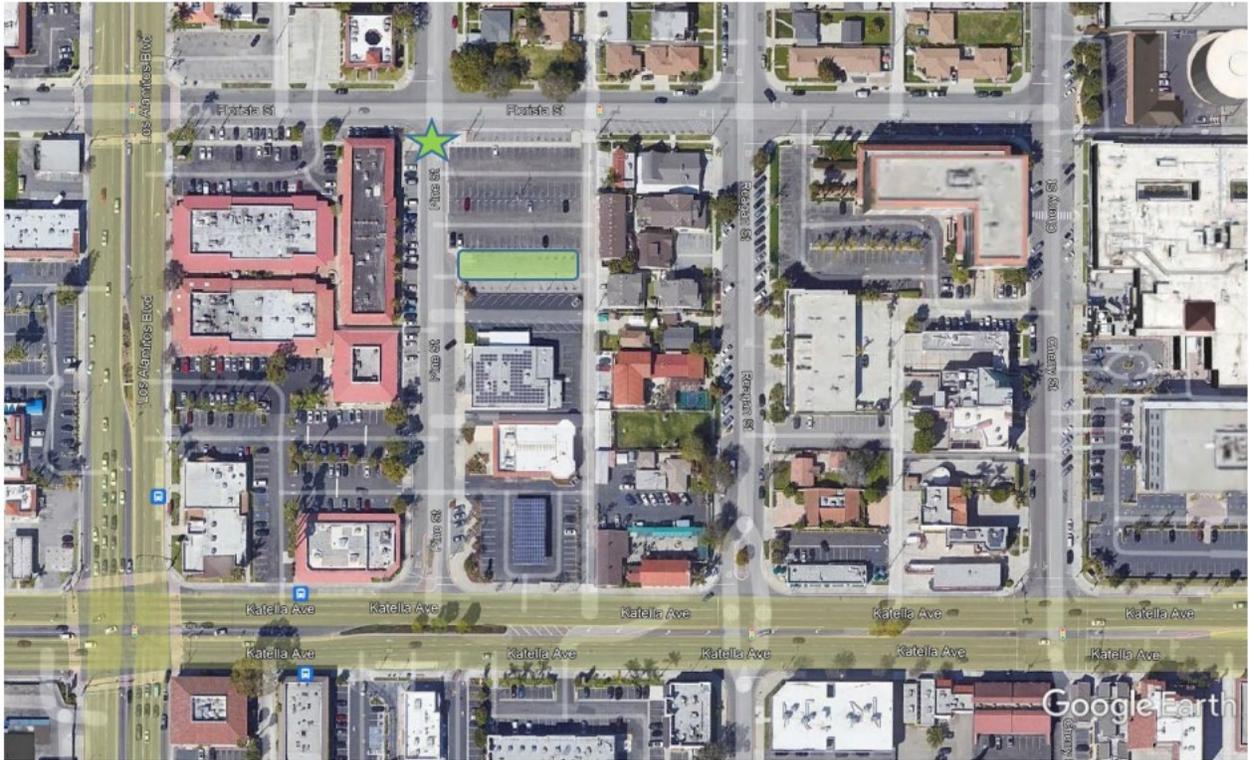


City of Los Alamitos

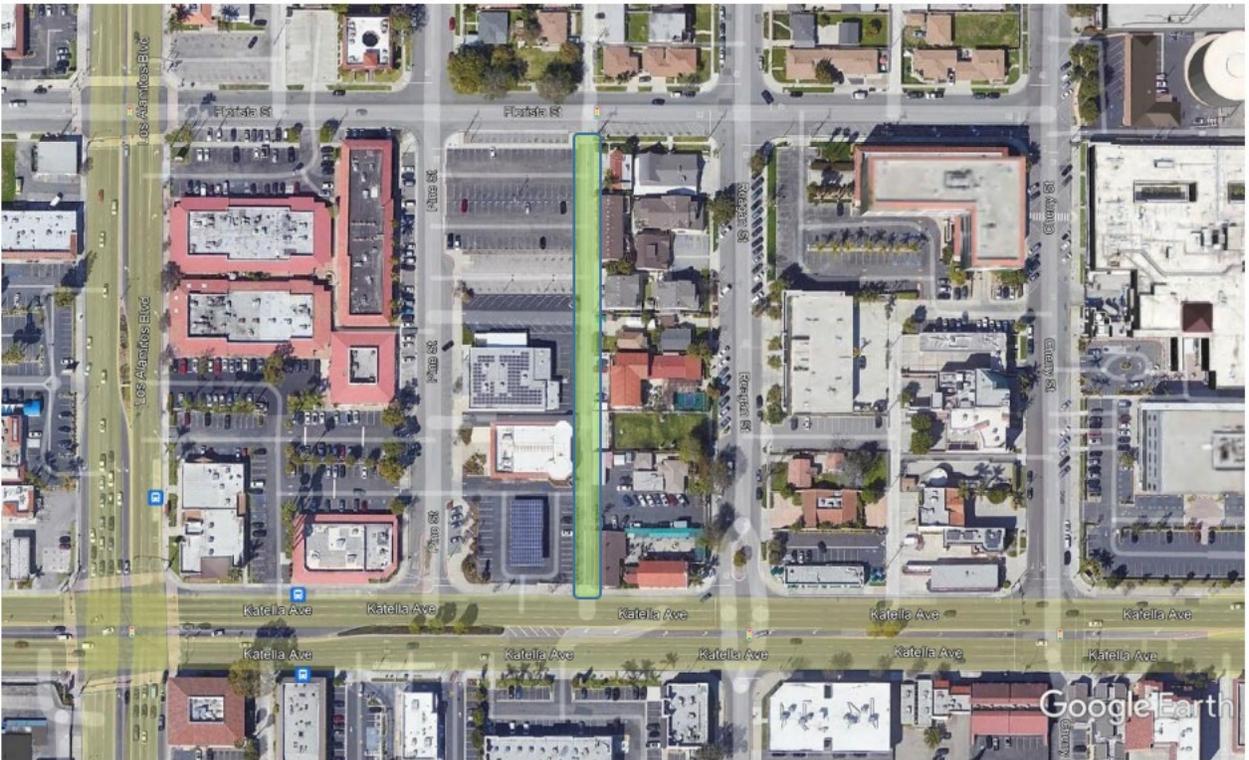
Projected Year One
Residential Street
Improvements



Schedule B



Schedule C



RJ Noble Company provided the lowest figure for Schedule A, in the amount of \$1,172,160. An additional \$275,000 is being requested to cover the addition of Schedule B and C. The City's parking lot and the alley between Florista Street and Reagan Avenue are in extremely poor condition and will need to be repaired. Adding the additional schedules to the Los Alamitos Street Improvement Project (Schedule A) will be a cost saving as factors such as staging fees, procurement of supplies and equipment, and efficiency of labor cost results in an overall cost savings.

The following represents an approximate timeline for the completion of the project which consists of: grind and overlay, signing and striping, and curb ramp replacement for the street improvement project:

- 02/28/2022 Award of Contract by the City Council
- 04/04/2022 Start of construction
- 06/27/2022 End of construction

FISCAL IMPACT

The total construction bid from RJ Noble Company is \$1,378,015. for the award of Schedule A, B and C of the bid package. The design, construction management, contingency, and So Cal Edison light relocation budget is estimated to be \$374,683. For a total estimated project cost of \$ 1,752,698.

The original budget for the project was \$1,477,698. An additional \$275,000 is requested in order to allow for the incorporation of the city parking lot, bollards and alley restoration as shown in Bid Schedules B and C into the overall project.

Available funding for the project is provided as follows:

Budget Fiscal Year	Source	Amount
2021-22	Measure Y	1,248,615
2021-22	SB1	229,083
2021-22	General Fund (Additional)	275,000
Project Total		1,752,698

Submitted by: Chris Kelley, City Engineer
 Reviewed by: Ron Noda, Development Services Director
 Fiscal Impact Reviewed by: Craig Koehler, Finance Director
 Approved by: Chet Simmons, City Manager

- Attachment:*
1. Articles of Agreement for CIP No. 21/22-03
 2. Bid Breakdown for CIP No. 21/22-03
 3. Bid Submittal for CIP No. 21/22-03
 4. Plans for CIP No. 21/22-03

ARTICLES OF AGREEMENT

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 21/22-03 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS STREET IMPROVEMENTS ON VARIOUS STREETSS, SPECIFICATION NO.CIP 21/22-03 AGREEMENT (“AGREEMENT”) is made and entered into for the above- stated project this 28th February, 2022, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and R.J. Noble Company, 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 STREET IMPROVEMENTS ON VARIOUS STREETSS, SPECIFICATION NO. CIP 21/22-03 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 One Million, Three Hundred Seventy Eight Thousand, Fifteen Dollars and Zero Cents(\$1,378,015.00) unless specifically approved in advance and in writing by AGENCY

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

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

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

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for

conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

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

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

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

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

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

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual

orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

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

ARTICLE V: Work Site Conditions

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

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

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

follows:

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

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

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

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

ARTICLE VI: Insurance

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

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

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of

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

ARTICLE VII: Indemnification

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

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

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley

CONTRACTOR: Steven L. Mendoza

CITY OF LOS ALAMITOS

R.J. NOBLE COMPANY

3191 Katella Avenue

15505 E. Lincoln Avenue

Los Alamitos, CA 90720

Orange, CA 92865

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 28th day of February, 2022

CONTRACTOR:

R.J. Noble Company

Steven L. Mendoza, Secretary
Contractor’s License No. 782908

Subscribed and sworn to this _____ day of _____, 2022.

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Shelly Hasselbrink, Mayor
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City
Clerk City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor’s Business Name, asCONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to securethe 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 untoAGENCY in the sum of One Million, Three Hundred Seventy Eight Thousand, Sixteen Dollars and Zero Cents (\$1,378,015.00) 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 toany remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 2022.

Contractor* Steven L. Medoza, Secretary
R.J. Noble Company
15505 E. Lincoln Avenue
Orange, CA 92865
(714) 637-1550

Surety* _____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ____ day of _____, 2022.

NOTARY PUBLIC..... (SEAL)
.....

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That R.J. Noble Company, 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 One Million, Three Hundred Seventy Eight, Fifteen Dollars and Zero Cents (\$1,378,015.00); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: STREET IMPROVEMENTS ON VARIOUS STREETS, SPECIFICATION NO. CIP 21/22-03 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney’s fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of , 2022

Contractor* Steven L. Mendoza, Secretary
R.J. Noble Company
15505 E. Lincoln Avenue
Orange, CA 92865
(714) 637-1550

SURETY*.....

*Provide CONTRACTOR and SURETY name, address and telephone number and the

name, title, address and telephone number for their respective authorized representatives.
Power of Attorney must be attached.

Subscribed and sworn to this _____ day of __, 2022

NOTARY PUBLIC(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
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 R.J. Noble Company, as CONTRACTOR, a contract for the above-stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of Six Hundred Eighty Nine Thousand, Seven Dollars and Fifty Cents (\$689,007.50), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of....., 2022.

Contractor* Steven L. Mendoza, Secretary
R.J. Noble Company
15505 E. Lincoln Avenue
Orange, CA 92865
(714) 637-1550

SURETY* _____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.

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

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____

R.J. Noble Company
(Contractor)

By: _____
(Signature)

(Title)

Attest:
By: _____

(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing

exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

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

Public Contract Code § 20103.5:

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

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

STANDARD SPECIFICATIONS
STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

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

0-2 NUMBERING OF SECTIONS

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

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 TERMS AND DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

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

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

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

Workers' Compensation Insurance Certificate (two original)

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

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

The work includes, but is not necessarily limited to, the following items as shown on the plans and specified in these Special Provisions:

The City of Los Alamitos proposes to cold mill and overlay pavement with asphalt rubber hot mix (ARHM) and remove and construct sidewalk, curb, gutter, curb ramps, curb drains, and full depth asphalt concrete pavement. Additional items of work include installing detectable warning surface, signing, and striping and adjusting manhole frames and utility valves to grade. Existing private facilities will be protected in place within the limits of the project unless otherwise shown.

2-2 PERMITS

Replace first paragraph with the following:

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

2-3 RIGHT-OF-WAY

Add the following:

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

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

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

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

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

3-5 INSPECTION

Add the following:

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

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

Add the following:

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

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Add the following:

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

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

3-12.6.5 PAYMENT

Add the following:

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

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

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled. The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

Add the following subsection to Subsection 3-13:

3-13.3.4 General Guaranty

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

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

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

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

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

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

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

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

5-4.2.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

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

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

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

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

5-4.3 WORKERS' COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

5-4.3.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+VIII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

Add the following:

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

Add the following Subsection 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

Work specified in this section includes providing all materials and performing all operations to fabricate, install, modify and/or relocate Project Information Signs, and as specified in these Special Provisions.

Submit a shop drawings for all sign panels, and the Manufacturer’s data for the Sign Panels.

MATERIALS

A. Project Information Signs shall be constructed per Caltrans specifications for aluminum single sheet and laminated panel signs.

B. Sign Posts shall be constructed of wood and shall conform to the provisions of section 56-2.02B, Caltrans.

C. Mounting Hardware shall be furnished by the Contractor and shall conform to the provisions of section 56-2.02D, Caltrans.

D. To properly provide for changing traffic conditions, the Contractor shall be prepared to furnish on short notice (within 48 hours) additional sign panels, posts and mounting hardware. The Contractor shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

INSTALLATION

A. For this contract, **One (1) Project Information shall be installed**, relocated or modified as directed by the City Engineer and shall conform to the provisions of sections 56-2.03, and 56-2.04, Caltrans.

B. All signs shall have breakaway features as detailed in Standard Plan RS2, "Roadside Sign Details," Caltrans.

C. Signs to be removed and/or relocated as directed by the City Engineer shall be installed at the new location on the same day said sign is removed from its previous location.

D. The location of each sign shall be as directed by the City Engineer or his designee.

Project information sign should be installed in a way to have bottom of sign at least 7 feet above the ground.

The project information signs shall be erected five (5) working days prior to the start of work.

The sign shall show the project name, funding source, and City logo. The sign shall list the names of the City Manager, City Council, Director of Development Services, and City Engineer. Contractor shall submit a mock-up to the City for review prior to manufacturing sign. The Contractor shall revise all misspellings and any other corrections on the sign at no extra cost to the City.

Upon completion of the project, City shall keep all of the Project Information Signs.

Measurement and payment for **Project Information Sign** shall be at the unit bid price per **each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of these items and no additional compensation will be allowed therefore.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

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

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL

NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

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

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

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

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

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

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 6-4.

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

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

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

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-4. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

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

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

6-10.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

6-10.3 ARBITRATION

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

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

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

6-11 NOTICE OF POTENTIAL CLAIM

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

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

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

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

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

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

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

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

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

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

Payment for Mobilization shall be included in the other items of work and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

**CITY OF LOS ALAMITOS
STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03**

BID OPENING: DECEMBER 15, 2021 AT 11AM

Attachment 2

ITEM NO.	DESCRIPTION	QTY.	UNITS	R.J. Noble Company		Sequel Contractors, Inc.		Onyx Paving Company, Inc.		Excel Paving		All American Asphalt	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Traffic Control	1	LS	108,000.00	\$108,000.00	126,315.00	\$126,315.00	164,000.00	\$164,000.00	168,086.00	\$168,086.00	135,000.00	\$135,000.00
2	Project Information Sign	1	EA	800.00	\$800.00	1,200.00	\$1,200.00	2,000.00	\$2,000.00	500.00	\$500.00	1,850.00	\$1,850.00
3	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	486,000	SF	0.22	\$106,920.00	0.20	\$97,200.00	0.24	\$116,640.00	0.27	\$131,220.00	0.19	\$92,340.00
4	Construct 1.5-Inch ARHM Overlay Uniform Depth	4,410	TN	103.00	\$454,230.00	110.00	\$485,100.00	101.00	\$445,410.00	99.00	\$436,590.00	105.00	\$463,050.00
5	Slurry Seal, Type 2	80	ELT	315.00	\$25,200.00	300.00	\$24,000.00	300.00	\$24,000.00	310.00	\$24,800.00	355.00	\$28,400.00
6	Remove and Construct 6-Inch Thick AC Pavement	1,270	TN	160.00	\$203,200.00	148.00	\$187,960.00	148.00	\$187,960.00	148.00	\$187,960.00	190.00	\$241,300.00
7	Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2	720	LF	90.00	\$64,800.00	63.00	\$45,360.00	48.00	\$34,560.00	78.00	\$56,160.00	50.00	\$36,000.00
8	Remove and Construct Variable Height Curb per SPPWC Std Plan 120-2	45	LF	72.00	\$3,240.00	63.00	\$2,835.00	45.00	\$2,025.00	77.00	\$3,465.00	34.00	\$1,530.00
9	PCC Sidewalk per SPPWC Std Plan 113-2	1,900	SF	10.00	\$19,000.00	10.50	\$19,950.00	8.48	\$16,112.00	14.00	\$26,600.00	11.00	\$20,900.00
10	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 3	10	EA	4,600.00	\$46,000.00	4,550.00	\$45,500.00	4,884.00	\$48,840.00	5,000.00	\$50,000.00	5,600.00	\$56,000.00
11	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 5	10	EA	4,600.00	\$46,000.00	4,550.00	\$45,500.00	4,884.00	\$48,840.00	5,000.00	\$50,000.00	5,600.00	\$56,000.00
12	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 6	3	EA	4,600.00	\$13,800.00	4,500.00	\$13,500.00	4,884.00	\$14,652.00	5,000.00	\$15,000.00	5,600.00	\$16,800.00
13	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case B Type 2	3	EA	4,600.00	\$13,800.00	4,500.00	\$13,500.00	4,884.00	\$14,652.00	5,000.00	\$15,000.00	5,600.00	\$16,800.00
14	Remove and Construct Curb Drain per SPPWC Std Plan 150-3	3	EA	250.00	\$750.00	250.00	\$750.00	2,000.00	\$6,000.00	790.00	\$2,370.00	5,600.00	\$16,800.00
15	Remove and Construct Cross Gutter per SPPWC Std Plan 122-2	710	SF	18.00	\$12,780.00	18.00	\$12,780.00	18.00	\$12,780.00	26.00	\$18,460.00	21.00	\$14,910.00
16	Remove and Construct Alley Approach per SPPWC Std Plan 130-2	970	SF	22.00	\$21,340.00	15.00	\$14,550.00	14.00	\$13,580.00	23.00	\$22,310.00	18.00	\$17,460.00
17	Driveway per SPPWC Std Plan 110-2, Type Per Plan	600	SF	17.00	\$10,200.00	16.00	\$9,600.00	14.00	\$8,400.00	21.00	\$12,600.00	21.00	\$12,600.00
18	Adjust Water Meter to Grade	4	EA	400.00	\$1,600.00	300.00	\$1,200.00	1,000.00	\$4,000.00	1,000.00	\$4,000.00	600.00	\$2,400.00
19	Adjust Water Valve to Grade	2	EA	1,500.00	\$3,000.00	250.00	\$500.00	2,000.00	\$4,000.00	1,000.00	\$2,000.00	800.00	\$1,600.00
20	Adjust Pull Box to Grade	1	EA	1,000.00	\$1,000.00	500.00	\$500.00	2,000.00	\$2,000.00	800.00	\$800.00	825.00	\$825.00
21	Adjust Utility Cover to Grade	1	EA	1,500.00	\$1,500.00	1,200.00	\$1,200.00	2,000.00	\$2,000.00	500.00	\$500.00	1,600.00	\$1,600.00
22	Signing and Striping	1	LS	15,000.00	\$15,000.00	29,000.00	\$29,000.00	48,549.00	\$48,549.00	15,000.00	\$15,000.00	22,000.00	\$22,000.00
				TOTAL	\$1,172,160.00		\$1,178,000.00		\$1,221,000.00		\$1,243,421.00		\$1,256,165.00

SCHEDULE B													
ITEM NO.	DESCRIPTION	QTY.	UNITS										
				UNIT COST	TOTAL COST								
23	Traffic Control	1	LS	25,000.00	\$25,000.00	14,650.00	\$14,650.00	29,840.00	\$29,840.00	32,000.00	\$32,000.00	5,000.00	\$5,000.00

CITY OF LOS ALAMITOS
STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03

BID OPENING: DECEMBER 15, 2021 AT 11AM

24	Cold Mill Existing AC Pavemente (1.5-Inch Uniform Depth)	8,000	SF	1.00	\$8,000.00	0.20	\$1,600.00	0.24	\$1,920.00	0.33	\$2,640.00	0.19	\$1,520.00
25	Construct 1.5-Inch ARHM Overlay Uniform Depth	70	TN	240.00	\$16,800.00	110.00	\$7,700.00	101.00	\$7,070.00	168.00	\$11,760.00	105.00	\$7,350.00
26	Remove and Construct 6-Inch Thick AC Pavemente	40	TN	240.00	\$9,600.00	148.00	\$5,920.00	148.00	\$5,920.00	175.00	\$7,000.00	190.00	\$7,600.00
27	Remove and Construct Variable Height Curb	50	LF	55.00	\$2,750.00	63.00	\$3,150.00	45.00	\$2,250.00	132.00	\$6,600.00	34.00	\$1,700.00
28	Install Removable Bollards per Plan	6	EA	3,500.00	\$21,000.00	4,000.00	\$24,000.00	4,000.00	\$24,000.00	3,900.00	\$23,400.00	3,000.00	\$18,000.00
29	Signing and Striping	1	LS	20,000.00	\$20,000.00	12,500.00	\$12,500.00	13,000.00	\$13,000.00	24,000.00	\$24,000.00	20,000.00	\$20,000.00
TOTAL					\$103,150.00		\$69,520.00		\$84,000.00		\$107,400.00		\$61,170.00

SCHEDULE C

ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
30	Traffic Control	1	LS	25,000.00	\$25,000.00	20,000.00	\$20,000.00	40,128.00	\$40,128.00	39,000.00	\$39,000.00	10,000.00	\$10,000.00
31	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	10,100	SF	0.85	\$8,585.00	0.20	\$2,020.00	0.24	\$2,424.00	0.33	\$3,333.00	0.19	\$1,919.00
32	Construct 1.5-Inch ARHM Overlay Uniform Depth	100	TN	185.00	\$18,500.00	110.00	\$11,000.00	101.00	\$10,100.00	192.00	\$19,200.00	105.00	\$10,500.00
33	Remove and Construct 6-Inch Thick AC Pavement	40	TN	240.00	\$9,600.00	148.00	\$5,920.00	148.00	\$5,920.00	175.00	\$7,000.00	190.00	\$7,600.00
34	Remove and Construct A 1-8 Curb per SPPWC Std Plan 120-3	20	LF	44.00	\$880.00	63.00	\$1,260.00	45.00	\$900.00	123.00	\$2,460.00	40.00	\$800.00
35	Remove and Construct Cross Gutter per SPPWC Std Plan 122-2	190	SF	26.00	\$4,940.00	18.00	\$3,420.00	18.00	\$3,420.00	35.00	\$6,650.00	21.00	\$3,990.00
36	Remove and Construct Alley Approach per SPPWC Std Plan 130-3	310	SF	20.00	\$6,200.00	15.00	\$4,650.00	14.00	\$4,340.00	31.00	\$9,610.00	18.00	\$5,580.00
37	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case D, Type 2	1	EA	4,800.00	\$4,800.00	4,500.00	\$4,500.00	4,884.00	\$4,884.00	6,300.00	\$6,300.00	5,600.00	\$5,600.00
38	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A, Type 1	1	EA	4,800.00	\$4,800.00	4,500.00	\$4,500.00	4,884.00	\$4,884.00	6,300.00	\$6,300.00	5,600.00	\$5,600.00
39	Adjust Pull Box to Grade	1	EA	1,000.00	\$1,000.00	500.00	\$500.00	2,000.00	\$2,000.00	950.00	\$950.00	825.00	\$825.00
40	Signing and Striping	1	LS	7,500.00	\$7,500.00	10,500.00	\$10,500.00	13,000.00	\$13,000.00	9,000.00	\$9,000.00	7,000.00	\$7,000.00
41	Install PVC conduit with pull rope per Edison (SCE) standards and plans.	100	LF	95.00	\$9,500.00	120.00	\$12,000.00	270.00	\$27,000.00	170.00	\$17,000.00	150.00	\$15,000.00
42	Install pull vox per Edison (SCE) standards and plans.	2	EA	700.00	\$1,400.00	1,000.00	\$2,000.00	2,000.00	\$4,000.00	1,200.00	\$2,400.00	1,000.00	\$2,000.00
TOTAL					\$102,705.00		\$82,270.00		\$123,000.00		\$129,203.00		\$76,414.00

SCHEDULE A	TOTAL	\$1,172,160.00	\$1,178,000.00	\$1,221,000.00	\$1,243,421.00	\$1,256,165.00
SCHEDULE B		\$103,150.00	\$69,520.00	\$84,000.00	\$107,400.00	\$61,170.00
SCHEDULE C		\$102,705.00	\$82,270.00	\$123,000.00	\$129,203.00	\$76,414.00
PROJECT TOTAL		\$1,378,015.00	\$1,329,790.00	\$1,428,000.00	\$1,480,024.00	\$1,393,749.00

** The Bid Schedule A Total shall be considered

**CITY OF LOS ALAMITOS
STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03**

BID OPENING: DECEMBER 15, 2021 AT 11AM

SECTION C

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

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

BID PROPOSAL

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, and STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: R.J. NOBLE COMPANY

MAILING ADDRESS: P.O. BOX 620, ORANGE, CA 92865

STATE OF INCORPORATION: CALIFORNIA

AUTHORIZED SIGNATURE: 

TITLE: STEVEN L. MENDOZA, SECRETARY

DATE: 12/15/2021

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**) 

**ACTION TAKEN PURSUANT TO THE
UNANIMOUS WRITTEN CONSENT OF
THE DIRECTORS OF
R.J. NOBLE COMPANY
A California Corporation**

The undersigned, constituting all of the directors of the above-named Corporation, and acting pursuant to the authority of Section 307(b) of the California General Corporation Law, hereby adopt the following recitals and resolutions effective as of January 1, 2021.

IT IS HEREBY RESOLVED that the following named persons are elected and appointed to the offices indicated herein. Such appointment shall be effective immediately and shall continue until further action of the Directors of the Corporation in accordance with the Bylaws of this corporation:

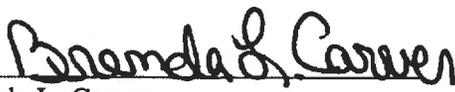
President	Austin M. Carver
Secretary	Steven L. Mendoza
Chief Financial Officer	James N. Ducote
Vice President	KaSondra Gonzalez
Assistant Secretary	Jacob Breedlove

IT IS FURTHER RESOLVED that in order to promote efficiency in the execution and delivery of written contracts in furtherance of the Corporation's business, the Board of Directors has determined that it would be in the best interests of the Corporation to authorize any of its duly elected or appointed officers to enter into and execute binding written obligations and contracts on behalf of the Corporation without the prior express consent of the Board of Directors so long as (a) such obligation or contract does not exceed Five Million Dollars (\$5,000,000) in the aggregate in value, and (b) such obligation or contract is in furtherance of the Corporation's primary business;

IT IS FURTHER RESOLVED that all contracts and/or obligations binding upon the Corporation with a value in excess of Five Million (\$5,000,000) must be approved and executed by Austin M. Carver.



Michael J. Carver



Brenda L. Carver



Austin M. Carver



KaSondra Carver Gonzalez

BID SCHEDULE

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

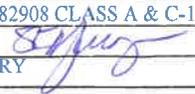
The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E-SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

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

NAME OF BIDDER: R.J. NOBLE COMPANY
CONTRACTOR'S LICENSE NO.: 782908 CLASS A & C-12
AUTHORIZED SIGNATURE: 
TITLE: STEVEN L. MENDOZA, SECRETARY
DATE: 12/15/2021

BID SCHEDULE (Continued)

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE A					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Traffic Control	1	LS	\$103,000.00	\$103,000.00
2	Project Information Sign	1	EA	\$800.00	\$800.00
3	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	486,000	SF	\$0.22	\$106,920.00
4	Construct 1.5-Inch ARHM Overlay Uniform Depth	4,410	TN	\$103.00	\$454,230.00
5	Slurry Seal, Type 2	80	ELT	\$315.00	\$25,200.00
6	Remove and Construct 6-Inch Thick AC Pavement	1,270	TN	\$160.00	\$203,200.00
7	Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2	720	LF	\$90.00	\$64,800.00
8	Remove and Construct Variable Height Curb per SPPWC Std Plan 120-2	45	LF	\$72.00	\$3,240.00
9	Remove and Construct 4-Inch Thick PCC Sidewalk per SPPWC Std Plan 113-2	1,900	SF	\$10.00	\$19,000.00
10	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 3	10	EA	\$4,600.00	\$46,000.00
11	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 5	10	EA	\$4,600.00	\$46,000.00
12	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 6	3	EA	\$4,600.00	\$13,800.00
13	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case B Type 2	3	EA	\$4,600.00	\$13,800.00
14	Remove and Construct Curb Drain per SPPWC Std Plan 150-3.	3	EA	\$250.00	\$750.00
15	Remove and Construct Cross Gutter per SPPWC Std Plan 122-2	710	SF	\$18.00	\$12,780.00
16	Remove and Construct Alley Approach per SPPWC Std Plan 130-2	970	SF	\$22.00	\$21,340.00
17	Remove and Construct Commercial Driveway per SPPWC Std Plan 110-2. Type Per Plan	600	SF	\$17.00	\$10,200.00
18	Adjust Water Meter to Grade	4	EA	\$400.00	\$1,600.00
19	Adjust Water Valve to Grade	2	EA	\$1,500.00	\$3,000.00
20	Adjust Pull Box to Grade	1	EA	\$1,000.00	\$1,000.00
21	Adjust Utility Cover to Grade	1	EA	\$1,500.00	\$1,500.00
22	Signing and Striping	1	LS	\$15,000.00	\$15,000.00
Total					\$1,172,160.00

Bid Schedule A Total \$ 1,172,160.00
one million one hundred seventy two thousand one hundred
 Bid Schedule A Total (in words): *sixty dollars and zero cents*

BID SCHEDULE B - ADDITIVE ALTERNATE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
23	Traffic Control	1	LS	\$25,000.00	\$25,000.00
24	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	8,000	SF	\$1.00	\$8,000.00
25	Construct 1.5-Inch ARHM Overlay Uniform Depth	70	TN	\$240.00	\$16,800.00
26	Remove and Construct 6-Inch Thick AC Pavement	40	TN	\$240.00	\$9,600.00
27	Remove and Construct Variable Height Curb	50	LF	\$55.00	\$2,750.00
28	Install Removable Bollards per Plan	6	EA	\$3,500.00	\$21,000.00
29	Signing and Striping	1	LS	\$20,000.00	\$20,000.00
Total					\$103,150.00

Bid Schedule B Total \$ 103,150.00
one hundred three thousand one hundred fifty
 Bid Schedule B Total (in words): *and zero cents*

BID SCHEDULE C - ADDITIVE ALTERNATE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
30	Traffic Control	1	LS	\$25,000.00	\$25,000.00
31	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	10,100	SF	\$0.85	\$8,585.00
32	Construct 1.5-Inch ARHM Overlay Uniform Depth	100	TN	\$185.00	\$18,500.00
33	Remove and Construct 6-Inch Thick AC Pavement	40	TN	\$240.00	\$9,600.00
34	Remove and Construct A1-8 Curb per SPPWC Std Plan 120-3	20	LF	\$44.00	\$880.00
35	Remove and Construct Cross Gutter per SPPWC Std Plan 122-2	190	SF	\$26.00	\$4,940.00
36	Remove and Construct Alley Approach per SPPWC Std Plan 130-3	310	SF	\$20.00	\$6,200.00
37	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case D, Type 2	1	EA	\$4,800.00	\$4,800.00
38	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A, Type 1	1	EA	\$4,800.00	\$4,800.00
39	Adjust Pull Box to Grade	1	EA	\$1,000.00	\$1,000.00
40	Signing and Striping	1	LS	\$7,500.00	\$7,500.00

41	Install PVC conduit with pull rope per Edison (SCE) standards and plans.	100	LF	\$95.00	\$9,500.00
42	Install pull box per Edison (SCE) standards and plans.	2	EA	\$700.00	\$1,400.00
Total					\$102,705.00

Bid Schedule C Total \$ 102,705.00

Bid Schedule C Total (in words): One hundred two thousand seven hundred five dollars and zero cents

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

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

For the purposes of determining the lowest responsible bidder, the Bid Schedule A Total shall be considered.

X 
 (Company Name of Bidder)

12/15/2021
 (Date)

STEVEN L. MENDOZA, SECRETARY
 R.J. NOBLE COMPANY

CALIFORNIA ACKNOWLEDGMENT

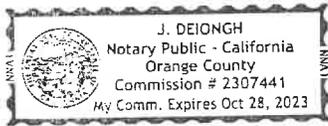
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of ORANGE

On 12/09/2021 before me, J. DEIONGH, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared STEVEN L. MENDOZA
Name(s) of Signer(s)

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]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

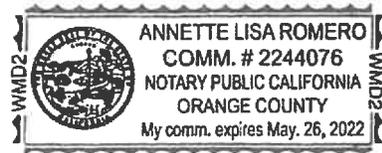
On November 24, 2024 before me, Annette Lisa Romero, a Notary Public
(insert name and title of the officer)

personally appeared James Scott Salandi, Attorney-in-Fact,
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 Annette Lisa Romero (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James Scott Salandi, Leonard Ziminsky, David Jacobson, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



WESTERN SURETY COMPANY

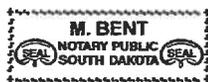
Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of June, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of November 2021



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

BID GUARANTEE

**STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Los Alamitos in the amount of _____ Dollars (\$) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Los Alamitos provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: R.J. NOBLE COMPANY

Business Address: 15505 E. LINCOLN AVE., ORANGE, CA 92865

Telephone: 714-637-1550 .FAX: 714-637-6321

E-mail: stevemendoza@rjnoblecompany.com

Contractor's License No.: 782908 Date License Issued: 08/2000

License Expiration Date: 08/31/2022

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

R.J. NOBLE COMPANY A CALIFORNIA CORPORATION

AUSTIN M. CARVER, PRESIDENT 15505 E. LINCOLN AVE., ORANGE, CA 92865 714-637-1550

KASONDRA C. GONZALEZ, VICE PRESIDENT 15505 E. LINCOLN AVE., ORANGE, CA 92865 714-637-1550

STEVEN L. MENDOZA, SECRETARY 15505 E. LINCOLN AVE., ORANGE, CA 92865 714-637-1550

JACOB BREEDLOVE, ASSISTANT SECRETARY 15505 E. LINCOLN AVE., ORANGE, CA 92865 714-637-1550

JAMES N. DUCOTE, C.F.O. 15505 E. LINCOLN AVE., ORANGE, CA 92865 714-637-1550

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

NONE TO REPORT

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

NONE N/A

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No NO. If yes, provide the following information. (If more than once, use separate sheets):

Date: N/A Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: NO Federal / State: _____

If "yes", identify and describe, (including status): _____

Have the penalties been paid? Yes / No: N/A

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: NO Codes / Laws: _____ Section / Article: _____

If "yes", identify and describe (including status): _____

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 15TH day of DECEMBER, 2021, at 15505 E, LINCOLN AVE., ORANGE, CA 92865, California.

Authorized Representative Signature and Title

x



STEVEN L. MENDOZA, SECRETARY

EXPERIENCE STATEMENT

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

T1275 REHABILITATION & RESURFACING OF WARNER

Project Title: FROM BROOKHURST STREET TO EUCLID STREET Client: CITY OF FOUNTAIN VALLEY
REGINO DEAVILA regino.deavila@fountainvalley.org
Date: 06/2020-08/2020 Project Value: \$1,504,541.00 Contact: _____ Tel # 714-593-4515

Description: _____
ASPHALT PAVING, REHABILITATION AND RESURFACING

Subject to Federal Labor Standards: Yes No

Project Title: MEREDITH CANYON STREETS CIP 19101 Client: CITY OF SAN JUAN CAPISTRANO
Date: 01/2021 Project Value: \$3,136,382.50 Contact: PAUL MESHKIN Tel # 949-443-6350

Description: _____
STREET IMPROVEMENT WITH AC PAVING

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Project Title: CRESCENT AVENUE PAVEMENT REHABILITATION Client: CITY OF BUENA PARK

Date: 02/2021 Project Value: \$1,103,196.00 Contact: NABIL S. HENEIN Tel # 714-562-3670

Description: _____
ASPHALT PAVING AND PAVEMENT REHABILITATION

Subject to Federal Labor Standards: Yes No

Project Title: PAVEMENT REHAB OF YNEZ ROAD, EQUITY DR, Client: CITY OF TEMECULA

Date: 07/2021 Project Value: \$1,016,508.50 Contact: CHRIS WHITE Tel # 951-308-6388

Description: _____
ASPHALT PAVING AND PAVEMENT REHABILITATION

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this 15TH day of DECEMBER, 2021, at 15505 E. LINCOLN AVE., ORANGE, California.

X 
Authorized Representative Signature and Title
STEVEN L. MENDOZA, SECRETARY

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

**STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-03**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
Nobest	95-3280500	N	Concrete	18%
MD Crackfill	37-1717765	N	Crack Seal	1.5%
California Professional Engineering	95-48377 44	N	Electrical	Alterate sch. C
All American	95-2595043	N	Slurry Seal	2%
J and S Striping	95-3463575	N	Striping	1.1%
Caseland Survey	33-0169862	N	Survey/Monumentation	2.3%

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: R.J. NOBLE COMPANY

AUTHORIZED SIGNATURE: ^X  _____
 STEVEN L. MENDOZA, SECRETARY

Date: 12-15-2021

UTILITY CONTACTS:

CENCO REFINING CO. (562) 944-6111
 ORANGE COUNTY SANITATION DIST. (714) 962-2411
 PACIFIC BELL (714) 666-5716
 ROOSMOOR/LOS ALAMITOS SEWER DIST. (562) 431-2223
 SOUTHERN CALIFORNIA EDISON CO. (562) 981-8205
 SOUTHERN CALIFORNIA GAS CO. (714) 634-3133
 GOLDEN STATE WATER COMPANY (562) 907-9200
 TIME-WARNER COMMUNICATION (714) 895-6886
 UNDERGROUND SERVICE ALERT (800) 422-4133
 VERIZON (704) 375-6719



CITY OF LOS ALAMITOS
 DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENTS
ON VARIOUS STREETS
 FY 2021-2022

GENERAL NOTES:

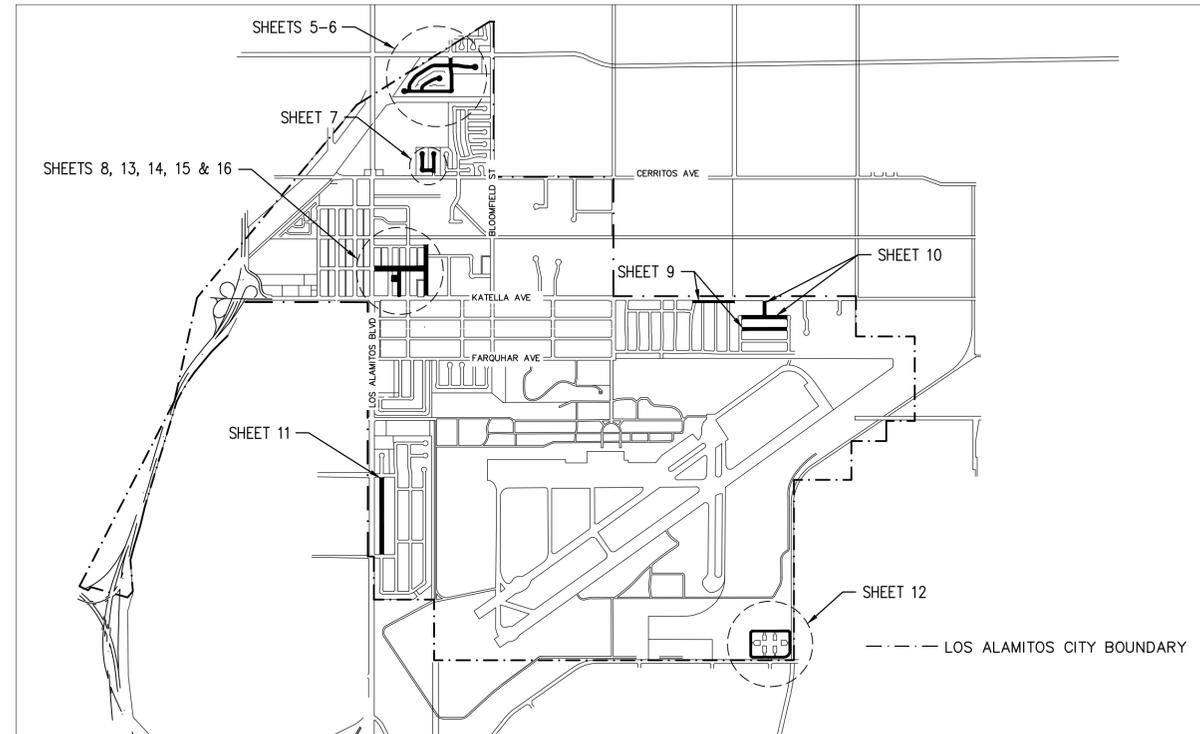
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPPWC STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
- THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
- AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.

ABBREVIATIONS

AB	AGGREGATE BASE	MSE	MECHANICALLY STABILIZED EARTH
AC	ASPHALT CONCRETE	NIC	NOT IN CONTRACT
ANG	ANGLE	NTS	NOT TO SCALE
AP	ANGLE POINT	NW	NORTHWEST
ARHM	ASPHALT RUBBER HOT MIX	O.C.	ON CENTER, OWNERS CONDUIT
ASPH	ASPHALT	OG	ORIGINAL GROUND
BEG	BEGIN	PB	PULL BOX
BW	BACK OF WALK	PCC	PORTLAND CEMENT CONCRETE/
CAB	CRUSHED AGGREGATE BASE		POINT OF COMPOUND CURVATURE
CB	CATCH BASIN	P/L	PROPERTY LINE
C/L	CENTER LINE	PROP	PROPOSED
C&G	CURB & GUTTER	PVI	POINT OF VERTICAL INFLECTION
CLR	CLEAR	RW	RECLAIMED WATER
CONST	CONSTRUCT	S	SANITARY SEWER
D/W	DRIVEWAY	SCE	SOUTHERN CALIFORNIA EDISON
ESMT	EASEMENT	SE	SOUTHEAST
EP	EDGE OF PAVEMENT	SF	SQUARE FOOT
EL	ELEVATION	SD	STORM DRAIN
EX\EXIST	EXISTING	SMH	SEWER MANHOLE
FF	FINISHED FLOOR	STA	STATION
FO	FIBER OPTIC CABLE	STD	STANDARD
FS	FINISHED SURFACE	SPPWC	STANDARD PLANS FOR
FL	FLOW LINE		PUBLIC WORKS CONSTRUCTION
H	HEIGHT	TBD	TO BE DETERMINED
HMA	HOT MIX ASPHALT	TC	TOP OF CURB
HP	HINGE POINT	TD	TOP OF DITCH
INV	INVERT	TF	TOP OF FOOTING
JPCP	JOINTED PLAIN CONCRETE PAVEMENT	TLP	TOP OF LEVELING PAD
L	LENGTH	TRANS	TRANSITION
LF	LINEAR FOOT	TW	TOP OF WALL
LOL	LAYOUT LINE	TYP	TYPICAL
MAX	MAXIMUM	UGU	UNDERGROUND UTILITIES
MBGR	METAL BEAM GUARD RAILING	VAR	VARIES
MIN	MINIMUM	VLT	VAULT
MH	MANHOLE	W	WIDTH, WATER
		WV	WATER VALVE

AGENCIES TO BE NOTIFIED:

- CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100
- LOS ALAMITOS POLICE DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255
- ORANGE COUNTY FIRE DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026
- LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547
- ROSSMOOR/LOS ALAMITOS AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
- LOS ALAMITOS UNIFIED SCHOOL DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700
- OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912
- CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700
- CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383
- ROSSMOOR COMMUNITY SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR, CA 90720
(562) 431-0525



VICINITY MAP

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2-4	DETAIL SHEETS
5	TOLAND AVENUE, HOLDEN CIRCLE, AND FENLEY DRIVE STREET IMPROVEMENT PLAN
6	TOLAND AVE, TOLAND CIRCLE, KAYLOR AVE, AND FENLEY DRIVE STREET IMPROVEMENT PLAN
7	EL DORADO WAY, SAN JOAQUIN WAY, AND DEL NORTE WAY STREET IMPROVEMENT PLAN
8	FLORISTA STREET AND CHERRY STREET STREET IMPROVEMENT PLAN

SCALE : NTS

9	KATELLA AVENUE (FRONTAGE ROAD) AND KEARSARGE AVENUE STREET IMPROVEMENT PLAN
10	SIBONEY STREET AND ANTITAME AVENUE STREET IMPROVEMENT PLAN
11	PASEO BONITA AVE STREET IMPROVEMENT PLAN
12	OLYMPIC DRIVE, LUNAR DRIVE, LAMPSON AVENUE (FRONTAGE ROAD), AND SATELLITE DRIVE STREET IMPROVEMENT PLAN
13	10902 PINE ST, PARKING LOT IMPROVEMENT PLAN
14	ALLEY E/O PINE ST IMPROVEMENT PLAN
15-16	SIGNING AND STRIPING PLANS

SIGNING AND STRIPING GENERAL NOTES:

- SIGNING STRIPING, AND LOOP REPLACEMENT AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL EXISTING STRIPING SHALL BE REMOVED PRIOR TO SLURRY SEAL.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REPAINT ALL EXISTING CURB MARKING THROUGHOUT PROJECT LIMITS. CURB MARKINGS SHALL BE PAINT, TWO (2) COATS. CONTRACTOR SHALL SCRAPE SPALLED AND CHIPPED CURB MARKING PRIOR TO REPAINTING.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
- ALL SIGNS ARE EXISTING TO REMAIN, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
- PERFORM PRELIMINARY STRIPING LAYOUT PRIOR TO POSITIONING LOOP DETECTORS AND OBTAIN APPROVAL FOR EXACT LOOP DETECTOR LOCATIONS PRIOR TO FINAL PLACEMENT. INDUCTIVE DETECTOR LOOPS SHALL BE (6") DIAMETER TYPE "E" AND CENTERED IN THE LANE WITH 10' SPACING IN THE DIRECTION OF TRAVEL. LIMIT LINE LOOPS SHALL BE MODIFIED TYPE "E" BICYCLE DETECTOR LOOPS PER CALTRANS STANDARDS. PLACE LIMIT LINE LOOPS 1 FOOT BEHIND CROSSWALK OR LIMIT LINE.

BID SET

REVISIONS

REFERENCES

NUMBER	DATE	INITIALS	APPV'D



WILLDAN Engineering
 2401 East Katella Ave. Suite 400, Anaheim, California 92806
 714.979.8500 fax 714.979.8299

DRAWN BY CL, MC, BC 11/16/2021
 CHECKED BY FW 11/16/2021
 DESIGNED BY MC 11/16/2021

APPROVED *CS* 11/16/2021
 City Engineer Date

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

TITLE SHEET

SHEET 1 OF 16

FILE: U:\110184-07 - Los Alamitos - Street Rehab FY21-22\900-PS&E\901-Plans\PL-TTL.dwg

USER: MCM DATE: Nov 17, 2021 - 9:03am





CALPIPE SECURITY BOLLARDS
 12160 WOODRUFF AVE.
 DOWNEY, CA 90241
 TOLL FREE: 1-877-283-8518
 PHONE: (562) 803-4388
 FAX: (562) 803-9883
 www.calpipebollards.com

SELECT DESIRED SURFACE FINISH:
 POWDER COAT RAL # _____
 OTHER _____

SELECT DESIRED CAP STYLE:

FLAT (SHOWN)

DOME

KNIGHT

VIKING

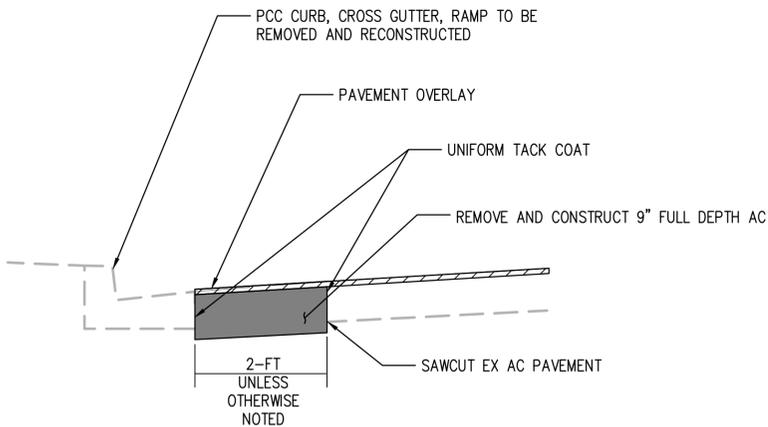
SPECIFICATIONS:
 BOLLARD CRASH RATING: ASTM F3016-S10
 BOLLARD MATERIAL: 6" ASTM A53 PIPE (6-5/8" OD)

NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER PL-DET.

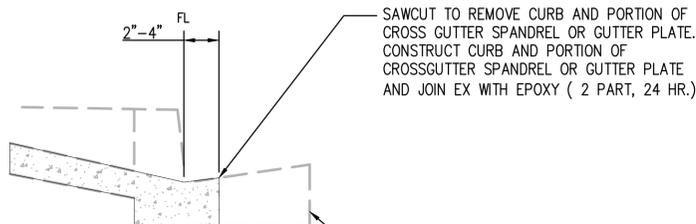
REMOVABLE BOLLARDS DETAIL

NTS



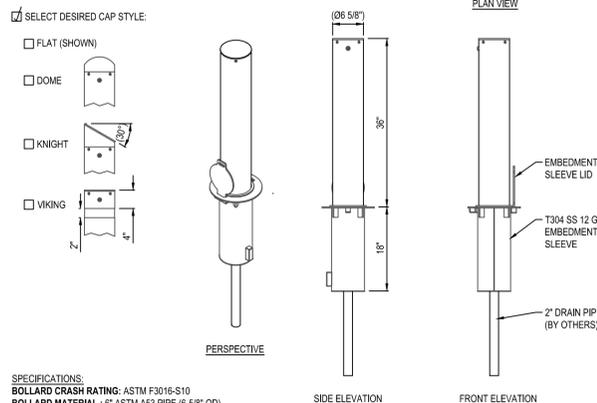
SLOT PAVEMENT DETAIL "A"

NTS



SAWCUT DETAIL AT SPANDREL OR CROSS GUTTER "B"

NTS



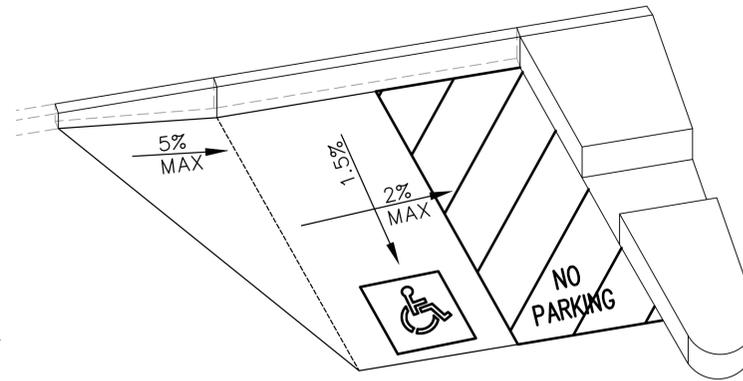
SPECIFICATIONS:
 BOLLARD CRASH RATING: ASTM F3016-S10
 BOLLARD MATERIAL: 6" ASTM A53 PIPE (6-5/8" OD)

NOTES:

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5. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER PL-DET.

REMOVABLE BOLLARDS DETAIL

NTS



ADA STALL AC RECONSTRUCTION DETAIL

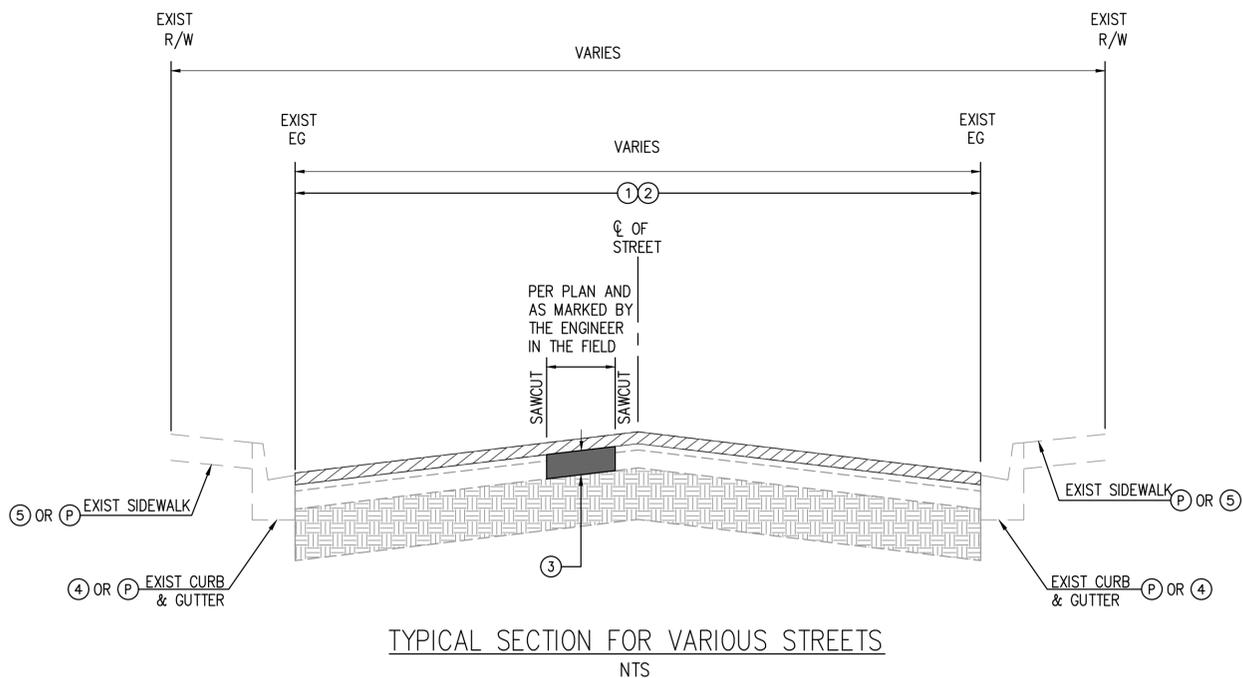
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CONSTRUCTION NOTES:

1. COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
2. CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
3. REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
4. REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
5. REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
6. PROTECT VALVE IN PLACE
7. PROTECT MANHOLE COVER IN PLACE
8. ADJUST TO GRADE (ITEM AS NOTED)
9. REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
10. REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3
11. REMOVE AND CONSTRUCT COMMERCIAL DRIVEWAY PER SPPWC STD PLAN 110-2, TYPE PER PLAN
12. REMOVE AND CONSTRUCT ALLEY APPROACH PER SPPWC STD PLAN 130-2
13. SLURRY SEAL, TYPE 2
14. REMOVE AND REPLACE CURB DRAIN PER SPPWC STD PLAN 150-4
15. REMOVE AND CONSTRUCT TYPE A1-8 CURB PER SPPWC STD PLAN 120-3
16. REMOVE AND CONSTRUCT VARIABLE HEIGHT CURB PER SPPWC STD PLAN 120-3
17. INSTALL REMOVABLE BOLLARDS PER DETAIL ON SHEET 2. 5' O.C. SPACING.
18. PROTECT IN PLACE

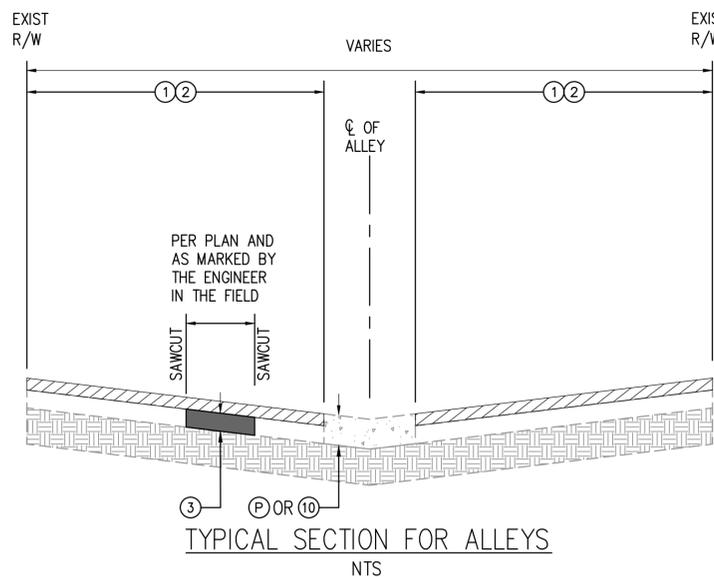
LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- SLURRY SEAL, TYPE 2
- PCC IMPROVEMENTS



TYPICAL SECTION FOR VARIOUS STREETS

NTS



TYPICAL SECTION FOR ALLEYS

NTS

REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APPV'D



WILLDAN Engineering		DATE
DRAWN BY	CL, MC, BC	11/16/2021
CHECKED BY	FW	11/16/2021
DESIGNED BY	MC	11/16/2021
APPROVED	<i>CS</i> City Engineer	11/16/2021 Date

CITY OF LOS ALAMITOS

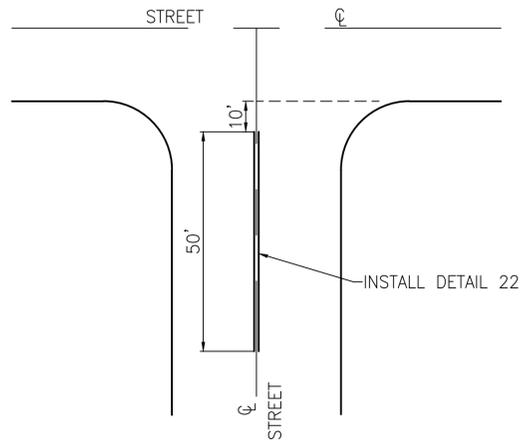
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

DETAIL SHEET

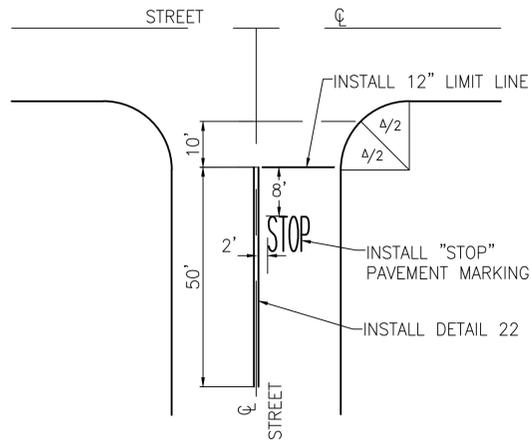


Know what's below.
 Call before you dig.

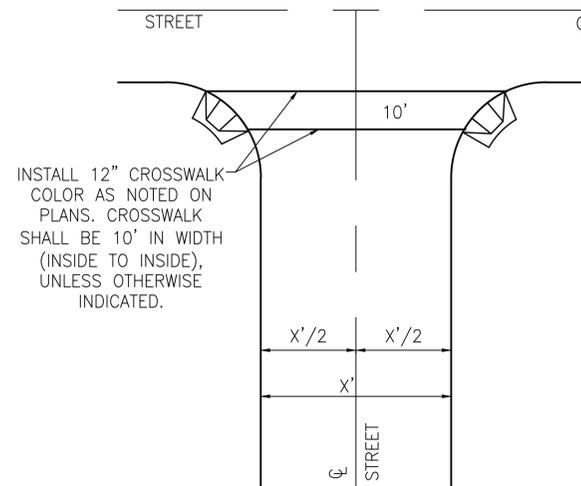
INTERSECTION STRIPING DETAIL
DETAIL "A"
N.T.S.



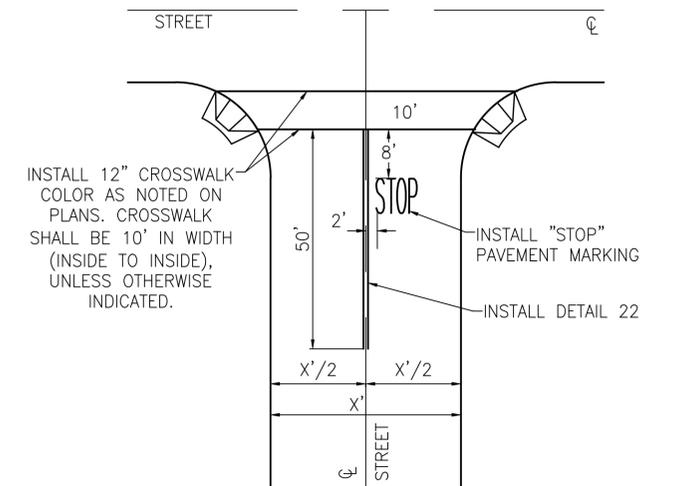
INTERSECTION STRIPING DETAIL
DETAIL "B"
N.T.S.



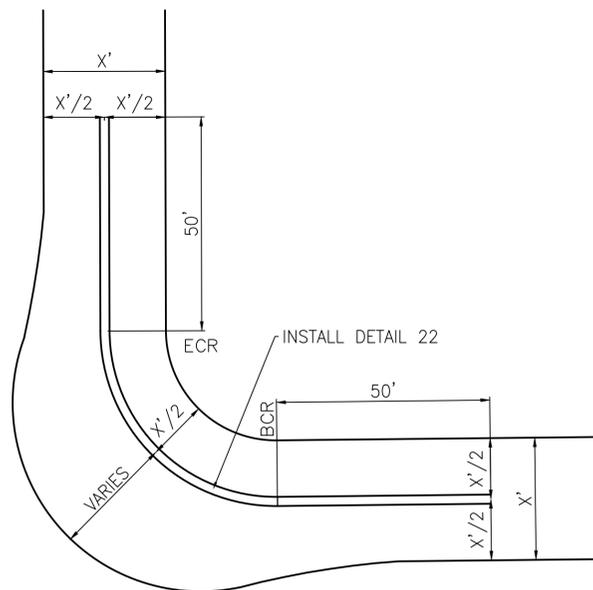
INTERSECTION CROSSWALK DETAIL
DETAIL "C"
N.T.S.



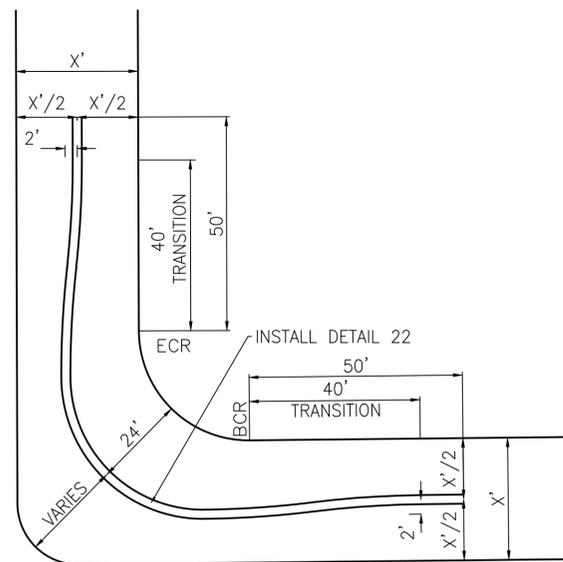
INTERSECTION CROSSWALK DETAIL
DETAIL "D"
N.T.S.



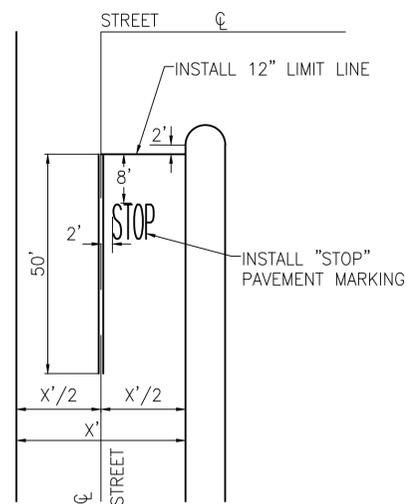
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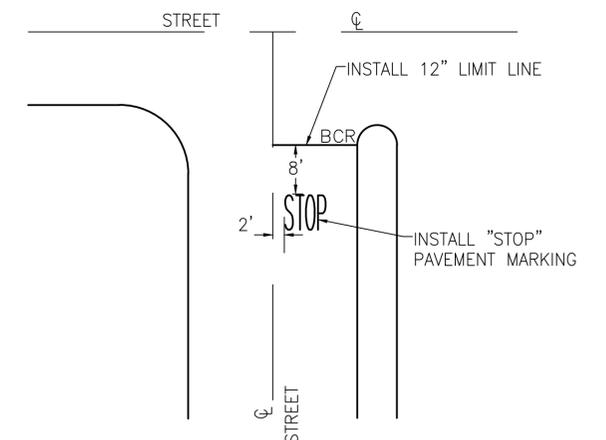
INTERSECTION STRIPING DETAIL
DETAIL "F"
N.T.S.



INTERSECTION STRIPING DETAIL
DETAIL "G"
N.T.S.



INTERSECTION STRIPING DETAIL
DETAIL "H"
N.T.S.



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APPV'D



WILLDAN Engineering
2001 East Katella Ave. Suite 400 Anaheim, California 92805
714.978.8200 Fax 714.978.8299

DRAWN BY	CL, MC, BC	DATE	11/16/2021
CHECKED BY	FW		11/16/2021
DESIGNED BY	MC		11/16/2021
APPROVED	<i>CS</i>	DATE	11/16/2021
	City Engineer		

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

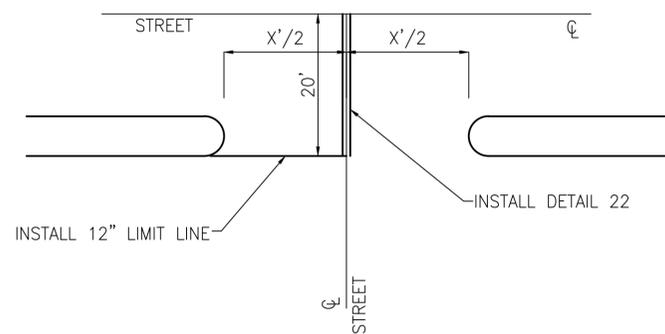
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USER: MCRm DATE: Nov 17, 2021 9:04am FILE: U:\110184\07 - Los Alamitos - Street Rehab P21-22\010-PS&E\01-Plans\11-DETL - STRIPING.dwg



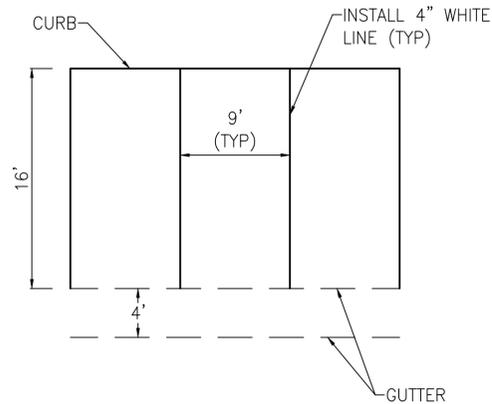
INTERSECTION STRIPING DETAIL

DETAIL "I"
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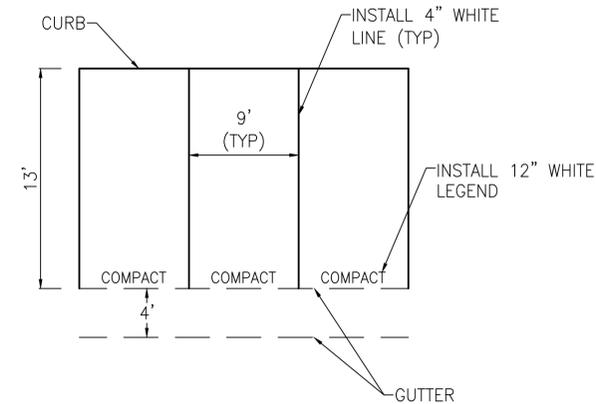
90° PARKING STALL DETAIL

DETAIL "J"
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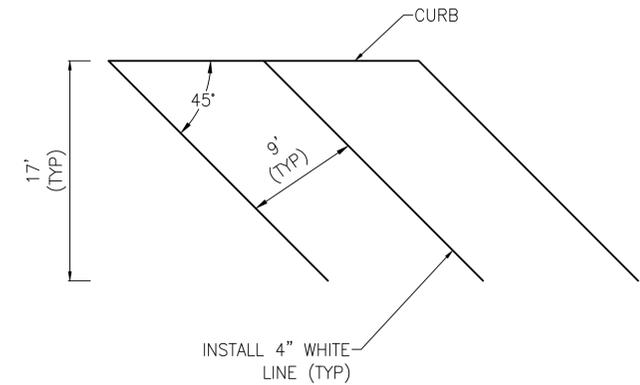
90° PARKING STALL DETAIL

DETAIL "K"
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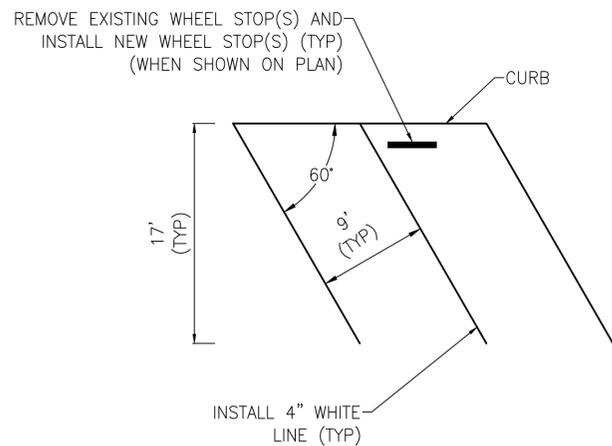
45° PARKING STALL DETAIL

DETAIL "L"
N.T.S.



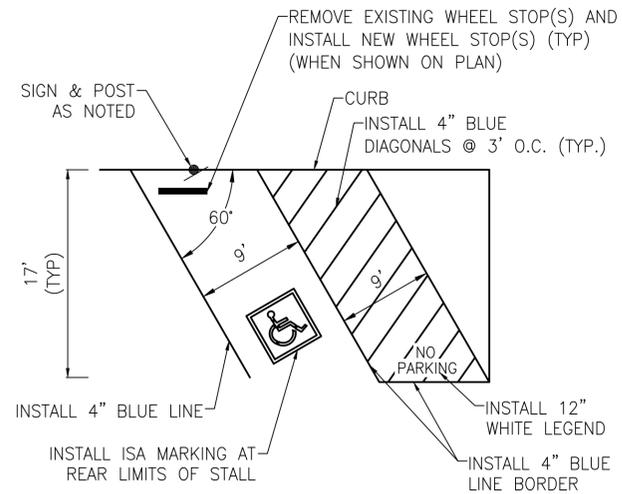
60° PARKING STALL DETAIL

DETAIL "M"
N.T.S.



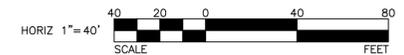
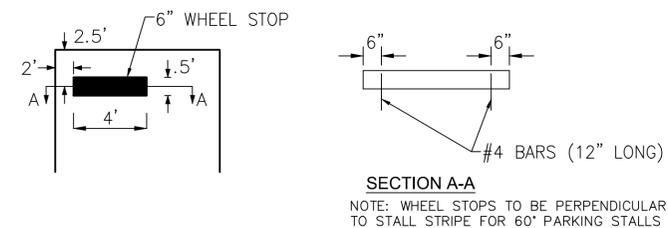
60° ACCESSIBLE PARKING STALL DETAIL

DETAIL "N"
N.T.S.



WHEEL STOP DETAIL

N.T.S.



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APPV'D



WILLDAN Engineering		DATE
DRAWN BY		11/16/2021
CHECKED BY		11/16/2021
DESIGNED BY		11/16/2021
APPROVED	<i>CS</i> City Engineer	11/16/2021 Date

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

STRIPING DETAIL SHEET

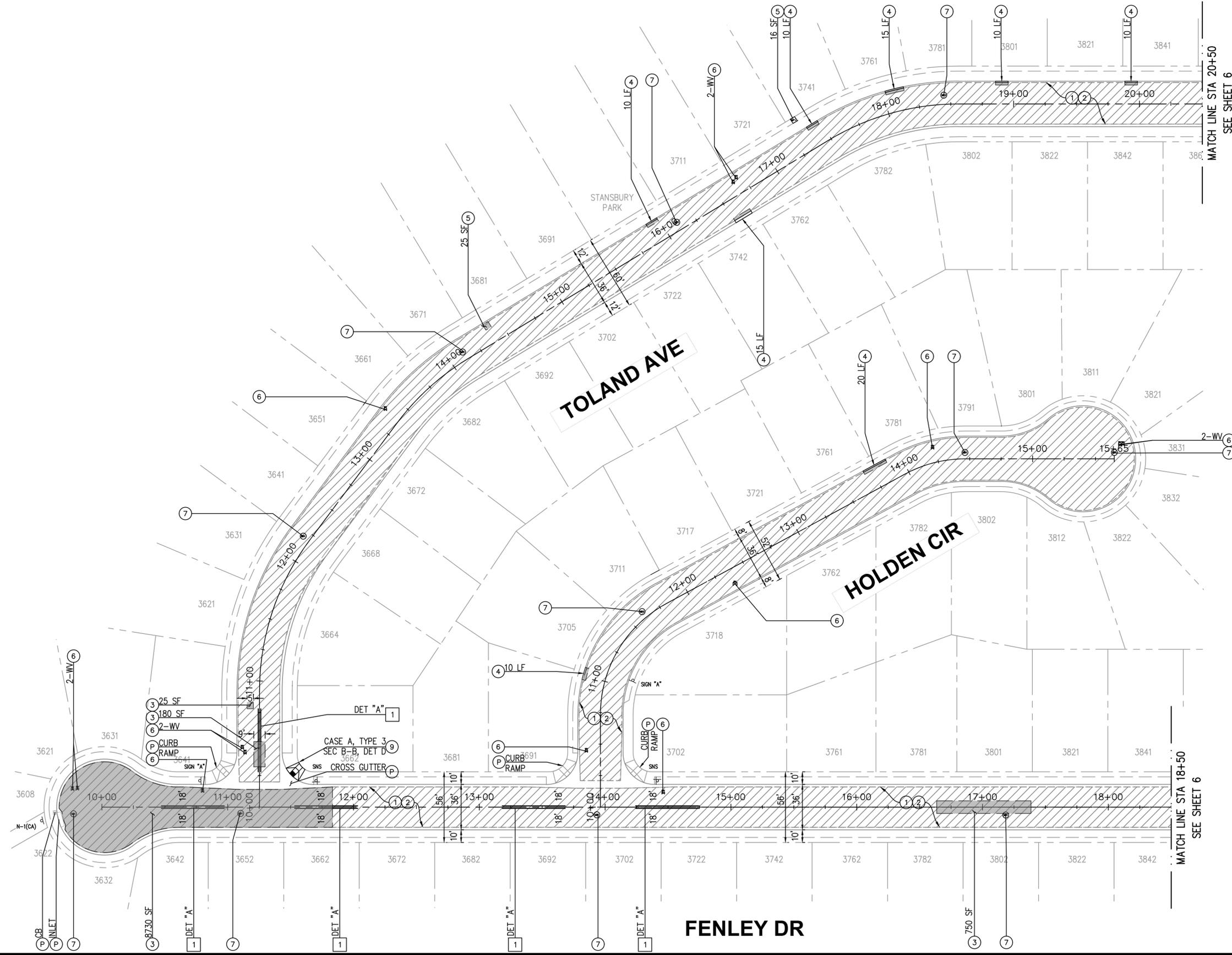
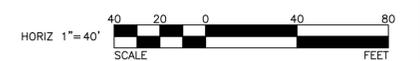
USER: MCRm DATE: Nov 17, 2021 - 9:04am FILE: U:\11018407 - Los Alamitos - Street Rehab P21-22\910-PS&E\910-Plans\PL-DETL - STRIPING 2.dwg



- CONSTRUCTION NOTES**
- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
 - ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
 - ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
 - ④ REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
 - ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
 - ⑥ PROTECT VALVE IN PLACE
 - ⑦ PROTECT MANHOLE COVER IN PLACE
 - ⑧ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
 - ⑨ PROTECT IN PLACE

- LEGEND**
-  REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
 -  COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
 -  PCC IMPROVEMENTS

- STRIPING CONSTRUCTION NOTES:**
- ① INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APP'V'D	



WILLDAN Engineering
 2001 East Kadena Ave. Suite 400, Anaheim, California 92805
 714.978.8200 Fax: 714.978.8299

DRAWN BY	CL, MC, BC	DATE	11/15/2021
CHECKED BY	FW		11/15/2021
DESIGNED BY	MC		11/15/2021
APPROVED	<i>[Signature]</i> City Engineer	DATE	11/15/2021

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

FENLEY DR WEST END TO STA 18+50 TOLAND AVE FENLEY DR TO STA 20+50 HOLDEN CIR FENLEY DR TO EAST END

SHEET 5 OF 16

FILE: U:\1101894\07 - Los Alamitos - Street Rehab F21-22\1010-PS&E\101-Plans\PL-R04-D-02.dwg
 USER: MCRm
 DATE: Nov 17, 2021 - 9:05am

CONSTRUCTION NOTES

- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- ④ REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
- ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- ⑥ PROTECT VALVE IN PLACE
- ⑦ PROTECT MANHOLE COVER IN PLACE
- ⑧ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- ⑨ PROTECT IN PLACE

LEGEND

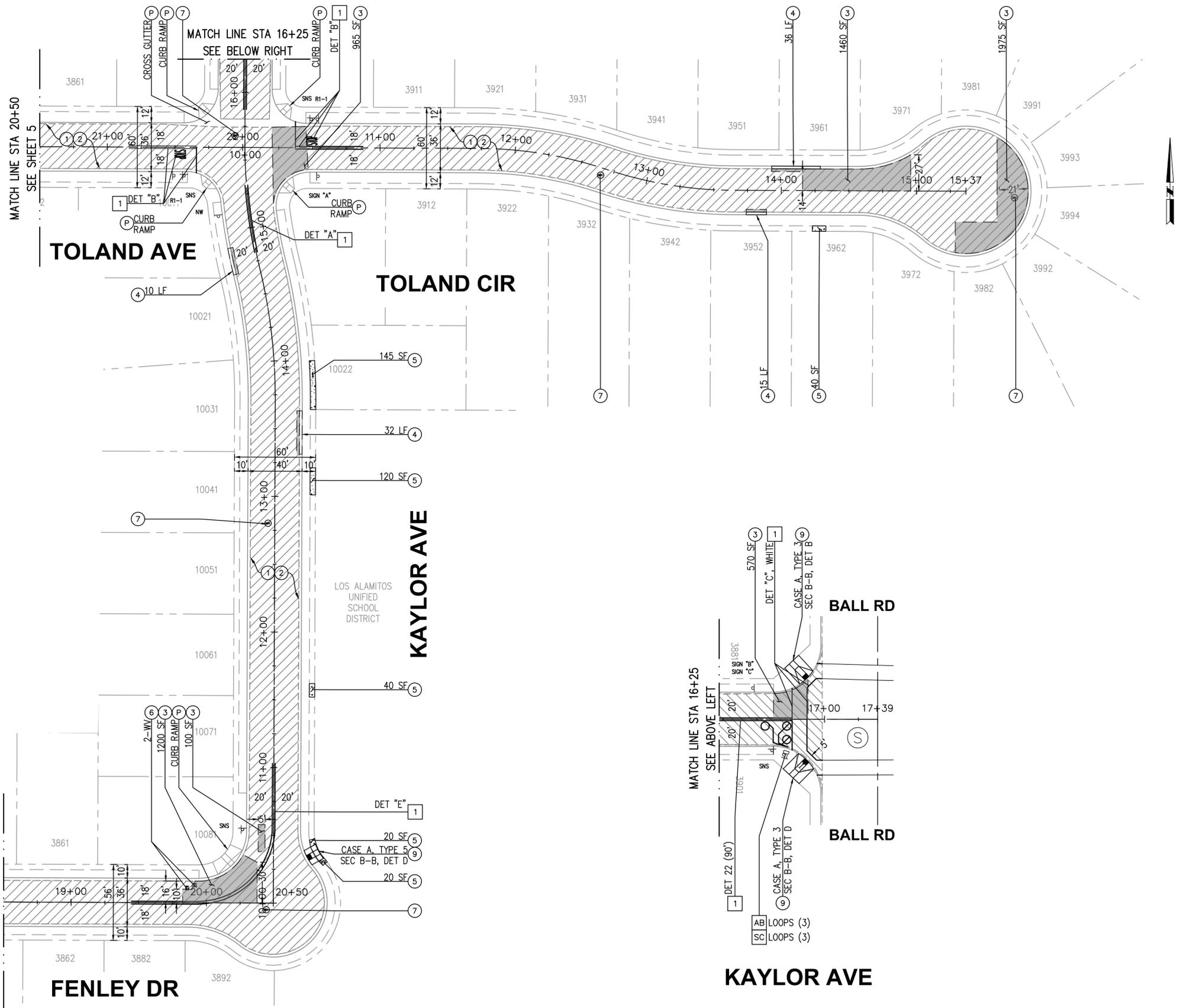
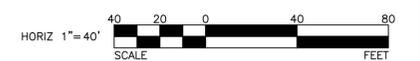
- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

STRIPING CONSTRUCTION NOTES:

- ① INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.

LEGEND

- Ⓢ SIGNALIZED INTERSECTION
- TYPE E LOOP DETECTOR
- ⊖ TYPE E (MODIFIED) BICYCLE LOOP DETECTOR



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APPV'D



WILLDAN Engineering
 2001 East Kabela Ave, Suite 400, Redwood City, CA 94063
 714.978.8200 Fax: 714.978.8299

DRAWN BY	CL, MC, BC	DATE	11/15/2021
CHECKED BY	FW	DATE	11/15/2021
DESIGNED BY	MC	DATE	11/15/2021
APPROVED	<i>[Signature]</i> City Engineer	DATE	11/15/2021

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

TOLAND CIRCLE KAYLOR AVE TO EAST END	KAYLOR AVE FENLEY DR TO BALL RD	TOLAND AVE STA 20+50 TO KAYLOR AVE	FENLEY DR STA 18+50 TO KAYLOR AVE
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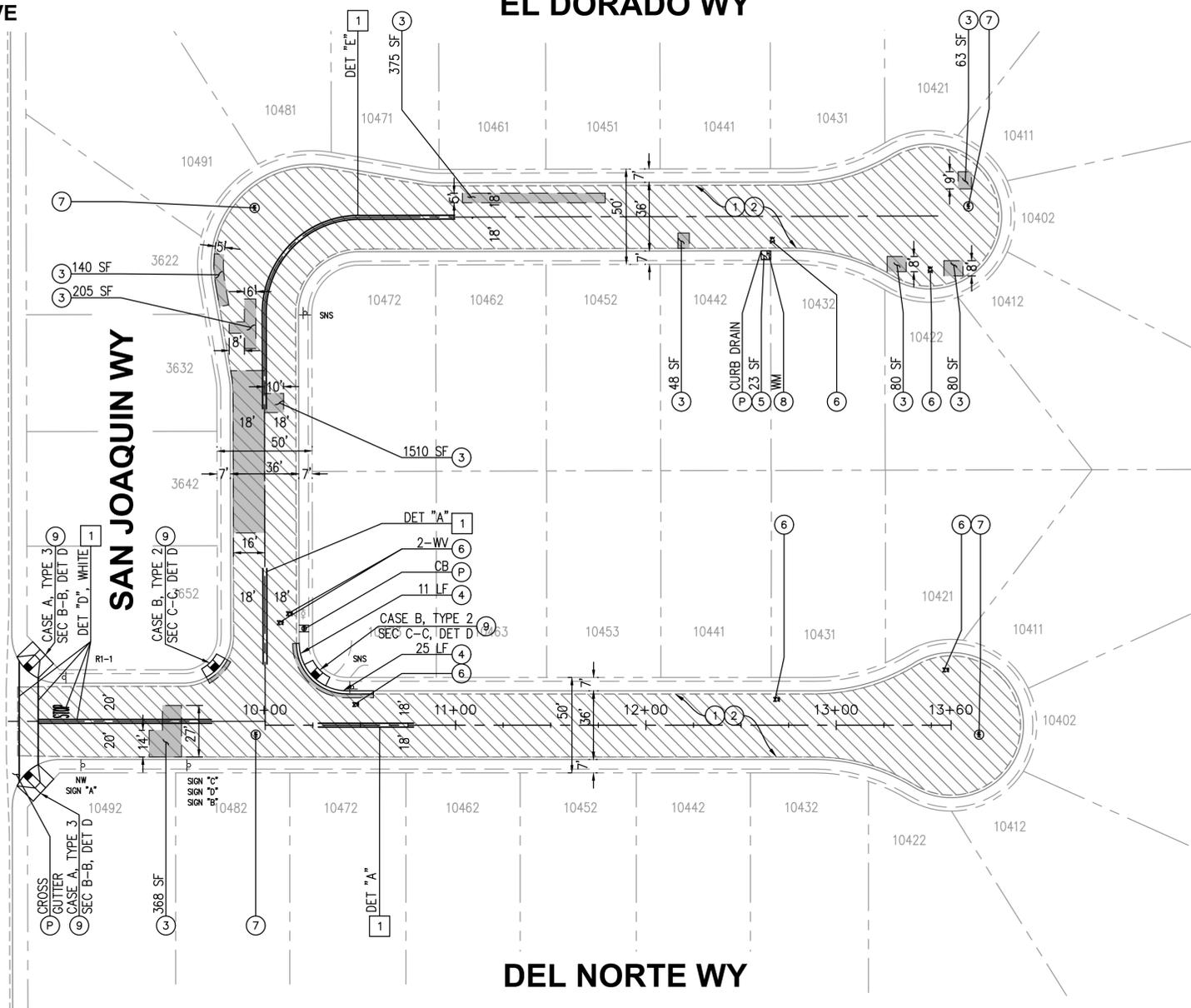
SHEET 6 OF 16

USER: MCRim DATE: Nov 17, 2021 - 9:05am
 FILE: U:\110184\07 - Los Alamitos - Street Rehab F21-22\010-PSS\01-Plans\PL-R04D-03.dwg



CERRITOS AVE

EL DORADO WY



CERRITOS AVE

DEL NORTE WY

CONSTRUCTION NOTES

- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- ④ REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
- ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- ⑥ PROTECT VALVE IN PLACE
- ⑦ PROTECT MANHOLE COVER IN PLACE
- ⑧ ADJUST TO GRADE (ITEM AS NOTED)
- ⑨ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- Ⓟ PROTECT IN PLACE

LEGEND

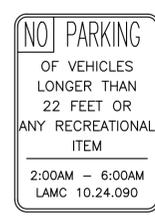
- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

STRIPING CONSTRUCTION NOTES:

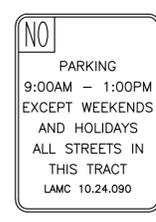
- ① INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.



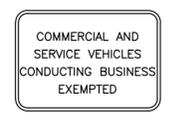
SIGN "A"



SIGN "B"



SIGN "C"



SIGN "D"



REVISIONS

REFERENCES

NUMBER	DATE	INITIALS	APP'D

APP'D



WILLDAN Engineering		DATE
DRAWN BY	CL, MC, BC	11/16/2021
CHECKED BY	FW	11/16/2021
DESIGNED BY	MC	11/16/2021
APPROVED		11/16/2021
	City Engineer	Date

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

DEL NORTE WY SAN JOAQUIN WY TO NORTH END	EL DORADO WY SAN JOAQUIN WY TO NORTH END	SAN JOAQUIN WY EL DORADO WY TO EL NORTE WY
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SHEET 7 OF 16

FILE: U:\110189&07 - Los Alamitos - Street Rehab F121-22\010-PS&E\01-Plans\F1-R03D-04.dwg
 USER: MCRm
 DATE: Nov 17, 2021 - 9:06am



LOS ALAMITOS BLVD

PINE ST

REAGAN ST

CONSTRUCTION NOTES

- 1 COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- 2 CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- 3 REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- 4 REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
- 5 REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- 6 PROTECT VALVE IN PLACE
- 7 PROTECT MANHOLE COVER IN PLACE
- 8 ADJUST TO GRADE (ITEM AS NOTED)
- 9 REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- 10 REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3
- 11 REMOVE AND CONSTRUCT COMMERCIAL DRIVEWAY PER SPPWC STD PLAN 110-2, TYPE PER PLAN
- 12 REMOVE AND CONSTRUCT ALLEY APPROACH PER SPPWC STD PLAN 130-2
- 14 REMOVE AND REPLACE CURB DRAIN PER SPPWC STD PLAN 150-4
- 16 REMOVE AND CONSTRUCT VARIABLE HEIGHT CURB PER SPPWC STD PLAN 120-3
- 17 INSTALL REMOVABLE BOLLARDS PER DETAIL ON SHEET 2. 5' O.C. SPACING.
- P PROTECT IN PLACE

LOS ALAMITOS BLVD

PINE ST

REAGAN ST

FLORISTA ST

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

FOR SIGNING AND STRIPING, SEE SHEET 15 OF 16

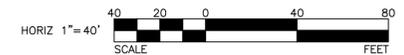
KATELLA AVE

CATALINA ST

KATELLA AVE

CHERRY ST

CATALINA ST



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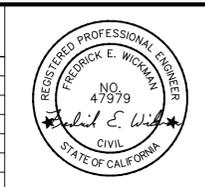
USER: MCRm DATE: Nov 17, 2021 - 9:07am



Know what's below. Call before you dig.

REVISIONS		
NUMBER	DATE	INITIALS

REFERENCES
APPV'D



		DATE
DRAWN BY	CL, MC, BC	11/16/2021
CHECKED BY	FW	11/16/2021
DESIGNED BY	MC	11/16/2021
APPROVED		11/16/2021
	City Engineer	Date

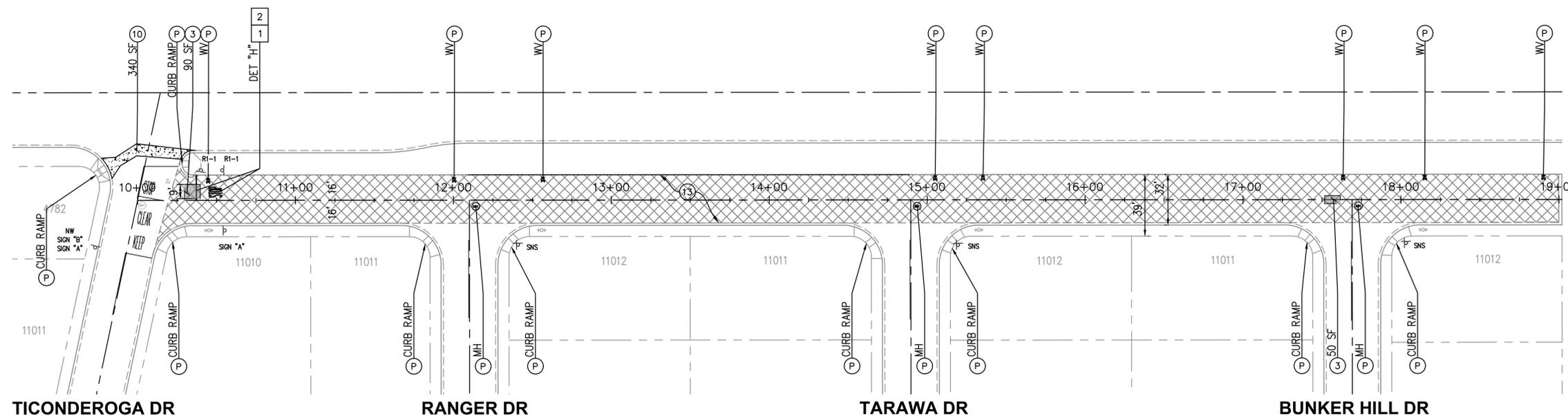
CITY OF LOS ALAMITOS	
STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022	
FLORISTA ST	CHERRY ST
LOS ALAMITOS BLVD TO CHERRY ST	KATELLA AVE TO CATALINA ST
	SHEET 8 OF 16

CONSTRUCTION NOTES

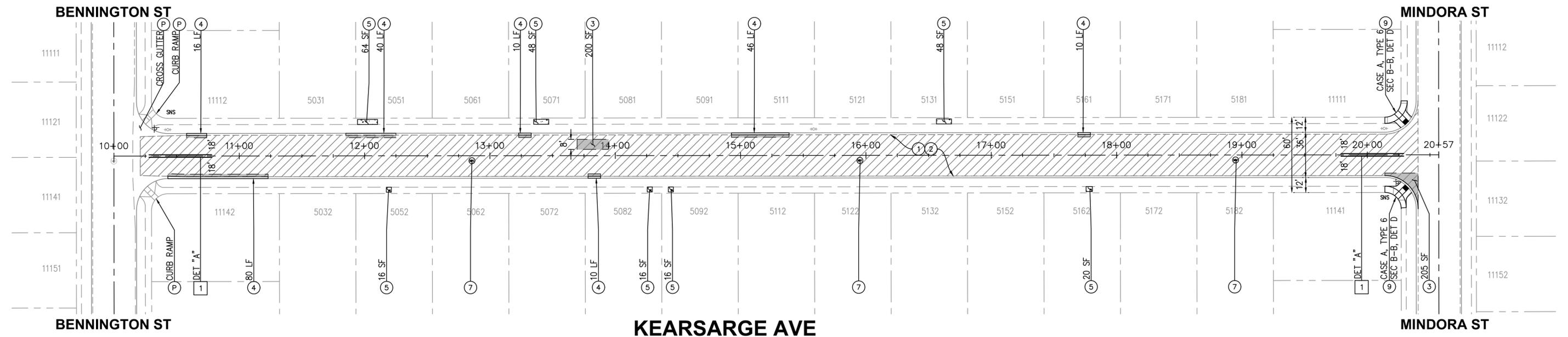
- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- ④ REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
- ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- ⑥ PROTECT VALVE IN PLACE
- ⑦ PROTECT MANHOLE COVER IN PLACE
- ⑧ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- ⑨ REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3
- ⑬ SLURRY SEAL, TYPE 2
- (P) PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- SLURRY SEAL, TYPE 2
- PCC IMPROVEMENTS

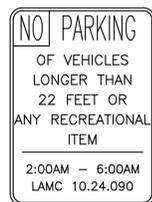


KATELLA AVE (FRONTAGE RD)



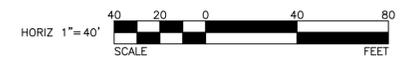
STRIPING CONSTRUCTION NOTES:

- ① INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN
- ② REMOVE CONFLICTING STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN
- ③ REMOVE CONFLICTING STRIPING



SIGN "A"

SIGN "B"



REVISIONS

REFERENCES

NUMBER	DATE	INITIALS

APP'VD



WILLDAN Engineering
2001 East Katella Ave. Suite 400, Anaheim, California 92805
 714.978.8200 Fax 714.978.8299

DRAWN BY	CL, MC, BC	DATE	11/15/2021
CHECKED BY	FW	DATE	11/15/2021
DESIGNED BY	MC	DATE	11/15/2021
APPROVED	<i>[Signature]</i>	DATE	11/15/2021
	City Engineer		

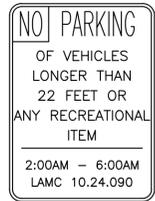
CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

KATELLA AVE (FRONTAGE ROAD)
 TICONDEROGA DR TO EAST END

KEARSARGE AVE
 BENNINGTON ST TO MINDORA ST

FILE: U:\1101894\07 - Los Alamitos - Street Rehab F21-22\1010-PS&E\01-Plans\PL-R04D-07.dwg
 USER: MCrin
 DATE: Nov 17, 2021 - 9:08am



SIGN "A"

SIGN "B"

CONSTRUCTION NOTES

- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- ④ REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
- ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- ⑥ PROTECT VALVE IN PLACE
- ⑦ PROTECT MANHOLE COVER IN PLACE
- ⑨ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- ⑪ REMOVE AND CONSTRUCT COMMERCIAL DRIVEWAY PER SPPWC STD PLAN 110-2, TYPE PER PLAN
- ⑭ REMOVE AND REPLACE CURB DRAIN PER SPPWC STD PLAN 150-4
- Ⓟ PROTECT IN PLACE
- Ⓐ ADJUST TO GRADE BY OTHERS (ITEM AS NOTED)

LEGEND

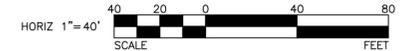
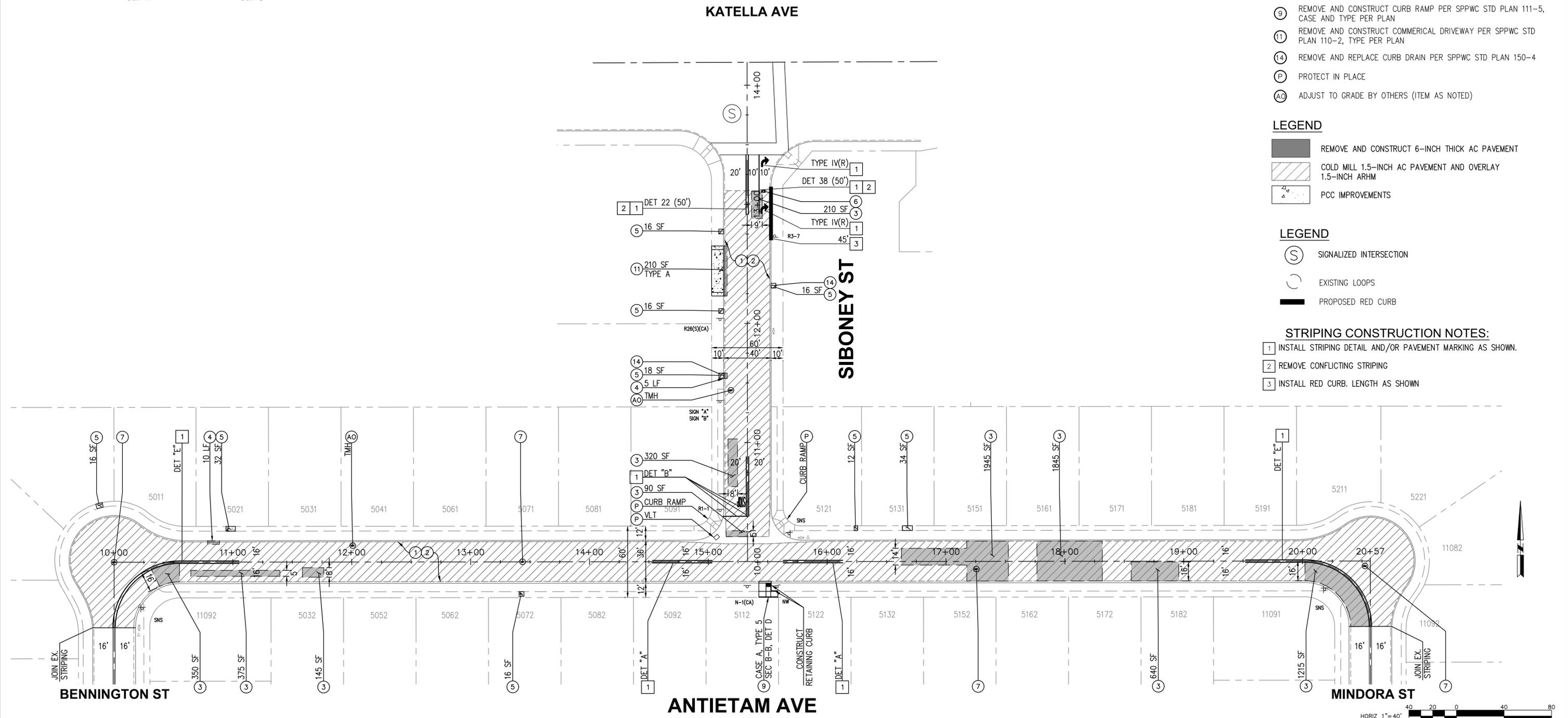
- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

LEGEND

- SIGNALIZED INTERSECTION
- EXISTING LOOPS
- PROPOSED RED CURB

STRIPING CONSTRUCTION NOTES:

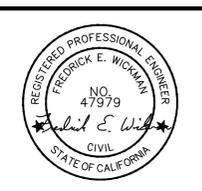
- ① INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- ② REMOVE CONFLICTING STRIPING
- ③ INSTALL RED CURB. LENGTH AS SHOWN



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REVISIONS		
NUMBER	DATE	INITIALS

REFERENCES	
APPV'D	



WILLDAN Engineering
2501 East Katella Ave. Suite 400, Anaheim, California 92805
 714.978.8200 Fax: 714.978.8299

DRAWN BY	CL, MC, BC	DATE	11/16/2021
CHECKED BY	FW	DATE	11/16/2021
DESIGNED BY	MC	DATE	11/16/2021
APPROVED		DATE	11/16/2021

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

SIBONEY ST ANTIETAM AVE TO KATELLA AVE	ANTIETAM AVE BENNINGTON ST TO MINDORA ST
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SHEET 10 OF 16

CONSTRUCTION NOTES

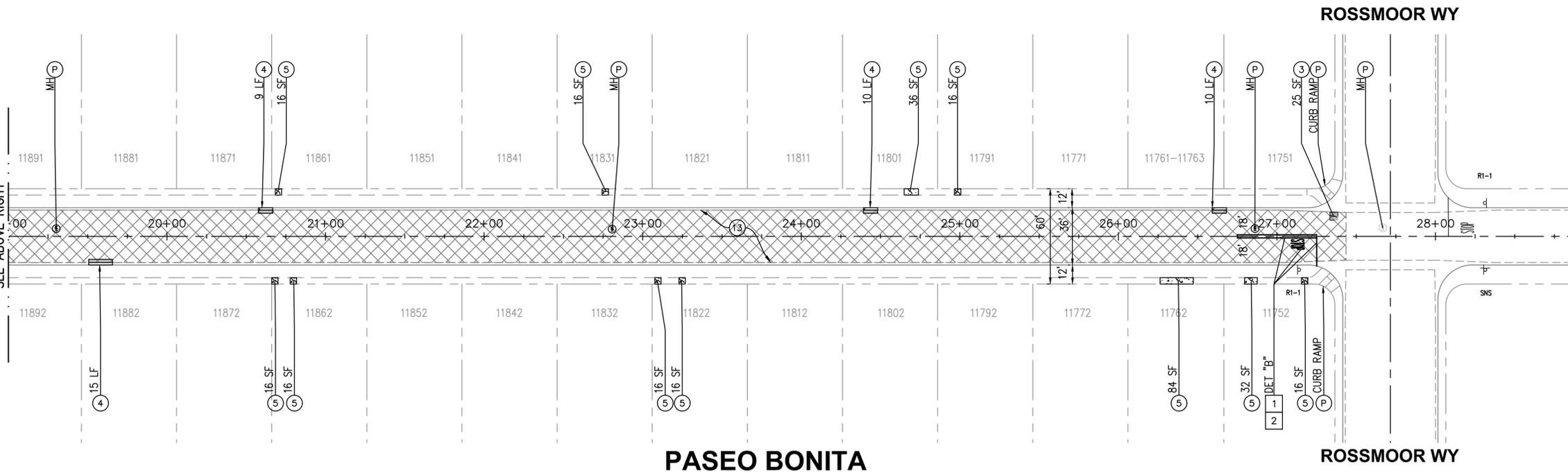
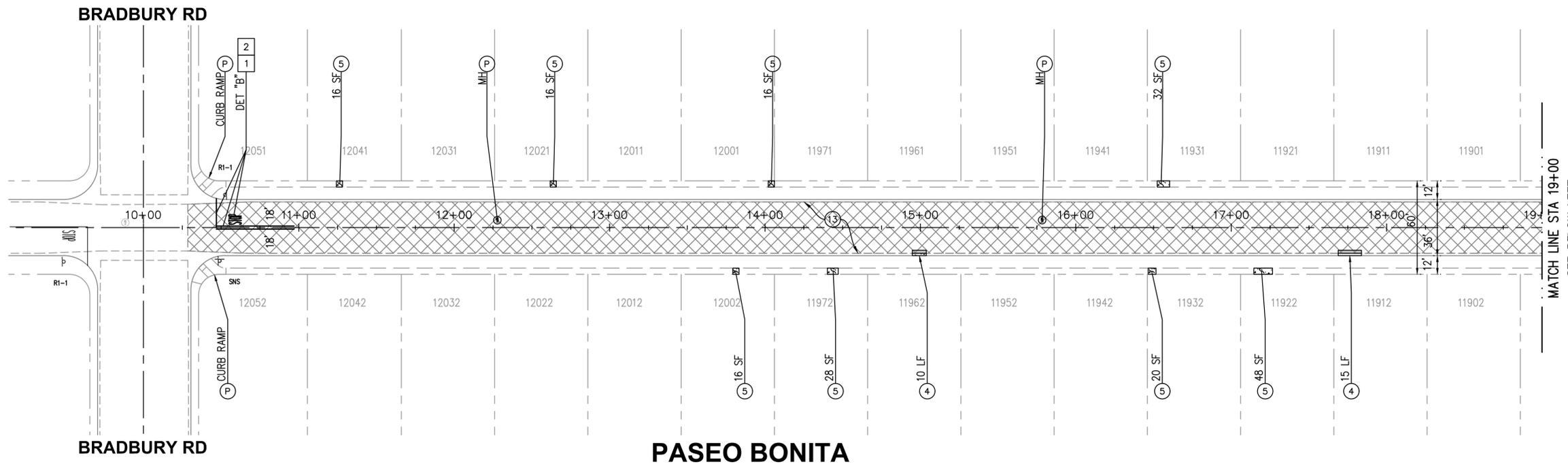
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- ④ REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
- ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- ⑦ PROTECT MANHOLE COVER IN PLACE
- ⑬ SLURRY SEAL, TYPE 2
- Ⓟ PROTECT IN PLACE

LEGEND

-  REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
-  SLURRY SEAL, TYPE 2
-  PCC IMPROVEMENTS

STRIPING CONSTRUCTION NOTES:

- ① INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- ② REMOVE CONFLICTING STRIPING



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APPV'D



WILLDAN Engineering
2001 East Kabrita Ave. Suite 400, Anaheim, California 92805
 714.978.8200 Fax: 714.978.8299

DRAWN BY	CL, MC, BC	DATE	11/15/2021
CHECKED BY	FW		11/15/2021
DESIGNED BY	MC		11/15/2021
APPROVED	<i>[Signature]</i> City Engineer	DATE	11/15/2021

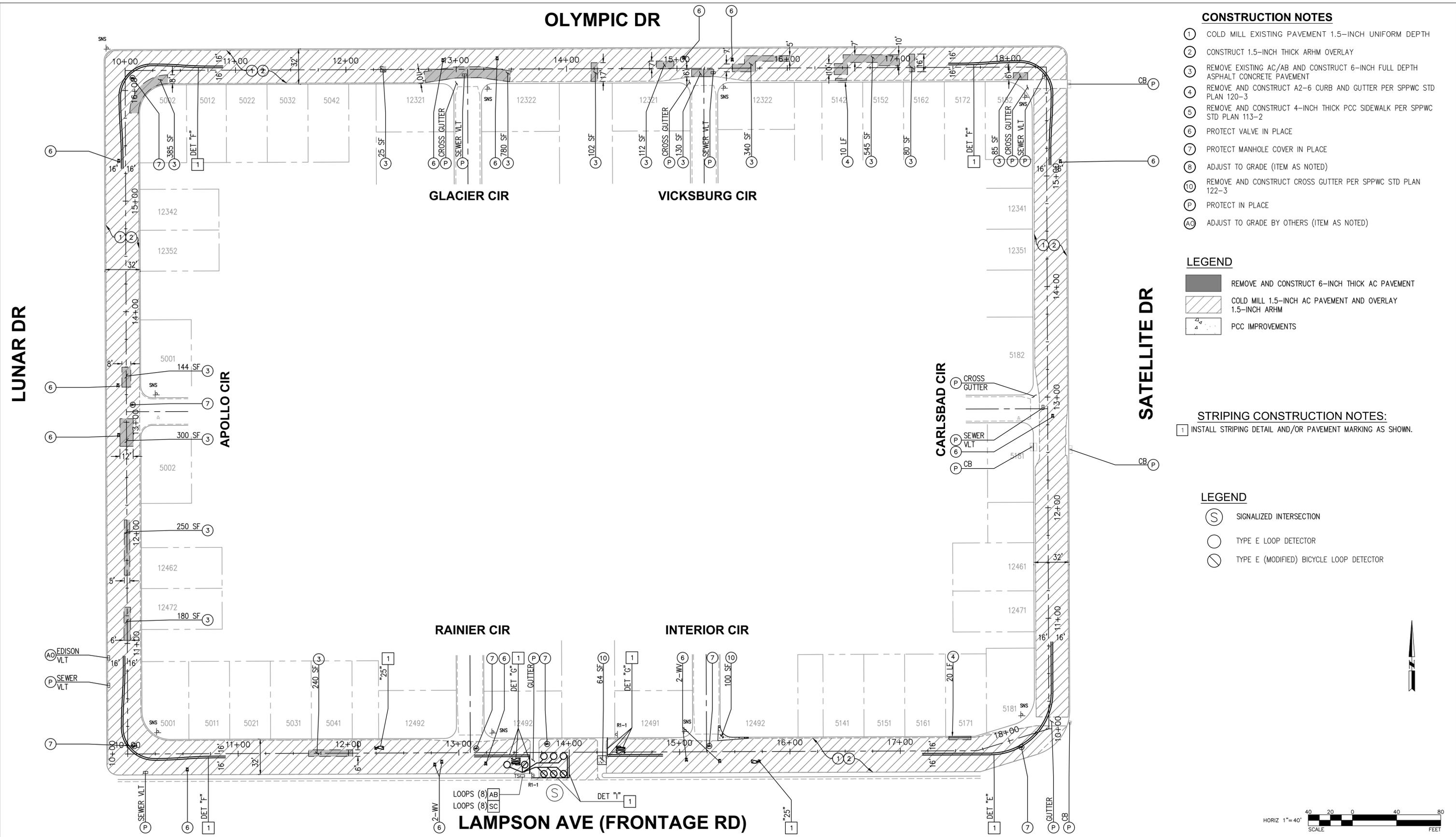
CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022
 PASEO BONITA
 BRADBURY RD TO ROSSMOOR WY

USER: MCRm DATE: Nov 17, 2021 - 9:09am
 FILE: U:\110189&07 - Los Alamitos - Street Rehab F121-22\10-PS&E\101-Plans\PL-R03D-09.dwg



OLYMPIC DR

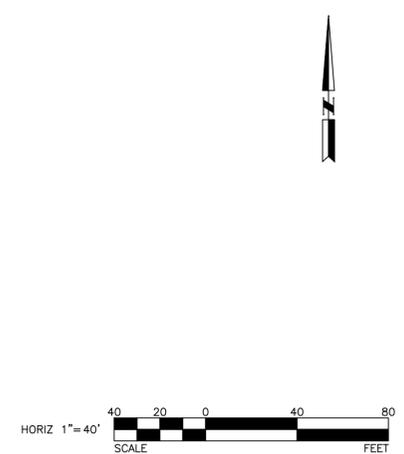


- ### CONSTRUCTION NOTES
- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
 - ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
 - ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
 - ④ REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-3
 - ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
 - ⑥ PROTECT VALVE IN PLACE
 - ⑦ PROTECT MANHOLE COVER IN PLACE
 - ⑧ ADJUST TO GRADE (ITEM AS NOTED)
 - ⑩ REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3
 - (P) PROTECT IN PLACE
 - (AO) ADJUST TO GRADE BY OTHERS (ITEM AS NOTED)

- ### LEGEND
- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
 - COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
 - PCC IMPROVEMENTS

- ### STRIPING CONSTRUCTION NOTES:
- 1 INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.

- ### LEGEND
- (S) SIGNALIZED INTERSECTION
 - (O) TYPE E LOOP DETECTOR
 - (O with slash) TYPE E (MODIFIED) BICYCLE LOOP DETECTOR

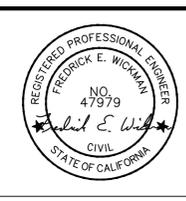


LUNAR DR

SATELLITE DR

REVISIONS			REFERENCES
NUMBER	DATE	INITIALS	APP'VD

REFERENCES



		DATE
DRAWN BY	CL, MC, BC	11/16/2021
CHECKED BY	FW	11/16/2021
DESIGNED BY	MC	11/16/2021
APPROVED		11/16/2021
	City Engineer	Date

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

OLYMPIC DR LUNAR DR TO SATELLITE DR	LUNAR DR LAMPSON AVE (FRONTAGE RD) TO OLYMPIC DR	LAMPSON AVE (FRONTAGE RD) LUNAR DR TO SATELLITE DR	SATELLITE DR LUNAR DR TO OLYMPIC DR
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SHEET 12 OF 16

USER: MCRm DATE: Nov 17, 2021 - 9:10am
 FILE: U:\110189407 - Los Alamitos - Street Rehab F21-22\010-PS&E\01-Plans\PL-R010-10.dwg

CONSTRUCTION NOTES

- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- ⑦ PROTECT MANHOLE COVER IN PLACE
- ⑩ REMOVE AND CONSTRUCT VARIABLE HEIGHT CURB PER SPPWC STD PLAN 120-3
- Ⓟ PROTECT IN PLACE

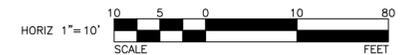
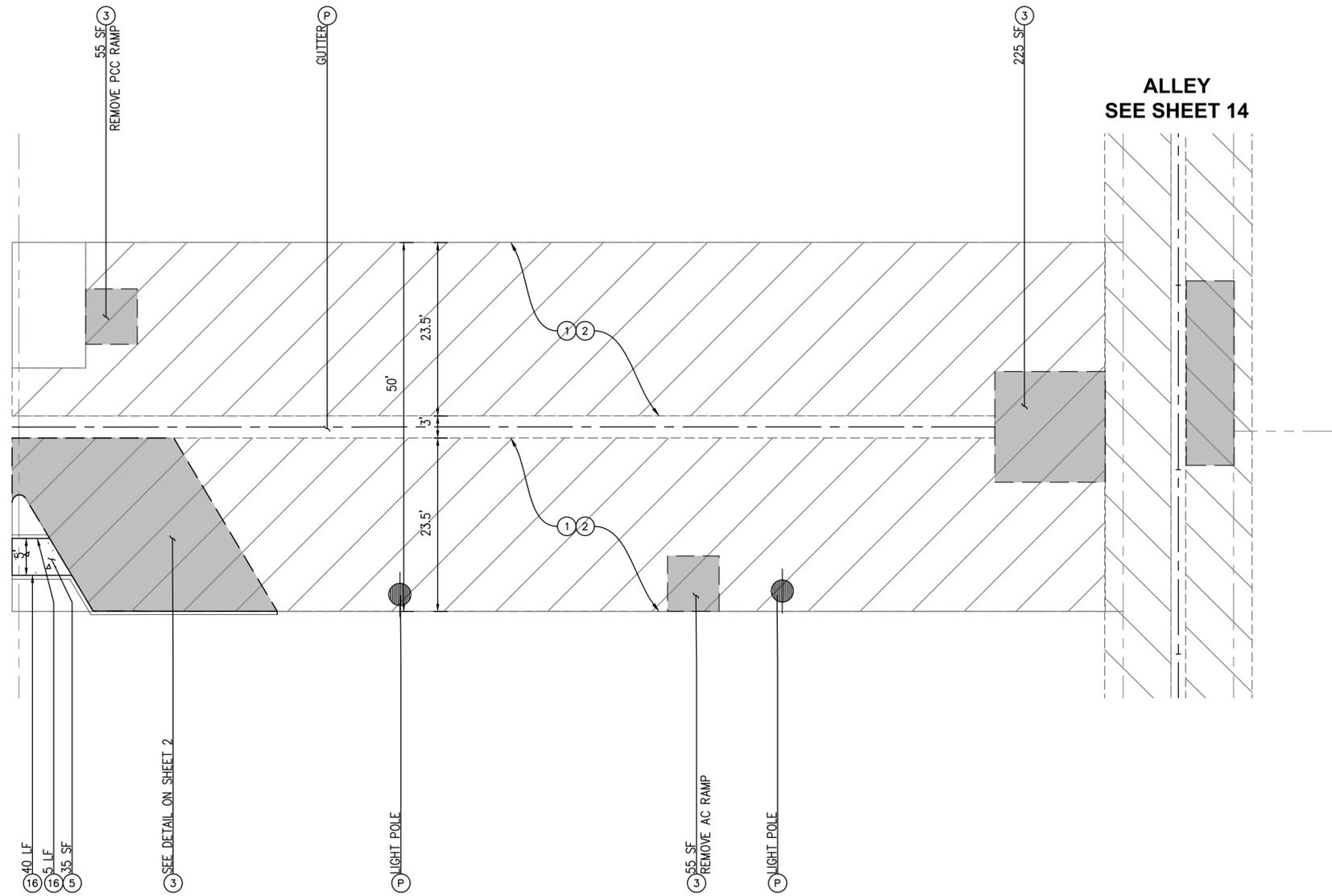
LEGEND

-  REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
-  COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
-  PCC IMPROVEMENTS

FOR SIGNING AND STRIPING, SEE SHEET 16 OF 16

**ALLEY
SEE SHEET 14**

PINE ST



REVISIONS

REFERENCES

NUMBER	DATE	INITIALS	APPV'D



WILLDAN Engineering		DATE
DRAWN BY	CL, MC, BC	11/15/2021
CHECKED BY	FW	11/15/2021
DESIGNED BY	MC	11/15/2021
APPROVED	<i>CS</i> City Engineer	11/15/2021 Date

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022
PARKING LOT IMPROVEMENTS
10902 PINE ST

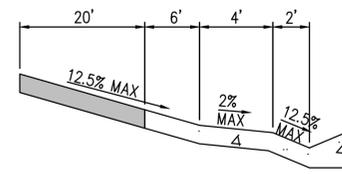


CONSTRUCTION NOTES

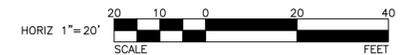
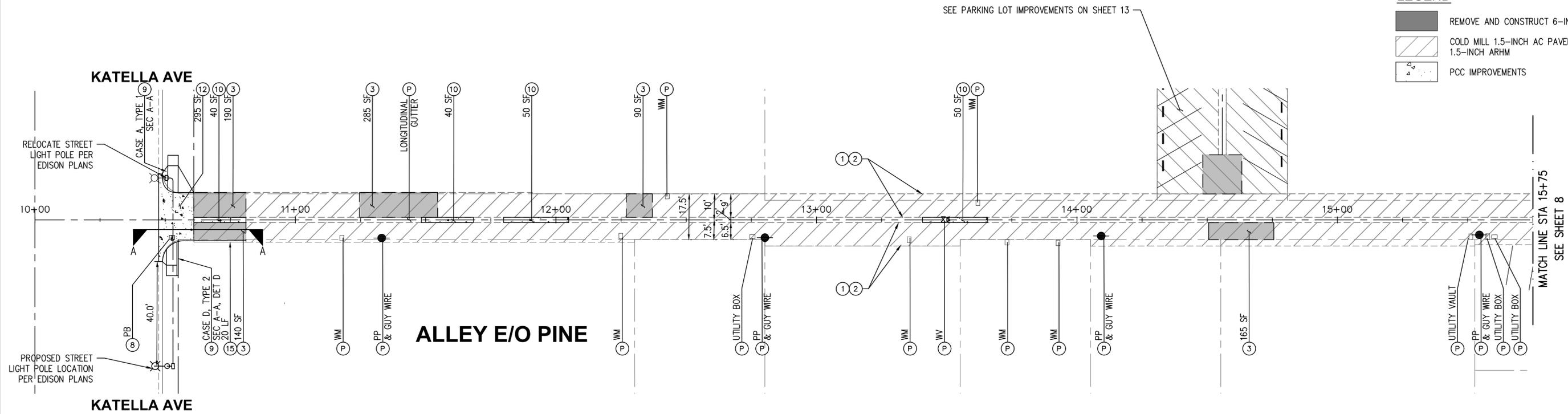
- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- ⑧ ADJUST TO GRADE (ITEM AS NOTED)
- ⑨ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- ⑩ REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3
- ⑫ REMOVE AND CONSTRUCT ALLEY APPROACH PER SPPWC STD PLAN 130-2
- ⑮ REMOVE AND CONSTRUCT TYPE A1-8 CURB PER SPPWC STD PLAN 120-3
- Ⓟ PROTECT IN PLACE

LEGEND

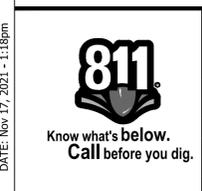
-  REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
-  COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
-  PCC IMPROVEMENTS



SEC A-A
NTS

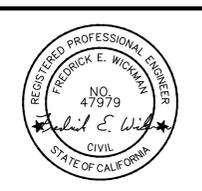


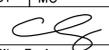
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REVISIONS		
NUMBER	DATE	INITIALS

REFERENCES
APPV'D



		DATE
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APPROVED		11/17/2021
	City Engineer	Date

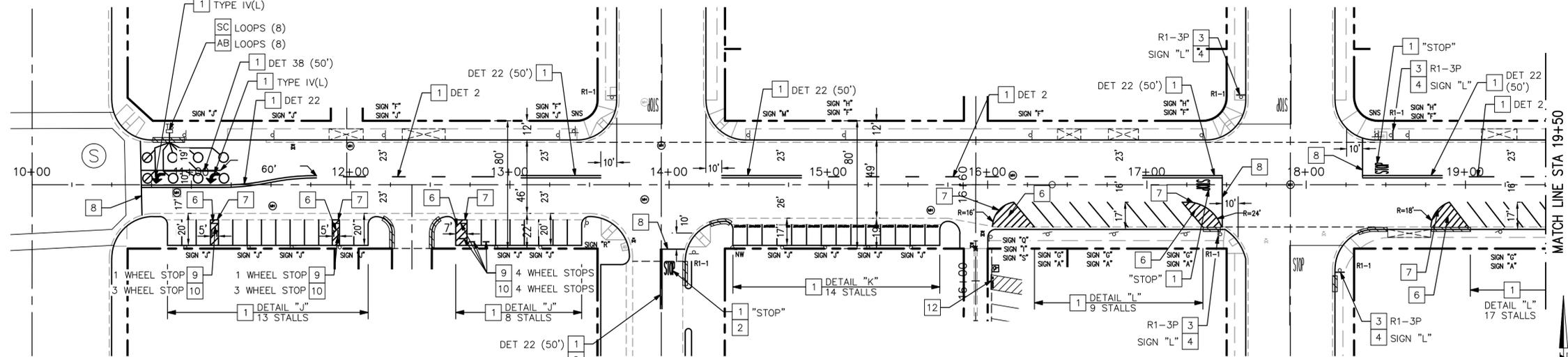
CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

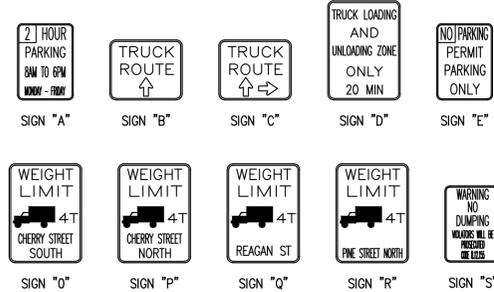
ALLEY E/O PINE ST
KATELLA AVE TO FLORISTA

SHEET 14 OF 16

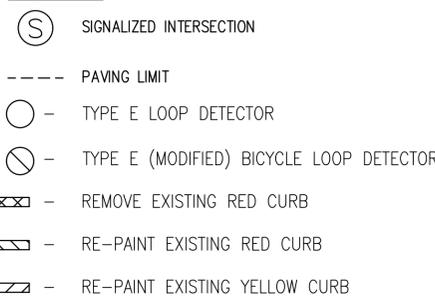
LOS ALAMITOS BLVD



LOS ALAMITOS BLVD



LEGEND

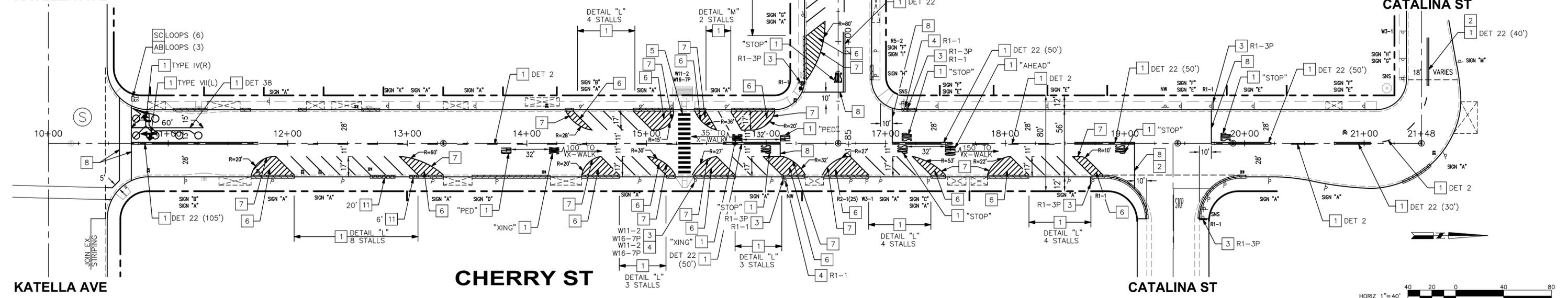


- SIGNING AND STRIPING GENERAL NOTES:**
- SIGNING STRIPING, AND LOOP REPLACEMENT AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
 - ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
 - REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
 - ALL EXISTING STRIPING SHALL BE REMOVED PRIOR TO SLURRY SEAL.
 - ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
 - ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL REPAINT ALL EXISTING CURB MARKING THROUGHOUT PROJECT LIMITS. CURB MARKINGS SHALL BE PAINT, TWO (2) COATS. CONTRACTOR SHALL SCRAPE SPALLED AND CHIPPED CURB MARKING PRIOR TO REPAINTING.
 - NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
 - ALL SIGNS ARE EXISTING TO REMAIN, UNLESS OTHERWISE NOTED.
 - INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
 - PERFORM PRELIMINARY STRIPING LAYOUT PRIOR TO POSITIONING LOOP DETECTORS AND OBTAIN APPROVAL FOR EXACT LOOP DETECTOR LOCATIONS PRIOR TO FINAL PLACEMENT. INDUCTIVE DETECTOR LOOPS SHALL BE (6") DIAMETER TYPE "E" AND CENTERED IN THE LANE WITH 10' SPACING IN THE DIRECTION OF TRAVEL. LIMIT LINE LOOPS SHALL BE MODIFIED TYPE "E" BICYCLE DETECTOR LOOPS PER CALTRANS STANDARDS. PLACE LIMIT LINE LOOPS 1 FOOT BEHIND CROSSWALK OR LIMIT LINE.

STRIPING CONSTRUCTION NOTES: (THIS SHEET ONLY)

- INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- REMOVE CONFLICTING STRIPING
- INSTALL SIGN(S) AS NOTED.
- REMOVE SIGN(S) AS NOTED.
- INSTALL WHITE CONTINENTAL CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).
- INSTALL 4" WHITE DIAGONALS AT 45° AT 3' O.C., UNLESS OTHERWISE NOTED.
- INSTALL 4" WHITE LINES AS SHOWN, UNLESS OTHERWISE NOTED.
- INSTALL 12" WHITE CROSSWALK OR LIMIT LINE. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- REMOVE EXISTING WHEEL STOP(S) PRIOR TO PAVEMENT WORK.
- INSTALL NEW WHEEL STOP(S).
- REMOVE RED CURB, LENGTH AS SHOWN
- PAINT 4" BLUE LINE AS SHOWN.
- RELOCATE SIGN(S) AND POST AS NOTED.

KATELLA AVE



KATELLA AVE

CHERRY ST

CATALINA ST



REVISIONS			REFERENCES
NUMBER	DATE	INITIALS	APP'VD

DATE

WILLDAN Engineering
 2001 East Katella Ave. Suite 400, Anaheim, California 92805
 714.978.8200 Fax 714.978.8299

DRAWN BY: CL, MC, BC 11/16/2021
 CHECKED BY: FW 11/16/2021
 DESIGNED BY: MC 11/16/2021

APPROVED: *[Signature]* 11/16/2021
 City Engineer Date

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022

FLORISTA ST
 LOS ALAMITOS BLVD TO CHERRY ST

CHERRY ST
 KATELLA AVE TO CATALINA ST

SHEET 15 OF 16

FILE: U:\11018407 - Los Alamitos - Street Rehab P21-22\090-PSSE\01-Plans\15-STRIPE-01.dwg

USER: MCRm DATE: Nov 17, 2021 - 9:11am

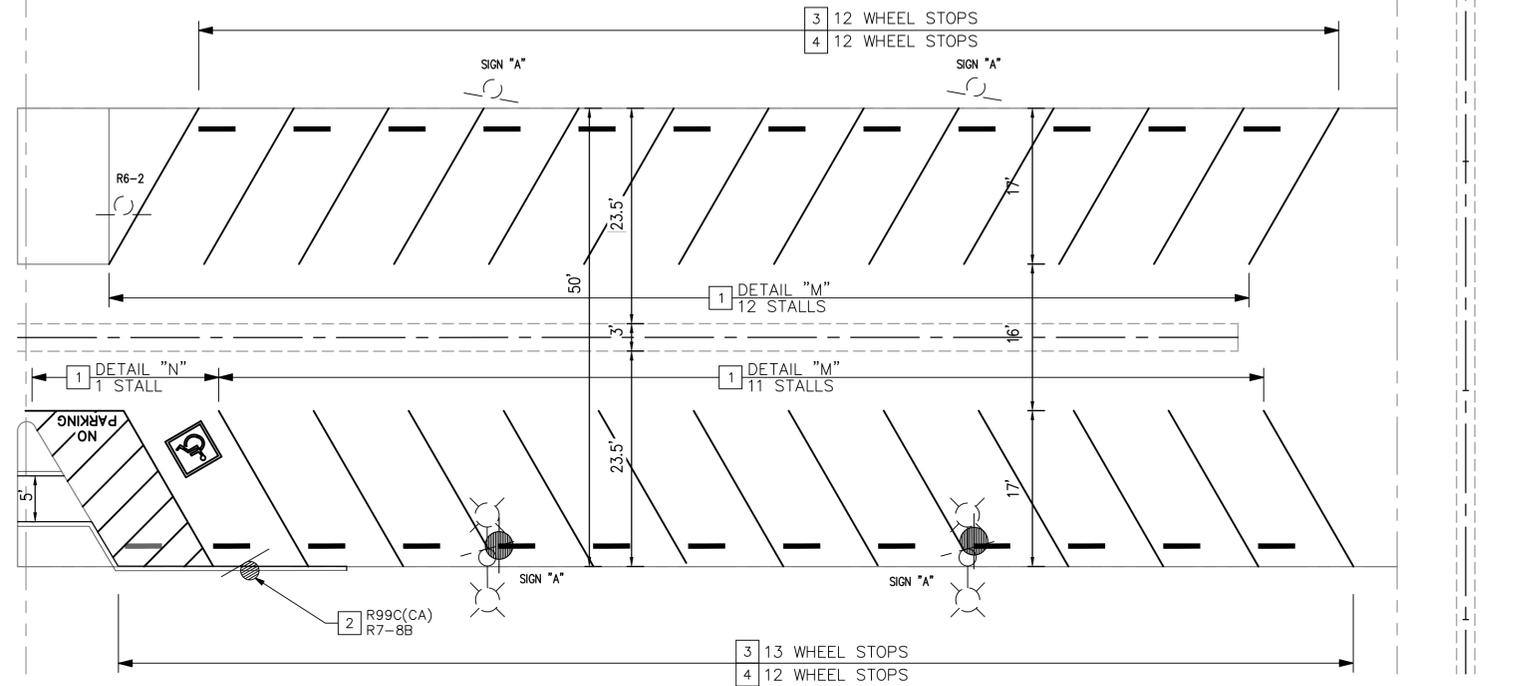


STRIPING CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1 INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- 2 INSTALL SIGN(S) AND POST AS INDICATED.
- 3 REMOVE EXISTING WHEEL STOP(S) PRIOR TO PAVEMENT WORK.
- 4 INSTALL NEW WHEEL STOP(S).

PINE ST

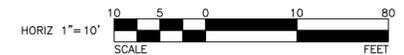
ALLEY



PARKING LOT STALLS		
	EXISTING	PROPOSED
STANDARD	25	23
ADA	0	1
TOTAL	25	24



SIGN "A"



REVISIONS

REFERENCES

NUMBER	DATE	INITIALS	APPV'D



WILLDAN Engineering		DATE
DRAWN BY		11/16/2021
CHECKED BY		11/16/2021
DESIGNED BY		11/16/2021
APPROVED	<i>CS</i>	11/16/2021
	City Engineer	Date

CITY OF LOS ALAMITOS

STREET IMPROVEMENTS ON VARIOUS STREETS FY 2021-2022
PARKING LOT SIGNING AND STRIPING
10902 PINE ST

FILE: U:\1101894\07 - Los Alamitos - Street Rehab F121-22\010-PS&E\01-Plans\PL-STRIPING-02.dwg
 USER: MCrin DATE: Nov 17, 2021 - 9:12am



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 10I

To: Mayor Shelly Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Bid for the CDBG Howard Ave and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04)

SUMMARY

On January 18, 2022, staff received and reviewed bids to the City's Request for CIP No. 21/22-04 (FY 2021-2022) – the CDBG Howard Ave and Bloomfield Street Improvement Project.

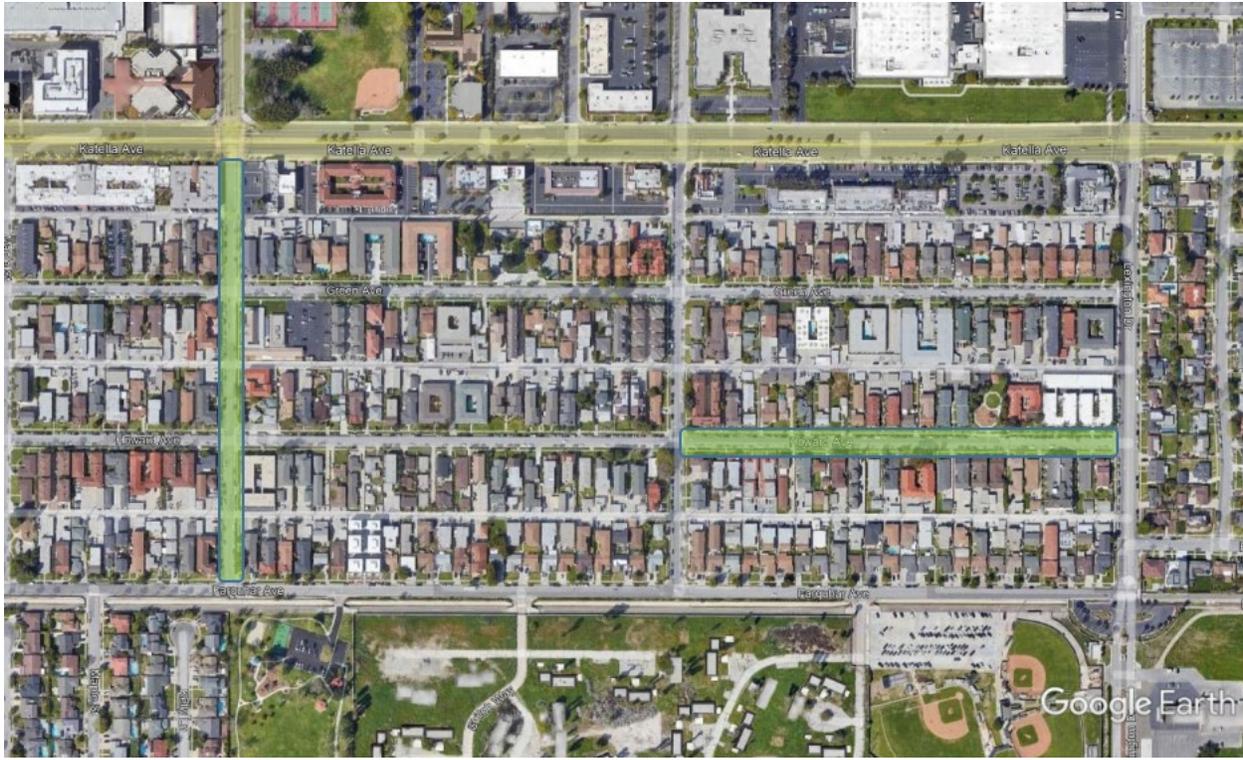
RECOMMENDATION

1. Award construction for the CDBG Howard Ave and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04) to Hardy and Harper, Inc. in the amount of \$205,000; and,
2. Authorize the Mayor to execute the contract with Hardy and Harper, Inc. for the project; and ,
3. Authorize the City Engineer to add work and execute change orders in the amount not to exceed the contingency reserve of 10% or \$20,500.

BACKGROUND

The City proposes to grind and overlay various residential streets throughout the City as part of the ongoing pavement management program. The project will also replace damaged curb, gutter, and lifted sidewalk to correct drainage and ADA curb ramps will be modified to current codes as necessary. The project includes the following streets:

- Howard Avenue (Noel Street to Lexington Drive)
- Bloomfield Street (Farquhar Avenue to Katella Avenue)



DISCUSSION

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the local publications, consisting of: The Event News-Enterprise and the F.W. Dodge publication known as the "Green Sheet".

Bids for the CDBG Howard Ave and Bloomfield Street Improvement FY 2021-2022 Project (CIP No. 21/22-04), were publicly opened on January 18, 2022 at 11:00 am. From the five (5) total bids received, it was determined that the lowest responsible bid submitted was from Hardy & Harper, Inc. with the total bid amount of \$205,000. The bid results are provided below:

ALL AMERICAN ASPHALT	\$	265,000.00
R.J. NOBLE CO	\$	233,505.00
SEQUEL CONTRACTORS	\$	211,191.00
ONYX PAVING	\$	210,000.00
HARDY & HARPER, INC.	\$	205,000.00
Average	\$	224,939.20

The following represents an approximate timeline for the completion of the project which consists of: grind and overlay, signing and striping, and curb ramp replacement for the street improvement project:

- 02/28/2022 Award of Contract by City Council
- 04/04/2022 Start of construction
- 05/30/2022 End of construction

FISCAL IMPACT

The total construction bid from Hardy and Harper, Inc. is \$205,000. The design, construction management and contingency budget is estimated to be \$136,000 for a total of \$341,000.

Available funding for the projects is provided as follows:

Source	Amount
CDBG	\$291,000
Measure M	\$50,000
Project Total	\$341,000

Submitted by: Chris Kelley, City Engineer
 Reviewed by: Ron Noda, Development Services Director
 Fiscal Impact Reviewed by: Craig Koehler, Finance Director
 Approved by: Chet Simmons, City Manager

- Attachment:*
1. Articles of Agreement for CIP No. 21/22-04
 2. Bid Breakdown for CIP No. 21/22-04
 3. Bid Submittal for CIP No. 21/22-04



CITY OF LOS ALAMITOS**CONTRACT AGREEMENT FOR
CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

THIS CONTRACT AGREEMENT (hereinafter “Agreement” or “Contract” or “Contract Agreement”) is made and entered into for the above stated Project this 28th day of February, 2022, BY AND BETWEEN THE **CITY OF LOS ALAMITOS**, as CITY, and Hardy & Harper, Inc., as CONTRACTOR. WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, 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 (hereinafter collectively the “Contract Documents”). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of 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.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to reimburse CITY for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by CITY.

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property owned by CITY, which Claims arise out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. ~~Under no circumstances shall the insurance requirements~~

and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the CITY, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

ARTICLE X

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement, contract, or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under Section 3 and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 requirements, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

CONTRACTOR agrees to include Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR

has notice or knowledge that the subcontractor has been found to be in violation of the regulations in 24 CFR Part 75.

CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before this Agreement is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

SHELLY HASSELBRINK, MAYOR
CITY OF LOS ALAMITOS

HARDY & HARPER, INC.

BY: _____
(PRINT)

ATTEST:

(SIGNATURE)

WINDMERA QUINTANAR, CITY CLERK
CITY OF LOS ALAMITOS

(TITLE)

BY: _____
(PRINT)

MICHAEL S. DAUDT, CITY ATTORNEY
CITY OF LOS ALAMITOS

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED,
ATTACH JURAT.

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephonenumber for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ____ day of _____, 2022

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS that Hardy & Harper, Inc., hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of Two Hundred Five Thousand Dollars and Zero Cents (\$205,000.00); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: CDBG STREET IMPROVEMENTS ON VARIOUS STREETSS, SPECIFICATION NO. CIP 21/22-04 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 ____ day of _____, 2022.

Contractor* Michael Murray
Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630
(714) 444-1851

SURETY*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ___ day of _____, 2022.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Hardy & Harper, Inc., as CONTRACTOR, a contract for the above-stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of One Hundred Two Thousand and Five Hundred Dollars and Zero Cents (\$102,500.00), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ___ day of, 2022.

Contractor* Michael Murray
Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630
(714) 444-1851

SURETY* _____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.

Subscribed and sworn to this day of....., 2022

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____

Hardy & Harper, Inc.
(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE
CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
- (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licensor.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

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

Public Contract Code § 20103.5:

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

Contractors' License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

STANDARD SPECIFICATIONS

CDBG STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 21/22-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

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

0-2 NUMBERING OF SECTIONS

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

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 TERMS AND DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

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

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

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

Workers' Compensation Insurance Certificate (two original)

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

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

The work includes, but is not necessarily limited to, the following items as shown on the plans and specified in these Special Provisions:

The City of Los Alamitos proposes to cold mill and overlay pavement with asphalt rubber hot mix (ARHM) and remove and construct sidewalk, curb, gutter, curb ramps, curb drains, and full depth asphalt concrete pavement. Additional items of work include installing detectable warning surface, signing, and striping and adjusting manhole frames and utility valves to grade. Existing private facilities will be protected in place within the limits of the project unless otherwise shown.

2-2 PERMITS

Replace first paragraph with the following:

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

2-3 RIGHT-OF-WAY

Add the following:

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

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

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

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

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

3-5 INSPECTION

Add the following:

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

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

Add the following:

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

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Add the following:

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

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

3-12.6.5 PAYMENT

Add the following:

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

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

For the purpose of this article “Acceptance of the Work” shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled. The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

Add the following subsection to Subsection 3-13:

3-13.3.4 General Guaranty

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

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

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

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

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

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

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

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

5-4.2.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

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

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly

waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

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

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

5-4.3 WORKERS' COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

5-4.3.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less

than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+VIII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

Add the following:

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

Add the following Subsection 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

Work specified in this section includes providing all materials and performing all operations to fabricate, install, modify and/or relocate Project Information Signs, and as specified in these Special Provisions.

Submit a shop drawings for all sign panels, and the Manufacturer's data for the Sign Panels.

MATERIALS

A. Project Information Signs shall be constructed per Caltrans specifications for aluminum single sheet and laminated panel signs.

B. Sign Posts shall be constructed of wood and shall conform to the provisions of section 56-2.02B, Caltrans.

C. Mounting Hardware shall be furnished by the Contractor and shall conform to the provisions of section 56-2.02D, Caltrans.

D. To properly provide for changing traffic conditions, the Contractor shall be prepared to furnish on short notice (within 48 hours) additional sign panels, posts and mounting hardware. The Contractor shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

INSTALLATION

A. For this contract, **One (1) Project Information shall be installed**, relocated or modified as directed by the City Engineer and shall conform to the provisions of sections 56-2.03, and 56-2.04, Caltrans.

B. All signs shall have breakaway features as detailed in Standard Plan RS2, "Roadside Sign Details," Caltrans.

C. Signs to be removed and/or relocated as directed by the City Engineer shall be installed at the new location on the same day said sign is removed from its previous location.

D. The location of each sign shall be as directed by the City Engineer or his designee.

Project information sign should be installed in a way to have bottom of sign at least 7 feet above the ground.

The project information signs shall be erected five (5) working days prior to the start of work.

The sign shall show the project name, funding source, and City logo. The sign shall list the names of the City Manager, City Council, Director of Development Services, and City Engineer. Contractor shall submit a mock-up to the City for review prior to manufacturing sign. The Contractor shall revise all misspellings and any other corrections on the sign at no extra cost to the City.

Upon completion of the project, City shall keep all of the Project Information Signs.

Measurement and payment for **Project Information Sign** shall be at the unit bid price per **each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of these items and no additional compensation will be allowed therefore.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

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

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

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

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

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

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

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

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

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

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 6-4.

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

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

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

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-4. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

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

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

6-10.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

6-10.3 ARBITRATION

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

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

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

6-11 NOTICE OF POTENTIAL CLAIM

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

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

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

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

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

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

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

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

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

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

Payment for Mobilization shall be included in the other items of work and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

**CITY OF LOS ALAMITOS
CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04**

BID OPENING: JANUARY 18, 2022 AT 11AM

Attachment 2

ITEM NO.	DESCRIPTION	QTY.	UNITS	Hardy & Harper, Inc.		Onyx Paving		Sequel Contractors, Inc.		R.J. Noble Company		All American Asphalt	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Traffic Control	1	LS	\$1,500.00	\$31,500.00		\$27,000.00	26,541.00	\$26,541.00	30,000.00	\$30,000.00	45,273.00	\$45,273.00
2	Project Information Sign	1	EA	1,202.00	\$1,202.00	1,000.00	\$1,000.00	600.00	\$600.00	550.00	\$550.00	1,500.00	\$1,500.00
3	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	76,000	SF	0.25	\$19,000.00	0.24	\$18,240.00	0.27	\$20,520.00	0.27	\$20,520.00	0.28	\$21,280.00
4	Construct 1.5-Inch ARHM Overlay Uniform Depth	690	TN	113.00	\$77,970.00	111.00	\$76,590.00	125.00	\$86,250.00	116.00	\$80,040.00	115.00	\$79,350.00
5	Remove and Construct 6-Inch Thick AC Pavement	50	TN	164.00	\$8,200.00	280.00	\$13,000.00	210.00	\$10,500.00	207.00	\$10,350.00	277.96	\$13,898.00
6	Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2	120	LF	71.00	\$8,520.00	77.00	\$9,240.00	58.00	\$6,960.00	130.00	\$15,600.00	55.15	\$6,618.00
7	Remove and Construct 4-Inch Thick PCC Sidewalk per SPPWC Std Plan 113-2	410	SF	10.00	\$4,100.00	15.00	\$6,150.00	12.00	\$4,920.00	12.00	\$4,920.00	20.00	\$8,200.00
8	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-6 Case A Type 1	1	EA	4,690.00	\$4,690.00	4,884.00	\$4,884.00	4,600.00	\$4,600.00	6,400.00	\$6,400.00	8,436.00	\$8,436.00
9	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-6 Case A Type 3	1	EA	4,690.00	\$4,690.00	4,884.00	\$4,884.00	4,700.00	\$4,700.00	6,400.00	\$6,400.00	8,436.00	\$8,436.00
10	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-6 Case A Type 5	1	EA	4,690.00	\$4,690.00	4,884.00	\$4,884.00	4,500.00	\$4,500.00	6,400.00	\$6,400.00	8,436.00	\$8,436.00
11	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-6 Case A Type 6	4	EA	4,690.00	\$18,760.00	4,884.00	\$19,536.00	4,600.00	\$18,400.00	6,500.00	\$26,000.00	8,436.00	\$33,744.00
12	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-6 Case B Type 2	2	EA	4,690.00	\$9,380.00	4,884.00	\$9,768.00	4,600.00	\$9,200.00	6,500.00	\$13,000.00	8,436.00	\$16,872.00
13	Signage and Striping	1	LS	9,148.00	\$9,148.00	11,888.00	\$11,888.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00	9,737.00	\$9,737.00
14	Install Loop Detectors Type E Complete per Plan	7	EA	450.00	\$3,150.00	448.00	\$3,136.00	500.00	\$3,500.00	475.00	\$3,325.00	460.00	\$3,220.00
TOTAL					\$206,000.00		\$210,000.00		\$211,191.00		\$233,506.00		\$265,000.00

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
CIP 21/22-04**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

JANUARY 2022

NOTICE TO THE BIDDERS:

1. Contract bid documents: \$15 at counter or \$25 if purchased by mail (Prepaid amount/non-refundable).
 2. Bid bond required – 10% of bid amount to be submitted with bid.
 3. Bids must be received by 11:00 a.m. on the 18th day of January 2022
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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

Willdan Engineering
2401 East Katella Avenue, Suite 300
Anaheim, Ca 92806
(714) 978-8200



Fredrick E. Wickman, P. E.
P.E. 47979

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

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TABLE OF CONTENTS
CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

NOTICE INVITING SEALED BIDS.....	A
INSTRUCTIONS TO BIDDERS	B
PROPOSAL INFORMATION AND DOCUMENTS.....	C
CONTRACT INFORMATION AND DOCUMENTS.....	D
STANDARD SPECIFICATIONS	E
SPECIAL PROVISIONS.....	F
SPECIAL PROVISIONS – SIGNING, STRIPING AND PAVEMENT MARKERS	G
FEDERAL REQUIREMENTS.....	H
STANDARD PLANS	APPENDIX – PART 1

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SECTION A

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, **3191 Katella Avenue, Los Alamitos, CA 90720** up to the hour of **11:00 a.m., on the 18th day of January, 2022**. The bids will be publicly opened and read at 11:00 a.m. on the 18th day of January, 2022f, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to cold mill and construct ARHM overlay, construct curb ramps, construct sidewalk, and construct curb and gutter on Bloomington from Farquhar Ave to Katella Ave and Howard Ave from Noel St to Lexington Dr. In addition, the project will also include signing and striping. Existing curbs and private facilities will be protected in place within the limits of the project unless otherwise shown.

Copies of the plans, specifications, and contract documents are available from the City of Los Alamitos, **3191 Katella Avenue, Los Alamitos, CA 90720** upon payment of a **\$15.00 non-refundable fee if picked up, or payment of a \$25.00 non-refundable fee if mailed**. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

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

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

**“SEALED BID FOR CDBG STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 21/22-04**

DO NOT OPEN WITH REGULAR MAIL”

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 11:00 a.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent

(10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

Bids submitted prior to bid opening shall be per appointment only. Contact Maria Enciso by email, MEnciso@cityoflosalamitos.org, to schedule an appointment.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

PRE-BID MEETING: A pre-bid meeting will be held at [time] on [date] at [address] to discuss prevailing wage and Section 3 requirements. All potential bidders are highly recommended to attend this meeting.

SECTION 3 REQUIREMENTS: This is a HUD Section 3 contract, and all bidders/proposers must commit to achieving established requirements, including benchmarks for Section 3 workers and Targeted Section 3 workers. Detailed quarterly reporting of hours worked and documentation of efforts to achieve the benchmarks will be required.

PREVAILING WAGE REQUIREMENTS: This is a federally assisted construction contract. Federal labor standards provisions outlined in the HUD-4010 form, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA), will be enforced. The applicable Federal wage decision is the one in effect ten (10) days prior to bid opening; it is online at <https://sam.gov/content/wage-determinations>. In the event of a conflict between the Federal and State wage rates, the higher of the two will prevail. The State wage rates are available online at <http://www.dir.ca.gov/DLSR/PWD/index.htm>. Lower State wage rates for work classifications not specifically included in the Federal wage decision are not acceptable.

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8 of the California Administrative Code, Section 200, et seq., to ensure compliance and complete understanding of the law regarding apprentices.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict-of-interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Agency reserves the right to reject any and all bids.

If you have any questions, please contact *Chris Kelley*, at (562) 357-5411, or Maria Enciso by email, MEnciso@cityoflosalamitos.org.

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

SECTION B

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

CDBG STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 21/22-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **25 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00 per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION C** are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant

to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A--NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the

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

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

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

BID PROPOSAL

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, and STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: Hardy & Harper, Inc.

MAILING ADDRESS: 32 Rancho Circle, Lake Forest, CA 92630

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE: _____

TITLE: Michael Murray, Vice President

DATE: January 11, 2022

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

**MINUTES OF THE SPECIAL MEETING
OF
HARDY & HARPER, INC.**

A special meeting of the directors of HARDY & HARPER, INC. was held at the principal office of the corporation, on January 4, 2021, at 11:00 a.m. pursuant to the call made by the Secretary and written notice waived by the directors by signing these minutes.

Pursuant to the provisions and bylaws, DANIEL MAAS as Chief Financial Officer and KRISTEN PAULINO, as Secretary of the Corporation, presided over the meeting.

The purpose of the meeting was to nominate and elect two Vice-Presidents of the Company.

Present at the meeting were all of the Directors of the Corporation:

DANIEL MAAS

KRISTEN S. PAULINO

TESSA MAAS

DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations Manager for the corporation with authority to sign contracts on behalf of the corporation and authorized to sign checking and bank accounts on behalf of the corporation where the corporation has established bank and checking accounts.

There being no further business it was moved second and carried that the meeting be adjourned.

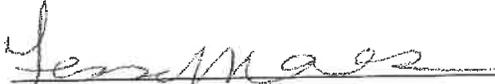
DATED: January 4, 2020 *km*



DANIEL. MAAS, Director/President



KRISTEN PAULINO, Director/Secretary



TESSA MAAS, Director

BID SCHEDULE

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E-SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

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

NAME OF BIDDER: Hardy & Harper, Inc.
CONTRACTOR'S LICENSE NO.: 215952
AUTHORIZED SIGNATURE: 
TITLE: Michael Murray, Vice President
DATE: January 11, 2022

BID SCHEDULE (Continued)

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Traffic Control	1	LS	\$ 31,500	\$ 31,500
2	Project Information Sign	1	EA	\$ 1,202	\$ 1,202
3	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	76,000	SF	\$ 0,25	\$ 19,000
4	Construct 1.5-Inch ARHM Overlay Uniform Depth	690	TN	\$ 113,00	\$ 77,970
5	Remove and Construct 6-Inch Thick AC Pavement	50	TN	\$ 164,00	\$ 8,200
6	Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2	120	LF	\$ 71,00	\$ 8,520
7	Remove and Construct 4-Inch Thick PCC Sidewalk per SPPWC Std Plan 113-2	410	SF	\$ 10,00	\$ 4,100
8	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 1	1	EA	\$ 4,690	\$ 4,690
9	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 3	1	EA	\$ 4,690	\$ 4,690
10	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 5	1	EA	\$ 4,690	\$ 4,690
11	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 6	4	EA	\$ 4,690	\$ 4,690
12	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case B Type 2	2	EA	\$ 4,690	\$ 9,380
13	Signing and Striping	1	LS	\$ 9,148	\$ 9,148
14	Install Loop Detectors Type E Complete per Plan	7	EA	\$ 450,00	\$ 3,150
Total					205,000.00

\$4,760

Bid Schedule Total \$ 205,000.00

Bid Schedule Total (in words): Two Hundred Five Thousand Dollars

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

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

For the purposes of determining the lowest responsible bidder, the Bid Schedule Total shall be considered.

Hardy & Harper, Inc.
(Company Name of Bidder)

January 11, 2022
(Date)

BID BOND

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder Hardy & Harper, Inc., as PRINCIPAL, and Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of Ten Percent of the Amount Bid dollars (\$ 10%), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 12th day of January, 2022.

PRINCIPAL* Hardy & Harper, Inc.

32 Rancho Circle, Lake Forest, CA 92630, (714) 444-1851

MICHAEL MORRAY-VICE PRESIDENT

SURETY* Fidelity and Deposit Company of Maryland

777 South Figueroa Street, Suite 3900, Los Angeles, CA 90017, (213) 270-0600

Dwight Reilly, Attorney-in-Fact, 1411 N. Batavia St., Suite 201, Orange, CA 92867, (714) 516-1232

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this _____ day of _____, 2022.

NOTARY PUBLIC _____ (SEAL)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On 1/12/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the Vice President of Hardy & Harper, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/11/22 [date], at Lake Forest [city], California [state].



Signature of Declarant

Michael Murray, Vice President
Printed Name of Declarant

BID GUARANTEE

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Los Alamitos in the amount of N/A Dollars (\$ N/A) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Los Alamitos provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER: N/A

MAILING ADDRESS: N/A

AUTHORIZED SIGNATURE: N/A

TITLE: N/A

DATE: N/A

(*Delete the inapplicable words)

BIDDER INFORMATION

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: Hardy & Harper, Inc.

Business Address: 32 Rancho Circle, Lake Forest, CA 92630

Telephone: 714-444-1851 .FAX: 714-444-2801

E-mail: mchurnock@hardyandharper.com

Contractor's License No.: 215952 Date License Issued: 3/13/1963

License Expiration Date: 12/31/2023

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

Daniel T. Maas - President - 32 Rancho Circle, Lake Forest, CA 92630 - 714-444-1851

Michael Murray - Vice President - 32 Rancho Circle, Lake Forest, CA 92630 - 714-444-1851

Tanner Hambright - Vice President - 32 Rancho Circle, Lake Forest, CA 92630 - 714-444-1851

Kristen S. Paulino - Corporate Secretary - 32 Rancho Circle, Lake Forest, CA 92630 - 714-444-1851

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

N/A

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

N/A

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No No. If yes, provide the following information. (If more than once, use separate sheets):

Date: N/A Entity: N/A

Location: N/A

Reason: N/A

Provide Status and any Supplemental Statement: N/A

Has your firm been reinstated by this entity? Yes / No N/A

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: No Federal / State: N/A

If "yes", identify and describe, (including status): N/A

Have the penalties been paid? Yes / No: N/A

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: No Codes / Laws: N/A Section / Article: N/A

If "yes", identify and describe (including status): N/A

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 11th day of January, 2022, at Lake Forest, California.

Authorized Representative Signature and Title


Michael Murray, Vice President

EXPERIENCE STATEMENT

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: Washington Street Rehabilitation Client: City of Indian Wells

Date: September 2021 Project Value: \$327,000.00 Contact: Tanya Williams Tel # 760-346-2489

Description: Cold Mill, AC Paving, Crack Fill, Utility Adjusting, Striping and Marking

Subject to Federal Labor Standards:

Yes No

Project Title: Western Ave Street Improvements Client: City of Gardena

Date: July 2021 Project Value: \$1,167,000.00 Contact: Will Mendoza Tel # 310-217-9608

Description: Cold Mill, AC Base Course, ARHM Overlay, PCC, Loops, Electrical,
Striping and Marking

Subject to Federal Labor Standards:

Yes

No

EXPERIENCE STATEMENT (Continued)

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Project Title: Pavement Rehab. on Barton Road Client: City of Loma Linda

Date: November 2021 Project Value: \$800,000.00 Contact: Jard Thaipejr Tel # 951-270-5607

Description: PCC, Cold Mill, Catch Basin, AC Paving, Surveying, Striping and Marking

Subject to Federal Labor Standards: Yes No

Project Title: Street Improvements at Various Locations Client: City of Hermosa Beach

Date: September 2021 Project Value: \$815,000.00 Contact: Romany Basilyous Tel # 310-318-0263

Description: PCC, Cold Mill, AC Paving, Utility Adjusting, Striping and Loops

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this 11th day of January, 2022 at Lake Forest, California.



Authorized Representative Signature and Title
Michael Murray, Vice President

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

**CDBG STREET IMPROVEMENTS ON VARIOUS STREETS
SPECIFICATION NO. CIP 21/22-04**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

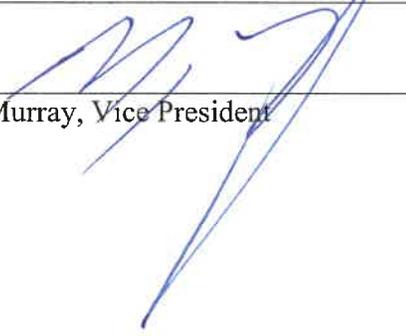
Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
Case Land Survey Orange, CA	33-016 9862	N	Survey	2.1
Superior Pavement Markings Cypress, CA	20-451 8251	N	Striping	4.5
Smithson Electric Orange, CA	33-044 7974	N	Loops	1.5
All American Asphalt Corona, CA	95-259 5043	N	Cold Mill	9.5

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: Hardy & Harper, Inc.

AUTHORIZED SIGNATURE:  Michael Murray, Vice President

Date: January 11, 2022

STATEMENT REGARDING INSURANCE COVERAGE
CDBG STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: Hardy & Harper, Inc.
MAILING ADDRESS: 32 Rancho Circle
Lake Forest, CA 92630

AUTHORIZED SIGNATURE: 
TITLE: Michael Murray, Vice President
DATE: January 11, 2022

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

CDBG STREET IMPROVEMENTS ON VARIOUS STREETSS
SPECIFICATION NO. CIP 21/22-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:**

(1)The person is particularly exempted from this chapter.

(2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

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

Public Contract Code § 20103.5:

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

Contractors License Number: 215952
License Expiration Date: 12/31/2023
Authorized Signature: 
Date: January 11, 2022

Federal Requirements

SECTION 3 REQUIREMENTS

The bidder/proposer must declare an intent to comply with Section 3 requirements, including benchmarks, in order to be a responsive bidder/proposer eligible for contract award.

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The bidders/proposers are required to complete and submit the Declaration of Intent to Comply with Section 3 Requirements certifying that they intend to comply with the Section 3 provisions as defined in Section 8.43 (Section 3 of the Housing and Urban Development Act of 1968, as amended). Further, bidders/proposers are required to comply with these requirements for the term of any contract awarded pursuant to this solicitation.

Prospective bidders/proposers should carefully review Section 3 requirements, including *Contract Notices and Section 3 Provisions for Housing and Community Development Assistance and Public Housing Assistance, as applicable*. Proposals that fail to comply with the requirements of Section 3 will be considered non-responsive and excluded from further consideration.

The Section 3 Clause and the Federal Labor Standards Provisions Form HUD-4010 shall be inserted in all contracts and subcontracts.

**DECLARATION OF INTENT TO COMPLY
WITH SECTION 3 REQUIREMENTS**
return this form with the bid proposal

As a minimum requirement for consideration of contract award, bidders/proposers shall declare their intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended. The bidder/proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

The undersigned bidder/proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award, they will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, by meeting the Section 3 benchmarks to the greatest extent feasible, and by reporting all accomplishments and providing all required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Section 3 workers: 25% or more of the total number of labor hours worked by all workers employed on a Section 3 project; and
- Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project (included as part of the 25% Section 3 worker benchmark above)

Failure to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the bidder/proposer non-responsive, and no further consideration for contract award shall be granted.

I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.

Hardy & Harper, Inc.
Name of Contractor/Subcontractor

32 Rancho Circle, Lake Forest, CA 92630
Address

Michael Murray
Print Name

Vice President
Title


Signature

January 17, 2022
Date

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following Section 3 Clause:

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

NOTICE OF SECTION 3 COMMITMENT

To: Operating Engineers / Laborers / Cement Masons
[Name of Labor Union or Workers' Representative]

Whittier, CA / Azusa, CA / Monrovia, CA
[Address]

Awarding Authority: City of Los Alamitos

Project Name and Number: CDBG Street Improvements on Various Streets / CIP 21/22-04

The undersigned currently holds a contract with City of Jurupa Valley involving Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated, to the greatest extent feasible, to give opportunities for training and employment to lower-income residents of the project area and to award contracts for work on the project to business concerns that are located in or are owned in substantial part by project-area residents.

Regarding employment opportunities for this project, the minimum number and job titles are:

Minimum Number	Job Titles
	N/A

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

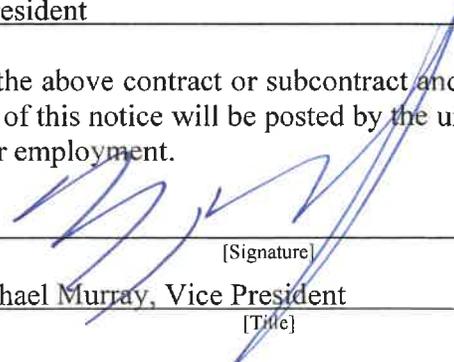
The anticipated date the work will begin is TBD

For additional information, contact: Michael Murray, Vice President

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Hardy & Harper, Inc.
[Contractor/Subcontractor]

January 17, 2022
[Date]


[Signature]
Michael Murray, Vice President
[Title]

SECTION 3 ECONOMIC OPPORTUNITY PLAN

1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor): Hardy & Harper, Inc. 32 Rancho Circle Lake Forest, CA 92630	2. Federal Identification (Contract/Award No.): CIP 21/22-04	3. Dollar Amount of Award:
	4. Contact Person: Michael Murray	5. Phone (Include Area Code): 714-444-1851
	6. Reporting Period:	7. Date Report Submitted:
8. Program Code: (Use a separate sheet for each Program Code)		
Program Codes 1. Flexible Subsidy 2. Section 202/811 3. Public/Indian Housing Development, Operation, and Modernization 4. Homeless Assistance 5. HOME 6. HOME – State Administered 7. CDBG – Entitlement 8. CDBG – State Administered 9. Other CD Programs 10. Other Housing Programs		

1. Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% of Aggregate Hires Who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:	N/A		%
Trade:			%
Trade:			%
Trade:			%
Total:			%

2. Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT
		\$
		\$
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$
Percentage of the total dollar amount to be awarded to Section 3 Business Concerns:		%

A bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.

REMEMBER: All employees of a business/firm count toward meeting your Section 3 compliance goals – Section 3 New Hires do not have to be construction workers; they just have to be a part of your permanent, full-time staff.

SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING SECTION 3 RESIDENT EMPLOYEES

- Enter into “first-source” hiring agreements with organizations representing Section 3 residents, such as Work Source or a local Workforce Investment Board. For more information, visit <http://www.calwia.org/lwia/index.cfm>.
- Sponsor a HUD-certified “Step-Up” employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training. For more information on local apprenticeship programs, you can visit the California Department of Industrial Relations’ database of local apprenticeship programs by visiting <http://www.dir.ca.gov/databases/das/ajgstart.asp>.
- Contact agencies administering HUD Youthbuild programs and request their assistance in recruiting current HUD Youthbuild program participants who are in need of permanent placement.
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as www.monster.com.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

1. EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246).

- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for Minority Participation in Each Trade</u>	<u>Goals for Female Participation in Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the Standard Metropolitan Statistical Area of Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area, specifically the County of Orange, State of California.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246)

a. As used in these specifications:

- (1) “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- (2) “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) “Employer identification number” means the Federal Social Security Number used on the Employer’s Quarterly Federal Tax Return, United States Treasury Department Form 941.
- (4) “Minority” includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or Southern American, or other Spanish culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Opportunity Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to make good faith efforts to achieve the Plan goals and timetables.

- d. The contractor shall implement the specific affirmative action standards provided in Paragraphs 3g(1) through 3g(15) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training or minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 3g(2), above.
- (6) Disseminate the contractor's equal employment opportunity (EEO) policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth, both on the side and in other areas of a contractor's work force.

- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations described in Paragraphs 3g(1) through (16), above. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 3g(1) through (16) of these specifications; provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of minority women is underutilized).
- j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 - l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 - m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.
 - n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions thereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number, and assigned social security number, race, sex, status (*e.g.*, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (*e.g.*, those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
4. SPECIFIC EEO REQUIREMENTS. For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Nonsegregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

- b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor – ESA, 200 Constitution Avenue, NW, Room C3325, Washington, DC 20210, within ten working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
 - c. Send a notice of the contractor’s commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
 - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
 - e. For contracts in excess of \$10,000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
5. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. THE AGE DISCRIMINATION ACT OF 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
8. REHABILITATION ACT OF 1973. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

To: Operating Engineers / Laborers, Cement Masons

[Name of Labor Union or Workers' Representative]

Whittier, CA / Azusa, CA / Monrovia, CA

[Address]

Awarding Authority: City of Los Alamitos

Project Name and Number: CIP 21/22-04 CDBG Street Improvements on Various Streets

The undersigned currently holds a contract with City of Jurupa Valley involving Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION; RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT; TREATMENT DURING EMPLOYMENT; RATES OF PAY OR OTHER FORMS OF COMPENSATION; SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP; AND LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246.

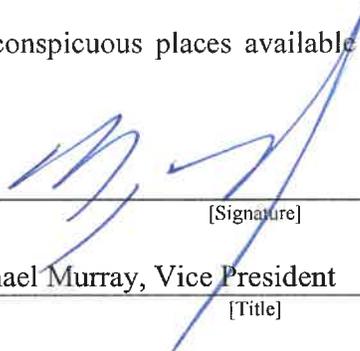
Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Hardy & Harper, Inc.

[Contractor/Subcontractor]

January 17, 2022

[Date]



[Signature]

Michael Murray, Vice President

[Title]

**CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS
OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE
AND THE FILING OF REQUIRED REPORTS**

The bidder / proposed subcontractor hereby certifies that s/he has / has not participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that s/he has / has not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: January 17, 2022 Project No.: SJ-433 Contract Award: \$ 1,907,000.00
Awarding Agency: City of San Jacinto
Contractor Name: Hardy & Harper, Inc. Total Number Employees: 102
Affiliate Company: N/A
By: _____
Title: Michael Murray, Vice President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprise.
3. Grantees are encouraged to procure goods and services from labor surplus areas.

CERTIFICATION OF NON-SEGREGATED FACILITIES
Federally Assisted Projects

The Federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

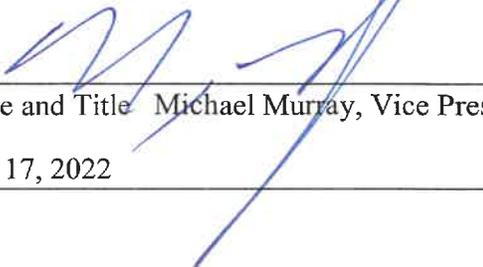
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Hardy & Harper, Inc.

Name of Contractor

32 Rancho Circle, Lake Forest, CA 92630

Address



Signature and Title Michael Murray, Vice President

January 17, 2022

Date

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

California Public Contract Code requires every bid on every public works contract of a public entity shall include a declaration under penalty of perjury under the laws of the State of California, in the following form

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the Vice President of Hardy & Harper, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 17, 2022 [date], at Lake Forest [city], California [state]."

Hardy & Harper, Inc.
Bidder Name


Signature

Michael Murray, Vice President
Printed Name and Title

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: Hardy & Harper, Inc. Date: January 17, 2022

Address: 32 Rancho Circle

State: California Zip Code: 92630 Telephone: 714-444-1851

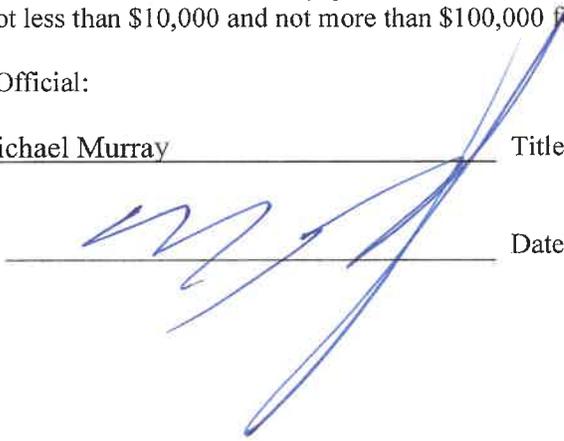
Acting on behalf of the above-named firm as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Awarding Agency:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above-named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof; and
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the above-named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
 - 3) The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
-

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Michael Murray Title: Vice President

Signature:  Date: January 17, 2022

WORKERS' COMPENSATION CERTIFICATION

I certify, by my signature below, that I am aware of the provisions of Section 3700 of the California 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 that I will comply with such provisions before commencing the performance of work on this contract.

Date: January 17, 2022 Project Number: CIP 21/22-04

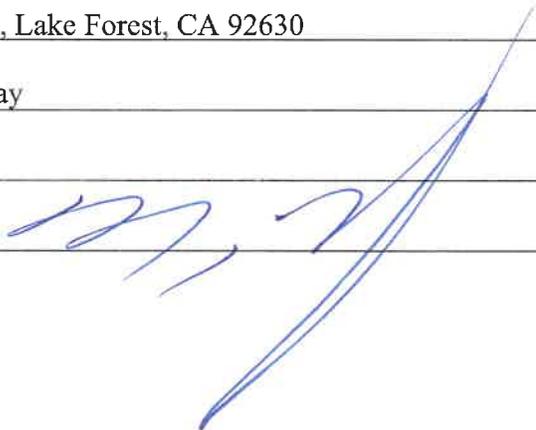
Project Name: CIP 21/22-04 CDBG Street Improvements on Various Streets

Company Name: Hardy & Harper, Inc.

Address: 32 Rancho Circle, Lake Forest, CA 92630

Print Name: Michael Murray

Title: Vice President

Signature:  _____

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in, a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part: "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96), 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

Project Name: CIP 21/22-04 CDBG Street Improvements on Various Streets

Contracting Agency: City of Los Alamitos

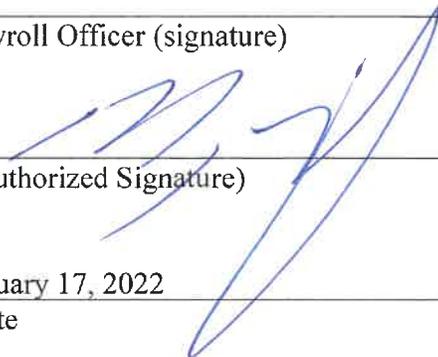
This is to certify that the principals and the authorized payroll officer, below, have read and received a copy of the Federal Labor Standard Provisions (HUD-4010) and a copy of the Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects, and that they understand the labor standards clauses pertaining to the above-listed project.

The following person is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance form that will accompany each weekly payroll report for the contractor listed below during the duration of this project:

Hardy & Harper, Inc.
Contactor Business Name

215952
License Number

Chris Icamen
Payroll Officer Name (print)


Payroll Officer (signature)

Michael Murray
Name of Person Authorized to Sign (print)

(Authorized Signature)

Vice President
Title

January 17, 2022
Date



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification(s) **A C-8 C12**

Expiration Date **12/31/2023**

www.cslna.gov





State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name

HARDY & HARPER, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000000076

Registration effective date

07/01/21

Registration expiration date

06/30/22

Mailing Address

32 Rancho Circle Lake Forest 92630 CA United Stat...

Physical Address

32 Rancho Circle Lake Forest 92630 CA United Stat...

Email Address

cicamen@hardyandharper.com

Trade Name/DBA

License Number (s)

CSLB:215952

CSLB:215952

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Registration History

Effective Date	Expiration Date
06/15/18	06/30/19
05/09/17	06/30/18
06/08/16	06/30/17
06/19/15	06/30/16
07/02/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22

Legal Entity Information

Corporation Entity Number:

C0443071

Federal Employment Identification Number:

952251022

President Name:

Daniel T Maas

Vice President Name:

MICHAEL MURRAY

Treasurer Name:

Secretary Name:

KRISTEN S PAULINO

CEO Name:

DANIEL T MAAS

Agency for Service:

Agent of Service Name:

DANIEL T MAAS

Agent of Service Mailing Address:

32 Rancho Circle Lake Forest 92630 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:

HARDY & HARPER, INC.

Insurance Carrier:

FEDERAL INSURANCE COMPANY

Policy Number:

54310019

UTILITY CONTACTS:

CENCO REFINING CO. (562) 944-6111
 ORANGE COUNTY SANITATION DIST. (714) 962-2411
 PACIFIC BELL (714) 666-5716
 ROOSMOOR/LOS ALAMITOS SEWER DIST. (562) 431-2223
 SOUTHERN CALIFORNIA EDISON CO. (562) 981-8205
 SOUTHERN CALIFORNIA GAS CO. (714) 634-3133
 GOLDEN STATE WATER COMPANY (562) 907-9200
 TIME-WARNER COMMUNICATION (714) 895-6886
 UNDERGROUND SERVICE ALERT (800) 422-4133
 VERIZON (704) 375-6719



CITY OF LOS ALAMITOS
 DEVELOPMENT SERVICES DEPARTMENT

CDBG HOWARD AVE &
 BLOOMFIELD ST
 FY 2021-2022

ABBREVIATIONS

AB	AGGREGATE BASE	MSE	MECHANICALLY STABILIZED EARTH
AC	ASPHALT CONCRETE	NIC	NOT IN CONTRACT
ANG	ANGLE	NTS	NOT TO SCALE
AP	ANGLE POINT	NW	NORTHWEST
ASPH	ASPHALT	O.C.	ON CENTER, OWNERS CONDUIT
BEG	BEGIN	OG	ORIGINAL GROUND
BW	BACK OF WALK	PCC	PORTLAND CEMENT CONCRETE/
CAB	CRUSHED AGGREGATE BASE		POINT OF COMPOUND CURVATURE
CB	CATCH BASIN	P/L	PROPERTY LINE
C/L	CENTER LINE	PROP	PROPOSED
C&G	CURB & GUTTER	PVI	POINT OF VERTICAL INFLECTION
CLR	CLEAR	RW	RECLAIMED WATER
CONST	CONSTRUCT	S	SANITARY SEWER
D/W	DRIVEWAY	SCE	SOUTHERN CALIFORNIA EDISON
ESMT	EASEMENT	SCO	SEWER CLEANOUT
EP	EDGE OF PAVEMENT	SE	SOUTHEAST
EL	ELEVATION	SF	SQUARE FOOT
EX\EXIST	EXISTING	SD	STORM DRAIN
FF	FINISHED FLOOR	SMH	SEWER MANHOLE
FO	FIBER OPTIC CABLE	STA	STATION
FS	FINISHED SURFACE	STD	STANDARD
FL	FLOW LINE	SPPWC	STANDARD PLANS FOR
H	HEIGHT		PUBLIC WORKS CONSTRUCTION
HMA	HOT MIX ASPHALT	TBD	TO BE DETERMINED
HP	HINGE POINT	TC	TOP OF CURB
INV	INVERT	TD	TOP OF DITCH
JPCP	JOINTED PLAIN	TF	TOP OF FOOTING
	CONCRETE PAVEMENT	TLP	TOP OF LEVELING PAD
L	LENGTH	TRANS	TRANSITION
LF	LINEAR FOOT	TW	TOP OF WALL
LOL	LAYOUT LINE	TYP	TYPICAL
MAX	MAXIMUM	UGU	UNDERGROUND UTILITIES
MBGR	METAL BEAM GUARD RAILING	VAR	VARIES
MIN	MINIMUM	VLT	VAULT
		W	WIDTH, WATER
		WV	WATER VALVE

AGENCIES TO BE NOTIFIED:

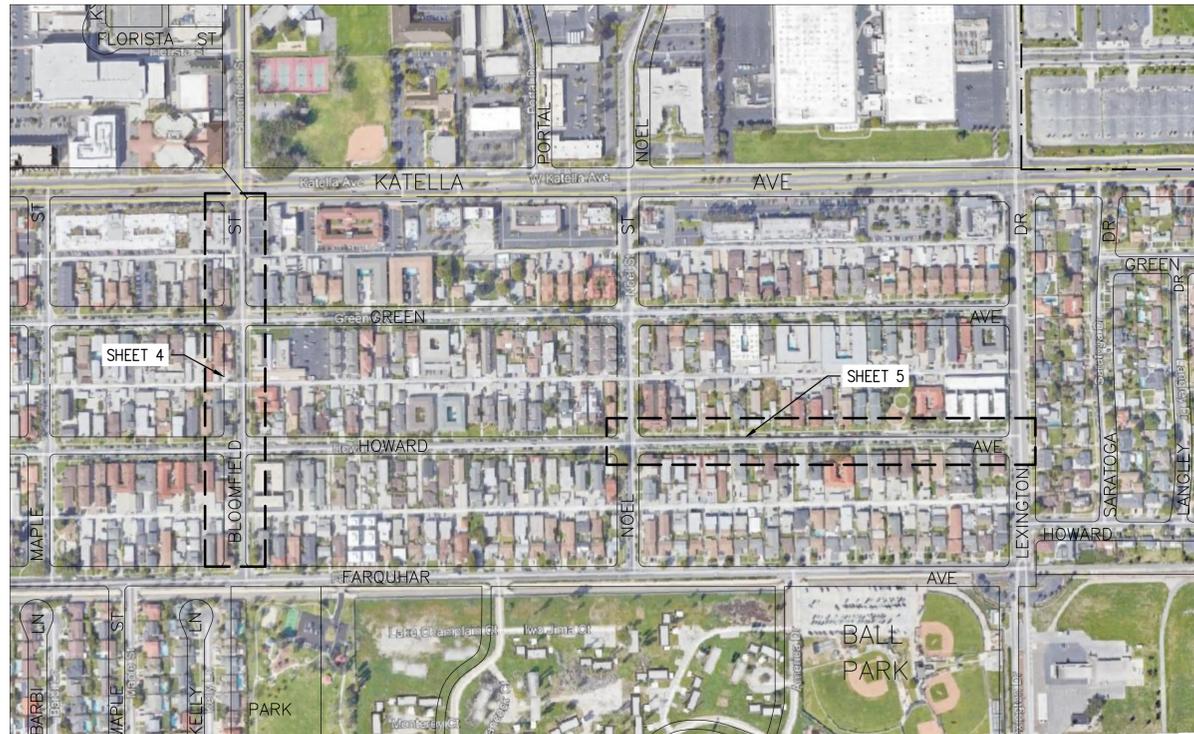
- CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100
- LOS ALAMITOS POLICE DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255
- ORANGE COUNTY FIRE DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026
- LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547
- ROSSMOOR/LOS ALAMITOS AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
- LOS ALAMITOS UNIFIED SCHOOL DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700
- OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912
- CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700
- CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383
- ROSSMOOR COMMUNITY SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR, CA 90720
(562) 431-0525

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPPWC STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
- THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
- AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.

SIGNING AND STRIPING GENERAL NOTES:

- SIGNING STRIPING, AND LOOP REPLACEMENT AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
- REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REPAINT ALL EXISTING CURB MARKING THROUGHOUT PROJECT LIMITS. CURB MARKINGS SHALL BE PAINT, TWO (2) COATS. CONTRACTOR SHALL SCRAPE SPALLED AND CHIPPED CURB MARKING PRIOR TO REPAINTING.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
- ALL SIGNS ARE EXISTING TO REMAIN, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
- PERFORM PRELIMINARY STRIPING LAYOUT PRIOR TO POSITIONING LOOP DETECTORS AND OBTAIN APPROVAL FOR EXACT LOOP DETECTOR LOCATIONS PRIOR TO FINAL PLACEMENT. INDUCTIVE DETECTOR LOOPS SHALL BE (6") DIAMETER TYPE "E" AND CENTERED IN THE LANE WITH 10' SPACING IN THE DIRECTION OF TRAVEL. LIMIT LINE LOOPS SHALL BE MODIFIED TYPE "E" BICYCLE DETECTOR LOOPS PER CALTRANS STANDARDS. PLACE LIMIT LINE LOOPS 1 FOOT BEHIND CROSSWALK OR LIMIT LINE.



VICINITY MAP

SCALE : N.T.S.

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2-3	DETAIL SHEETS
4	BLOOMFIELD STREET STREET IMPROVEMENT PLAN
5	HOWARD AVENUE STREET IMPROVEMENT PLAN

REVISIONS

REFERENCES

NUMBER	DATE	INITIALS	DESCRIPTION
			APPV'D



WILLDAN Engineering
 3401 East Katella Ave., Suite 400, Anaheim, California 92805
 714.978.8200 Fax: 714.978.8299

DRAWN BY	CL, MC, BC	DATE	12/3/2021
CHECKED BY	FW	DATE	12/3/2021
DESIGNED BY	MC	DATE	12/3/2021
APPROVED	<i>FW</i>	DATE	12/3/2021
	City Engineer		

CITY OF LOS ALAMITOS

CDBG HOWARD AVE & BLOOMFIELD ST

TITLE SHEET

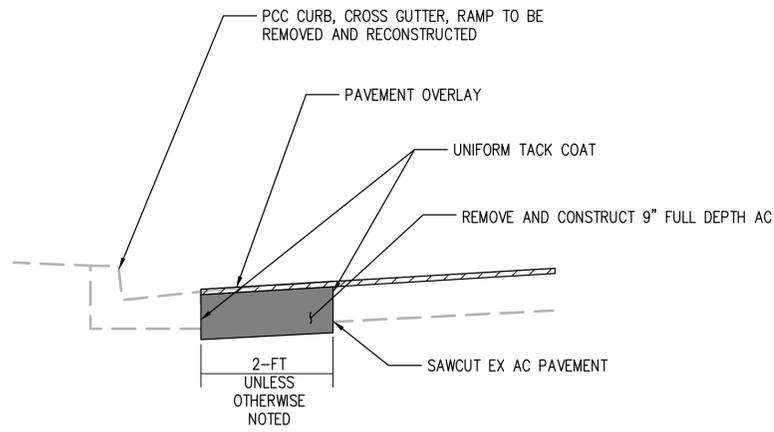
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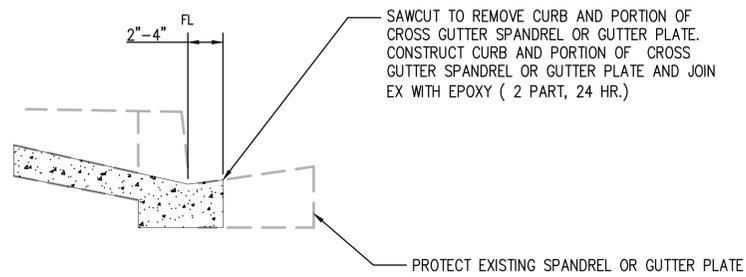
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BID SET



SLOT PAVEMENT DETAIL "A"
NTS

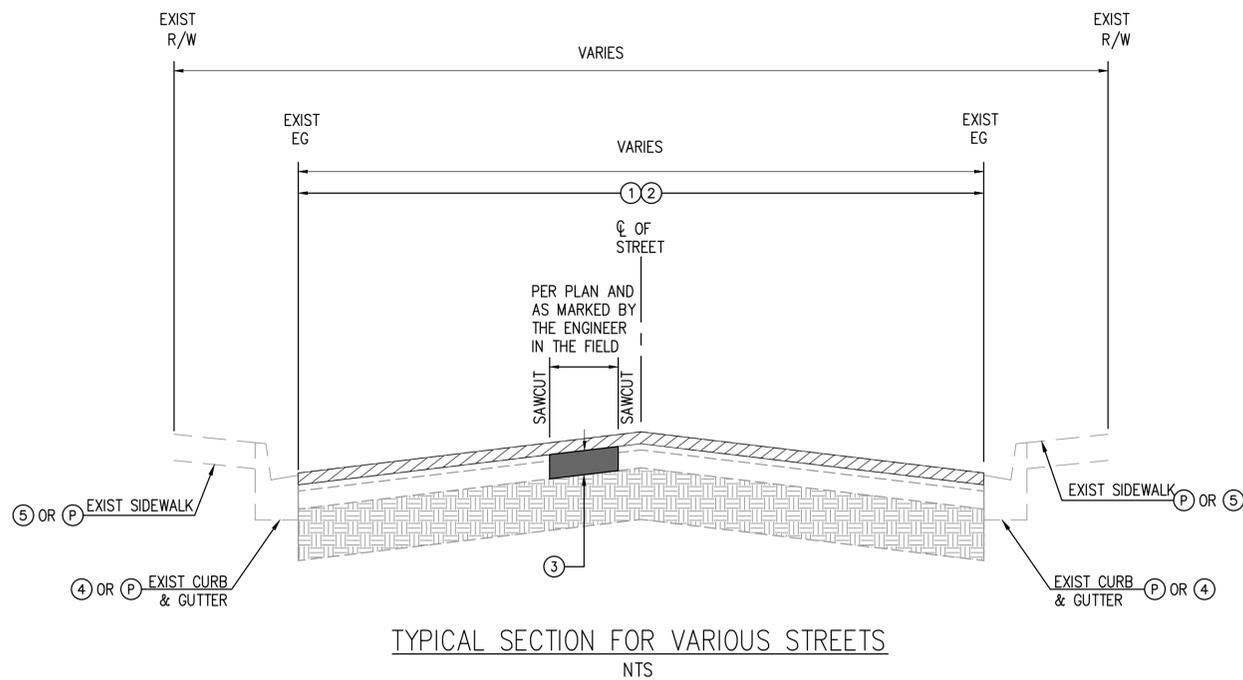


SAWCUT AT SPANDREL OR CROSS GUTTER DETAIL "B"
NTS

- CONSTRUCTION NOTES:**
- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
 - ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
 - ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
 - ④ REMOVE AND CONSTRUCT CURB AND GUTTER PER SPPWC STD PLAN 120-3. MATCH EXISTING.
 - ⑤ REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
 - ⑥ PROTECT VALVE IN PLACE
 - ⑦ PROTECT MANHOLE COVER IN PLACE
 - ⑧ ADJUST TO GRADE (ITEM AS NOTED)
 - ⑨ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS



TYPICAL SECTION FOR VARIOUS STREETS
NTS

BID SET

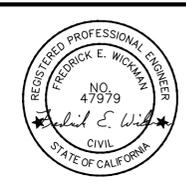
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REVISIONS			REFERENCES
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2001 East Kalmia Ave. Suite 400, Anaheim, California 92805
714.978.8200 Fax: 714.978.8299

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APPROVED	<i>CS</i> City Engineer	DATE	12/3/2021

CITY OF LOS ALAMITOS

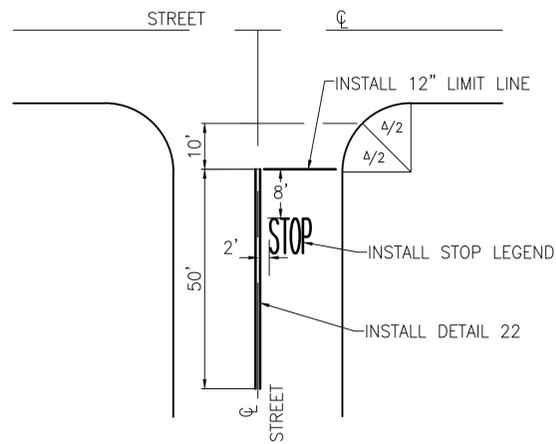
CDBG HOWARD AVE & BLOOMFIELD ST

DETAIL SHEET

INTERSECTION STRIPING DETAIL

DETAIL "A"

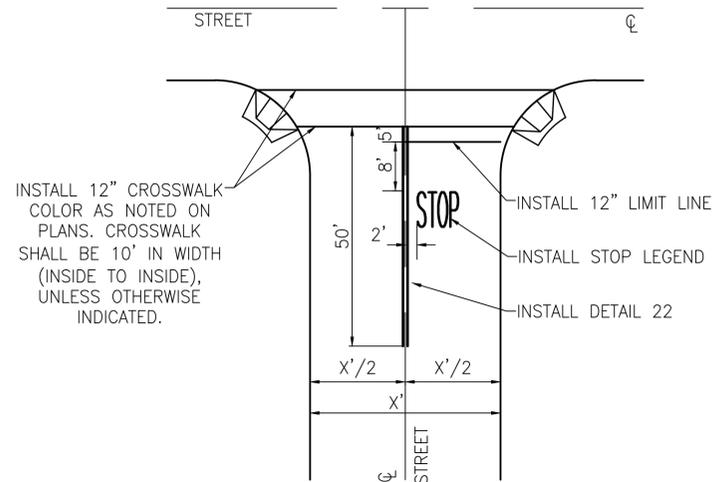
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INTERSECTION CROSSWALK DETAIL

DETAIL "B"

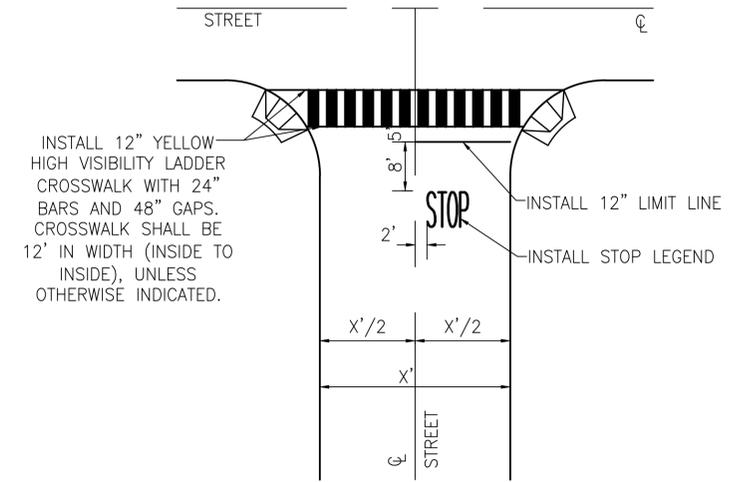
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INTERSECTION CROSSWALK DETAIL

DETAIL "C"

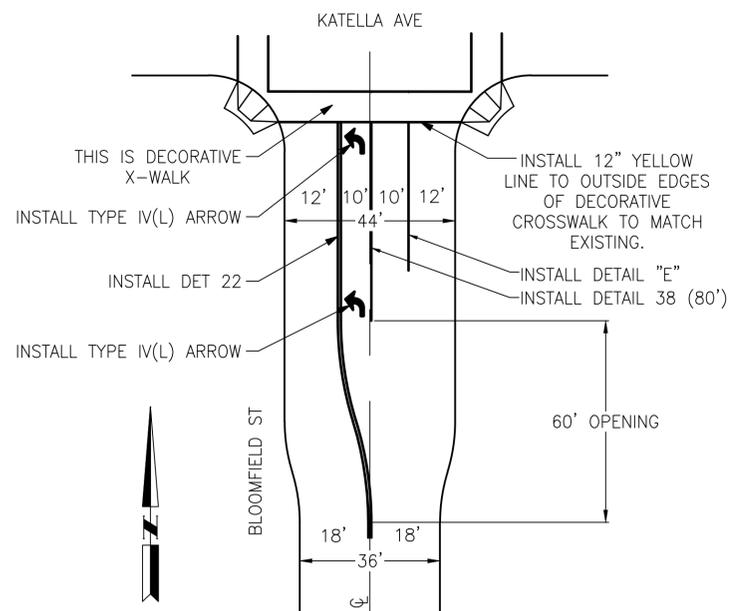
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BLOOMFIELD ST AT KATELLA AVE
STRIPING DETAIL

DETAIL "D"

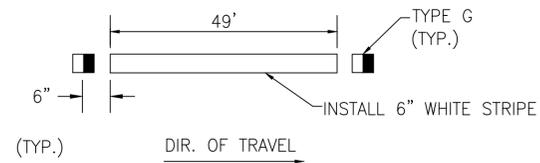
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INTERSECTION STRIPING DETAIL

DETAIL "E"

N.T.S.



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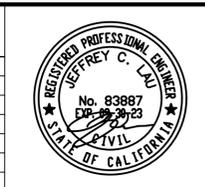
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Know what's below.
Call before you dig.

REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
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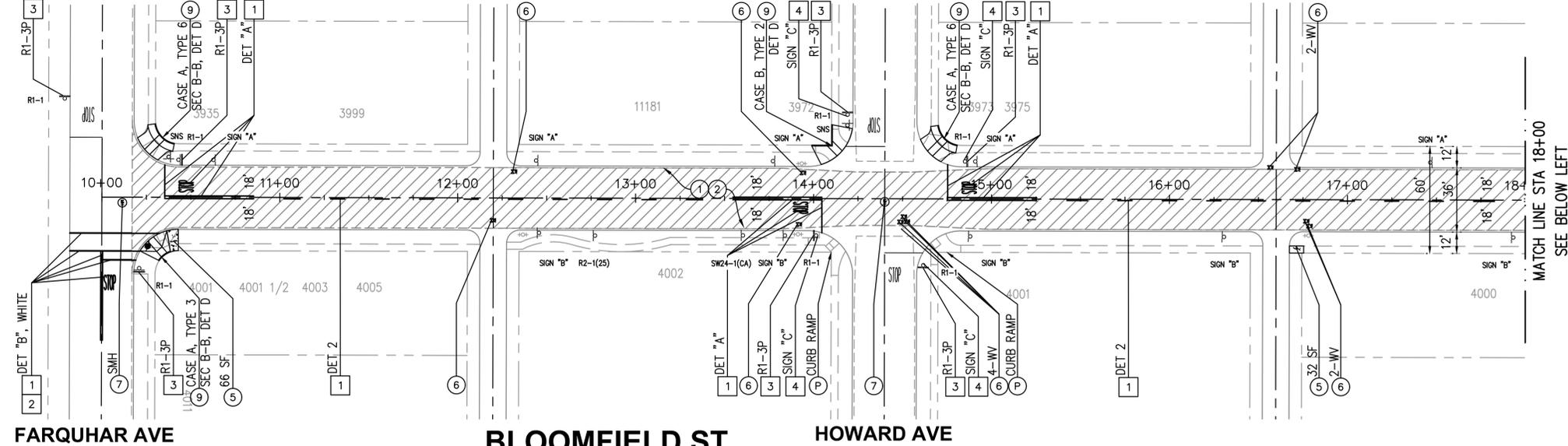
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DRAWN BY	CL, MC, BC	12/3/2021
CHECKED BY	FW	12/3/2021
DESIGNED BY	MC	12/3/2021
APPROVED		12/3/2021 Date

CITY OF LOS ALAMITOS	
CDBG HOWARD AVE & BLOOMFIELD ST	
STRIPING DETAIL SHEET	

BID SET

FARQUHAR AVE

HOWARD AVE



FARQUHAR AVE

BLOOMFIELD ST

HOWARD AVE

CONSTRUCTION NOTES

- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
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- ⑦ PROTECT MANHOLE COVER IN PLACE
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- ⑨ PROTECT IN PLACE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- PCC IMPROVEMENTS

STRIPING CONSTRUCTION NOTES:

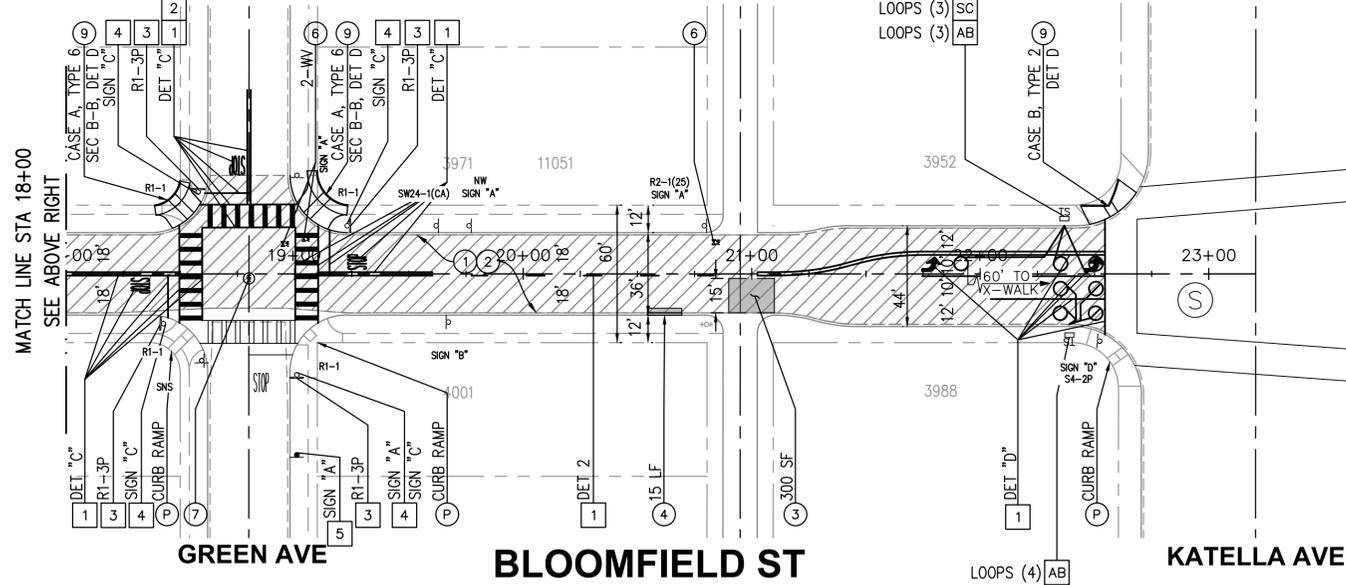
- ① INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- ② REMOVE CONFLICTING STRIPING
- ③ INSTALL SIGN(S) AS NOTED.
- ④ REMOVE SIGN(S) AS NOTED.
- ⑤ INSTALL SIGN(S) AND POST AS INDICATED.

LEGEND

- Ⓢ SIGNALIZED INTERSECTION
- TYPE E LOOP DETECTOR
- ⊗ TYPE E (MODIFIED) BICYCLE LOOP DETECTOR

GREEN AVE

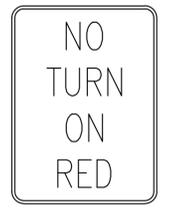
KATELLA AVE



GREEN AVE

BLOOMFIELD ST

KATELLA AVE



REVISIONS

REFERENCES

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APP'D



WILLDAN Engineering
5001 East Katella Ave. Suite 402, Anaheim, California 92805
 714.978.8200 Fax 714.978.8299

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DESIGNED BY	MC		12/3/2021
APPROVED	<i>[Signature]</i>	DATE	12/3/2021

City Engineer

CITY OF LOS ALAMITOS

CDBG HOWARD AVE & BLOOMFIELD ST
 BLOOMFIELD ST
 FARQUHAR AVE TO KATELLA AVE

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BID SET

CONSTRUCTION NOTES

- ① COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- ② CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- ③ REMOVE EXISTING AC/AB AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
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- ⑧ ADJUST TO GRADE (ITEM AS NOTED)
- Ⓟ PROTECT IN PLACE

LEGEND

-  REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
-  COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
-  PCC IMPROVEMENTS

STRIPING CONSTRUCTION NOTES:

- ① INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- ② REMOVE CONFLICTING STRIPING
- ③ INSTALL SIGN(S) AS NOTED.
- ④ REMOVE SIGN(S) AS NOTED.
- ⑥ PAINT CURB RED LENGTH AS SHOWN.

LEGEND

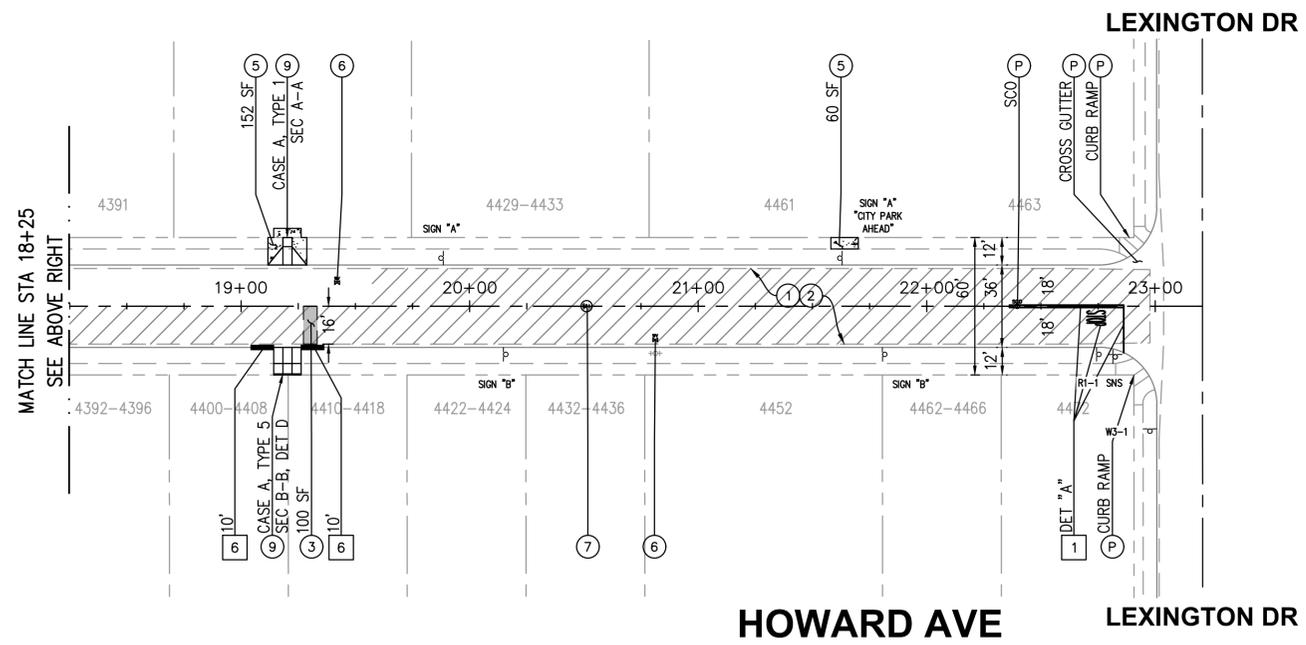
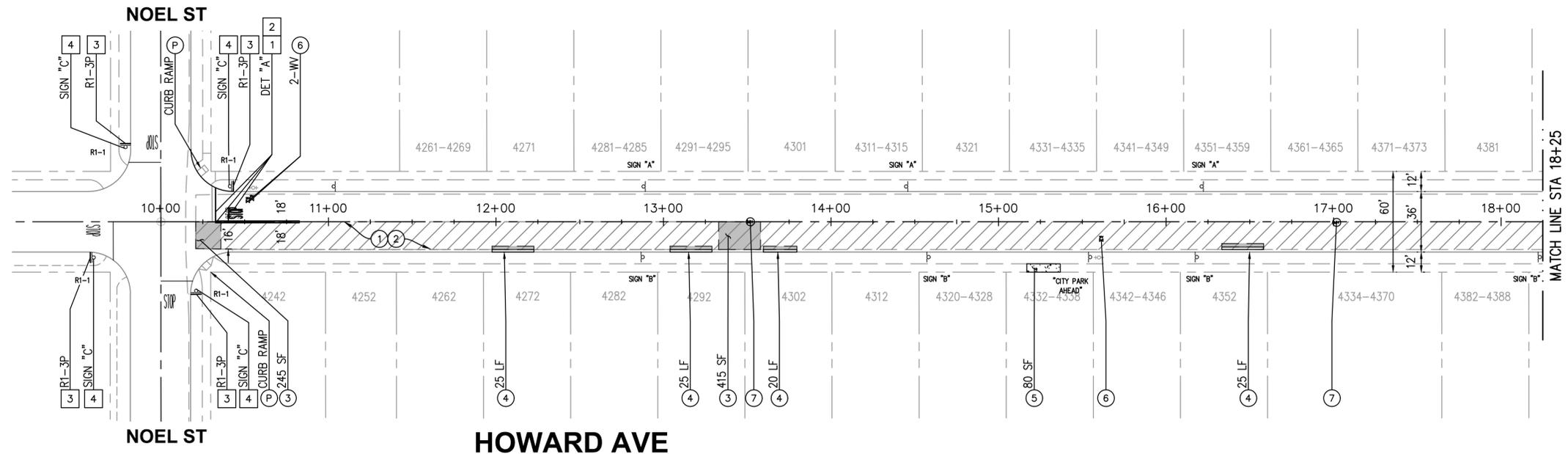
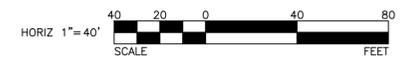
-  PROPOSED RED CURB



SIGN "A"

SIGN "B"

SIGN "C"



REVISIONS

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REFERENCES

APPV'D



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2001 East Kalmia Ave. Suite 402, Anaheim, California 92805
 714.978.8200 Fax 714.978.8299

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DESIGNED BY	MC	DATE	12/3/2021
APPROVED	<i>[Signature]</i> City Engineer	DATE	12/3/2021

CITY OF LOS ALAMITOS

CDBG HOWARD AVE & BLOOMFIELD ST
 HOWARD AVE
 NOEL ST TO LEXINGTON DR

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BID SET

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 10J

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of Plans and Specifications and Authorization to Bid for Fabrication and Installation of Storm Water Protection Connector Pipe Screen (CPS) Units Project (CIP No. 21/22-05)

SUMMARY

This report seeks approval to facilitate the solicitation of bids to begin fabrication and installation of storm water protection Connector Pipe Screen (CPS) units in the City's 118 catch basins.

RECOMMENDATION

1. Approve the plans and specification for the fabrication and installation of catch basin Connector Pipe Screen (CPS) units project (CIP No. 21/22-05) Citywide; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

In May 2021, the City submitted for the 2021 Tier 1 Project Application for Funding from Orange County Transportation Authority (OCTA). In September 2021, the City was awarded approximately \$51,524 towards the proposed installation of CPS units citywide. The City is expected to match these funds with an expenditure of at least \$12,880.

The State's new Trash Amendment will eventually require "full-capture" screening of storm water. The City of Los Alamitos wants to continue to work toward Best Management Practice (BMP) objectives by installing Connector Pipe Screens (CPS) in our storm drains. The City of Los Alamitos' Catch Basin CPS project proposes the installation of 118 Connector Pipe Screens (CPS) debris collection devices citywide. The installation of the proposed CPS units will be an instrumental benefit as a water protection device and cover a drainage area of approximately 1.87 square miles.

The City of Los Alamitos' storm drain system is directly connected to the Los Alamitos Channel which then drains into the San Gabriel River. The Connector Pipe Screens (CPS) will give the city the great opportunity to continue to reduce the transportation related pollution that enters receiving water and impacts Orange County's surface and groundwater system specifically on high-traffic streets such as Katella Avenue and Los Alamitos Boulevard.

Connector Pipe Screen (CPS) is a form of catch basin protection that primarily targets trash and debris larger than 5mm in size. The CPS is inserted into selected catch basins and mounted in front of the basin's outlet pipe using a pre-installed bracketing system. CPS are preconfigured in compliance with the basin size and outlet pipe locations. Once installed, Connector Pipe Screens retain large volumes of trash and sediment inside the catch basin instead of the debris being conveyed through the storm water system. Debris the size of cigarette butts and larger is stored inside of the catch basin and regularly removed.

The proposed project will significantly benefit the San Gabriel Watershed. The proposed Connector Pipe Screens are stainless steel and will be annually inspected and cleaned by the City's Public Works Division.

DISCUSSION

Staff seeks approval to advertise and solicit bids for the catchbasin CPS unit installation project in order to commence the project and spend the grant proceeds. The City must award a contract by June 30, 2022. Staff is working closely with OCTA to ensure all compliance requirements are met.

The following is an approximate timeline for the completion of the CPS unit installation:

- 2/28/2022 Approval of plans & specifications by the City Council
- 3/09/2022 Advertise project
- 3/30/2022 Bid opening
- 5/16/2022 Award of Contract
- 7/5/2022 Start of construction
- 7/30/2022 End of construction

FISCAL IMPACT

The original construction estimate from a contractor who performs this type of work was \$64,404. The City has been granted with \$51,524 towards this project from Orange County Transportation Authority (OCTA). The City's matching funds of 20% (\$12,880) are to be provided from the General Fund. Since the original estimate, Staff has been made aware that the project cost have increased exceptionally and that the City will receive higher bids for the project. Staff will award the bid with the same dollar figures but will notify OCTA and reduce the scope of installations as necessary. Staff will seek approval of any additional funds if required once bids are reviewed.

Submitted by: Chris Kelley, City Engineer
Reveiwed by: Ron Noda, Development Services Director
Fiscal Impact Reviewed by: Craig Kohler, Finance Director
Approved by: Chet Simmons, City Manager

Attachment: 1. CIP No. 21/22-05 Bids & Specifications

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

FEBRUARY 2022

NOTICE TO THE BIDDERS:

1. Contract bid documents: \$15 at counter or \$25 if purchased by mail (Prepaid amount/non-refundable).
2. Bid bond required – 10% of bid amount to be submitted with bid.
3. Bids must be received by 2:00 p.m. on the 30th day of March, 2022

CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

Willdan Engineering
2401 East Katella Avenue, Suite 300
Anaheim, Ca 92806
(714) 978-8200

Fredrick E. Wickman, P. E.
P.E. 47979

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

TABLE OF CONTENTS

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION

NOTICE INVITING SEALED BIDS..... A

INSTRUCTIONS TO BIDDERSB

PROPOSAL INFORMATION AND DOCUMENTS.....C

CONTRACT INFORMATION AND DOCUMENTS..... D

STANDARD SPECIFICATIONS E

SPECIAL PROVISIONS..... F

SPECIAL PROVISIONS - ATTACHMENTS..... G

SECTION A

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, **3191 Katella Avenue, Los Alamitos, CA 90720** up to the hour of 2:00 p.m., on the 30th day of March, 2022. The bids will be publicly opened and read at 2:00 p.m. on the 30th day of March, 2022, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to custom fabricate and install connector pipe screens (CPS) on each applicable catch basin city wide (Listed in Appendix B). A citywide assessment shall be completed to determine the feasibility of installation on each catch basin.

Copies of the plans, specifications, and contract documents are available from the City of Los Alamitos, **3191 Katella Avenue, Los Alamitos, CA 90720** upon payment of a **\$15.00 non-refundable fee if picked up, or payment of a \$25.00 non-refundable fee if mailed**. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

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

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

**“SEALED BID FOR THE INSTALLATION OF CATCHBASIN CPS (CONNECTOR PIPE SCREENS)
CITYWIDE
SPECIFICATION NO. CIP 21/22-05
DO NOT OPEN WITH REGULAR MAIL”**

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 2:00 p.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public

Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

The Agency reserves the right to reject any and all bids.

If you have any questions, please contact *Tom Oliver*, at (562) 431-3538 extension 303.

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

SECTION B

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE SPECIFICATION NO. CIP 21/22-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

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

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

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

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

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

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

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **60 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

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

are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Tom Oliver, City of Los Alamitos, (562)-431-3538, ext. 303

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition, he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the

performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION C** are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

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

B1.18 REJECTION OF PROPOSALS

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

B1.19 AWARD OF CONTRACT

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

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

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

B1.20 RETURN OF PROPOSAL GUARANTEES

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

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

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

SECTION C

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL INFORMATION AND DOCUMENTS

**BID PROPOSAL
BID SCHEDULE
BID BOND
BID GUARANTEE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**

BID PROPOSAL

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, and STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

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

NAME OF BIDDER: _____
CONTRACTOR’S LICENSE NO.: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
DATE: _____

BID SCHEDULE (Continued)

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Install CPS Unit on Existing Catch Basin. Model No. 62CPSHD-S or Approved Equal	44	EA	\$	\$
2	Install CPS Unit on Existing Catch Basin. Model No. 62CPSHD-L or Approved Equal	78	EA	\$	\$
Total					

Bid Schedule Total \$ _____

Bid Schedule Total (in words): _____

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

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

For the purposes of determining the lowest responsible bidder, the Bid Schedule A Total shall be considered.

(Company Name of Bidder)

(Date)

BID BOND

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of _____ dollars (\$ _____), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this __ day of _____, 2022.

PRINCIPAL*

SURETY*

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this day of....., 2022.

NOTARY PUBLIC _____

(SEAL)

BID GUARANTEE

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Los Alamitos in the amount of _____ Dollars (\$) _____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Los Alamitos provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

(*Delete the inapplicable words)

BIDDER INFORMATION

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BIDDER certifies that the following information is true and correct:

Name of Bidder:.....

Business Address:

Telephone:.....FAX:.....

E-mail:

Contractor's License No.:.....Date License Issued:

License Expiration Date:.....

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

.....
.....
.....
.....

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

.....
.....
.....
.....

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

.....
.....

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date:..... Entity:

Location:

Reason:.....

Provide Status and any Supplemental Statement:

.....
.....
.....
.....

Has your firm been reinstated by this entity? Yes / No

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: Federal / State:

If “yes”, identify and describe, (including status):.....

.....
.....
.....
.....

Have the penalties been paid? Yes / No: _____

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: Codes / Laws:..... Section / Article:.....

If "yes", identify and describe (including status):.....

.....

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2022, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative Signature and Title

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

SECTION D

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
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

CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE SPECIFICATION NO. CIP 21/22-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE, SPECIFICATION NO. CIP 21/22-05 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ___ day of Month, 20XX (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE SPECIFICATION NO. CIP 21/22-05, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

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

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all

obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Dollars (\$.....), unless specifically approved in advance and in writing by AGENCY

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

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

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

ARTICLE IV: Labor Code

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

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

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

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

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

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

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

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

ARTICLE V: Work Site Conditions

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

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

to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

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

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

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

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

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

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

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

ARTICLE VI: Insurance

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

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

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

the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

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

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

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

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

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

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a

mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: Chris Kelley	CONTRACTOR: [INSERT CONTACT]
CITY OF LOS ALAMITOS	CONTRACTOR'S BUSINESS NAME
3191 Katella Avenue	Mailing Street Address
Los Alamitos, CA 90720	City, State Zip Code

ARTICLE XIII: Entire Agreement

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

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

ARTICLE XIV: Authority to Contract

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

ARTICLE XV: General Provisions

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

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

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

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

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this Xth day of Month, 20XX (*Council Action Date Here*)

CONTRACTOR: Contractor’s Business Name

Contractor’s Sign Name, Title
Contractor’s License No. XXXXXX

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

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Mayor
City of Los Alamitos

Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Michael S. Daudt, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of [DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]Dollars (\$XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20__.

Contractor*

Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

Surety*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

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

NOTARY PUBLIC.....
..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That Contractor’s Business Name, hereinafter referred to as “CONTRACTOR” as PRINCIPAL, and , a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the “AGENCY” in the sum of [DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]Dollars (\$XXX,XXX.XX); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT, SPECIFICATION NO. CIP 21/22-05 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney’s fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ___ day of _____, 20__

Contractor* Name, Title of Signer
SURETY*.....
Contractor’s Business Name
.....
Mailing Street Address
.....
City, State, Zip Code
.....
.....

Telephone #

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

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

NOTARY PUBLIC.....(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ___ day of

....., 20__.

Contractor* Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

SURETY* _____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.

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

NOTARY PUBLIC.....
..... (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____ Contractor's Business Name .

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Paragraph 5-4 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS
CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
 - (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

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

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/21-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS

CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE SPECIFICATION NO. CIP 21/22-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

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

0-2 NUMBERING OF SECTIONS

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

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 TERMS AND DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

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

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

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

Workers' Compensation Insurance Certificate (two original)

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

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

The work includes, but is not necessarily limited to, the following items as shown on the plans and specified in these Special Provisions:

The City of Los Alamitos proposes to custom fabricate and install connector pipe screens (CPS) on each applicable catch basin city wide (Listed in Appendix B). A citywide assessment shall be completed to determine the feasibility of installation on each catch basin.

2-2 PERMITS

Replace first paragraph with the following:

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

2-3 RIGHT-OF-WAY

Add the following:

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

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

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

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

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

3-5 INSPECTION

Add the following:

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

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

Add the following:

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

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Add the following:

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

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

3-12.6.5 PAYMENT

Add the following:

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

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

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled.

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

The product warranty of 10 years for the connector pipe screens installed in catch basins for the project listed in the bid schedule. The screens will be manufactured and installed in accordance with the product drawings and specifications and the contractor agrees to repair or replace any installed product that proves defective in its workmanship or material within one year of the project acceptance date. If an installed product proves defective within ten years, then the contractor agrees to provide replacement parts at no cost.

Add the following subsection to Subsection 3-13:

3-13.3.4 General Guaranty

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

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet

those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

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

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

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

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

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

5-4.2.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

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

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

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

5.4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If

CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS' COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

5-4.3.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+VIII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

Add the following:

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

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

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

Christmas Day

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

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

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

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

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

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

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

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 6-4.

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

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

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

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-4. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

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

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

6-10.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

6-10.3 ARBITRATION

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

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

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

6-11 NOTICE OF POTENTIAL CLAIM

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

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

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

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

on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

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

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

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

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

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

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

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

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

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

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

SECTION F

STREET IMPROVEMENTS ON VARIOUS STREETS SPECIFICATION NO. CIP 21/22-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

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

SPECIAL PROVISIONS
CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

Add the Following Subsection:

304-6 Connector Pipe Screens

304-6.1 General

Connector Pipe Screens are to meet all requirements as outlined in Appendix A.

CPS Screens are to be installed per manufacturer specifications shown in Appendix C. Any substitutions shall need to be approved by engineer.

304-6.2 Payment

Payment for **Install Connector Pipe Screen (CPS) on Existing Catch Basin (Model per Bid Schedule)** shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for, but not limited to, furnishing all labor, materials, equipment, excavation, field survey, feasibility assessment, custom fabrications, tools, drilling, saw cutting, hauling, disposal, and incidentals required to complete all work in place and no additional compensation will be allowed therefor.

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

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

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

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Add the following Subsections:

600-1.1 Parking Restrictions and Posting for Tow Away

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

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

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

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

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

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

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

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

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

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

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

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

601-1.3 Measurement and Payment.

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

APPENDIX A

Collector Pipe Screen Requirements

Attachment A

Automatic Retractable Screens (ARS) Requirements

The ARS units prevent trash and debris from entering a catch basin (CB) during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers. ARS units are not allowed on catch basins (CBs) connecting to drains of less than a 4-year frequency design storm or when a sump condition exists.

The City and its contractor shall adhere to the requirements, conditions, and provisions listed below and on the Permit:

1. The City's contractor will be required to perform a field operational test on all of the CBs in which ARS units were installed, as required in the Public Works' specifications for ARS contracts (Attachment B). Any ARS units that do not open, close, and lock closed automatically under the test conditions, shall be repaired or replaced and retested. This process shall be repeated until the failed unit passes the test.
2. The exposed ends of the CB protection bar, when removed, must be drilled out to a minimum depth of 1/4 inch and refilled with neat "Sikadur 32, Hi-Mod" or Agency approved equal. When CB protection bars are removed, each ARS unit shall be fitted with a permanent, fixed horizontal, 3/4 inch diameter solid stainless steel bar located at the same distance above the flow line as the existing protection bar. Butt welding of the protection bar will not be allowed. The new protection bar shall remain fixed when the ARS unit opens and shall not protrude beyond the projected curb face. However, the protection bar replacement will be waived when both of the following conditions are met:
 - The CB curb face height is 12 inches or less.
 - The CB curb opening between the flow line and the ARS unit in the fully open position is such that a 4 inch diameter sphere cannot pass through.
3. The City shall, during storm events, patrol the locations where ARS units are installed and clear any trash lodged on the screen to allow storm flows to enter the CB.

Attachment A (cont.)

Connector Pipe Screen (CPS) Requirements

The CPS unit prevents trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the CB. CPS units are not allowed in CBs at locations where sump conditions exist.

The CPS unit shall be designed to retain all trash larger than 5 mm (0.197 inch) in the CB, and shall comply with the following items:

1. The CPS shall be sized, fabricated, and installed conforming to the configurations shown in the CPS Sizing Table 1, Appendices A-1, A-2, A-3, and A-4.
2. The CPS shall not interfere with the operation of an existing or proposed ARS.
3. The CPS unit shall have a sufficient structural integrity to withstand a lateral force of standing water (62.4 lb/ft³) within the CB area when the screen becomes 100% clogged. CPS units shall be bolted to the CB walls.
4. CPS units shall be configured with deflector plates or screens preventing trash from falling between the screen and connector pipe. The deflector plate shall be designed to withstand a vertical load of 10 lbs per square foot.
5. The gap at the bottom, sides, and joints of CPS units shall not exceed 5 mm (0.197 inch).
6. The perimeter of CPS units shall include a structural frame for stiffness, a bolting surface for fastening to the CB wall, and support for the opening referred to as the "bypass (H_b)" (see Appendix A-1).
7. All CPS parts/components must be sized to fit through the CB's manhole opening and/or CB curb opening.
8. The CPS unit may encroach into the manhole opening no more than 4 inches.
9. The CPS frame shall be fabricated from S-304 stainless steel, or an Agency approved equal stainless steel alloy. The Structural members shall have a minimum thickness of 3/16 inches.
10. The CPS screen shall be fabricated from perforated metal of Type S-304 stainless steel, or an Agency approved equal stainless steel alloy. The screen shall have a minimum thickness of fourteen (14) gauge (0.0781 inch) The geometrical opening shape shall have a diameter of 5 mm (0.197 inch).
11. The screen material used shall have at least 45% open area.
12. Any edge of the CPS that is not flush with the wall or floor of the CB shall be smooth with no prongs or jagged edges.
13. The assembly bolts, screws, nuts, and washers shall be fabricated entirely from S-316 stainless steel. The concrete anchor bolts shall use a Red Head Multi-Set II drop-in anchor, SSRM-38, with Type S-316 stainless steel threaded rods, nuts and washers, or Agency approved equal.

Attachment A (cont.)

Preliminary Measurements. The Contractor shall make detailed measurements of each CB's location, dimension, configuration, and operational condition, including the size and location of the connector pipe, for the proper fabrication of the devices. The Contractor shall submit written records of this information to the District for review and approval prior to fabrication of the CPS units. Improper fabrication of devices due to errors in the measurements shall be corrected at the Contractor's expense.

Cleaning of Existing Catch Basins. The Contractor shall furnish all materials, equipment, tools and labor to cleanout (i.e. remove and dispose of all debris from within and around) all CBs in which CPS units will be installed under this Contract to the maintenance standards specified. Cleanout shall also include the CB connector pipe openings and the first 6 feet thereof. The CB shall be clean at the time of the CPS installation. Any trash and debris that accumulates between the dates the CB is cleaned and the date the device is installed shall be removed prior to installation of the device at the Contractor's expense.

Maintenance Conditions and Maintenance Standards. Following are deficiencies in maintenance conditions and their corresponding maintenance standards which shall apply to this Contract. The cleanout of each CB shall meet the maintenance standards listed as follows:

	Description of Maintenance Condition Deficiency	Description of Maintenance Standard
1.	Trash and debris located immediately in front of curb opening or side opening of CB, and on top or between metal grates of grated CB.	No trash and debris located immediately in front of CB opening, and on top or between metal grates.
2.	Vegetation growing across and/or blocking the basin opening.	No vegetation blocking CB opening.
3.	Trash and debris in the CB.	No trash and debris within the CB.
4.	Trash and debris in the connector pipe opening, upstream or downstream.	No trash and debris in connector pipe opening and/or in the connector pipe for a distance of 6 feet from the opening.

Attachment A (cont.)

Trash and debris shall include, but is not limited to, mud, vegetation, and garbage.

Upon completion of a cleanout operation at a CB and before leaving it, the Contractor shall sweep the top surface of the CB and the area 2 feet around the CB, and shall remove any trash and debris resulting from the cleanout operations. No debris is to be left at a CB for future pick-up.

Method of Removal. All trash and debris required to be removed from the CBs shall be removed in a manner to be determined by the Contractor. The Contractor shall not allow any trash or debris to enter the connector pipe or main line as a result of the cleanout operations.

Debris Disposal. All trash and debris removed under this Contract shall become the property of the Contractor and shall be legally disposed of away from the CB sites. The Contractor is responsible for proper disposal of the trash and debris, including obtaining approvals from all jurisdictional agencies, as applicable. The contractor shall be responsible for contacting and coordinating with LA County Animal Care and Control for pickup and disposal of dead animals. However, the Contractor shall be responsible for removing any dead animal from inside a CB. A list of local Animal Care and Control offices may be obtained at:

http://animalcare.lacounty.gov/wps/portal/acc/aboutus/care_centers.

Staff Gauge. The contractor shall paint a staff gauge per Appendix A-4. The staff gauge shall be located such that it is visible through the CB curb opening or grating.

Attachment B

Field Testing of ARS Units

Onsite Test. Each unit shall be manually operated upon completion of the installation to ensure that the screen and all moving parts move freely and the screen locks securely in the closed position. Units that are determined by Public Works to be malfunctioning shall be repaired or replaced at the sole expense of the Contractor.

All of the CBs in which ARS units were installed will be tested using water supplied from a fire hydrant or water truck. The Contractor shall be responsible for providing the source of water, including written approval from the water agency if a hydrant is used. Sufficient water shall be provided to cause the ARS units to open with no other assistance as follows:

Flowing Water Test

1. Sandbags shall be placed around the CB's curb opening to allow the water to pond in front of the CB to a depth of 3 inches, measured from the flow line of the CB curb opening local depression. The sandbags shall be located 5 feet upstream and downstream of the end of the local depression. Sandbags shall also be placed 7 feet from and parallel to the CB curb face.
2. An impermeable rigid membrane/barrier shall be placed covering the CB curb opening to allow the water to pond in front of the CB. The membrane/barrier shall be capable of sealing the CB curb opening without leakage so that the water ponds to the depth required.
3. Once the water reaches the depth described herein, the impermeable membrane shall be removed in one quick and continuous motion to allow the ponded water to instantaneously enter the CB and cause the ARS unit to open. A continuous flow of water shall be provided for at least two minutes after the initial opening of the ARS unit in sufficient quantity to maintain the device open. At the end of the two minutes, the flow of the water shall be stopped and the device shall fully close automatically prior to or immediately after the flow into the CB stops.
4. This process shall be successfully completed at least two consecutive times without adjustments and/or calibration between trials.
5. Any ARS unit that do not open, close, and lock closed automatically under the test conditions, described herein, shall be repaired or replaced at the sole expense of the Contractor and retested. This process shall be repeated until the failed device passes the test at the sole expense of the Contractor.

Attachment C

General Requirements

1. A minimum of five (5) working days Notice to the District's designated representative prior to Preconstruction Meeting. A Preconstruction meeting is required before commencement of the Work authorized under this Permit.
2. The Permittee shall provide a Construction Schedule to District's field representative before starting work on this Permit. The schedule shall indicate the CBs that the Permittee will complete each week, identified by the assigned Identification Number listed in the attached "LOS ANGELES COUNTY FLOOD CONTROL DISTRICT CATCH BASIN IDENTIFICATION LIST". Also, Permittee shall submit to the District's designated representative a paper copy of the updated Construction Schedule on the first working day of each month.
3. County will be administering the CB Cleanout contracts within the City that may take place concurrent with City's Project. Work on District's CBs, under County Contract, shall have priority and/or testing be completed without interruption.
4. Permittee shall coordinate with the District's designated representative to schedule inspection for selected CBs. The District designated representative will select the CBs to be inspected and/or tested.
5. Permittee shall be responsible for enforcing Section 7-10 PUBLIC CONVENIENCE AND SAFETY of the GREENBOOK, (e.g. Traffic and Access, Safety, Confined Spaces etc.). The inspection provided by the District shall not be construed as a Safety Inspection.
6. Upon Completion of the installations and testing, Permittee shall produce Inspection Records for each CB.
7. Any damage resulting from the Permittee's operations shall be restored and/or repaired at Permittee's expense and to the satisfaction of the District's field representative.
8. When removing and reinstalling the CB manhole covers, the Permittee shall grease all CB manhole cover screws with a high temperature thread lubricant and seal grease (Jet-Cube by Koper-Kote or equal). Unusable, damaged, and/or missing screws or bolts shall be replaced with new ones meeting the requirements specified in applicable Standard Plans as directed by the District's field representative. If the CB manhole cover screws are frozen (e.g. rusted in place), the Contractor shall remove the frozen cover screws. If during their removal the manhole covers or screws should become damaged, it shall be the Contractor's responsibility to replace them in accordance with the applicable standard plan and to re-drill and tap new holes, if necessary.
9. Permittee shall be responsible for collecting the retaining trash and debris within the street by street sweeping and other equipment.

Attachment C (cont.)

- 10.** Permittee shall furnish eight (8) copies of a Technical Manual for ARS and CPS Units and eight (8) electronic copies on CD-Rom in Portable Document Format (PDF). The Technical Manual shall be submitted prior to field acceptance of the permitted work. Each manual shall, at minimum, include the following:

 - a.** Title Sheet.
 - b.** Table of Contents.
 - c.** Manufacturer, supplier, spare parts, and servicing location information including name, address, phone number of the manufacturer and local representative.
 - d.** Recommended installation, adjustment, calibration and troubleshooting procedures.
 - e.** Lubrication recommended if applicable.
 - f.** Recommended preventive maintenance and maintenance procedure.
 - g.** Complete parts list, by generic title and identification number, with isometric views and schematics of each assembly.
 - h.** Recommended spare parts list and list of special tools and equipment required for O&M.
 - i.** Disassembly, overhaul, reassembly, and realignment instructions.
 - j.** A discussion of the warranty and how to obtain warranty service.
- 11.** ARS and CPS units shall be covered by a three (3) year manufacturer's warranty starting on the date of acceptance of the work authorized under this Permit by the District. The warranty shall cover the units against corrosion, excessive wearing of moving parts, and operational malfunction. The manufacturer shall provide, at no cost to the District, all labor, material, and equipment required to repair or replace the units during the warranty period, including but not limited to calibration and adjustment of moving parts to ensure the units operate properly.
- 12.** Detailed shop drawings for the ARS and CPS units shall be submitted to the District. No ARS and/or CPS unit fabrication shall start until the shop drawings are approved by the District. The Shop Drawings must clearly describe the details and mechanical operation of the ARS and CPS Units, and, at a minimum, must contain:

Attachment C (cont.)

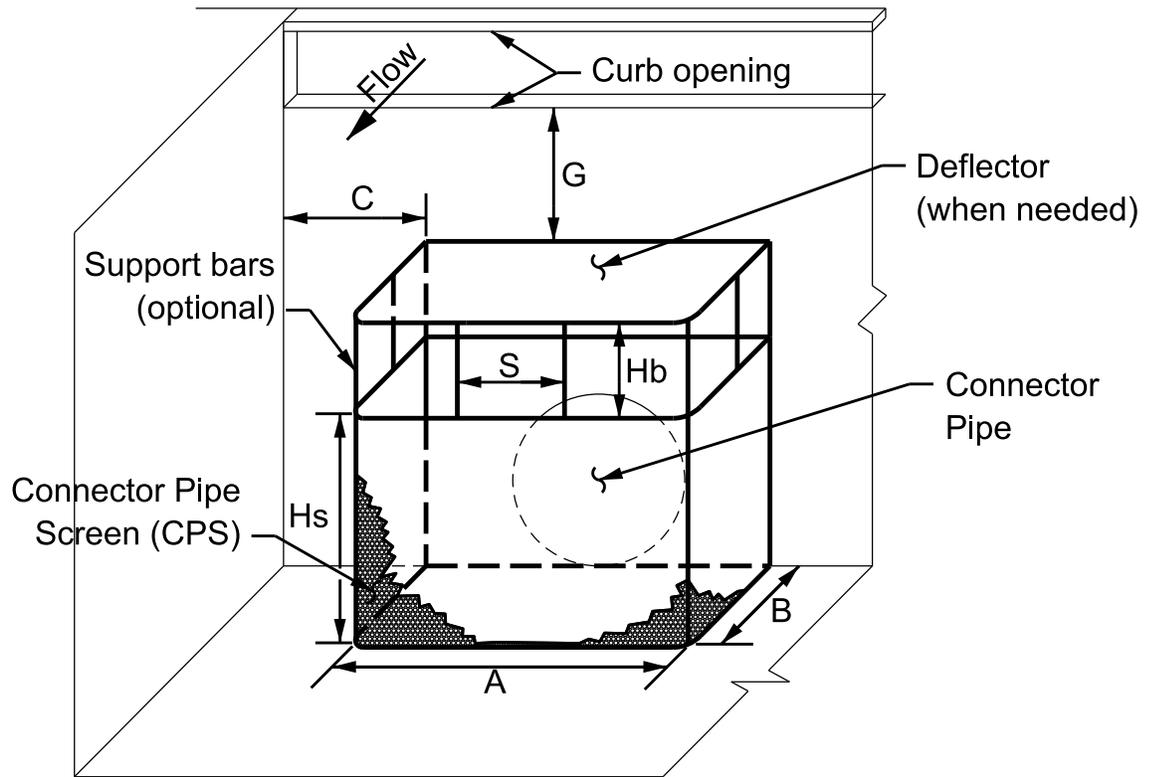
- a. Drawings descriptions and details of the units.
 - b. Materials used.
 - c. Connection details.
 - d. Assembly details.
 - e. Mounting details.
 - f. Dimensions of all parts.
 - g. Any other information needed to manufacture, install, and use the units.
 - h. Correct title of the City Project.
 - i. Names of the City and Permit Number(s).
- 13.** Upon completion of the contract, the City must submit an as-built spreadsheet for each permit, containing the following data:
- a. County approved ARS and/or CPS manufacturer name and contact information.
 - b. ARS and/or CPS name and model.
 - c. For each CB:
 - i. County CB No.
 - ii. County Drain Name.
 - iii. Street Name.
 - iv. Nearest cross street.
 - v. Northing and Easting coordinates.
 - vi. CB type (SPPWC Std. Plan No.).
 - vii. W dimension.
 - viii. Number of grates.
 - ix. V dimension.
 - x. Curb face height "X".
 - xi. Listing of ARS units installed and/or not installed.
 - xii. Listing of CPS units installed and/or not installed.

ATTACHMENT C (cont.)

- 14.** No ARS or CPS units shall be installed in a CB located in a sump. Where a CB is found to be in a sump, in a cul-de-sac, or with flow entering the basin from two opposing directions, the CB must be removed from the project.

- 15.** ARS and CPS units must be regularly inspected and serviced. Additionally, to ensure the effectiveness of CPS units, CBs must be cleaned when the trash/debris level is at the 40% mark, as shown on Appendix A-4: Staff Gauge and as stenciled on the CB wall.

APPENDIX A-1: CPS CONFIGURATION



CATCH BASIN INTERIOR VIEW
(Not to scale)

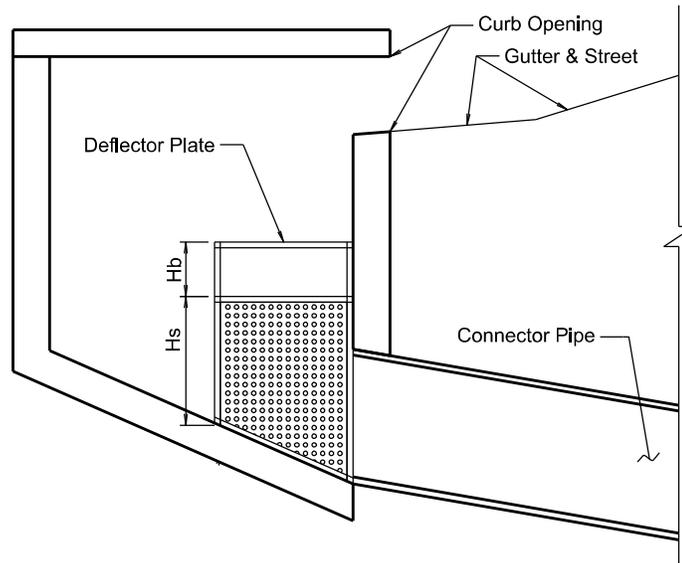
CPS Length	$L = A + 2B$
CPS Height	H_s
Bypass Height	H_b
Minimum Wall Clearance	$C \geq 4"$
Minimum Bar Spacing	$S \geq 6"$
Minimum Interior Spacing	$B \geq 10"$
Minimum Distance from Street Flow Line	$G \geq 4"$

NOTES

1. The CPS shown above is for illustrative purposes only. The catch basin connector pipe location and the shape and design of the CPS may significantly deviate from the above example.
2. For grated catch basins, "G" shall be measured from the bottom of the grate to the top of the deflector plate.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

APPENDIX A-2: CATCH BASIN



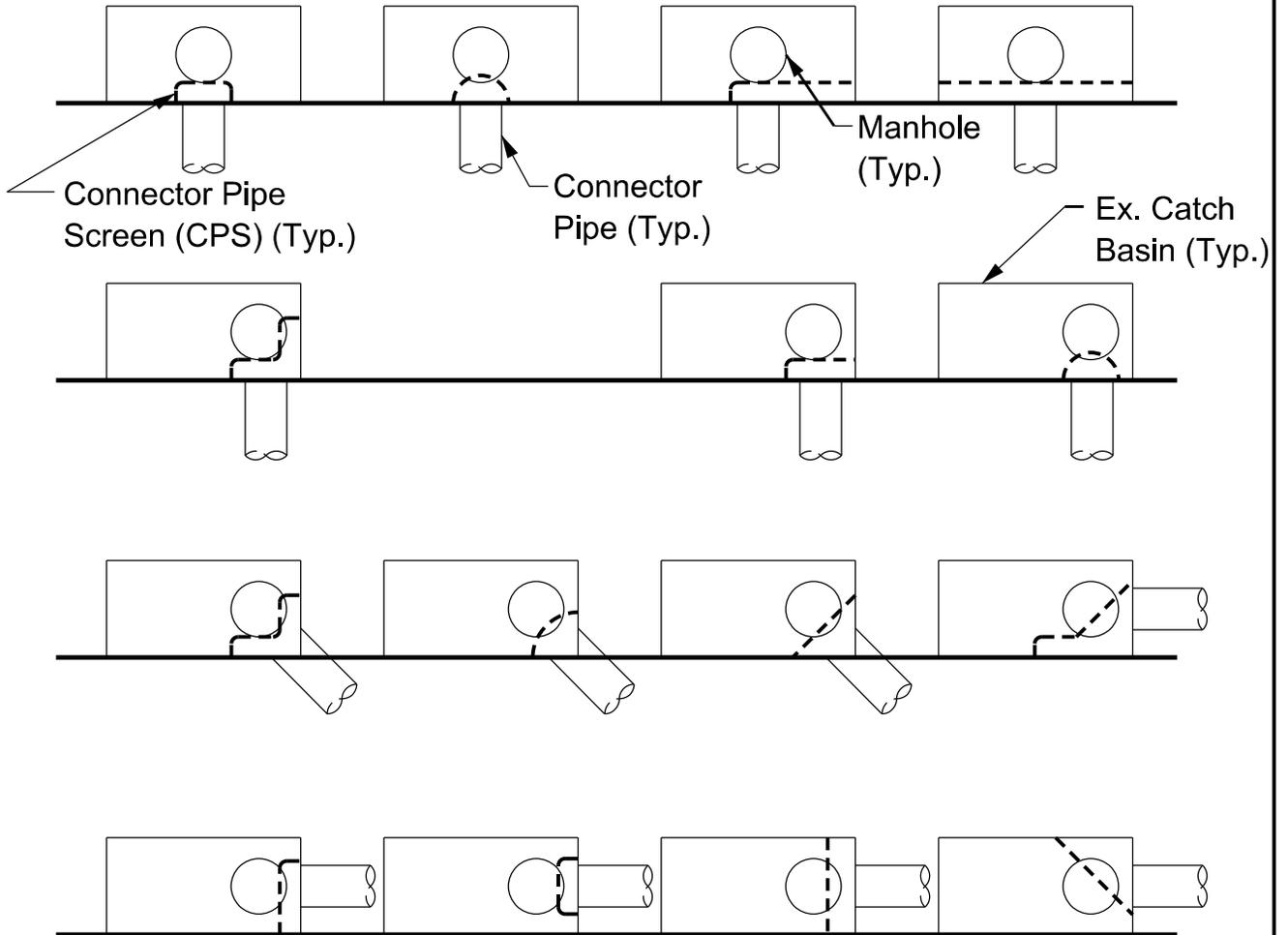
ELEVATION VIEW
NTS

NOTES

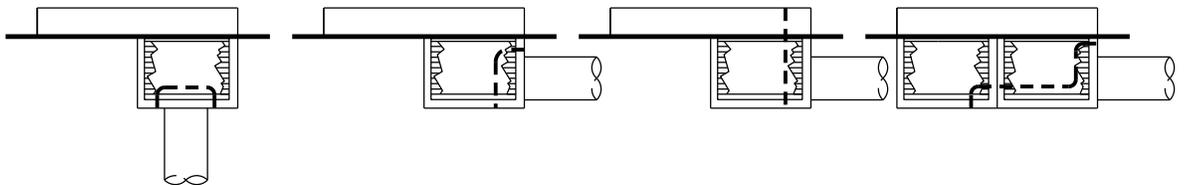
1. The CPS shown above is for illustrative purposes only.
2. CPS shall be flush with catch basin walls and invert. Contractor to verify dimensions prior to fabrication.

APPENDIX A-3: EXAMPLE CPS LAYOUTS

CURB OPENING CATCH BASINS (TYPES 300, 306)

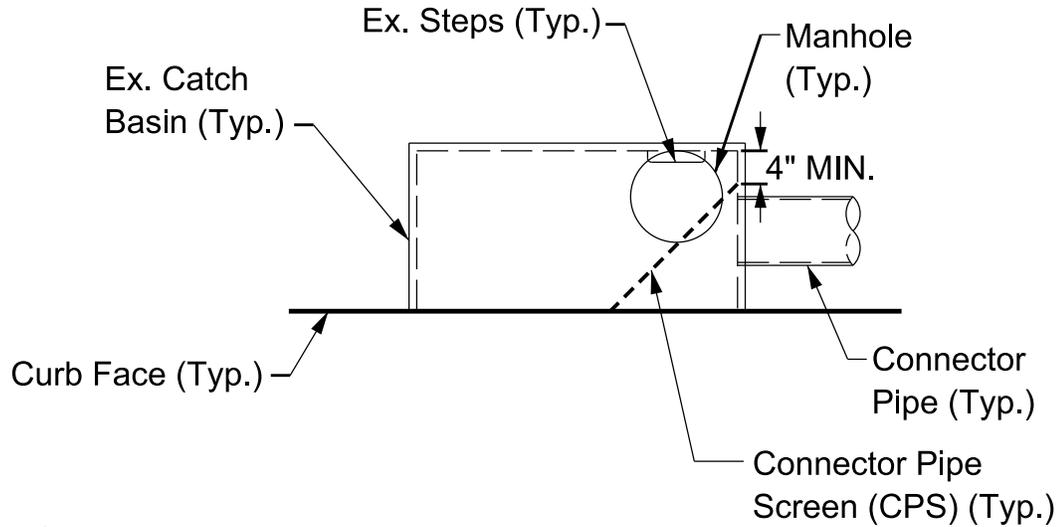


CURB OPENING CATCH BASINS WITH GRATES (TYPES 301, 302)



APPENDIX A-3: EXAMPLE CPS LAYOUTS (CONT.)

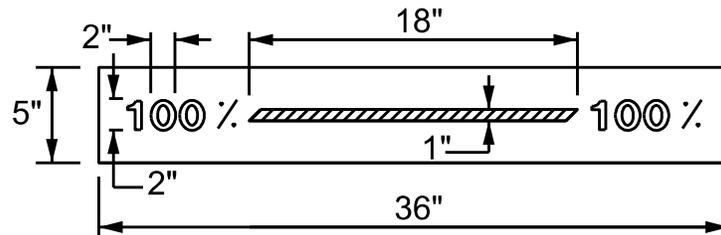
CURB OPENING CATCH BASINS (TYPES 300)



NOTES:

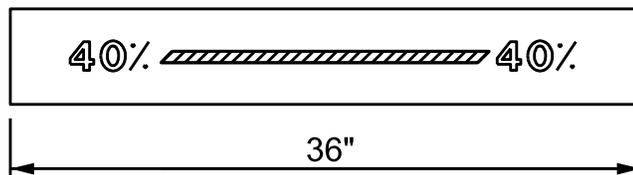
1. The CPS configurations shown above are for illustrative purposes only. This is not a comprehensive list.
2. The CPS unit may encroach into the manhole opening no more than 4 inches.

APPENDIX A-4: STAFF GAUGE



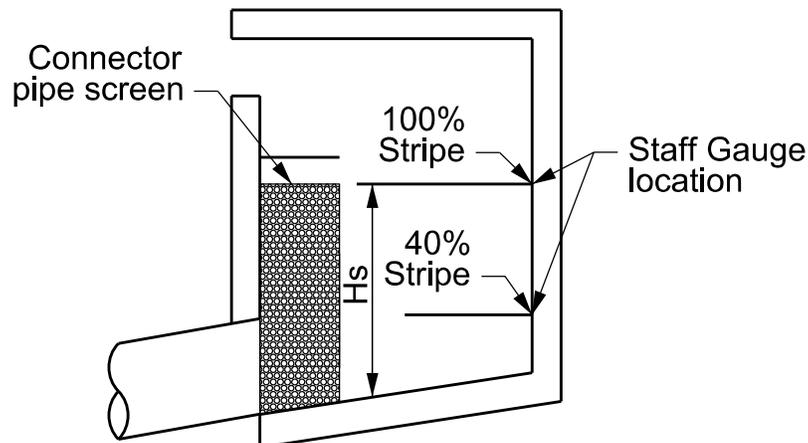
100% STRIPE

(Red Stripe and Numbers on White Background)



40% STRIPE

(Red Stripe and Numbers on White Background)



EXAMPLE LAYOUT

"THE PAINT TYPE AND SPECIFICATIONS MUST BE SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL PRIOR TO USE."

1. The Contractor shall paint a staff gauge as shown on an externally visible interior wall of each catch basin.
2. The Contractor shall paint red stripes and numbers on white background labeling 40% and 100% screen height (Hs) as shown above.
3. Surfaces must be clean, dry and free from all contaminants including rust that may impair adhesion.

APPENDIX B - CPS SIZING TABLE

Revised 5/4/2016

TABLE 1

CPS SIZING TABLE FOR NON-SUMP CONDITIONS

Catch Basin Type	* V-depth (ft)	CB Width (ft)	No. Grates	** Bypass Height H _b (in)	**Screen Height H _s (in)	**Screen Length L (ft)	**G (in)
300	2.5 (30 inch)	3.5	-	8	8	3.0	4
		7				4.0	
		10				6.0	
		14				7.0	
	2.67 (32 inch)	3.5	-	8	10	3.0	4
		7				4.0	
		10				6.0	
		14				7.0	
	2.83 (34 inch)	3.5	-	8	12	3.0	4
		7				4.0	
		10				6.0	
		14				6.0	
		21				7.0	
	3.0	3.5	-	8	12	3.0	6
		7				4.0	
		10				6.0	
		14		8	14	6.0	4
		21				7.0	
		28				8.0	
	3.5	3.5	-	8	18	3.0	6
		7				4.0	
		10				6.0	
		14		10	16	6.0	
		21				7.0	
		28				8.0	
	4.0	3.5	-	12	20	3.0	6
		7				4.0	
		10				6.0	
14		6.0					
21		7.0					
28		8.0					
4.5 or greater	3.5	-	12	24	3.0	≥ 8	
	7				4.0		
	10				6.0		
	14				6.0		
	21				7.0		
	28				8.0		

* CB's with V-depth values less than given above, the CB must be removed from the project.

** H_b, H_s, L, and G values given above are minimum values.

APPENDIX B - CPS SIZING TABLE

Revised 5/4/2016

TABLE 1

CPS SIZING TABLE FOR NON-SUMP CONDITIONS

Catch Basin Type	* V-depth (ft)	CB Width (ft)	No. Grates	** Bypass Height H _b (in)	**Screen Height H _s (in)	**Screen Length L (ft)	**G (in)
301	3.0 (36 inch)	7	1	8	10	4.0	10
		10	2			5.0	
		14	1			4.0	
		14	2			5.0	
	3.5	7	1	10	12	4.0	12
		10	2			5.0	
		14	1			4.0	
		14	2			5.0	
	4.0	7	1	12	15	4.0	13
		10	2			5.0	
		14	1			4.0	
		14	2			5.0	
	4.5 or greater	7	1	12	18	4.0	≥ 16
		10	2			5.0	
		14	1			4.0	
		14	2			5.0	
302	3.0 (36 inch)	-	1	9	9	2.5	10
		-	2			4.0	
		-	3			5.0	
	3.5	-	1	10	12	2.5	12
		-	2			4.0	
		-	3			5.0	
	4.0 or greater	-	1	10	18	2.5	≥ 12
		-	2			4.0	
		-	3			5.0	
303	3.0 (36 inch)	-	1	9	9	2.5	10
		-	2			4.0	
		-	3			5.0	
	3.5	-	1	10	12	2.5	12
		-	2			4.0	
		-	3			5.0	
	4.0	-	1	12	16	2.5	12
		-	2			4.0	
		-	3			5.0	
	4.5 or greater	-	1	12	22	2.5	≥ 12
		-	2			4.0	
		-	3			5.0	

* CB's with V-depth values less than given above, the CB must be removed from the project.

** H_b, H_s, L, and G values given above are minimum values.

APPENDIX B
List of Catch Basins

COUNT	STORM DRAIN TAG	LENGTH (FT)	“W”	CURB HEIGHT (IN)
1	1-101		3.6	10
2	1-104		3.6	9
3		Jan-85	3.6	8
4	1-85A		4	8
5		Jan-91	3.9	8
6		Jan-92	4	6
7		Jan-94	3.9	7
8		Jan-95	3.9	7
9		Jan-96	3.9	7
10		Jan-98	3.9	8
11	2-III A off ramp		3.6	5
12	2-114		4	9
13	2-51A		3.8	7
14		Feb-55	3.6	6
15		Feb-56	3.6	7
16		Feb-57	3.6	8
17		Feb-59	3.6	8
18		Feb-60	3.6	8
19		Feb-61	3.8	9
20		Feb-62	3.8	8
21		Feb-63	3.6	8
22		Feb-67	3.8	8
23		Feb-76	3.6	8
24		Feb-78	3.6	7
25	3-125		3.6	10
26		Mar-33	3.8	6
27	3-34A		3.8	8
28		Mar-35	3.8	8
29		Mar-41	3.8	8
30		Mar-48	3.9	9
31		Mar-49	3.9	8
32		Mar-86	3.6	8
33		12-Apr	3.8	6
34		8-Apr	5	8
35		16-May	4	3.6 (3 sides)
36	1-100		6.8	8
37		4-Jan	6	6

COUNT	STORM DRAIN TAG	LENGTH (FT) "W"	CURB HEIGHT (IN)
38	Jan-80	6	8
39	2-106	6.4	9
40	2-108	6.8	10
41	2-112	7	8
42	2-113 K& CC Dr sc	7	9
43	Feb-64	7	7
44	Feb-65	7	7
45	20-Mar	7	2
46	Mar-38	7	9
47	Mar-40	7	9
48	Mar-68	6	7
49	Mar-69	6	7
50	Mar-70	7	7
51	3-70.2	7	7
52	Mar-83	7	11
53	10-Apr	7	7
54	11-Apr	7	6
55	7-Apr	5.6	7
56	4-7A	6.4	8
57	17-May	7	6
58	31-May	7	10
59	May-32	7	11
60	2-Jun	7	6
61	Jan-79	7.1	9
62	Jan-81	7.2	8
63	Jan-82	7.1	9
64	Jan-97	7.1	9
65	Jan-99	7.1	1
66	Feb-52	10	9
67	3.34	7.5	6
68	Mar-36	7.4	9
69	3.37	7.4	9
70	Mar-39	7.4	9
71	Mar-43	7.6	8
72	3-44A	9.5	9
73	Mar-50	7.2	8
74	21-Apr	10	8
75	24-Apr	10	8

SECTION G
STANDARD SPECIFICATIONS

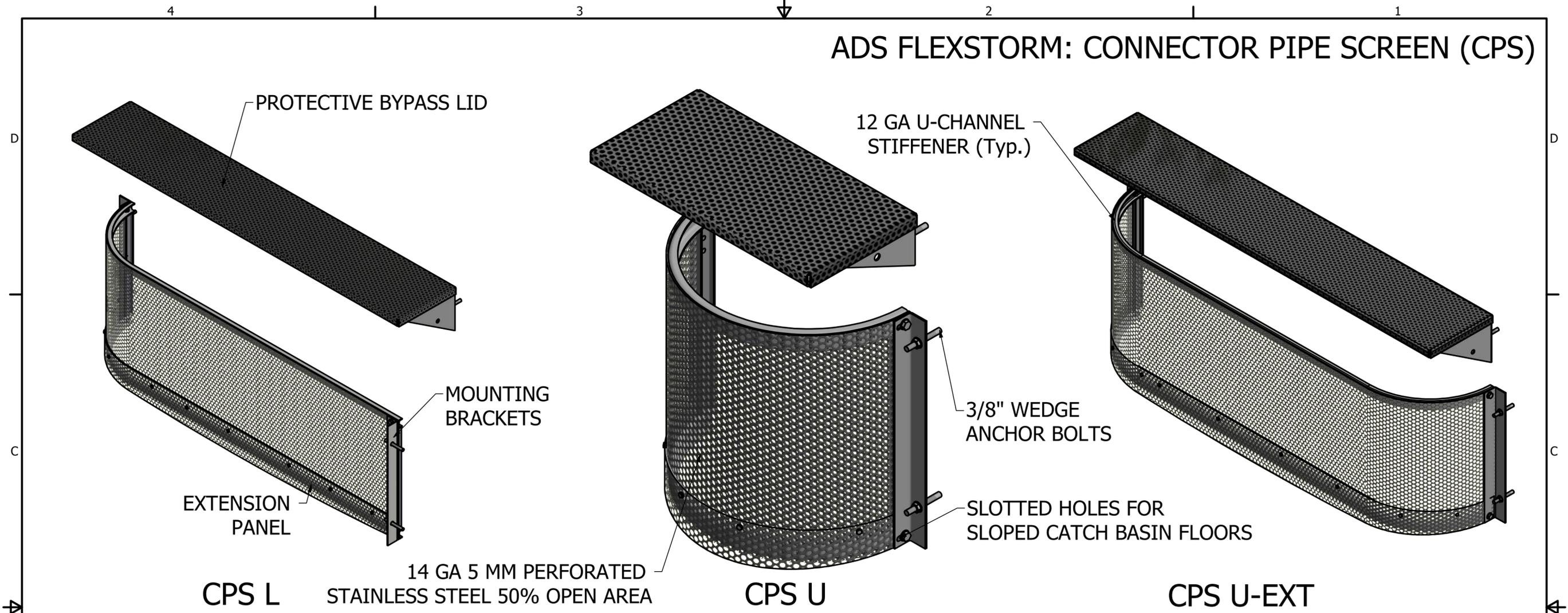
COUNT	STORM DRAIN TAG	LENGTH (FT) "W"	CURB HEIGHT (IN)
76	26-Apr	10	9
77	28-Apr	10	9
78	9-Apr	9	8
79	15-May	10	5
80	18-May	9	6
81	19-May	8	6
82	2-102	14	11
83	2-102A	14	7
84	2-102B	14	7
85	2-118	13.4	9
86	2-119	13.4	7
87	2-120	14	9
88	2-121	14	9
89	2-122	14	9
90	2-123	14	9
91	2-124	14	9
92	Feb-29	10.4	6
93	Feb-53	14	9
94	Mar-44	10.2	8
95	Mar-89	14	11
96	4-115	12	6
97	22-Apr	12	10
98	23-Apr	12	9
99	27-Apr	14	9
100	2-138	14	9
101	2-139	14	9
102	2-140	14	9
103	2-141	14	9
104	2-142	14	6
105	3-44.2	14.6	11
106	Mar-46	14.4	10
107	Mar-47	14.4	10
108	Mar-88	18	10
109	5-Jul	19	9
110	6-Jul	19	9
111	Jan-93	23	6
112	2-116	28	10

COUNT	STORM DRAIN TAG	LENGTH (FT) "W"	CURB HEIGHT (IN)
113	2-117	28	1
114	Feb-54	21.4	9
115	Mar-42	25	9
116	Mar-45	21.5	10
117	25-Apr	25	8
118	Serpentine	7	11

APPENDIX C

Collector Pipe Screen Manufacturer Specifications

ADS FLEXSTORM: CONNECTOR PIPE SCREEN (CPS)



SIZING TABLE						MINIMUM BYPASS RATINGS for lid designs with 6" Freeboard									
CPS Flow Rates by Model						B (bypass height) = 4"		B (bypass height) = 6"		B (bypass height) = 8"		B (bypass height) = 10"		B (bypass height) = 12"	
Model	Screen Length	Screen Height	A_{screen} (Net open area)	Q_{screen} Flow Rate (cfs)	L_{bypass} (ft)	Q4	H ₄	Q6	H ₆	Q8	H ₈	Q10	H ₁₀	Q12	H ₁₂
3L18H-Bypass-Shape	3	18	1.80	8.72	3.00	3.93	8	5.52	7	6.81	6	7.77	5	13.19	10
4L18H-Bypass-Shape	4	18	2.45	11.84	4.00	5.24	8	7.35	7	9.08	6	10.36	5	17.58	10
5L18H-Bypass-Shape	5	18	3.09	14.96	5.00	6.55	8	9.19	7	11.35	6	12.95	5	21.98	10

Determine CPS model number based on screen length and height - bypass height - and screen shape. For example Model 3L18H-8-U is 3' wide x 18" tall, has 8" bypass height, and is "U" shaped. Custom lengths and heights are available for any catch basin.

*LA County approved

*Full Capture Device as Certified by the California Regional Water Quality Control Board (CRWQCB)



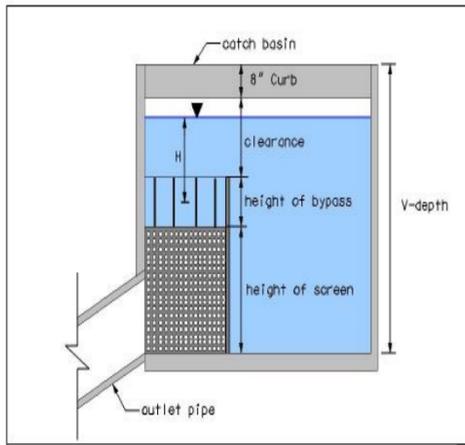
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SIZE | FRAME TYPE | DWG NO | REV
 C | CPS | Flexstorm CPS | A
 SCALE | SHEET 1 OF 1

Equation 5:

$$Q_{bypass} = C_{bypass} A_{bypass} \sqrt{2gH}$$



STANDARD LENGTHS, VARIABLE BYPASS HEIGHTS

ADS CPS units are standardized with a pre-set Length of screen (L). The height of the bypass is the variable used to confirm that the total Q_{bypass} for the CPS with Lid design exceeds the Max Q_{10} for a certain CB width. The sizing table below shows the resultant Q_{bypass} for the various B (bypass heights).

Defining the Orifice bypass equation for CPS with deflector lids

$$Q_{bypass} = C_{bypass} A_{bypass} \sqrt{2gH}$$

$C_{bypass} = .6$ (coefficient)

$g = 32.2 \text{ ft/s}^2$

$A_{bypass} = L$ (length of screen) \times h (bypass height)

$H =$ depth of water to centroid of bypass



CPS U

SIZING TABLE						MINIMUM BYPASS RATINGS for lid designs with 6" Freeboard									
CPS Flow Rates by Model						B (bypass height) = 4"		B (bypass height) = 6"		B (bypass height) = 8"		B (bypass height) = 10"		B (bypass height) = 12"	
Model	Screen Length	Screen Height	A_{screen} (Net open area)	Q_{screen} Flow Rate (cfs)	L_{bypass} (ft)	Q4	H4	Q6	H6	Q8	H8	Q10	H10	Q12	H12
3L18H-Bypass-Shape	3	18	1.80	8.72	3.00	3.93	8	5.52	7	6.81	6	7.77	5	13.19	10
4L18H-Bypass-Shape	4	18	2.45	11.84	4.00	5.24	8	7.35	7	9.08	6	10.36	5	17.58	10
5L18H-Bypass-Shape	5	18	3.09	14.96	5.00	6.55	8	9.19	7	11.35	6	12.95	5	21.98	10

Determine CPS model number based on screen length and height - bypass height - and screen shape. For example Model 3L18H-8-U is 3' wide x 18" tall, has 8" bypass height, and is "U" shaped. Custom lengths and heights are available for any catch basin.

Bypass ratings in Black are for 3.5' Vb Minimum Catch Basin Depths

Bypass ratings in Red are for 4' Vb Minimum Catch Basin Depths

Example Selection and Calculation:

Assume we have a 7' wide catch basin with a depth Vb of 3.5' and 18" connector pipe. The Max Q_1 is 1.2 CFS and the Max Q_{10} is 5.3 CFS per the hydrology study table to the right. Select the appropriate screen to pass the 1 year flow then determine the minimum bypass height required to pass the 10 year flow. The 3L18H-6B screen (highlighted in green) passes 8.52 CFS far exceeding the 1.2 CFS requirement. According to the sizing table that unit will bypass 5.52 CFS with a 6" bypass height based on the Orifice Flow bypass equation which is greater than the required 5.3 CFS maximum 10 yr flow seen by the 7' wide catch basin. The bypass is calculated as follows:

$$Q_{bypass} = C_{bypass} A_{bypass} \sqrt{2gH}$$

$C_{bypass} = .6$ (orifice coefficient)

$g = 32.2 \text{ ft/s}^2$

$$A_{bypass} = L \text{ (length of screen)} \times h \text{ (bypass height)} = (3 \times 6/12) = 1.5 \text{ ft}^2$$

$H =$ depth of water to centroid of bypass (maintaining 6" freeboard)

We need to check Clearance and determine the H

Clearance = Vdepth - Hscreen - Hbypass - curb height (must always be > 4")

$$\text{Clearance} = 42" - 18" - 6" - 8" = 10"$$

$$H = Hbypass/2 + \text{Clearance} - 6" \text{ freeboard (sized conservatively)}$$

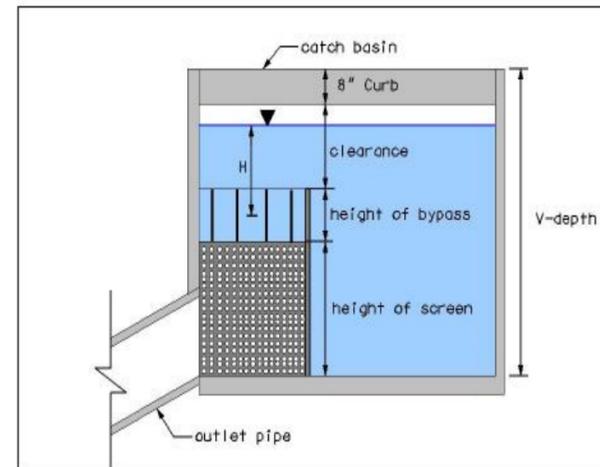
$$H = 6/2 + 10 - 6 = 7" \text{ or } .583 \text{ ft}$$

$$\text{Finally, } Q_{bypass} = C_{bypass} A_{bypass} \sqrt{2gH}$$

$$Q_{bypass} = .6 \times 1.5 \sqrt{2 \times 32.2 \times .583} = 5.52 \text{ cfs}$$

Equation 5:

$$Q_{bypass} = C_{bypass} A_{bypass} \sqrt{2gH}$$



Catch Basin Ratings for one year and ten year rain events as determined by LA County hydrology studies

CB width (ft)	Max Q_{10} (cfs)	Max Q_{1-1} (cfs)
3.5	2.8	0.6
7	5.3	1.2
10	7.5	1.7
14	10	2.2
21	13.9	3.1
28	17.3	3.8

ADS – FLEXSTORM CONNECTOR PIPE SCREEN (CPS) WORK INSTRUCTIONS

1.0 Product Selection: Installer to determine which CPS Model to install based on 1. Flow Ratings, 2. Bypass Requirements, 3. Location of Connector Pipe inside the catch basin (see Product Selection Guide).

2.0 Materials: All FLEXSTORM CPS are comprised entirely of 304 stainless steel and brought to the field pre-configured for easy assembly once Product Selection is confirmed; All Models are supplied with vertical upright mounting brackets which accept qty (4) 3/8" x 3" minimum stainless anchor bolts. All bypass lids require a qty (2) 3/8" x 3" min stainless anchor bolts. Mounting brackets are equipped with slotted holes to allow for varied contours on walls and sloped floors.

3.0 Installation of Base Model: Drop CPS through the manhole opening. Position the CPS evenly spaced around the connector pipe ensuring a minimum of 4" spacing away from any corners. Loosen the bolts in the slotted holes which connect the screen to the upright mounting brackets until the bottom is flush with the floor. Tighten the bolts and mark the hole locations on the wall for the stainless anchor bolts. Drill holes and hammer the bolts in place and secure the CPS using stainless nuts. If the bottom of the base exposes more than a 5 mm gap then an additional base face strip may be fastened to the base channel using stainless tek screws or rivets. This base face strip matches the length and contour of the primary base.

3.1 Installation of Bypass Lid: If the bypass lid is required verify the minimum bypass height needed and mark the "B" bypass height location on the wall directly above the base uprights. Lift the lid in place and mark the hole locations for the lid mounting brackets. Drill holes and hammer the bolts in place and secure the lid with the stainless nuts.

4.0 Removal of CPS: In certain locations, the CPS may need to be removed in order to provide increased accessibility through the manhole entry. In such cases, the CPS would utilize the "Quick Release" wall mount bracket set and standard CPS flanges. See the installation drawing labeled Removable CPS Detail for step by step instructions. In standard installations, the CPS can be removed by simply loosening the 3/8" anchor nuts that secure it to the wall.

5.0 Warranty: ADS – FLEXSTORM warrants the CPS material to be free of defects and guarantees base framing integrity for a period of 3 years from installation date.

ADS – FLEXSTORM CONNECTOR PIPE SCREEN (CPS) MAINTENANCE GUIDELINES

FLEXSTORM suggests that its Connector Pipe Screens (CPS) be maintained per this modified set of conditions from the LA County CPS Standards. FLEXSTORM advises that catch basins be cleaned out at least 2 times per year and/or if debris has filled above a 40% level inside of the catch basin. Sites with large amounts of foliage, high sediment loads, or smaller CPS devices might need to be cleaned more frequently.

Maintenance Conditions and Maintenance Standards: The Following are deficiencies in maintenance conditions and their corresponding maintenance standards which shall apply to the Connector Pipe Screen. The cleanout of each CB shall meet the maintenance standards listed as follows:

	Description of Maintenance Actions
1	Clear trash and debris located immediately in front of curb opening or side opening of CB, and on top or between metal grates of grated CB.
2	Remove Vegetation growing across and/or blocking the basin opening.
3	Remove all Trash and debris and vegetation from inside the Catch Basin.
4	Remove Trash and debris in the connector pipe opening, upstream or downstream.
5	Knock off/Remove all Debris that covers the perforated openings of the connector pipe screen
6	Ensure there is no Standing Water inside of catch basin (indicates the device is not properly draining)

Trash and debris shall include, but is not limited to, mud, vegetation, and garbage.

Upon completion of a cleanout operation at a CB and before leaving it, the Contractor shall sweep the top surface of the CB and the area 2 feet around the CB, and shall remove any trash and debris resulting from the cleanout operations. No debris is to be left at a CB for future pick-up.

Method of Removal: All trash and debris required to be removed from the CBs shall be removed in a manner to be determined by the Contractor. This can be done by hand or with a truck mounted vacuum. If entering the catch basin ensure that local confined space entry procedures are followed. The Contractor shall not allow any trash or debris to enter the connector pipe or main line as a result of the cleanout operations.

Debris Disposal: All trash and debris removed under this Contract shall become the property of the Contractor and shall be legally disposed of away from the CB sites. The Contractor is responsible for proper disposal of the trash and debris, including obtaining approvals from all jurisdictional agencies, as applicable. The contractor shall be responsible for contacting and coordinating with local Animal Care and Control for pickup and disposal of dead animals. However, the Contractor shall be responsible for removing any dead animal from inside a CB.

4

3

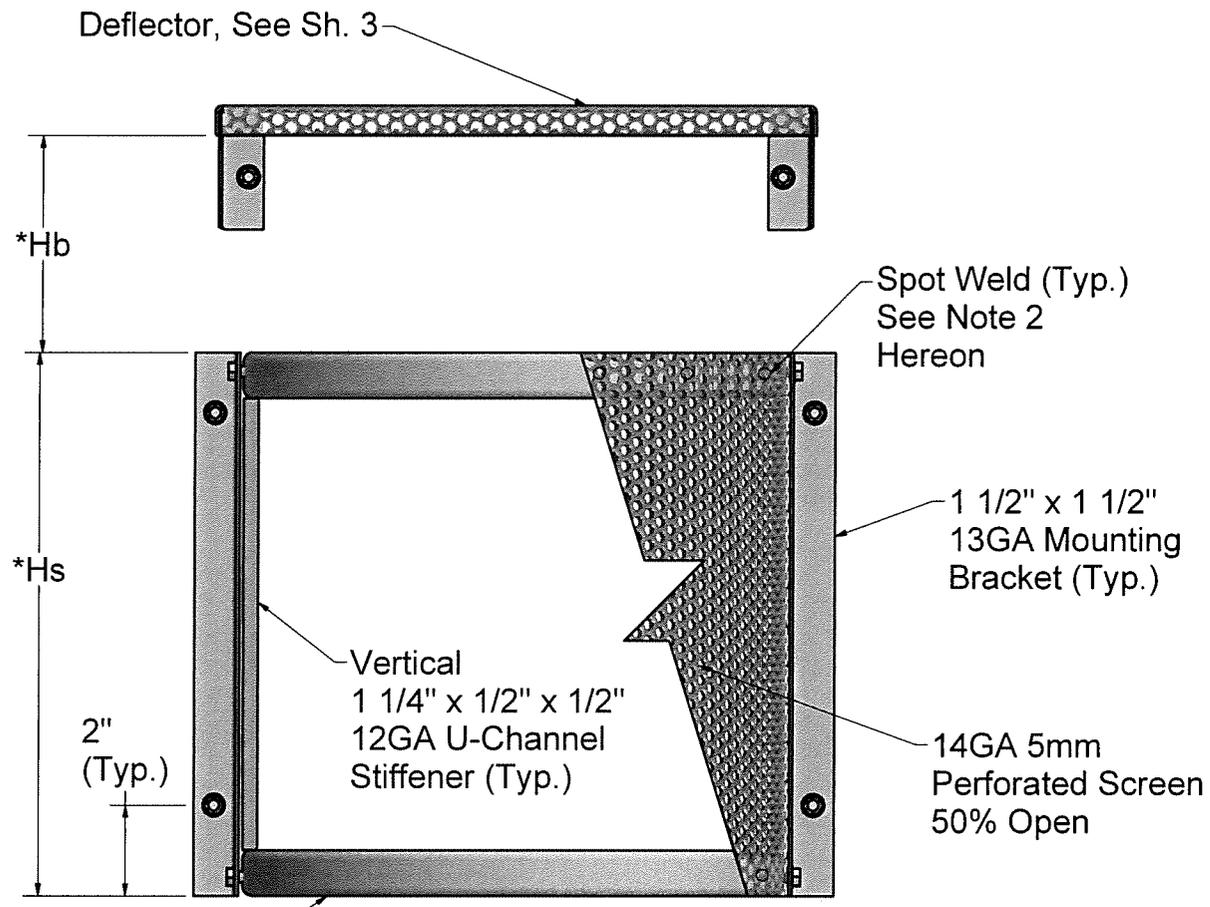
2

1

NOTES:

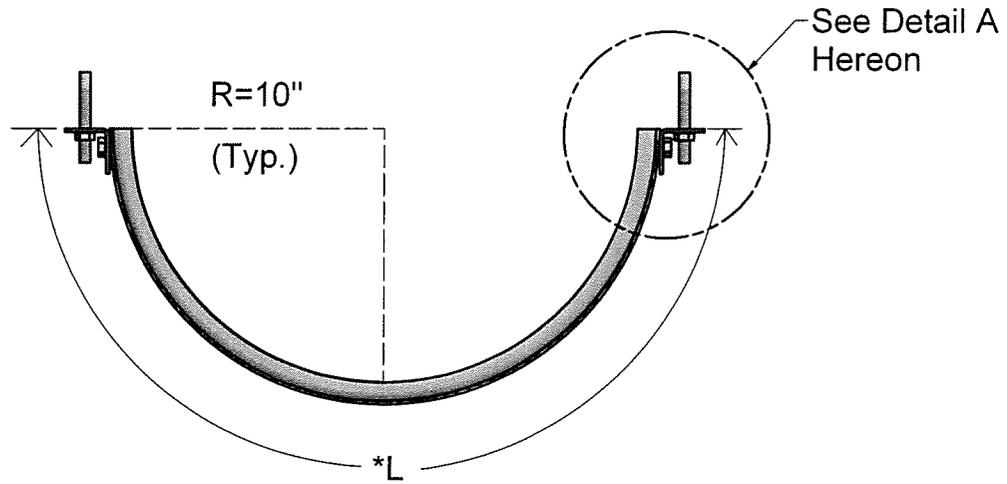
- 1. All Materials Are Type 304SS Unless Otherwise Noted
- 2. All Horizontal And Vertical Stiffeners Shall Be Spot Welded @ 4"C.C. (Max) To Perforated Screen
- 3. For Catch Basin Uneven Floor Extension Panel Detail See Sh. 3

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	
<input checked="" type="checkbox"/>	ACCEPTED
<input type="checkbox"/>	MAKE CORRECTIONS NOTED
<input type="checkbox"/>	REVISE CALCULATIONS
<input type="checkbox"/>	REJECTED
REVIEW IS PERFORMED BY THE DEPARTMENT TO ENSURE THE CONTRACTOR'S GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE SPECIFICATIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE CORRECTNESS OF DIMENSIONS, PROPER CONSTRUCTION AND INSTALLATION METHODS, AND FOR FULFILLING ALL CONTRACTUAL REQUIREMENTS. ACCEPTANCE INDICATED HEREON DOES NOT RELIEVE THE CONTRACTOR OF THESE OBLIGATIONS.	
BY: Steven Dickson	DATE: 07-28-16



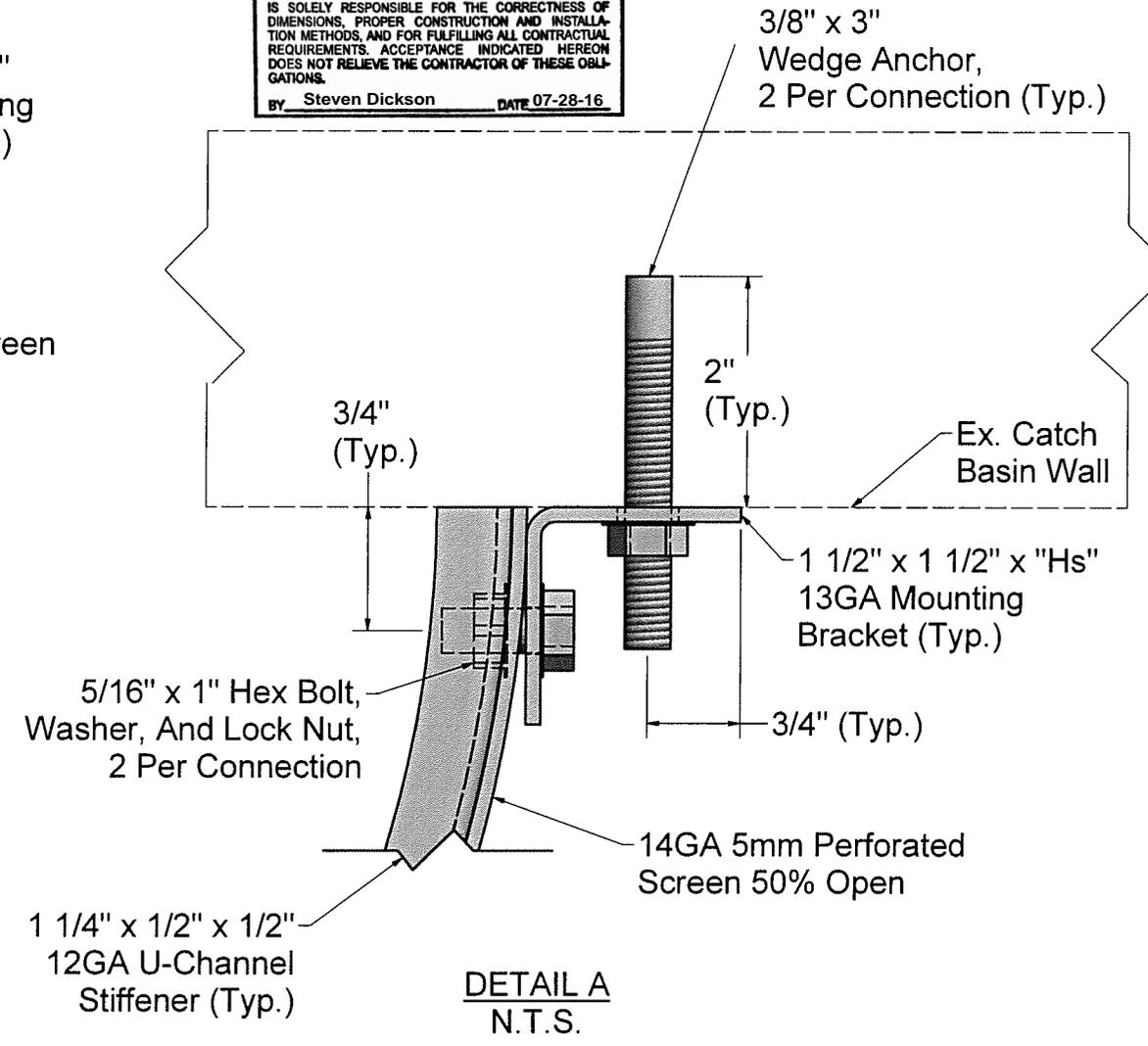
ELEVATION VIEW
N.T.S.

Horizontal 1 1/4" x 1/2" x 1/2" 12GA U-Channel Stiffener (Typ.)



PLAN VIEW
N.T.S.

*See Appendix A-1 And CPS Sizing Table For Hb, Hs, And L Values



DETAIL A
N.T.S.

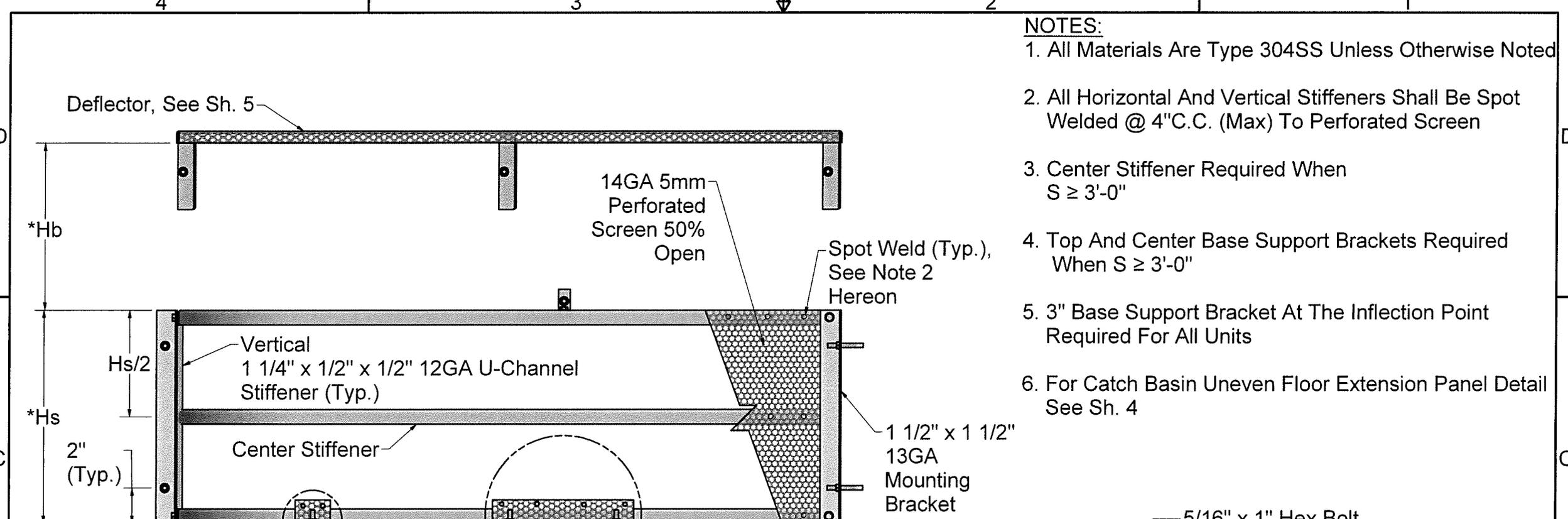
ADS FLEXSTORM CPS U		
TITLE PLAN, ELEVATION, AND DETAIL		
SIZE C	DATE 7/25/2016	REV A
SHEET 1 OF 3		

4

3

2

1



- NOTES:**
1. All Materials Are Type 304SS Unless Otherwise Noted
 2. All Horizontal And Vertical Stiffeners Shall Be Spot Welded @ 4"C.C. (Max) To Perforated Screen
 3. Center Stiffener Required When S ≥ 3'-0"
 4. Top And Center Base Support Brackets Required When S ≥ 3'-0"
 5. 3" Base Support Bracket At The Inflection Point Required For All Units
 6. For Catch Basin Uneven Floor Extension Panel Detail See Sh. 4

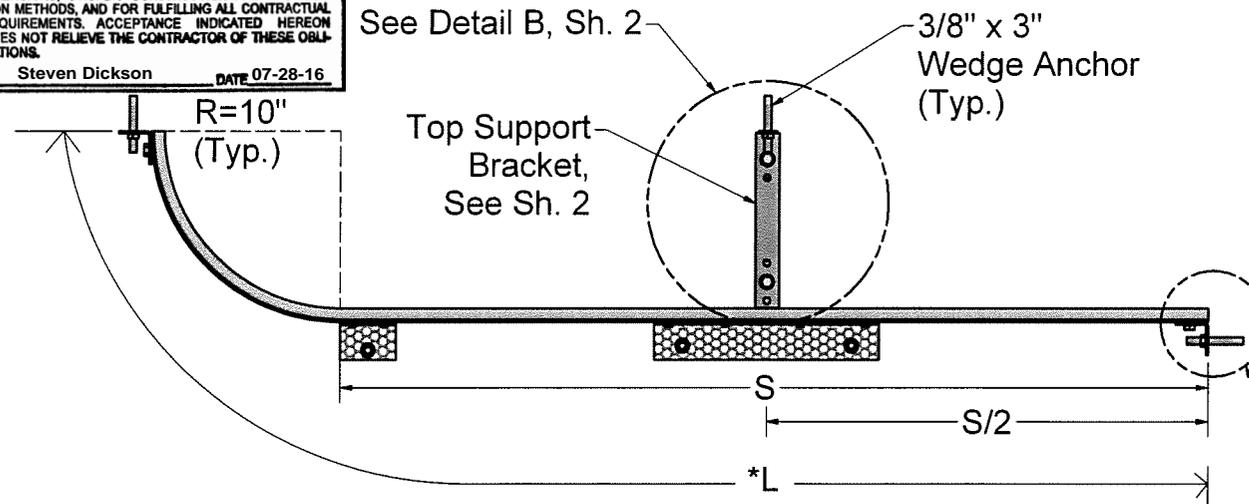
LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

ACCEPTED
 MAKE CORRECTIONS NOTED
 REVISE CALCULATIONS
 REJECTED

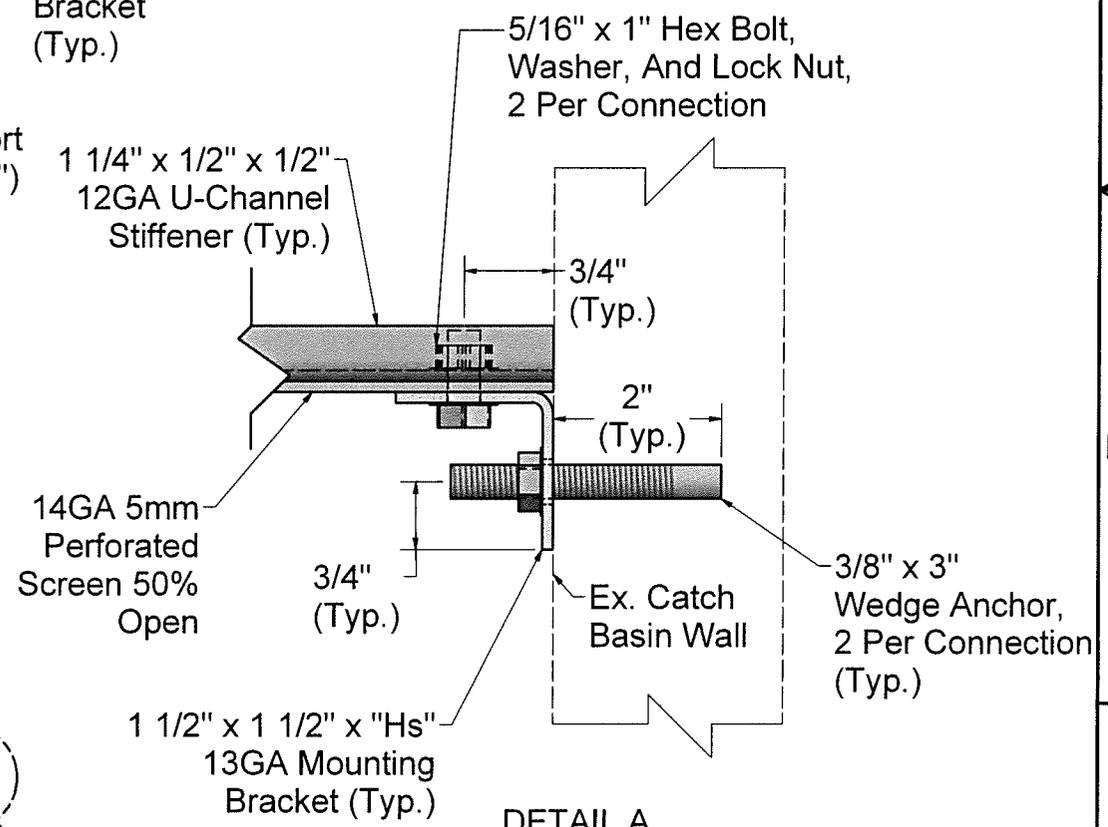
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By Steven Dickson DATE 07-28-16

ELEVATION VIEW
N.T.S.



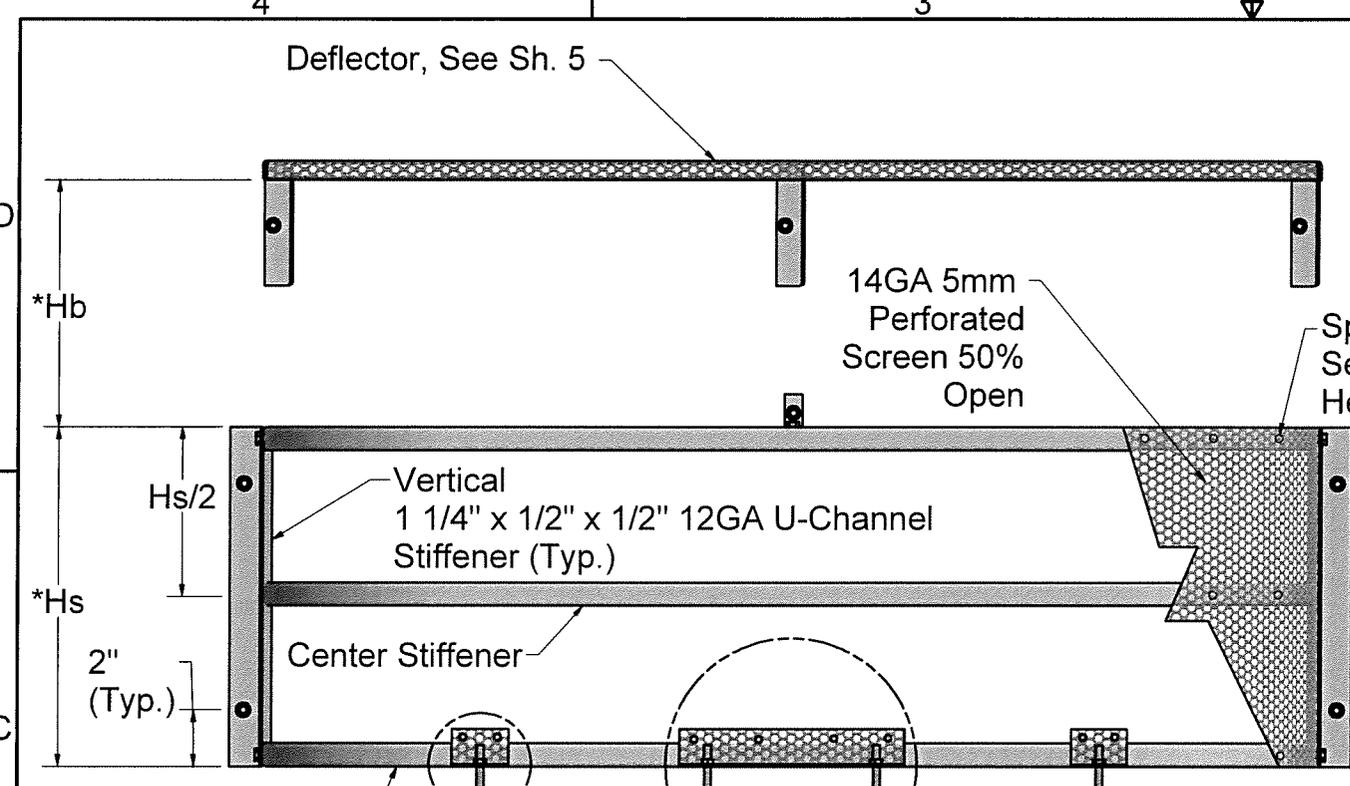
PLAN VIEW
N.T.S.



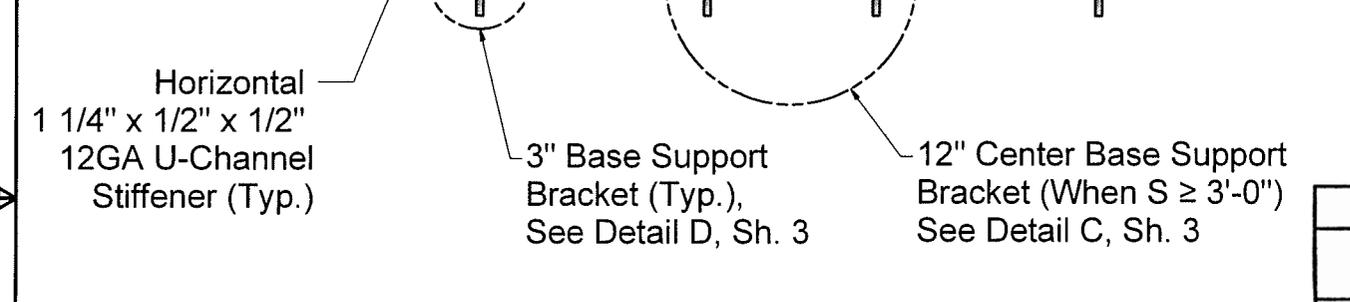
DETAIL A
N.T.S.

*See Appendix A-1 And CPS Sizing Table For Hb, Hs, And L Values

ADS FLEXSTORM CPS L		
TITLE PLAN, ELEVATION, AND DETAIL		
SIZE C	DATE 7/25/2016	REV A
SHEET 1 OF 5		



- NOTES:**
1. All Materials Are Type 304SS Unless Otherwise Noted
 2. All Horizontal And Vertical Stiffeners Shall Be Spot Welded @ 4"C.C. (Max) To Perforated Screen
 3. Center Stiffener Required When $S \geq 3'-0"$
 4. Top And Center Base Support Brackets Required When $S \geq 3'-0"$
 5. 3" Base Support Bracket At The Inflection Points Required For All Units
 6. For Catch Basin Uneven Floor Extension Panel Detail See Sh. 4



ELEVATION VIEW
N.T.S.

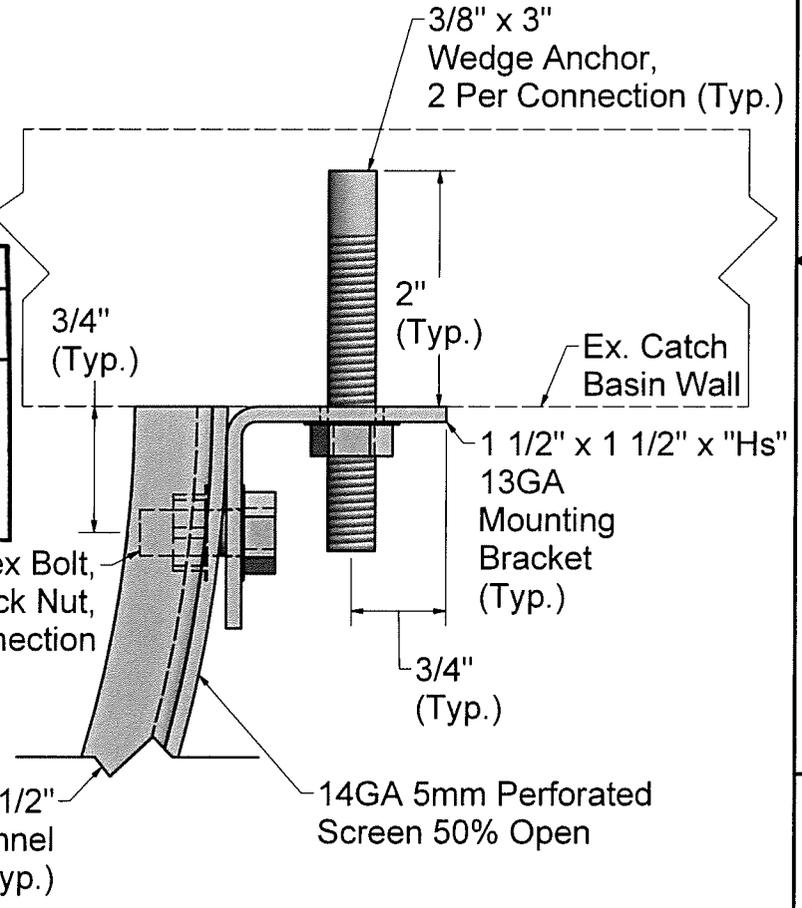
PLAN VIEW
N.T.S.

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

ACCEPTED
 MAKE CORRECTIONS NOTED
 REVISE CALCULATIONS
 REJECTED

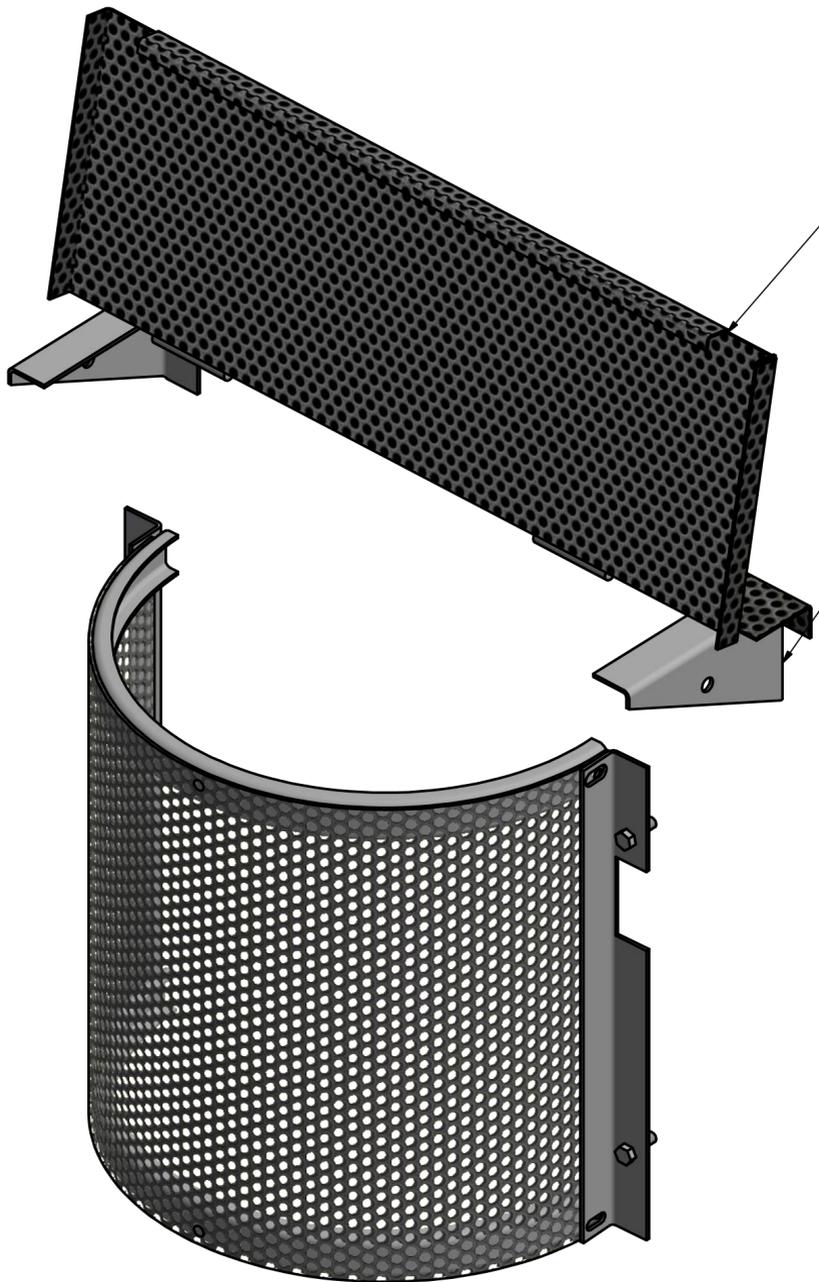
REVIEW IS PERFORMED BY THE DEPARTMENT TO ENSURE THE CONTRACTOR'S GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE SPECIFICATIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE CORRECTNESS OF DIMENSIONS, PROPER CONSTRUCTION AND INSTALLATION METHODS, AND FOR FULFILLING ALL CONTRACTUAL REQUIREMENTS. ACCEPTANCE INDICATED HEREON DOES NOT RELIEVE THE CONTRACTOR OF THESE OBLIGATIONS.

BY Steven Dickson DATE 07-28-16



* See Appendix A-1 And CPS Sizing Table For Hb, Hs, And L Values

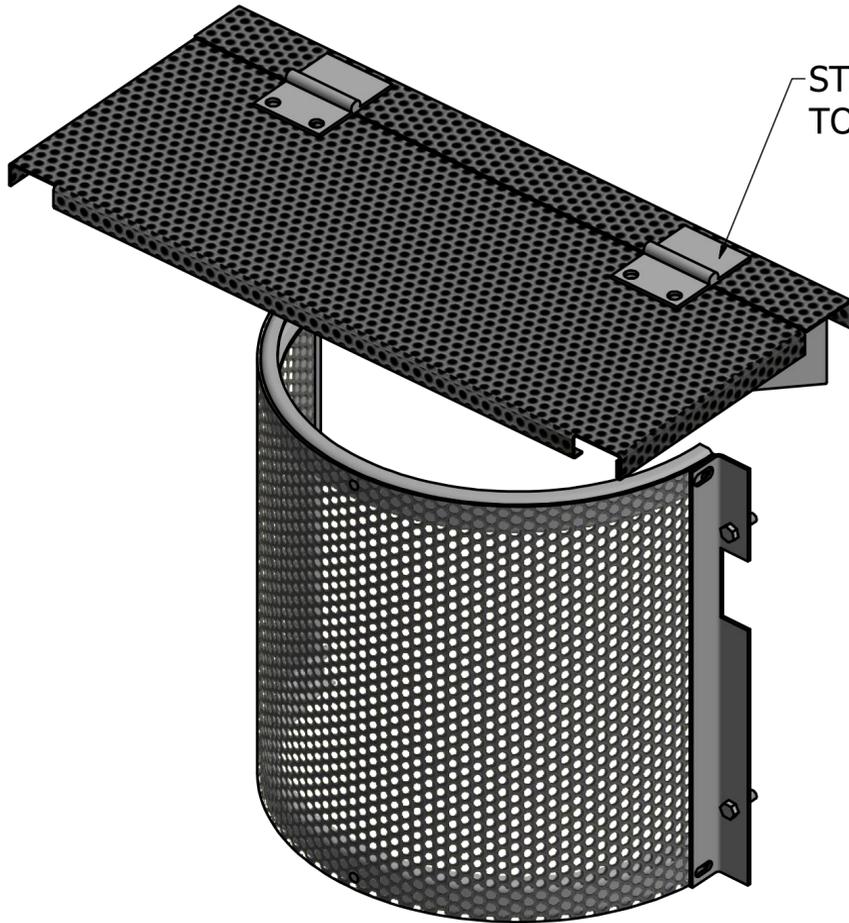
ADS FLEXSTORM CPS U EXT		
TITLE PLAN, ELEVATION, AND DETAIL		
SIZE C	DATE 7/25/2016	REV A
SHEET 1 OF 5		



HINGED LID SHOWN IN OPEN POSITION
(REMAINS IN OPEN POSITION ON ITS OWN)

LID BRACKETS SECURED TO
WALL WITH SS WEDGE ANCHORS

STAINLESS STEEL HINGE WELDED
TO LID AT EACH SUPPORT BRACKET



Further to my last email, this new design is workable for mosquito abatement activities and is approved for use on our end (from a mosquito abatement standpoint).
Thanks to all involved for the work and modification to the device.

Joseph Huston
Field Operations Supervisor



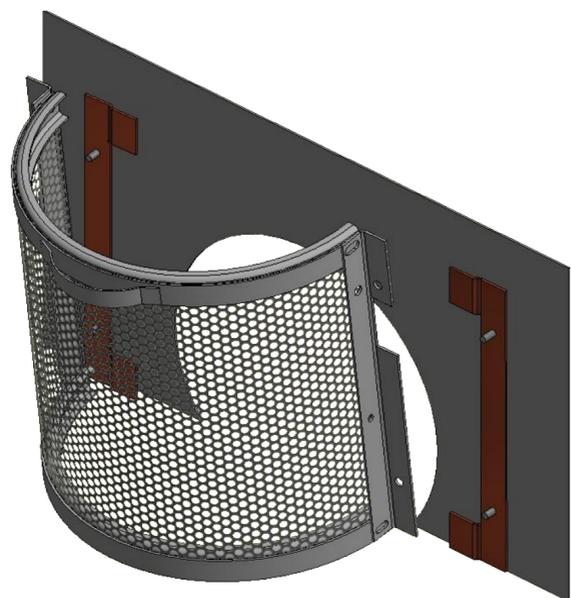
joseph@mosquitoes.org
O: 510-783-7744 | F: 510-783-3903
23187 Connecticut St., Hayward, CA 94545



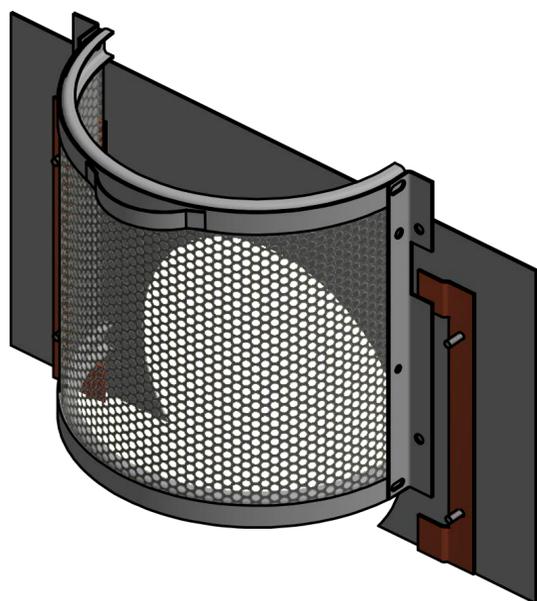
ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT HINGED LID DESIGN

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SIZE	FRAME TYPE	DWG NO	REV
C	CPS	FLEXSTORM-CPS	A
SCALE		SHEET 1 OF 1	

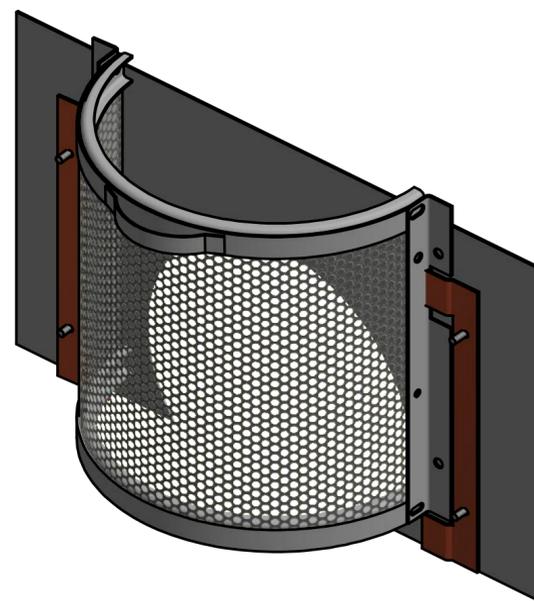
REMOVABLE CPS DETAIL



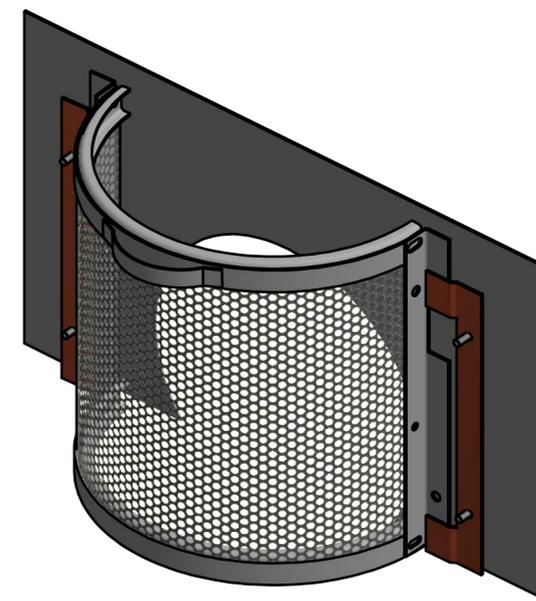
STEP 1



STEP 2



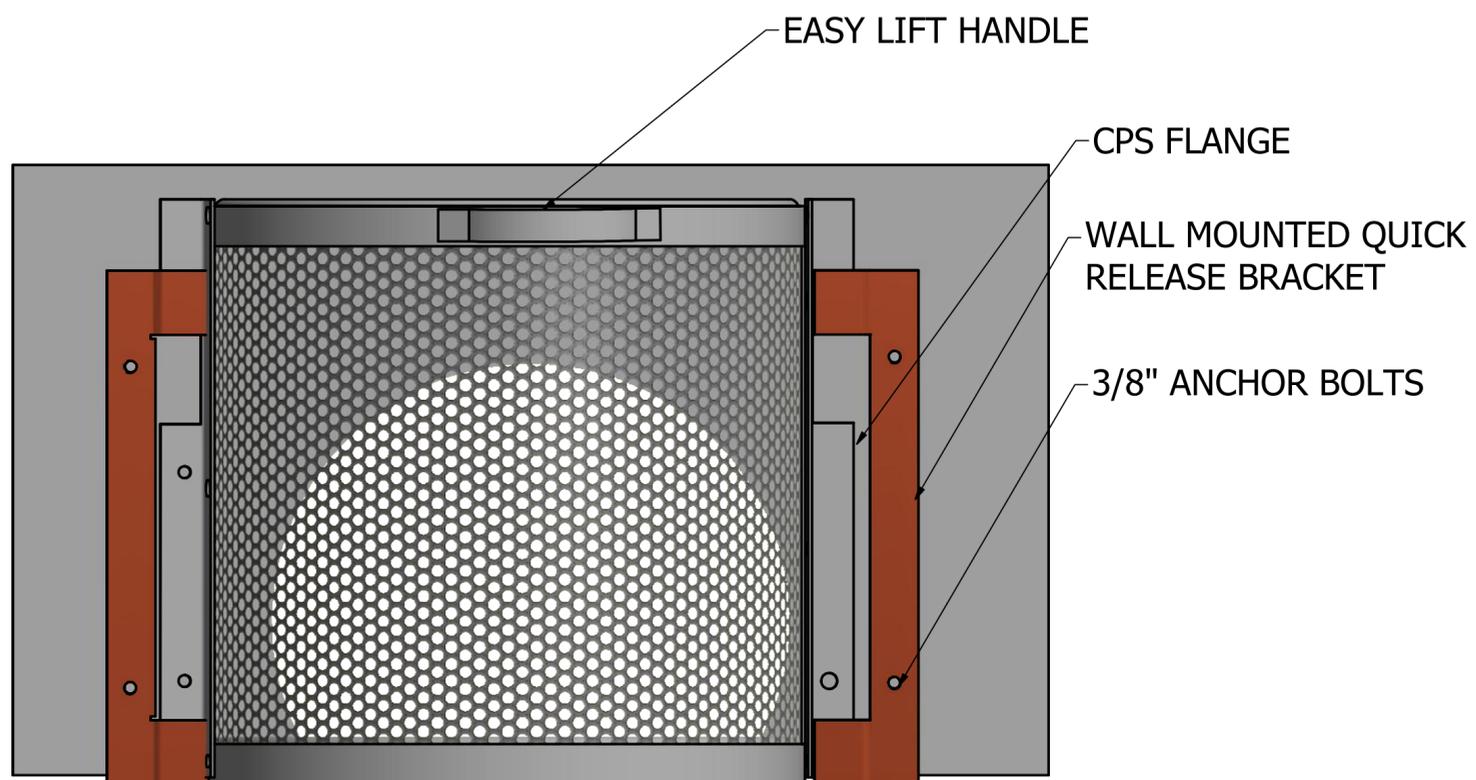
STEP 3



STEP 4

INSTALLATION INSTRUCTIONS

1. LOWER SCREEN INTO CATCH BASIN THROUGH MANHOLE OPENING.
2. RAISE THE UNIT ABOVE THE WALL MOUNTED BRACKETS.
3. MOVE THE UNIT TOWARDS WALL UNTIL FLANGES ARE FLUSH WITH WALL.
4. LOWER THE SCREEN ~3" UNTIL CPS FLANGES ARE CAPTURED BEHIND WALL MOUNTED BRACKETS. ENSURE BASE IS FLUSH TO CATCH BASIN FLOOR.



DRAWN dgarb	3/30/2015			
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QA				
MFG				
APPROVED				
		SIZE C	DWG NO Removable CPS 1	REV
		SCALE	SHEET 1 OF 1	

ADS CPS FIELD PHOTOS
BEFORE and AFTER MAINTENANCE



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 11A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Windmera Quintanar, MMC, City Clerk

Subject: Southern California Association of Governments (SCAG) 2022 Regional Conference and General Assembly

SUMMARY

The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held at the JW Marriott Desert Springs Resort and Spa in Palm Desert, CA on Thursday, May 5, 2022. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

RECOMMENDATION

1. Appoint a representative to attend and serve as the City's Voting Delegate for the Southern California Association of Governments (SCAG) General Assembly; and,
2. Appoint a Council Member to attend and serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

BACKGROUND

Southern California Association of Governments (SCAG) is the nation's largest metropolitan planning organization, representing six counties, 191 cities and more than 18 million residents. SCAG undertakes a variety of planning and policy initiatives to encourage a more sustainable Southern California now and in the future.

At least once every year, SCAG convenes the General Assembly to help set the agency's course for the coming year. The General Assembly is a forum where policy matters can be identified and addressed. A quorum of the General Assembly consists of official representation from one-third of the member cities and one-third of the member counties.

Each member county and each member city has one official representative and one alternate in the General Assembly, except the City of Los Angeles, which has three official representatives and three alternates due to its population size. Member cities and

counties must communicate the names of their official representatives and alternates to SCAG within 45 days before the annual meeting of the General Assembly.

DISCUSSION

One aspect of SCAG's 2022 Regional Conference is the General Assembly where the membership considers and takes action on the Fiscal Year budget, SCAG Officers, and proposed amendments to the SCAG Bylaws.

In order to facilitate the conduct of business at the General Assembly Meeting, each City Council must designate a Voting Delegate and Alternate. Designation of the Delegate is consistent with SCAG's Bylaws.

Each city Delegate Representative (or Alternate in the absence of the Delegate) will vote on agenda items pertaining to the General Assembly – Business Meeting. Each city Delegate Representative (or Alternate in the absence of the Delegate) will receive a complimentary one-night hotel accommodation at the JW Marriott Resort & Spa for the night of May 5, validated overnight parking and meals during the conference.

FISCAL IMPACT

Attendance at the conference is provided at no cost for the voting delegate.

Submitted by: Windmera Quintanar, MMC, City Clerk
Approved by: Chet Simmons, City Manager

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 11B

To: Mayor Shelley Hasselbrink & Members of the City Council

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

Subject: Appointment for Los Alamitos Community Foundation

SUMMARY

This report provides relevant information by which the City Council may appoint two members from the City Council to the Los Alamitos Community Foundation.

RECOMMENDATIONS

Appoint two members of the City Council to sit on the Board of the Los Alamitos Community Foundation.

BACKGROUND

At the October 18, 2021 City Council meeting, Council gave direction to Staff to begin the process of establishing a City Foundation.

A City Foundation typically partners with a city by providing financial support to enhance services beyond the capabilities of local tax revenues by doing the following:

- Solicit funds in support of facilities, programs, and services.
- Offer a tax deduction to donors for contributions.
- Apply for grants that are not available to government agencies.

A City Foundation can assist in enhancing and supplementing the City of Los Alamitos revenues to enhance City-wide services and/or update facilities and infrastructure. Staff has found that there are many grants that require the recipient to be from a non-profit organization. A City Foundation would allow for additional funding possibilities.

DISCUSSION

At the November 15, 2021 City Council meeting, Council voted on the name Los Alamitos Community Foundation and adopted the following proposed recommendations in regards to Board Members:

Proposed Board Membership Structure and Bylaws Recommendations

- A maximum amount of nine (9) total voting Board Members:
 - Five (5) representing the City districts (one member/resident per district)
 - Two (2) members representing business community (residency not required)
 - Two (2) City Council members (residents)
- City staff serving as an Ex-Officio Board Members (no voting status) can represent various departments and be available to provide input or education on projects or programs.

It is recommended that Council to appoint two City Council members to represent the Council on the Los Alamitos Community Foundation.

Staff is requesting each City Council Member propose one representative from their district to serve on the Foundation by Tuesday, March 8, 2022. City staff will make contact with proposed district representatives and the two City Council designees will conduct interviews at the first Los Alamitos Community Foundation meeting scheduled for Monday, March 14, 2022 at 6:00 p.m.

FISCAL IMPACT

The cost to establishing the Los Alamitos Community Foundation was \$5,000 and the allocation was approved at the November 15, 2021 City Council meeting. The Foundation will seek to raise funds to enhance services for the City to benefit the Los Alamitos community.

Submitted by: Emeline Noda, Director of Recreation & Community Services
Approved by: Chet Simmons, City Manager

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 11C

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Update to the Los Alamitos Urban Forest Program

SUMMARY

City Council adopted the Parkway Tree Program in the late 1990s. The proposed Urban Forest Program is a three tiered approach that will provide guidance to staff on planting and maintaining trees, provide the community a Tree Dedication Memorial Program, and make the City eligible for Tree City USA status. Staff will bring to Council a finalized program for approval after receiving feedback.

RECOMMENDATION

1. Discuss the Urban Forest Program; and,
2. Provide feedback to Staff on recommendation on the updated Los Alamitos Tree Policy; and,
3. Provide feedback to Staff on recommendation on the Los Alamitos Tree Dedication Memorial Program; and,
4. Direct Staff to proceed with developing a plan to be eligible for Tree City USA recognition.

BACKGROUND

The City has identified a prioritized need to refine its policies and establish a long-term plan for an Urban Forest Program. Los Alamitos envisions the future of its Urban Forest Program as an integral element of the City's natural and environmental infrastructure.

The Urban Forest Program includes a three-tiered approach by (1) clearly defining and updating its Tree Policy by establishing appropriate guidance for planting, maintaining, and removing trees on public right-of-way; (2) providing criteria for a Tree Dedication

Memorial Program for loss loved ones; and (3) presenting the City's intent to apply for candidacy as a Tree City USA.

DISCUSSION

Currently, the City's urban forest is comprised of approximately 2,467 various tree species ranging across public streets or within public properties. There are several benefits of having a robust urban forest. These include:

1. Environmental Benefits - The vast presence of trees throughout the City contributes to air filtration, improves air quality, and reduces noise pollution.
2. Social Benefits - Trees are vital to the character and beautification of the City, offering many elements of physical and mental health. Social behavior and community pride are strengthened as a direct result.
3. Economic Benefits - In an urban setting where buildings and concrete structures are dominant, trees strategically offset the "city" feel thus increasing property value.

Los Alamitos Tree Policy

In order to maintain an urban forest, policies must be prudently managed and executed. The following guiding principles will enable the City to meet these expectations and ensure that there is a precise measure of tree maintenance and care:

- Development of community forest standards
- Commitment to preservation, careful inspection, and proper care of trees citywide
- Transparency and accessibility of City policies
- Education and outreach towards the community on the importance of trees and its care
- Advocacy for preservation of trees and options for residents who would like to research trees for their home

The City recognizes that its existing policy language on properly maintaining trees is outdated. Currently, the Public Works Division along with its contracted vendor, West Coast Arborists, provides the City's general maintenance of its urban forest layout. An updated policy will establish appropriate guidance for staff and the community for planting, maintaining, and removing trees as well as set the foundation for an overarching goal to implement an urban forest program.

Los Alamitos Tree Dedication Memorial Program

The City currently does not have a written criteria for tree dedication memorials at public parks. The establishment of a formalized standard can be a special demonstration of empathy, compassion, and support towards families who have lost their loved ones. The proposed Tree Dedication Memorial Program will help ensure that there is such a process that is both structured and feasible for families who seek this opportunity.

- Tree can be selected from a pre-approved list provided by the City to be planted at specific locations such as public parks
- In addition to a tree, an option to include a plaque and small pre-fabricated canister for flowers can be included in the purchase and installation of the tree. The plaque would be of a specific material and size. The bronze plaque dimensions would consist of 4" x 8" set in 6"x 10" concrete base, set flush with grade performed by City staff. The character size of the script would be limited to fit the plaque, purchased by City staff through a local vendor.
- The cost of the tree, plaque plus parts, and labor would be at the fair market value and remain consistent.
- The location of the tree dedication memorial would be exclusive to City parks in areas that are predetermined by City Staff to ensure safety, proper maintenance, and visibility on behalf of those who purchase the package.
- General maintenance of the tree and parts will be conducted by the City but cannot guarantee protection from possible vandalism, weather, damage and theft. In most cases, the City will make a prudent effort to report any issues and offer reasonable repairs or replacement.
- The formal request of a tree dedication memorial will require an application, proof of residency either by residence or business, and complete payment for service and parts.
- The City can determine the timeline for completion and may have discretion of location if it is not the park requested.
- While ceremonies may take place, large gatherings and formal attendance will need to be communicated to the City.
- In the event of necessary removal due to park development or determination of hazards, out of courtesy and respect, the City will attempt to notify the person on the application but reserves the right to execute without person's consent.

Tree City USA

Tree City USA is a national recognition program than began in 1976 sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and National Association of State Foresters. Recognition as a Tree City USA is a demonstration of the City's commitment and dedication to forestry stewardship. The Arbor Day Foundation, the USDA Forest Service, and the National Association of State Foresters altogether sponsor the Tree City USA program on a national scale. The City once held Tree City USA honors in 2001 but since then has no longer been recognized.

An incorporated municipality of any size can qualify by meeting four fundamental standards. The City will need to meet the following four standards in order to be qualified.

1. Establish a Tree Board – Staff will create an internal staff board to meet this requirement.
2. Adoption of Tree Ordinance – Approval of the Tree Policy by Council will ensure that the polices within are clear, concise, and consistent with the long-term vision of the City's Urban Forest Program.

3. Budget – The Tree City USA criteria requires that the City identifies a minimum of \$2.00 per capita towards the development of an Urban Forest Program. Funds can be utilized from various sources which includes the City’s budget, funds via the Tree Dedication Memorial Program, State and/or Federal monies, and donations.

4. Arbor Day Celebration – Arbor Day is scheduled for Friday, April 29 , 2022. An event will provide an opportunity to recognize the importance of nature, foster community engagement, recreation & leisure, as well as education and outreach of the City’s Urban Forest Program.

FISCAL IMPACT

None.

Submitted by: Ron Noda, Development Services Director

Approved by: Chet Simmons, City Manager

- Attachment:*
- 1. Los Alamitos 2000 Tree Policy*
 - 2. Draft Updated Los Alamitos Tree Policy*

California Natives and Drought Tolerant Plants

Iris douglasiana (Douglas Iris)

Ceanothus Species (wild lilac)

Zauschneria latifolia 'Johnstonii' (bush California Fuchsia)

Ribes Species (currant)

Salvia Species

Myoporum parvifolium

Cistus Species (Rockrose)

Rosmarinus officinalis (Rosemary)

Raphiolepis indica (india Hothorn)

Rhamnus californica (Coffeeberry)

Romneya coulteri (Matilija Poppy)

Leucophyllum frutescens (Texas Ranger)

Bacharis pilularis (Coyote Bush)

Cotoneaster Species

Dodonaea viscosa (Hopseed Bush)

Santolina chamaecyparissus (Lavender Cotton)

Grevillea Species

Elaeagnus pungens (silverthorn)

Sedum Species



Parkway Tree Program

City of Los Alamitos

0950-45
Parkway

Agenda Report

Item No: 13B

March 13, 2000

To: Mayor Charles Sylvia
Members of the City Council

From: *RCO* Robert C. Dominguez, City Manager

Subject: Update on Parkway Tree Program

Summary: At the February 14, 2000 Council meeting, the City Council requested an update on the Parkway Tree Program. This report will include information on parkway trees planted and removed, grant funding, and public awareness.

Recommendation: It is recommended that the City Council receive and file this report.

Background and Analysis: At the February 28th City Council meeting, staff provided a report on the Parkway Tree Program. At that meeting, it was suggested that staff return with a presentation that could be displayed for the public and for cable viewers. Staff has prepared a PowerPoint presentation that will provide a visual update on the status of the Parkway Tree Program.

Program Update

Since the inception of the Parkway Tree Program, ninety-eight (98) new trees have been planted in the City's parkways. Sixty-five (65) hazardous trees jeopardizing public safety or high maintenance trees have been removed. Two hundred and fourth (240) trees have been purchased, of which one hundred and forty-two (142) are awaiting planting. Nine hundred and sixty-five (965) trees have been pruned.

Funding

At the Council meeting of January 10th, the City Council proclaimed April 28th as Arbor Day in the City of Los Alamitos, as well as announcing membership in Tree City, U.S.A. Both programs will benefit the City in obtaining funding. City staff will apply for grant funding starting with:

- American Forests/Global Related Forest Cost Share Grants
- ISA Hyland R. Johns Grant Program

- National Tree Trust Tree Planting Grant Program
- Horticultural Research Institute Grant Program

Public Awareness

City staff, along with Parkway Tree Committee members, will take an active role in making the public aware of the benefit of trees and the Parkway Tree Program through:

- Mascot involvement in the 10K/5K event, booth at AFRC Base on race day
- Elementary school awareness program
- Newspaper and television articles and interviews
- Neighborhood Awareness meetings starting in April 2000
- Band in the Park booth and mascot appearance
- City Pride Awards Program, mascot appearance
- Holiday Sing, mascot appearance

Fiscal Impact:

- The goal is to fund 100% of the trees purchased through grants, trusts, and donations.
- Tree plantings will be accomplished by City staff at no increase in budget.
- Tree removal and stump grinding will be a combination of grants, trusts, donations and additional budget.

THE CITY OF LOS ALAMITOS PARKWAY TREE PROGRAM

-----INTRODUCTION-----

- RECOGNIZING THE BENEFITS OF TREES IN THE URBAN ENVIRONMENT, THE LOS ALAMITOS CITY COUNCIL APPOINTED AN EIGHTEEN MEMBER AD HOC COMMITTEE TO REVIEW, EVALUATE AND RECOMMEND A PARKWAY TREE POLICY FOR THE CITY. THE POLICY WILL ADDRESS THE PLANNING, DEVELOPMENT, MANAGEMENT AND PROMOTION OF THE CITY'S URBAN FOREST RESOURCES.
- TREES PLANTED IN ANY CITY MUST ENDURE DEMANDING URBAN CONDITIONS AND GENERALLY REQUIRE CONSIDERABLE ATTENTION AND CARE; HOWEVER, THE PROFOUND BENEFITS OF A WELL-MANAGED URBAN FOREST OUTWEIGH THE ATTENDANT COST.

- BENEFITS OF TREES IN THE URBAN SETTING:
 - PRODUCE OXYGEN;
 - SEQUESTER CARBON, WHICH REDUCES THE APPARENT GREENHOUSE EFFECT;
 - REDUCE NOISE POLLUTANTS THROUGH ABSORPTION;
 - REDUCE ENERGY CONSUMPTION BY PROVIDING SHADE IN THE SUMMER AND INSULATION IN THE WINTER;
 - ABSORB WINDS AND TURBULENCE;
 - RECYCLES NUTRIENTS;
 - PROVIDE HABITAT AND FOOD FOR URBAN WILDLIFE;
 - PREVENT EROSION;
 - ADD TO THE RESALE VALUE OF RESIDENTIAL AND COMMERCIAL PROPERTY
 - BRING UTILITY AND CHARACTER TO CITY STREETS;
 - SOFTEN THE HARD APPEARANCE OF OUR CONCRETE CITIES.
 - PROVIDE A SENSE OF HISTORY AND CONTINUITY TO A NEIGHBORHOOD;

- TODAY, THERE ARE APPROXIMATELY 1,400 PARKWAY TREES IN THE CITY OF LOS ALAMITOS, FAR BELOW THE RECOMMENDED LEVEL FOR COMPARABLY SIZED CITIES. WITHIN THOSE 1,400 ARE 52 DIFFERENT VARIETIES OF TREES, YET THE EXISTING **APPROVED TREE LIST** ONLY ALLOWS FOR 24 DIFFERENT VARIETIES.
- LACKING A **PARKWAY TREE MASTER PLAN**, THE CITY'S INVENTORY OF TREES EVOLVED OVER THE PAST 50 YEARS. MANY OF THE ORIGINAL TREES PLANTED IN THE PARKWAYS HAVE SINCE BEEN REMOVED. THE AVERAGE CITY REMOVES FOUR TREES FOR EVERY ONE TREE IT PLANTS AND LOS ALAMITOS APPEARS TO BE AMONG THE AVERAGE. THERE IS AN ABSENCE OF PARKWAY TREES IN MANY OF THE CITY'S NEIGHBORHOODS BUT IN SOME THERE IS AN ABUNDANCE OF TREES, JUST THE WRONG SPECIES FOR THE URBAN SETTING. THERE ARE PLANTS, SHRUBS AND OBSTACLES THAT EXIST IN THE CITY'S PARKWAYS THAT ARE HAZARDOUS TO THE GROWTH OF SURROUNDING TREES AS WELL AS DANGERS TO PEDESTRIAN AND VEHICULAR TRAFFIC.
- MOST RESIDENTS ARE NOT FAMILIAR WITH THE CITY'S **TREE ORDINANCE** AND MANY ARE UNAWARE OF AND CONFUSED BY THE CITY'S OWNERSHIP OF PARKWAYS.

- IN MANY CASES RESIDENTS, THROUGH LACK OF AWARENESS, MISUSE THE PARKWAY AND PLACE UNDO HARDSHIP ON THE HEALTH, DEVELOPMENT AND WELFARE OF PARKWAY TREES.
- URBAN FORESTATION IS A RECENT TECHNOLOGY THAT INCLUDES MANY NEW VARIETIES OF TREES SPECIFICALLY DEVELOPED TO COPE WITH THE HEAVY POLLUTANTS, CONFINED GROWING AREAS, ABUSIVE CARE, ETC. OF THE CITY ENVIRONMENT.
- THE URBAN FORESTERS ARE SO FIRM IN THEIR CONVICTIONS THAT THEY HAVE MADE **FUNDING** AVAILABLE THROUGH GRANTS AND TRUSTS TO CITIES LIKE LOS ALAMITOS TO SUPPORT DEDICATED FORESTRY PROGRAMS.
- WE NOW NEED TO MAKE AN ALL OUT EFFORT TO INTRODUCE, DEVELOP, MANAGE AND MAINTAIN A FORESTATION PROGRAM FOR THE FUTURE OF LOS ALAMITOS.

-----THE PROGRAM-----

- TO MEET THE RECOMMENDED LEVELS OF URBAN FORESTATION FOR A CITY THE SIZE OF LOS ALAMITOS THERE IS A NEED FOR APPROXIMATELY 840 NEW PARKWAY TREES.
- DUE TO THE QUANTITY OF TREES REQUIRED, THE PROGRAM SHOULD SPAN AT LEAST SEVEN YEARS. APPROXIMATELY 120 TREES WILL NEED TO BE PLANTED ANNUALLY. THIS INCLUDES THE REPLACEMENT OF 340 TREES THAT NEED TO BE REMOVED BECAUSE OF AGING OR ARE UNFIT FOR THE PARKWAY ENVIRONMENT. A SEVEN YEAR PROGRAM GIVES A REASONABLE CROSS SECTION OF TREE MATURITY WITHIN THE CITY AND WILL NOT BURDEN FUTURE GENERATIONS WITH ALL-AT-ONE-TIME FORESTATION REPLACEMENT. THIS ALSO MAKES FUNDING THE PROGRAM MORE MANAGEABLE AND ALLOWS TIME TO MAKE THE PUBLIC AWARE OF THE BENEFITS TO THEM OF A SUCCESSFUL URBAN FORESTATION PROGRAM.

- IN THE INTRODUCTION, FIVE SUBJECTS WERE HIGHLIGHTED. THE COMMITTEE FELT THAT THESE ARE THE MOST IMPORTANT ELEMENTS TO A SUCCESSFUL PARKWAY TREE PROGRAM. THOSE FIVE ELEMENTS ARE:

- APPROVED TREE LIST (REV.);
- PARKWAY TREE MASTER PLAN;
- TREE ORDINANCE (REV.);
- PROGRAM FUNDING; AND
- PUBLIC AWARENESS PROGRAM

~~-----APPROVED TREE LIST (REV.)-----~~

- THE APPROVED TREE LIST WAS UPDATED TO INCORPORATE THE RECOMMENDATIONS OF A RENOWNED URBAN FORESTER. THE LIST INTRODUCES NEW TREES DEVELOPED SPECIFICALLY FOR URBAN USE. IT REMOVES TREES WHICH ARE NOW KNOWN TO CAUSE DAMAGE TO THE CITY'S HARDSCAPE, CAN BE A HAZARD TO PUBLIC SAFETY OR REQUIRE AN INORDINATE AMOUNT OF CARE. THE APPROVED TREE LIST IS DIVIDED INTO THREE CATEGORIES BASED ON THE GROWING DIMENSIONS OF THE ROOT SYSTEM. EACH CATEGORY ACCOMMODATES TREES FOR THE CITY'S 7', 5', OR 3' PARKWAYS.

- THE APPROVED TREE LIST WILL BE A LIVING DOCUMENT SUBJECT TO PERIODIC REVIEW AND CHANGE AS DEEMED APPROPRIATE.

-----PARKWAY TREE MASTER PLAN-----

- THE PARKWAY TREE MASTER PLAN WAS DEVELOPED WITH THE HELP OF A RENOWNED SPECIALIST IN ARBORICULTURE AND URBAN FORESTATION. EACH RESIDENCE ON EACH STREET IN EACH NEIGHBORHOOD WAS REVIEWED ON-SITE TO MAXIMIZE THE BENEFITS OF THE TREE PROGRAM.
- THIS DOCUMENT OUTLINES THE TOPOGRAPHY OF ALL TEN OF THE CITIES NEIGHBORHOODS. IN ADDITION TO PROPERTY LINES, IT DEFINES THE LOCATION OF DRIVEWAYS, UNDERGROUND UTILITIES, EMERGENCY EQUIPMENT, STREET LIGHTS, TRAFFIC SIGNS AND SIGNALS, EXISTING PARKWAY TREES (INCLUDING SPECIES) AND TREES ON PRIVATE PROPERTY (INCLUDING SPECIES) WHICH COULD IMPACT THE PARKWAY TREE PROGRAM. THE MASTER PLAN DESIGNATES WHERE NEW TREES SHOULD BE PLANTED AND A CHOICE OF SPECIES BASED ON THE SURROUNDING ENVIRONMENT. THE CHOICE IS DIVIDED INTO TWO CATEGORIES, EVERGREEN OR DECIDUOUS, AND AT LEAST TWO DIFFERENT

VARIETY OF TREE IN EACH OF THE TWO CATEGORIES. THIS ALLOWS RESIDENCES A CHOICE IN THE BEAUTIFICATION OF THEIR NEIGHBORHOOD.

- IN ADDITION, THE PARKWAY TREE MASTER PLAN NOTES EXISTING TREES WHICH SHOULD BE REMOVED AND THE LOCATION OF REPLACEMENT TREES, IF ANY. THERE ARE CERTAIN CIRCUMSTANCES WHERE PLANTING A REPLACEMENT TREE WILL NOT BE PRACTICAL BECAUSE A REPLACEMENT TREE WOULD INTERFERE WITH THE VISIBILITY AT INTERSECTIONS, TRAFFIC SIGNS OR SIGNALS, EMERGENCY EQUIPMENT, ILLUMINATION FROM STREETLIGHTS, ETC.
- AT THE TIME OF TREE REMOVAL EXISTING DAMAGE TO HARDSCAPE IN THE SURROUNDING AREAS SHOULD BE REPAIRED OR REPLACED. THESE EXISTING AREAS ARE SO NOTED ON THE MASTER PLAN.
- BY REDUCING THE NUMBER OF HIGH MAINTENANCE AND DAMAGE CAUSING TREES, THE ATTENDANT RECURRENT EXPENSE CAN BE DIVERTED TO THE ENHANCEMENT OF THE CITY'S FORESTATION.
- NOT NOTED ON THE MASTER PLAN PRESENTLY IS THE TIMING OR PHASING OF THE PLANTING AND/OR TREE REMOVAL. THROUGH THE PUBLIC AWARENESS PROGRAM THE COMMITTEE WILL HAVE A BETTER UNDERSTANDING OF DESIRES OF THE RESIDENCE. ARMED WITH THAT INFORMATION THE COMMITTEE WILL

DEVELOP THE MASTER PLAN TIMING. IT IS INTENDED THAT EACH OF THE 10 NEIGHBORHOODS BE TREATED EQUALLY.

- THE CITY WILL LIKELY BE THE SOURCE OF FUNDING FOR THE INTRODUCTION OF THE PARKWAY TREE PROGRAM. THEREFORE, YEAR ONE WILL FOCUS PRIMARILY ON PLANTING, PARTICULARLY WHERE A SHORTAGE OF TREES EXIST AND WHERE RESIDENCE HAVE ALREADY INDICATED AN INTEREST IN PARKWAY TREES.
- IT IS ANTICIPATED THAT A FEW RESIDENTS, WHO HAVE TREES THAT ARE NO LONGER INCLUDED ON THE APPROVED TREE LIST (REV.) AND THAT ARE CLASSIFIED AS HAZARDOUS OR HIGH MAINTENANCE, WILL OBJECT TO HAVING THEIR PARKWAY TREE REMOVED. THOSE RESIDENTS SHOULD BE GIVEN THE ALTERNATIVE OF BEING FINANCIALLY RESPONSIBLE FOR THE COST TO THE CITY OF ADDITIONAL MAINTENANCE TO THE PARKWAY TREE, HARDSCAPE, UTILITY LINES OR ANY LIABILITY EXPOSURE TO THE CITY.
- FOR RESIDENTS WHO WANT TO RETAIN THEIR PARKWAY TREE THAT IS NOT ON THE THEN CURRENT APPROVED TREE LIST BUT IS NOT CAUSING DAMAGE TO HARDSCAPE, SERVICE LINES OR IS NOT HIGH MAINTENANCE, THAT TREE WILL BE

“GRANDFATHERED”. HOWEVER, UPON THE NATURAL DECLINE OF THE TREE, IT WILL BE REPLACED WITH A TREE ON THE THEN CURRENT APPROVED TREE LIST.

- RESIDENTS WHOSE PARKWAY HAS BEEN ALTERED SO AS TO PRECLUDE THE PLANTING OF, OR WHICH ENDANGERS THE DEVELOPMENT OF A PARKWAY TREE, WILL BEAR ALL COSTS ASSOCIATED WITH REMOVAL OF SUCH OBSTACLE(S).
- THE PARKWAY TREE MASTER PLAN WILL BE A LIVING DOCUMENT SUBJECT TO PERIODIC REVIEW AND CHANGES AS DEEMED APPROPRIATE.

-----TREE ORDINANCE (REV.)-----

- THE TREE ORDINANCE IS STILL IN COMMITTEE HOWEVER IT SHOULD BE AVAILABLE FOR COUNCIL’S CONSIDERATION WITHIN TWO TO THREE WEEKS.
- THE PARKWAY TREE ORDINANCE WAS REVISED TO:
 - INCORPORATE THE INTENT OF THE PARKWAY TREE PROGRAM,
 - PROVIDE GREATER CLARITY AND MORE DEFINITION AND CONTROL;
 - PROVIDE FOR A GOVERNING BODY, YET TO BE DETERMINED, THAT WILL OVERSEE THE IMPLEMENTATION AND MANAGEMENT OF THE PROGRAM, ADDRESS QUESTIONS AND RULE ON ISSUES OF CONCERN PERTAINING TO

MATTERS OF PARKWAY USAGE AND PARKWAY TREES, INCLUDING THEIR MAINTENANCE.

-----PROGRAM FUNDING-----

- THE UNIT COST, IN 1999 \$'S, TO PURCHASE AND PLANT A 15 GALLON PARKWAY TREE IS APPROXIMATELY \$75. ASSUMING 840 TREES ARE PLANTED OVER A SEVEN YEAR PERIOD, THE COST, IN 1999 \$'S, IS APPROXIMATELY \$63,000. REMOVING A TREE IS ESTIMATED TO COST \$250. THERE ARE AT LEAST 340 TREES TO BE REMOVED TIMES \$250. THEREFORE, THE COST IN 1999 \$'S FOR TREE REMOVAL IS APPROXIMATELY \$85,000.
- THE INITIAL COST OF THE CITY'S FORESTATION PROGRAM IS ESTIMATED TO BE \$150,000. THIS DOES NOT INCLUDE THE ONGOING MAINTENANCE OF EXISTING OR THE NEW PLANTINGS, WHICH NEED TO BE ADDRESSED WITH THE ANNUAL BUDGET. IN ADDITION, THIS DOES NOT INCLUDE THE COST OF HARDSCAPE REPLACEMENT OR REPAIR THAT IS ESTIMATED AT THIS TIME TO EXCEED \$800,000.
- THE EXISTING TREE ORDINANCE REQUIRES RESIDENTS TO PAY FOR THE PLANTING AND REMOVAL OF PARKWAY TREES. THE SUCCESS OF THIS PLAN CAN NOT DEPEND ON THAT SOURCE FOR FUNDING. THE PROGRAM WILL NEED

TO BE FUNDED FROM OUTSIDE SOURCES. ALTHOUGH THERE MAY BE DONATIONS FROM RESIDENTS, CIVIC ORGANIZATIONS AND LOCAL BUSINESSES, THE BULK OF THE FUNDING WILL COME FROM FEDERAL, STATE, AND PRIVATE GRANTS AND TRUSTS.

-----PUBLIC AWARENESS-----

- A PUBLIC AWARENESS PROGRAM IS ESSENTIAL TO THE SUCCESS OF THE PARKWAY TREE PROGRAM. PARKWAY TREES CAN BE A VERY VOLATILE SUBJECT WITH MANY OF THE LOCAL RESIDENTS. THIS HAS BEEN DEMONSTRATED ANNUALLY DURING THE TREE TRIMMING PERIOD. IT WILL BE NECESSARY TO INFORM AND EDUCATE THE RESIDENTS AND ADDRESS THEIR FEEDBACK.
- THE PUBLIC AWARENESS PROCESS WOULD BEGIN WITH TV, NEWSPAPERS, DOOR FLIERS, SURVEYS, NEIGHBORHOOD MEETINGS, ETC. COMMITTEE MEMBERS WILL PLAY A KEY ROLE IN THE AWARENESS PROCESS AS WELL AS ACTING AS FACILITATORS BETWEEN THE INDIVIDUAL NEIGHBORHOODS AND THE PROGRAM.
- PUBLIC AWARENESS SHOULD CONTINUE OVER THE COURSE OF THE PROGRAM'S LIFE. THIS CONTINUING PROCESS CAN BE ACCOMPLISHED BY CONSTANT

REMINDERS IN NEWSPAPERS, LETTERS, ETC. IT IS RECOMMENDED THE CITY CONSIDER ADOPTING AN ANNUAL "ARBOR DAY". THIS COULD BE CARRIED INTO THE SCHOOL SYSTEM WITH ANNUAL TREE PLANTINGS ON CAMPUSES, IN PARKS ETC. A MASCOT COULD BE INTRODUCED TO REPRESENT THE TREE PROGRAM AT CITY FUNCTIONS, SUCH AS THE ANNUAL 5K/10K RUN, BAND IN THE PARK, CONCERT ON THE GREEN, ETC. IN ADDITION THE MASCOT COULD ACCOMPANY REPRESENTATIVES FROM THE TREE PROGRAM AT CIVIC ORGANIZATION EDUCATIONAL AND FUNDRAISING MEETINGS.

CITY OF LOS ALAMITOS
APPROVED TREE LIST
 (organized by parkway width ranges- 5/19/98)

7' PARKWAY WIDTH
 (MEDIUM-TO-LARGE TREES)

5' - 6.5' PARKWAY WIDTH
 (SMALL-TO-MEDIUM TREES)

2.5' - 4' PARKWAY WIDTH
 (SMALL TREES ONLY)

Bischofia javanica
 TOOG

Cupaniopsis anacardioides
 CARROTWOOD

Eucalyptus sideroxylon
 RED (PINK) IRONBARK

Eucalyptus maculata
 SPOTTED GUM

Ginkgo biloba
 MAIDENHAIR TREE

Jacaranda mimosifolia
 JACARANDA

Koelreuteria bipinnata
 CHINESE FLAME

Platanus X acerifolia
 LONDON PLANE (cultivars)

Quercus virginiana
 SOUTHERN LIVE OAK

Tristania conferta
 BRISBANE BOX

Zelkova serrata
 SAWLEAF ZELKOVA
 (cultivars)

Agonis flexuosa
 PEPPERMENT TREE

Eleocarpus decipiens
 JAPANESE BLUEBERRY TREE

Geijera parviflora
 AUSTRALIAN WILLOW

Melaleuca quinquinervia
 CAJEPUT

Metrosideros excelsus
 NEW ZEALAND XMAS TREE

Podocarpus macrophyllus
 YEW PINE

Pyrus kawakami
 EVERGREEN PEAR

Sapium sebiferum
 CHINESE TALLOW

Cercis occidentalis
 WESTERN REDBUD (cultivars)

Chionanthus retusus
 CHINESE FRINGE TREE

Hymenosporum flavum
 SWEETSHADE

Lagerstroemia indica
 CRAPE MYRTLE (cultivars)

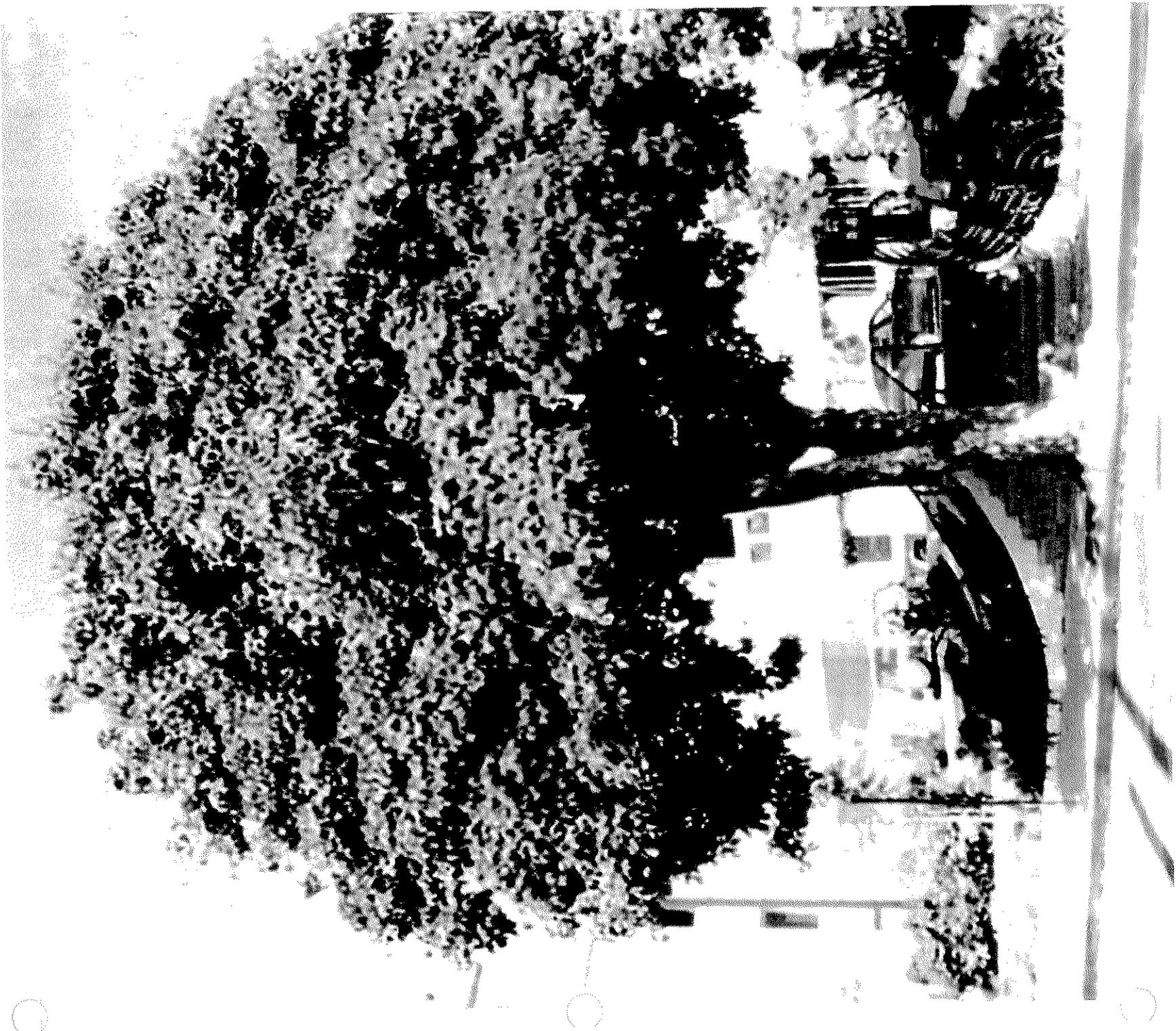
Michelia champaca
 FRAGRANT MICHELIA

Stenocarpus sinuatus
 FIREWHEEL TREE

Tristania laurina
 TRISTANIA

APPROVED TREE LIST (REV.)

- RECOMMENDED APPROVED TREE LIST WITH DESCRIPTIONS AND PICTURES.
- EXISTING APPROVED TREE LIST
- EXISTING PARKWAY TREE SPECIES
- EXISTING PRIVATE PROPERTY TREE SPECIES IMPACTING THE PARKWAY TREE MASTER PLAN



TREE SELECTION FOR 7' PARKWAY WIDTH

(MEDIUM-TO-LARGE TREES)

BOTANICAL name *Cupaniopsis anacardioides*
COMMON NAME CARROTWOOD

DIMENSIONS (Fully Grown)

- Height: 40'
- Foliage Circumference: 40'

CHARACTERISTICS

- Foliage: evergreen, fruit liter
- Wood: hard
- Aggressiveness of Roots: high
- Growth Rate (per year): 2-3 Feet years 1-3
2-3 Feet years 4-8
25 Years to maximum

GENERAL MAINTENANCE

- City: high
- Resident: moderate
- Water requirements: normal lawn

COSTS

- Trees: Initial purchase \$95.00 15 gal. \$195 24" box
 Youth \$39.00 yrs 1-5 per 3-year cycle
 Mature \$39.00 Yrs 6+ per 3-year cycle
- General \$ Average per year for life
(curbs, sidewalks, water source, sewer lines, etc.)

POPULARITY

- Quantity in Los Alamitos: 179
- In surrounding communities: many
- Availability: common in 15gal and 24" box



TREE SELECTION FOR 7' PARKWAY WIDTH

(MEDIUM-TO-LARGE TREES)

BOTANICAL name *Eucalyptus sideroxylon*
COMMON NAME RED (PINK) IRONBARK

DIMENSIONS (Fully Grown)

- Height: 60'
- Foliage Circumference: 40'

CHARACTERISTICS

- Foliage: evergreen, moderately messy
- Wood: hard
- Aggressiveness of Roots: low for large size
- Growth Rate (per year): 2-3 Feet years 1-3
2-3 Feet years 4-8
30 Years to maximum

GENERAL MAINTENANCE

- City: normal
- Resident: normal
- Water requirements: drought resistant

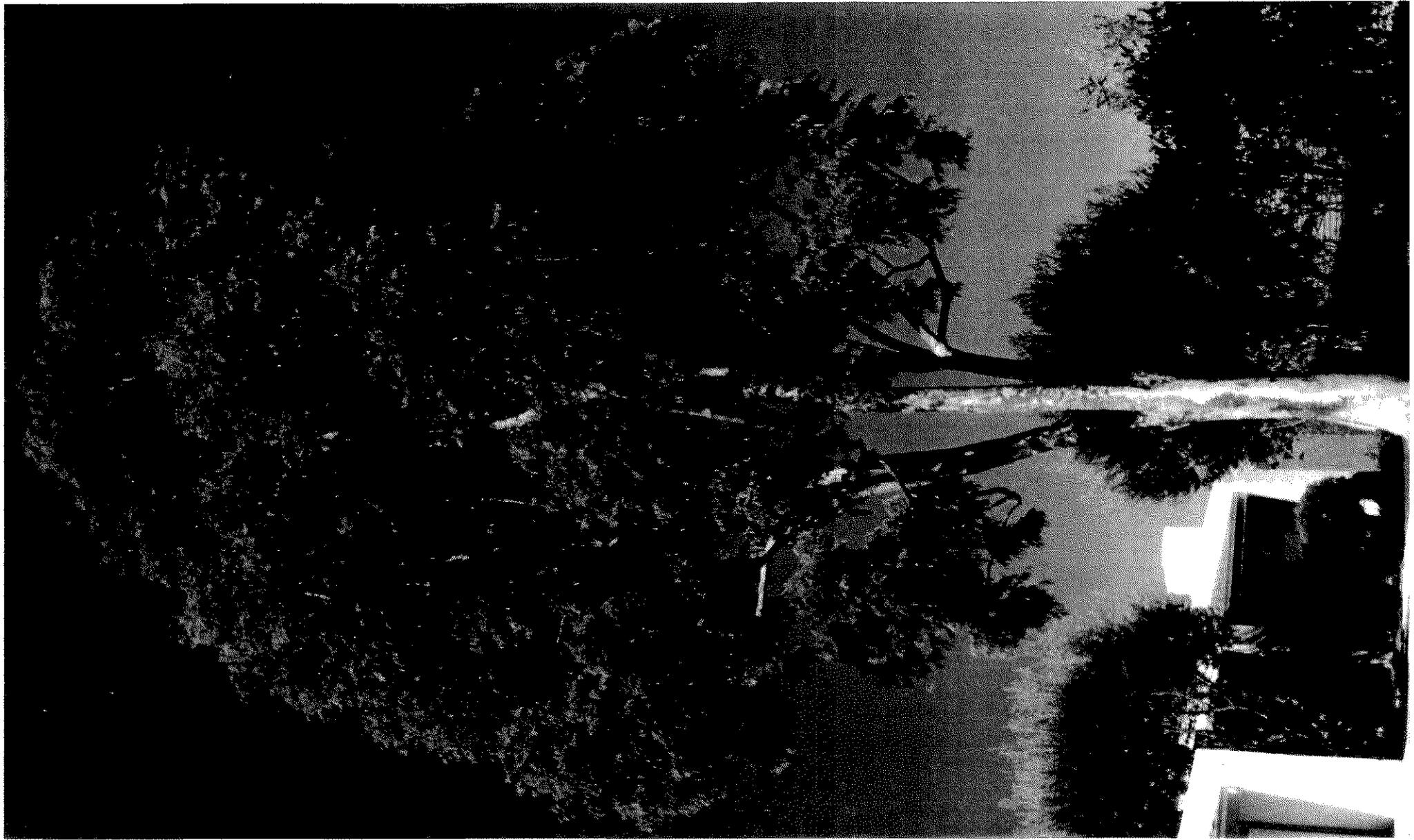
COSTS

- Trees: Initial purchase \$95.00 15 gal. \$195 24" box
 Youth \$39.00 yrs 1-5 per 3-year cycle
 Mature \$39.00 Yrs 6+ per 3-year cycle
- General \$ Average per year for life
(curbs, sidewalks, water source, sewer lines, etc.)

POPULARITY

- Quantity in Los Alamitos: 0
- In surrounding communities: many
- Availability: common in 15gal and 24" box





TREE SELECTION FOR 7' PARKWAY WIDTH

(MEDIUM-TO-LARGE TREES)

BOTANICAL name *Ginkgo biloba*
COMMON NAME MAIDENHAIR TREE [GRAFTED MALES ONLY]

DIMENSIONS (Fully Grown)

- Height: 60'
- Foliage Circumference: 40'

CHARACTERISTICS

- Foliage: deciduous, showy but messy in fall
- Wood: moderately soft
- Aggressiveness of Roots: low
- Growth Rate (per year): 1-2 Feet years 1-3
1-2 Feet years 4-8
40 Years to maximum

GENERAL MAINTENANCE

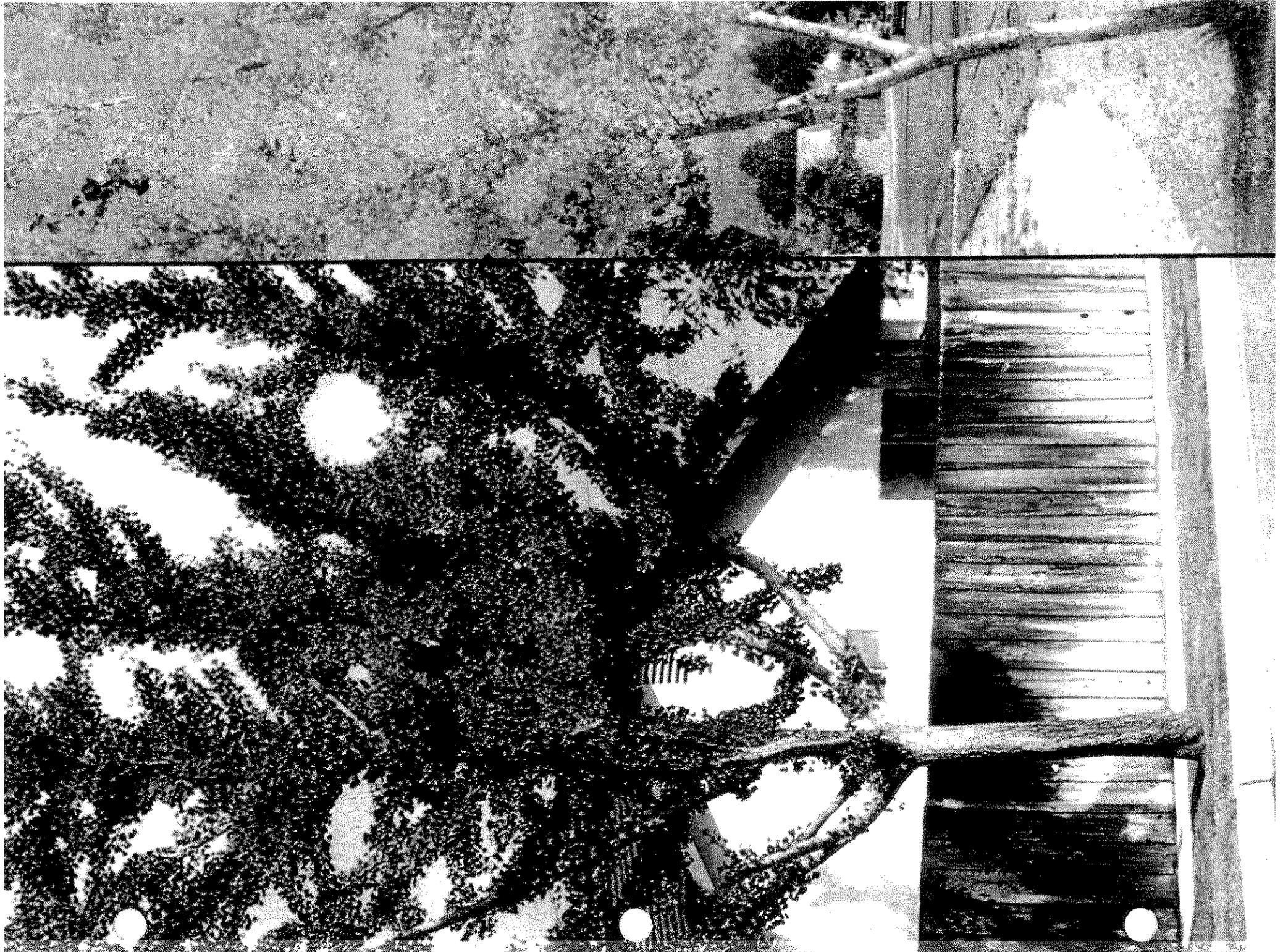
- City: low
- Resident: low
- Water requirements: irrigate

COSTS

- Trees: Initial purchase \$95.00 15 gal. \$195 24" box
 Youth \$39.00 yrs 1-5 per 3-year cycle
 Mature \$39.00 Yrs 6+ per 3-year cycle
- General \$ Average per year for life
(curbs, sidewalks, water source, sewer lines, etc.)

POPULARITY

- Quantity in Los Alamitos: 0
- In surrounding communities: common
- Availability: common in 15gal and 24" box





TREE SELECTION FOR 7' PARKWAY WIDTH

(MEDIUM-TO-LARGE TREES)

BOTANICAL name *Koelreuteria bipinnata*
COMMON NAME CHINESE FLAME

DIMENSIONS (Fully Grown)

- Height: 50'
- Foliage Circumference: 50'

CHARACTERISTICS

- Foliage: deciduous, moderately messy
- Wood: moderately hard
- Aggressiveness of Roots: low for size
- Growth Rate (per year): 2-3 Feet years 1-3
2-3 Feet years 4-8
20 Years to maximum

GENERAL MAINTENANCE

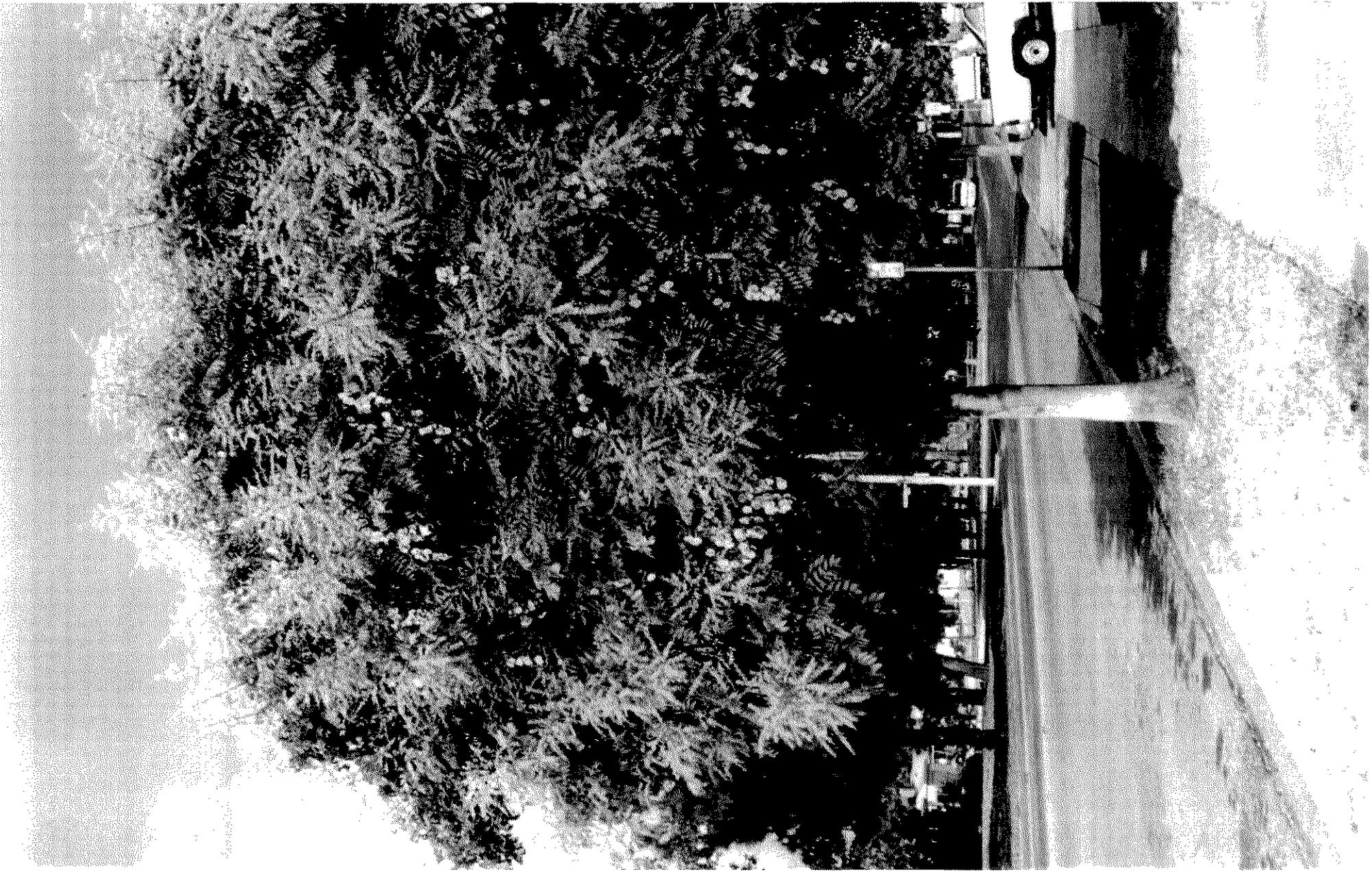
- City: normal
- Resident: normal
- Water requirements: normal lawn

COSTS

- Trees: Initial purchase \$95.00 15 gal. \$195 24" box
 Youth \$39.00 yrs 1-5 per 3-year cycle
 Mature \$39.00 Yrs 6+ per 3-year cycle
- General \$ Average per year for life
(curbs, sidewalks, water source, sewer lines, etc.)

POPULARITY

- Quantity in Los Alamitos: 39
- In surrounding communities: many
- Availability: common in 15gal and 24" box





TREE SELECTION FOR 7' PARKWAY WIDTH (MEDIUM-TO-LARGE TREES)

BOTANICAL name *Quercus virginiana*
COMMON NAME SOUTHERN LIVE OAK

DIMENSIONS (Fully Grown)

- Height: 60'
- Foliage Circumference: 100'

CHARACTERISTICS

- Foliage: evergreen, moderately messy
- Wood: hard
- Aggressiveness of Roots:
- Growth Rate (per year): 2-3 Feet years 1-3
2-3 Feet years 4-8
100 Years to maximum

GENERAL MAINTENANCE

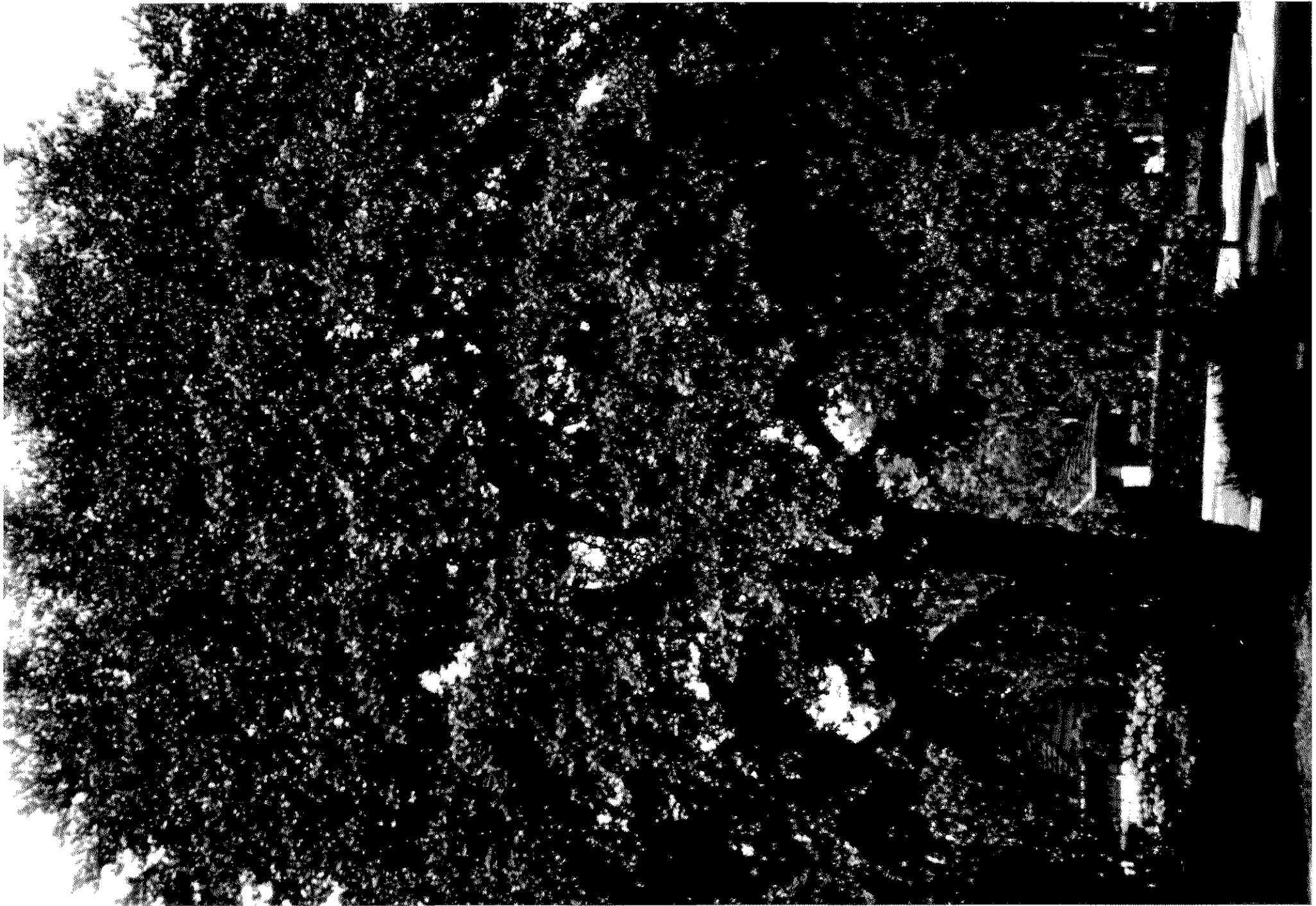
- City: normal
- Resident: low
- Water requirements: normal lawn

COSTS

- Trees: Initial purchase \$95.00 15 gal. \$195 24" box
 Youth \$39.00 yrs 1-5 per 3-year cycle
 Mature \$39.00 Yrs 6+ per 3-year cycle
- General \$ Average per year for life
(curbs, sidewalks, water source, sewer lines, etc.)

POPULARITY

- Quantity in Los Alamitos: 0
- In surrounding communities: few
- Availability: not common



TREE SELECTION FOR 7' PARKWAY WIDTH

(MEDIUM-TO-LARGE TREES)

BOTANICAL name *Tristania conferta*
COMMON NAME BRISBANE BOX

TREE DESCRIPTION

DIMENSIONS (Fully Grown)

- Height: 60'
- Foliage Circumference: 40'

CHARACTERISTICS

- Foliage: evergreen, clean
- Wood: hard
- Aggressiveness of Roots:
- Growth Rate (per year): 2-3 Feet years 1-3
2-3 Feet years 4-8
30 Years to maximum

GENERAL MAINTENANCE

- City: normal
- Resident: low
- Water requirements: drought resistant

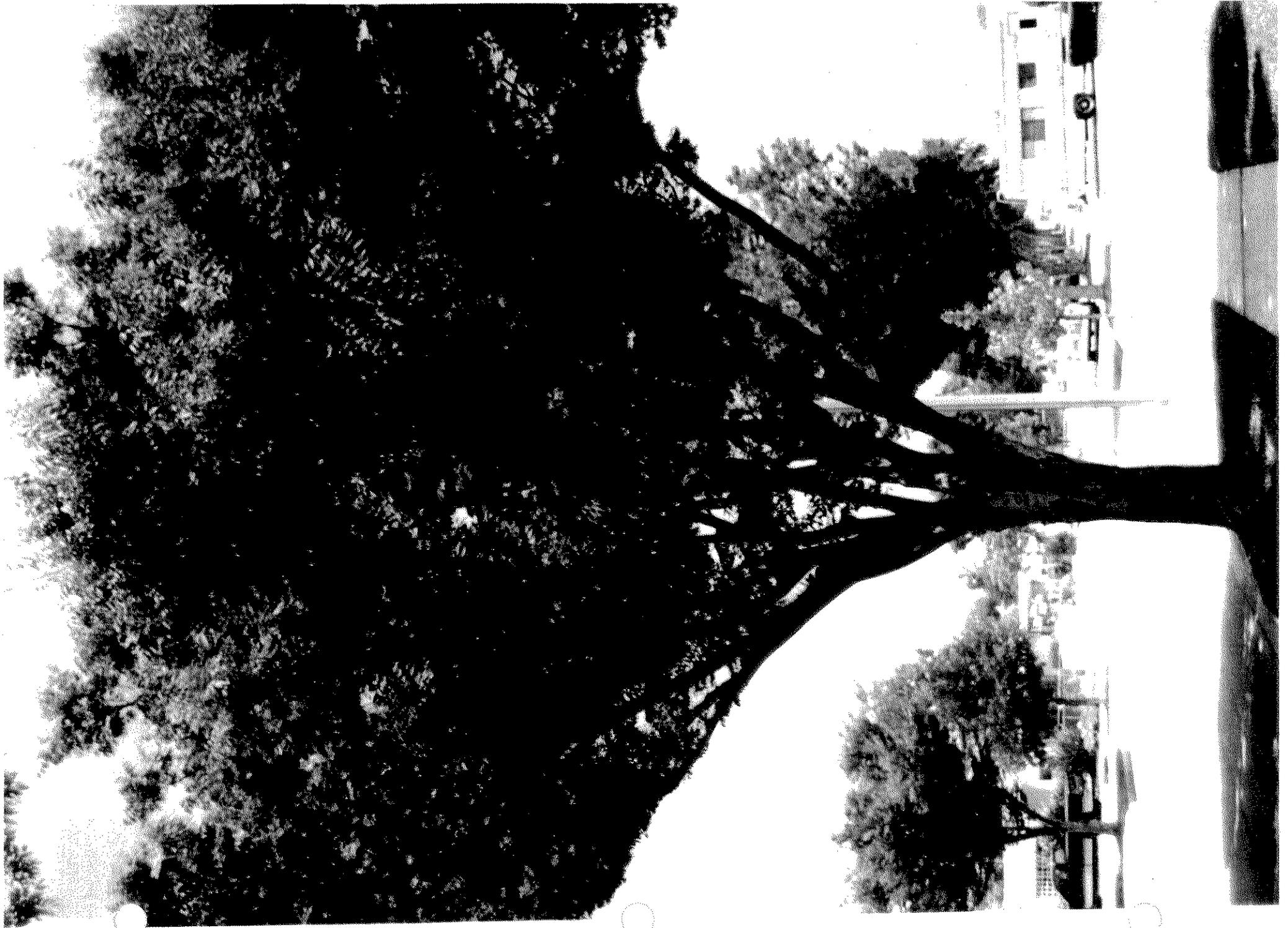
COSTS

- Trees: Initial purchase \$95.00 15 gal. \$195 24" box
 Youth \$39.00 yrs 1-5 per 3-year cycle
 Mature \$39.00 Yrs 6+ per 3-year cycle
- General \$ Average per year for life
(curbs, sidewalks, water source, sewer lines, etc.)

POPULARITY

- Quantity in Los Alamitos: 8
- In surrounding communities: many
- Availability: 15 gal good, becoming limited due to popularity





TREE SELECTION FOR 5' - 6.5' PARKWAY WIDTH

(SMALL-TO-MEDIUM TREES)

BOTANICAL name *Agonis flexuosa*
COMMON NAME PEPPERMENT TREE

DIMENSIONS (Fully Grown)

- Height: 35'
- Foliage Circumference: 35'

CHARACTERISTICS

- Foliage: evergreen, clean
- Wood: hard
- Aggressiveness of Roots: low
- Growth Rate (per year): 2-3 Feet years 1-3
2-3 Feet years 4-8
30 Years to maximum

GENERAL MAINTENANCE

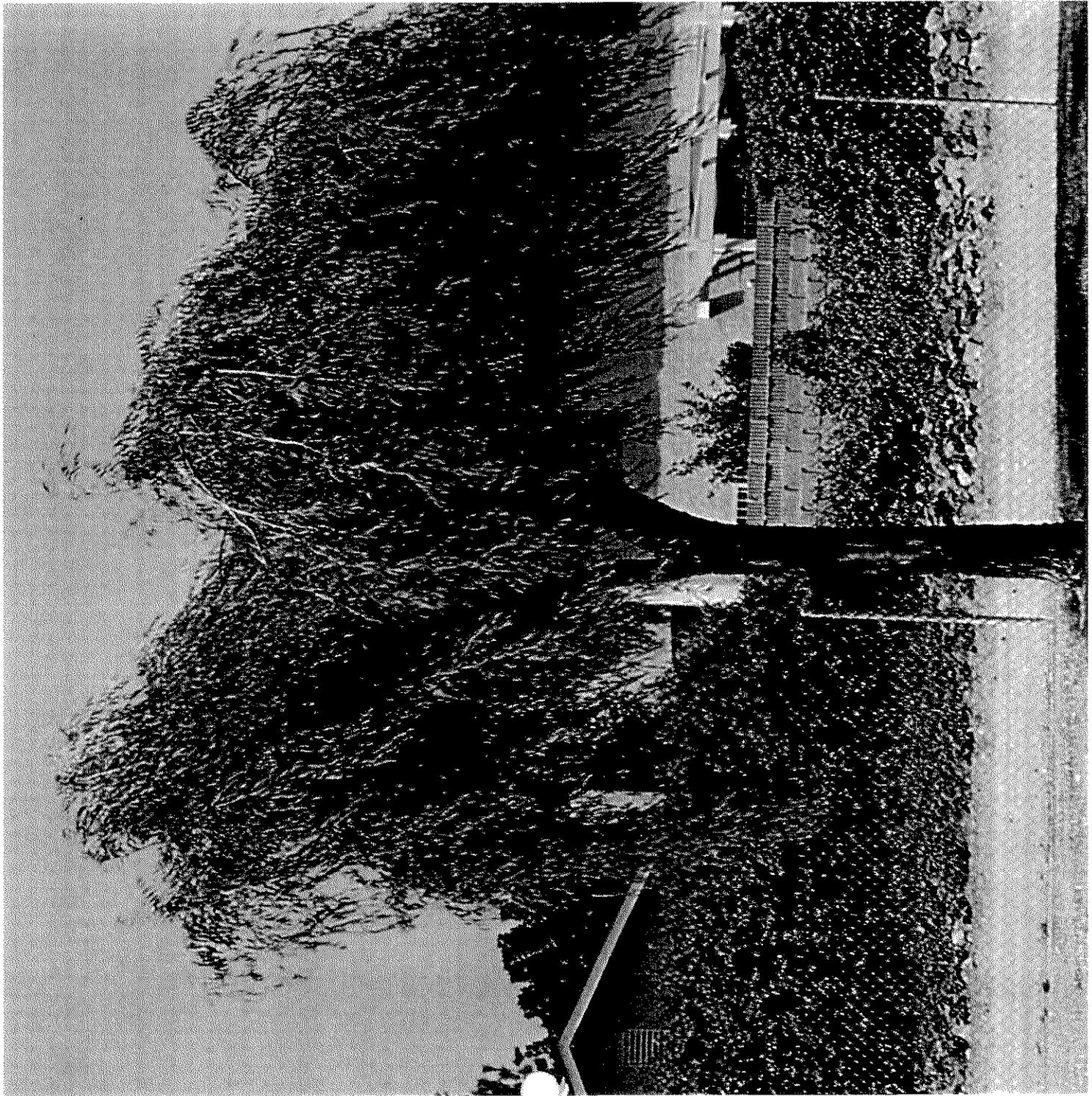
- City: normal
- Resident: low
- Water requirements: drought resistant

COSTS

- Trees: Initial purchase \$95.00 15 gal. \$195 24" box
 Youth \$39.00 yrs 1-5 per 3-year cycle
 Mature \$39.00 Yrs 6+ per 3-year cycle
- General \$ Average per year for life
(curbs, sidewalks, water source, sewer lines, etc.)

POPULARITY

- Quantity in Los Alamitos: 0
- In surrounding communities: few
- Availability: common in 15gal and 24" box





TREE SELECTION FOR 5' - 6.5' PARKWAY WIDTH (SMALL-TO-MEDIUM TREES)

BOTANICAL name *Geijera parviflora*
COMMON NAME AUSTRALIAN WILLOW

DIMENSIONS (Fully Grown)

- Height: 40'
- Foliage Circumference: 25'

CHARACTERISTICS

- Foliage: evergreen, clean
- Wood: moderately soft
- Aggressiveness of Roots: moderate
- Growth Rate (per year): 2-3 Feet years 1-3
3-4 Feet years 4-8
20 Years to maximum

GENERAL MAINTENANCE

- City: low
- Resident: low
- Water requirements: drought resistant

COSTS

- Trees: Initial purchase \$95.00 15 gal. \$195 24" box
 Youth \$39.00 yrs 1-5 per 3-year cycle
 Mature \$39.00 Yrs 6+ per 3-year cycle
- General \$ Average per year for life
(curbs, sidewalks, water source, sewer lines, etc.)

POPULARITY

- Quantity in Los Alamitos: 3
- In surrounding communities: many
- Availability: common in 15gal and 24" box







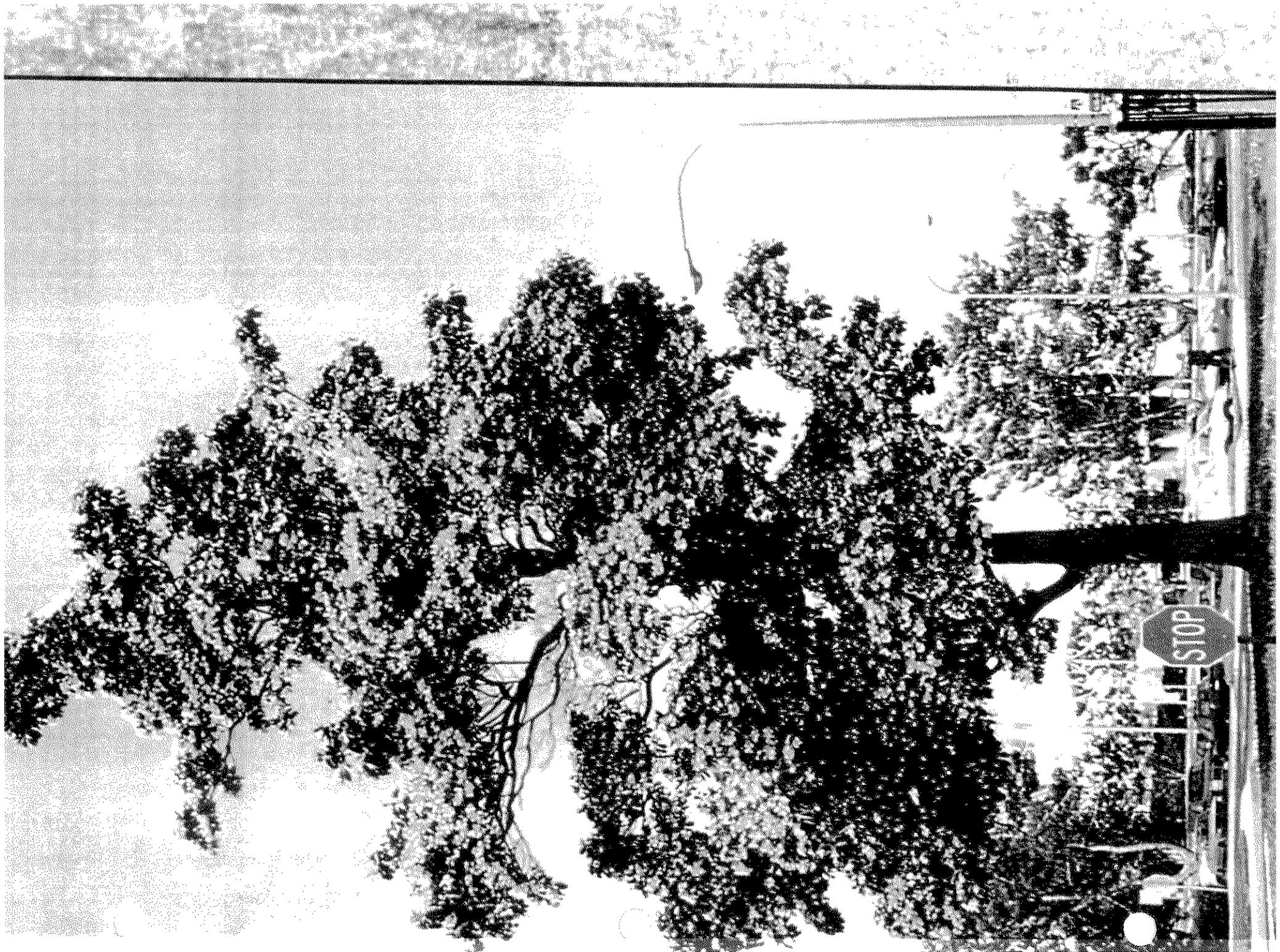














TREE SELECTION FOR 2.5' - 4' PARKWAY WIDTH (SMALL TREES ONLY)

BOTANICAL name *Michelia champaca*
COMMON NAME FRAGRANT MICHELIA

DIMENSIONS (Fully Grown)

- Height: 30'
- Foliage Circumference: 15'

CHARACTERISTICS

- Foliage: evergreen, clean
- Wood: hard
- Aggressiveness of Roots:
- Growth Rate (per year): 1-2 Feet years 1-3
1-2 Feet years 4-8
20 Years to maximum

GENERAL MAINTENANCE

- City: normal
- Resident: low
- Water requirements: normal lawn

COSTS

- Trees: Initial purchase \$market 15 gal. \$market 24" box
 Youth \$39.00 yrs 1-5 per 3-year cycle
 Mature \$39.00 Yrs 6+ per 3-year cycle
- General \$ Average per year for life
(curbs, sidewalks, water source, sewer lines, etc.)

POPULARITY

- Quantity in Los Alamitos: 0
- In surrounding communities: few
- Availability: not common



11/10

TREE SELECTION FOR 2.5' - 4' PARKWAY WIDTH (SMALL TREES ONLY)

BOTANICAL name *Stenocarpus sinuatus*
COMMON NAME FIREWHEEL TREE

DIMENSIONS (Fully Grown)

- Height: 25'
- Foliage Circumference: 15'

CHARACTERISTICS

- Foliage: evergreen, clean
- Wood: hard
- Aggressiveness of Roots:
- Growth Rate (per year): 1-2 Feet years 1-3
1-2 Feet years 4-8
35 Years to maximum

GENERAL MAINTENANCE

- City: low
- Resident: low
- Water requirements: normal lawn

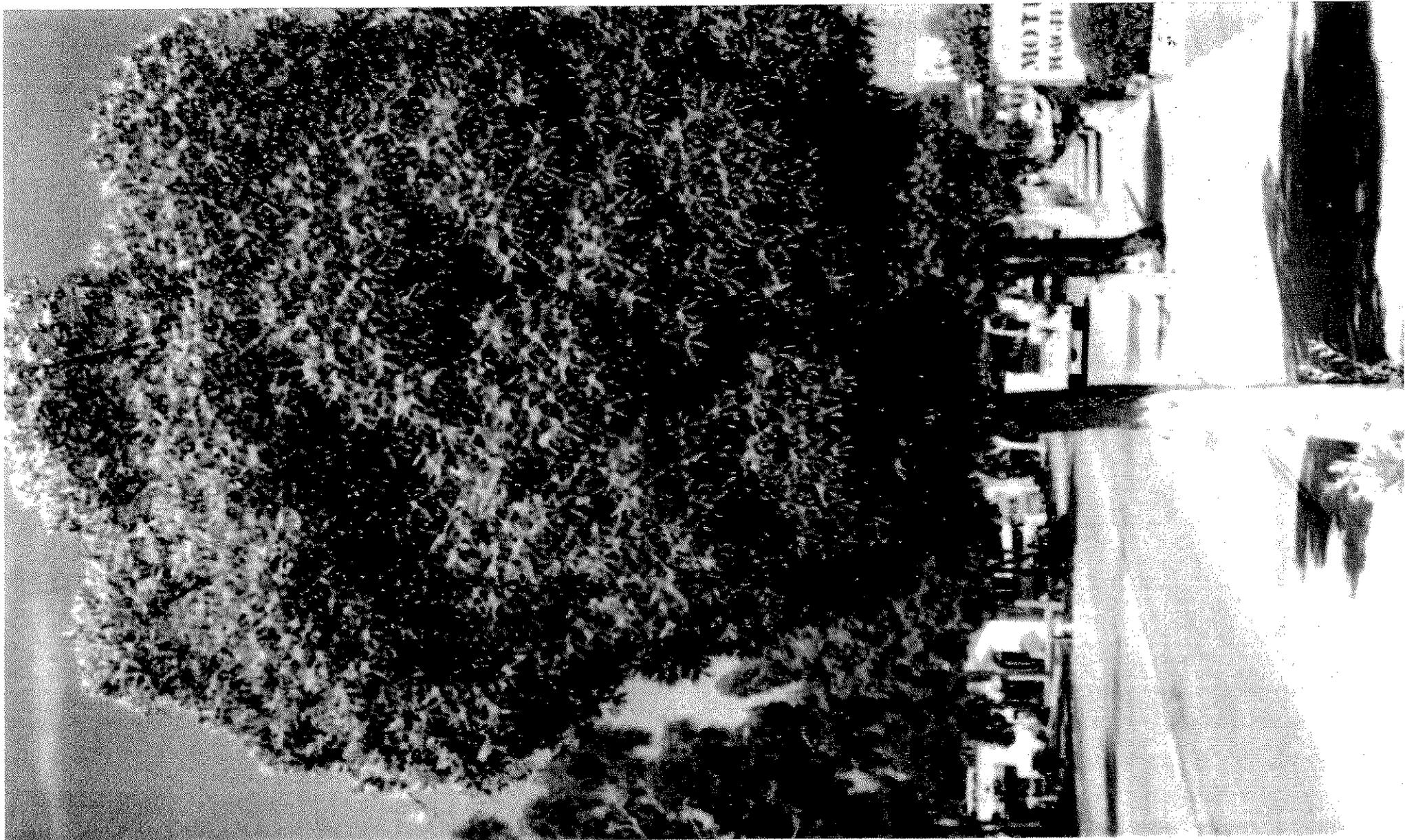
COSTS

- Trees: Initial purchase \$95.00 15 gal. \$195 24" box
 Youth \$39.00 yrs 1-5 per 3-year cycle
 Mature \$39.00 Yrs 6+ per 3-year cycle
- General \$ Average per year for life
(curbs, sidewalks, water source, sewer lines, etc.)

POPULARITY

- Quantity in Los Alamitos: 0
- In surrounding communities: few
- Availability: common in 15gal and 24" box





CITY OF LOS ALAMITOS

Existing Parkway Tree List

Australian Willow	Geijera Parviflora
Brisbane Box	Tristania Conferta
Cajeput	Melaleuca Quinquinervia
Carrotwood	Cupania Anacardioides
Chinese Flame	Koelreuteria Bipinnata
Chinese Tallow	Sapium Sebiferum
Crepe Myrtle	Logerstroemia Indica
Evergreen Pear	Pyrus Kawakami
Jacaranda	Jacaranda Acutifolia
Jacaranda	Jacaranda Mimosifolia
Japanese Blueberry Tree	Eleocarpus Decipiens
London Plane (cultivars)	Platanus X Acerfolia
Morton Bay Chestnut	Castanospermum Australe
New Zealand Christmas Tree	Metrosideros Excelsus
Red (Pink) Ironbark	Eucalyptus Sideroxylon
Southern Live Oak	Quercus Virginiana
Spotted Gum	Eucalyptus Maculata
Sweet Gum	Liquid Ambar
Toog	Bischofia Javanica
Tristania	Tristania Laurina
Western Redbud	Cercis Occidentalis
Yew Pine	Podocarpus Macrophyllus

CITY OF LOS ALAMITOS
TREE SPECIES
Currently in City Parkways

	BOTANICAL	COMMON NAME
1	<i>Acacia baileyana</i>	Bailey Acacia
2	<i>Acacia melanoxylon</i>	Blackwood Acacia
3	<i>Acer saccharinum</i>	Silver Maple
4	<i>Albizia julibrissin</i>	Silk Tree
5	<i>Alnus rhombifolia</i>	White Alder
6	<i>Bauhinia blakeana</i>	Hong Kong Orchid Tree
7	<i>Betula Pendula</i>	European White Birch
8	<i>Brachychiton populneus</i>	Bottle Tree
9	<i>Callistemon citrinus</i>	Lemon Bottle Brush
10	<i>Callistemon viminalis</i>	Weeping Bottle Brush
11	<i>Ceratonia siliqua</i>	Carob
12	<i>Cinnamomum camphora</i>	Campher
13	<i>Cupaniopsis anacardiodes</i>	Carrot Wood
14	<i>Eriobotrya japonica</i>	Loquat
15	<i>Eucalyptus citriodora</i>	Lemon Scented Gum
16	<i>Ficus benjamina</i>	Weeping Chinese Banyan
17	<i>Ficus nitida</i>	Indian Laurel Fig
18	<i>Fraxinus velutina 'modesto'</i>	Modesto Ash
19	<i>Geijera parviflora</i>	Australian Willow
20	<i>Hymenosporum flavum</i>	Sweet Shade
21	<i>Jacaranda mimosaeifolia</i>	Jacaranda
22	<i>Koelreuteria bipinnata</i>	Chinese Flame Tree
23	<i>Lagerstroemia indica</i>	Crape Myrtle
24	<i>Ligustrum japonicum</i>	Japanese Privet
25	<i>Liquidambar styraciflua</i>	American Sweet Gum
26	<i>Liriodendron tulipifera</i>	Tulip Tree
27	<i>Magnolia grandiflora</i>	Southern Magnolia
28	<i>Melaluca quinquenervia</i>	Cajaput Tree
29	<i>Morus alba</i>	Fruitless Mulberry
30	<i>Olea europaea</i>	Olive
31	<i>Parkinsonia aculeata</i>	Mexican Palo Verda
32	<i>Persea americana 'Hass'</i>	Avocado
33	<i>Phoenix roebelenii</i>	Pigmy Date Palm
34	<i>Pinus canariensis</i>	Canary Island Pine
35	<i>Pittosporum undulatum</i>	Victorian Box
36	<i>Prunus cerasifera</i>	Purple leaf plum
37	<i>Prunus persica</i>	Peach Tree
38	<i>Pyrus calleryana</i>	Bradford Pear
39	<i>Pyrus kawakamii</i>	Evergreen Pear
40	<i>Quercus agrifolia</i>	Coast Live Oak
41	<i>Quercus ilex</i>	Holly Oak
42	<i>Quercus Suber</i>	Cork Oak
43	<i>Russ lancia</i>	African Sumac
44	<i>Schinus molle</i>	California Pepper
45	<i>Schinus terebinthifolius</i>	Brazilian Pepper
46	<i>Seaforthia elegans</i>	King Palm
47	<i>Tristania conferta</i>	Brisbane Box
48	<i>Ulmus americana</i>	American Elm
49	<i>Ulmus parvifolia</i>	Chinese Elm
50	<i>Washingtonia robusta</i>	Mexican Fan Palm
51	<i>Gingko Biloba</i>	Maidenhair Tree
52	<i>Juglandaceae Californica</i>	Black Walnut

BOTANICAL NAMES

City of Los Alamitos
List of Additional Tree Species (Private Property)

- 53 Deodar cedar (*Cedrus deodara*)
- 54 Maidenhair Tree (*Ginkgo biloba*)
- 55 River Red Gum (*Eucalyptus camaldulensis*)
- 56 Blue Gum (*Eucalyptus globulus*)
- 57 Silver Dollar Gum (*Eucalyptus polyanthemos*)
- 58 Flooded Gum (*Eucalyptus rudis*)
- 59 Rubber Tree (*Ficus elastica*)
- 60 Paradise Palm (*Howea forsterana*)
- 61 Juniper (*Juniperus chinensis*)
- 62 Flaxleaf Paperbark (*Melaleuca linariifolia*)
- 63 Texas Umbrella Tree (*Melia azederach*)
- 64 Aleppo Pine (*Pinus halepensis*)
- 65 Swiss Mountain Pine (*Pinus mugo*)
- 66 Monterey Pine (*Pinus radiata*)
- 67 Japanese Black Pine (*Pinus thunbergiana*)
- 68 London Plane (*Platanus X acerifolia*)
- 69 California Sycamore (*Platanus racemosa*)
- 70 Fern Pine (*Podocarpus gracilior*)
- 71 Common Pear (*Pyrus communis*)
- 72 Queen Palm (*Syagrus romanzoffianum*)
- 73 California Fan Palm (*Washingtonia filifera*)
- 74 Yucca (*Yucca aloifolia*)
- 75 Peach (*Prunus persica*)
- 76 Apricot (*Prunus spp*)
- 77 Arborvitae (*Platycladus orientalis*)
- 78 Italian Stone Pine (*Pinus pinea*)
- 79 Star Pine (*Araucaria excelsa*)
- 80 Orange (*Citrus spp*)
- 81 Mango (*Mangifera indica*)
- 82 Coral Tree (*Erythrina caffra*)
- 83 Shamel Ash (*Fraxinus uhdei*)
- 84 Colorado Spruce (*Picea pungens*)
- 85 Myoporum (*Myoporum laetum*)
- 86 Canary Island Date Palm (*Phoenix canariensis*)
- 87 Aloe bainesii
- 88 True Myrtle (*Myrtus communis*)
- 89 Indian Laurel Fib (*Ficus microcarpa*)
- 90 Mediterranean Fan Palm (*Chamaerops humilis*)
- 91 Queensland Pitt. (*Pittosporum rhombifolium*)
- 92 Grecian Laurel (*Laurus nobilis*)
- 93 Western Cottonwood (*Populus fremontii*)
- 94 Hibiscus (*Hibiscus rosa-sinensis*)
- 95 Dracaena (*Cordyline australis*)
- 96 Western Red Cedar (*Thuja plicata*)
- 97 Pindo Palm (*Butia capitata*)
- 98 Windmill Palm (*Trachycarpus fortunei*)
- 99 Silver-leaf Gum (*Eucalyptus cinerea*)
- 100 Kafir Plum (*Harpephyllum caffrum*)
- 101 Mayten (*Maytenus boaria*)
- 102 Cluster Pine (*Pinus pinaster*)
- 103 Rusty-leaf Fig (*Ficus rubiginosa*)
- 104 Floss Silk Tree (*Chorisia speciosa*)
- 105 New Zealand Xmas Tree (*Metrosideros excelsus*)

PARKWAY TREE MASTER PLAN

- MASTER PLANS FOR EACH OF THE 10 NEIGHBORHOODS
 - THE HIGHLANDS
 - OLD DUTCH HAVEN
 - OLD TOWN WEST
 - GREENBROOK
 - OLD TOWN EAST
 - COLLEGE PARK NORTH
 - SUBURBIA
 - APARTMENT ROW
 - BATTLESHIP ROW
 - NEW DUTCH HAVEN

- PROPOSED OPTION TREES
- STREET LAYOUT
- PARKWAY SURVEY

APARTMENT ROW PROPOSED OPTIONS, 2/24/99

EVERGREEN SPECIES		DECIDUOUS SPECIES	
1A	JAPANESE BLUEBERRY TREE	A	MAIDENHAIR TREE
B	YEW PINE	B	LONDON PLANE
2A	FRAGRANT MICHELIA	A	CHINESE TALLOW
B	SOUTHERN LIVE OAK	B	EVERGREEN PEAR
3A	BRISBANE BOX	A	GINKGO
B	RED IRONBARK	B	CHINESE FLAME
4A	EVERGREEN PEAR	A	NONE
B	NONE	B	NONE
5A	JAPANESE BLUEBERRY TREE	A	MAIDENHAIR TREE
B	YEW PINE	B	LONDON PLANE
6A	NONE	A	GRAPE MYRTLE
B	NONE	B	NONE
7A	FIREWHEEL TREE	A	WESTERN REDBUD
B	FRAGRANT MICHELIA	B	CHINESE FRINGE TREE
8A	SWEETSHADE	A	CHINESE FRINGE TREE
B	TRISTANIA	B	GRAPE MYRTLE

CARRIER ROW proposed options, 2/24/99

EVERGREEN SPECIES		DECIDUOUS SPECIES	
1A	TRISTANIA	A	GRAPE MYRTLE
B	SWEETSHADE	B	CHINESE FRINGE TREE
2A	PEPPERMINT TREE	A	CHINESE TALLOW
B	JAPANESE BLUEBERRY	B	GINKGO
3A	TOOG	A	JACARANDA
B	CARROTWOOD TREE	B	CHINESE FLAME
4A	BRISBANE BOX	A	EVERGREEN PEAR
B	CAJEPUT	B	ZELKOVA
5A	SOUTHERN LIVE OAK	A	LONDON PLANE
B	NEW ZEALAND XMAS TREE	B	ZELKOVA
6A	RED IRONBARK	A	CHINESE FLAME
B	TOOG	B	ZELKOVA
7A	NEW ZEALAND XMAS TREE	A	GINKGO
B	SOUTHERN LIVE OAK	B	JACARANDA
8A	SPOTTED GUM	A	LONDON PLANE
B	BRISBANE BOX	B	ZELKOVA

COLLEGE PARK NORTH proposed options, 2/24/99

EVERGREEN SPECIES		DECIDUOUS SPECIES	
1A	TOOG	A	LONDON PLANE
B	SOUTHERN LIVE OAK	B	CHINESE FLAME
2A	AUSTRALIAN WILLOW	A	NONE
B	NONE	B	NONE
3A	NONE	A	GRAPE MYRTLE
B	NONE	B	NONE
4A	CARROTWOOD	A	NONE
B	NONE	B	NONE
5A	CARROTWOOD	A	NONE
B	NONE	B	NONE

GREENBROOK PROPOSED OPTIONS, 2/24/99

EVERGREEN SPECIES		DECIDUOUS SPECIES	
1A	JACARANDA	A	NONE
B	NONE	B	NONE
2A	YEW PINE	A	GINKGO
B	CAJEPUT	B	NONE
3A	EVERGREEN PEAR	A	NONE
B	NONE	B	NONE
4A	AUSTRALIAN WILLOW	A	CHINESE TALLOW
B	EVERGREEN PEAR	B	CHINESE FRINGE
5A	JAPANESE BLUEBELL TREE	A	GRAPE MYRTLE
B	AUSTRALIAN WILLOW	B	NONE
6A	FIREWHEEL	A	CHINESE FRINGE
B	CAJEPUT	B	NONE
7A	FRAGRANT MICHELIA	A	GRAPE MYRTLE
B	JAPANESE BLUEBELL TREE	B	NONE
8A	TRISTANIA	A	WESTERN REDBUD
B	YEW PINE	B	GRAPE MYRTLE
9A	SWEETSHADE	A	NONE
B	NONE	B	NONE

NEW DUTCH HAVEN PROPOSED OPTIONS, 2/24/99

EVERGREEN SPECIES		DECIDUOUS SPECIES	
1A	CARROTWOOD	A	GINKGO
B	SOUTHERN LIVE OAK	B	CHINESE FLAME
2A	TOOG	A	ZELKOVA
B	AUSTRALIAN WILLOW	B	JACARANDA
3A	RED IRONBARK	A	ZELKOVA
B	BRISBANE BOX	B	CHINESE TALLOW
4A	NONE	A	EVERGREEN PEAR
B	NONE	B	NONE
5A	CAJEPUT	A	JACARANDA
B	SPOTTED GUM	B	CHINESE FLAME
6A	YEW PINE	A	LONDON PLANE
B	PEPPERMINT TREE	B	ZELKOVA

OLD DUTCH HAVEN PROPOSED OPTIONS, 2/24/99

EVERGREEN SPECIES		DECIDUOUS SPECIES	
1A	CARROTWOOD	A	CHINESE FLAME
B	TOOG	B	ZELKOVA
2A	SOUTHERN LIVE OAK	A	EVERGREEN PEAR
B	RED IRONBARK	B	JACARANDA
3A	SPOTTED GUM	A	LONDON PLANE
B	BRISBANE BOX	B	GINKGO
4A	SPOTTED GUM	A	LONDON PLANE
B	CARROTWOOD	B	GINKGO
5A	YEW PINE	A	JACARANDA
B	AUSTRALIAN WILLOW	B	CHINESE FLAME
6A	NEW ZEALAND XMAS TREE	A	CHINESE TALLOW
B	JAPANESE BLUEBELL TREE	B	CHINESE FRINGE TREE

OLD TOWN WEST PROPOSED OPTIONS, 8/19/98

EVERGREEN SPECIES		DECIDUOUS SPECIES	
1A	CARROTWOOD	1A	SAWLEAF ZELKOVA
B	TOOG	B	CHINESE FLAME TREE
2A	SOUTHERN LIVE OAK	2A	MAIDENHAIR TREE
B	SPOTTED GUM	B	CHINESE FLAME TREE
3A	RED IRONBARK	3A	LONDON PLANE TREE
B	BRISBANE BOX	B	CHINESE FLAME TREE
4A	BRISBANE BOX	4A	JACARANDA
B	RED IRONBARK	B	CHINESE FLAME TREE
5A	YEW PINE	5A	EVERGREEN PEAR
B	JAPANESE BLUEBERRY TREE	B	CHINESE TALLOW
6A	SOUTHERN LIVE OAK	6A	MAIDENHAIR TREE
B	TOOG	B	SAWLEAF ZELKOVA
7A	RED IRONBARK	7A	JACARANDA
B	SPOTTED GUM	B	LONDON PLANE TREE
8A	FIREWHEEL TREE	8A	GRAPE MYRTLE
B	FRAGRANT MICHELIA	B	WESTERN REDBUD
9A	CAJEPUT	9A	EVERGREEN PEAR
B	PEPPERMINT TREE	B	CHINESE TALLOW
10A	NEW ZEALAND XMAS TREE	10A	AUSTRALIAN WILLOW
B	CAJEPUT	B	EVERGREEN PEAR
11A	BRISBANE BOX	11A	JACARANDA
B	SPOTTED GUM	B	SAWLEAF ZELKOVA
12A	Southern Live Oak	12A	CHINESE FLAME TREE
B	SPOTTED GUM	B	LONDON PLANE TREE

OLD TOWN EAST PROPOSED OPTIONS, 2/24/99

EVERGREEN SPECIES		DECIDUOUS SPECIES	
1A	AUSTRALIAN WILLOW	A	EVERGREEN PEAR
B	CAJEPUT	B	CHINESE TALLOW
2A	CARROTWOOD	A	NONE
B	NONE	B	NONE
3A	FIREWHEEL	A	GRAPE MYRTLE
B	TRISTANIA	B	WESTERN REDBUD
4A	NEW ZEALAND XMAS TREE	A	CHINESE TALLOW
B	JAPANESE BLUEBERRY TREE	B	CHINESE FRINGE TREE
5A	YEW PINE	A	GRAPE MYRTLE
B	PEPPERMINT TREE	B	CHINESE TALLOW

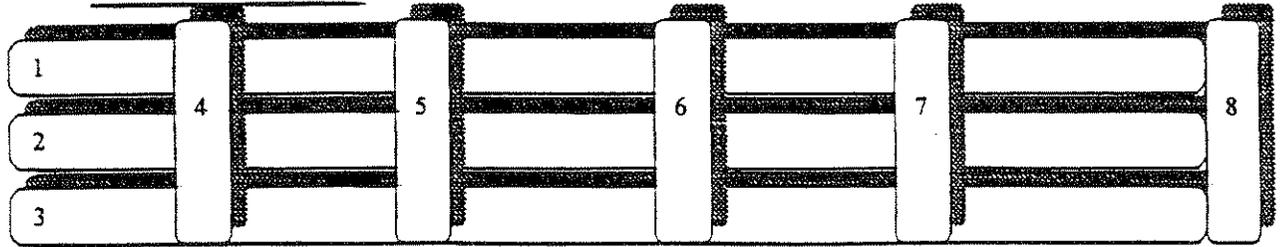
ROSSMOOR HIGHLANDS PROPOSED OPTIONS, 2/24/99

EVERGREEN SPECIES		DECIDUOUS SPECIES	
1A	NONE	A	NONE
B	NONE	B	NONE
2A	CARROTWOOD	A	ZELKOVA
B	TOOG	B	CHINESE TALLOW
3A	NONE	A	NONE
B	NONE	B	NONE
4A	CAJEPUT	A	GINKGO
B	BRISBANE BOX	B	CHINESE FLAME
5A	SOUTHERN LIVE OAK	A	LONDON PLANE
B	RED IRONBARK	B	CHINESE TALLOW
6A	NONE	A	GRAPE MYRTLE
B	NONE	B	NONE
7A	SPOTTED GUM	A	GINKGO
B	BRISBANE BOX	B	LONDON PLANE
8A	CARROTWOOD	A	CHINESE FLAME
B	AUSTRALIAN WILLOW	B	JACARANDA
9A	NONE	A	GRAPE MYRTLE
B	NONE	B	EVERGREEN PEAR
10A	RED IRONBARK	A	ZELKOVA
B	JAPANESE BLUEBELL TREE	B	LONDON PLANE
11A	TOOG	A	GINKGO
B	NEW ZEALAND XMAS TREE	B	JACARANDA

SUBURBIA ESTATES PROPOSED OPTIONS, 2/24/99

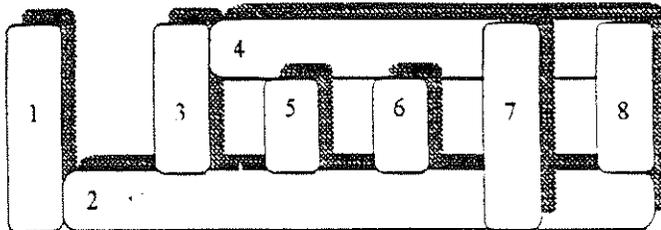
EVERGREEN SPECIES		DECIDUOUS SPECIES	
1A	JAPANESE BLUEBERRY TREE	A	CHINESE TALLOW
B	NEW ZEALAND XMAS TREE	B	CHINESE FRINGE TREE
2A	CAJEPUT	A	WESTERN REDBUD
B	YEW PINE	B	GRAPE MYRTLE
3A	PEPPERMINT TREE	A	CHINESE FRINGE TREE
B	AUSTRALIAN WILLOW	B	WESTERN REDBUD
4A	NEW ZEALAND XMAS TREE	A	EVERGREEN PEAR
B	CAJEPUT	B	CHINESE FRINGE TREE
5A	JAPANESE BLUEBELL TREE	A	GRAPE MYRTLE
B	FIREWHEEL TREE	B	CHINESE TALLOW
6A	SWEETSHADE	A	WESTERN REDBUD
B	YEW PINE	B	EVERGREEN PEAR

APARTMENT ROW



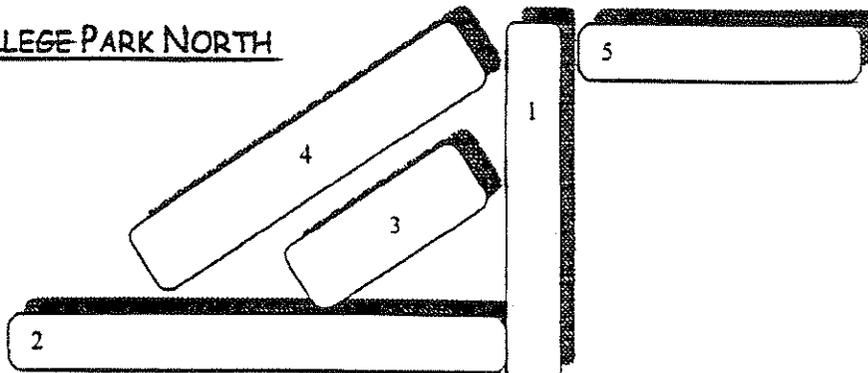
- 1 GREEN, LOS ALAMITOS BOULEVARD TO LEXINGTON
- 2 HOWARD, LOS ALAMITOS BOULEVARD TO LEXINGTON
- 3 FARQUHAR, LOS ALAMITOS BOULEVARD TO LEXINGTON
- 4 REAGAN, FARQUHAR TO KATELLA AVENUE
- 5 MAPLE, FARQUHAR TO KATELLA AVENUE
- 6 BLOOMFIELD, FARQUHAR TO KATELLA AVENUE
- 7 NOEL, FARQUHAR TO KATELLA AVENUE
- 8 LEXINGTON, FARQUHAR TO KATELLA AVENUE

CARRIER ROW



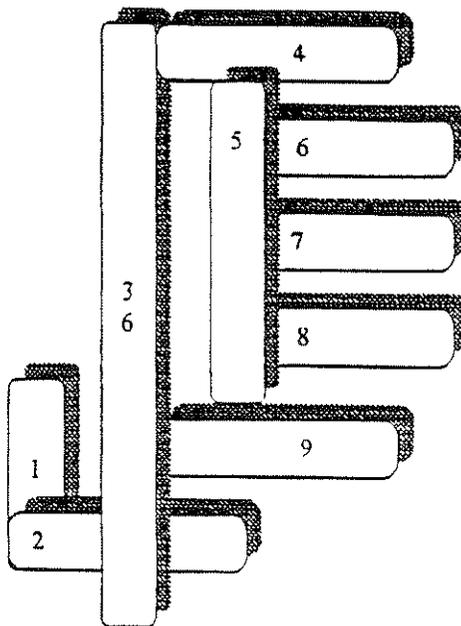
- 1 LEXINGTON, FARQUHAR TO KATELLA AVENUE
- 2 HOWARD, LEXINGTON TO MIDWAY
- 3 SARATOGA, HOWARD TO KATELLA AVENUE
- 4 GREEN, SARATOGA TO MIDWAY
- 5 LANGLEY, HOWARD TO GREEN
- 6 ESSEX, HOWARD TO GREEN
- 7 ENTERPRISE, HOWARD TO KATELLA AVENUE
- 8 MIDWAY, HOWARD TO KATELLA AVENUE

COLLEGE PARK NORTH



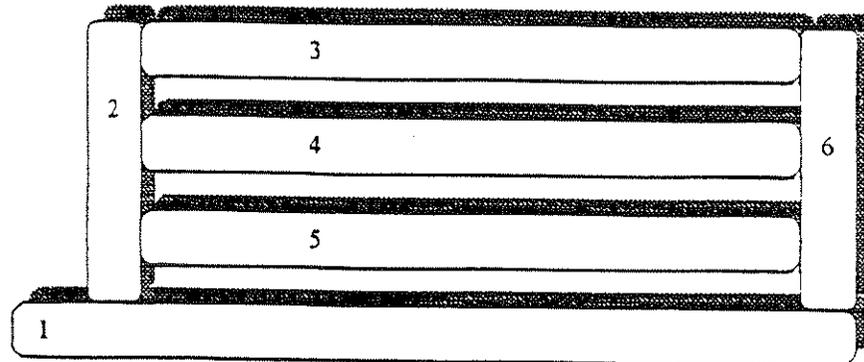
- 1 KAYLOR, FENLEY TO BALL ROAD
- 2 FENLEY, KAYLOR TO CUL DE SAC
- 3 HOLDEN CIRCLE, FENLEY TO CUL DE SAC
- 4 TOLAND, FENLEY TO KAYLOR
- 5 TOLAND, KAYLOR TO CUL DE SAC

GREENBROOK



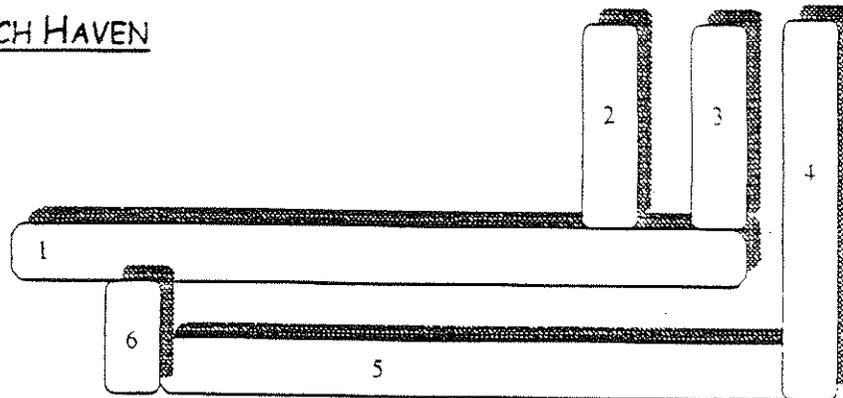
- 1 LASSEN, SAN JOAQUIN AVENUE TO CUL DE SAC
- 2 SAN JOAQUIN AVENUE, LASSEN TO CUL DE SAC
- 3 HUMBOLT, CERRITOS AVENUE TO MYRA
- 4 MYRA, HUMBOLT TO CUL DE SAC
- 5 KINGS, MYRA TO SAN MATEO
- 6 SAN BONITO, KINGS TO CUL DE SAC
- 7 SHASTA, KINGS TO CUL DE SAC
- 8 MARION, KINGS TO CUL DE SAC
- 9 SAN MATEO, HUMBOLT TO CUL DE SAC

NEW DUTCH HAVEN



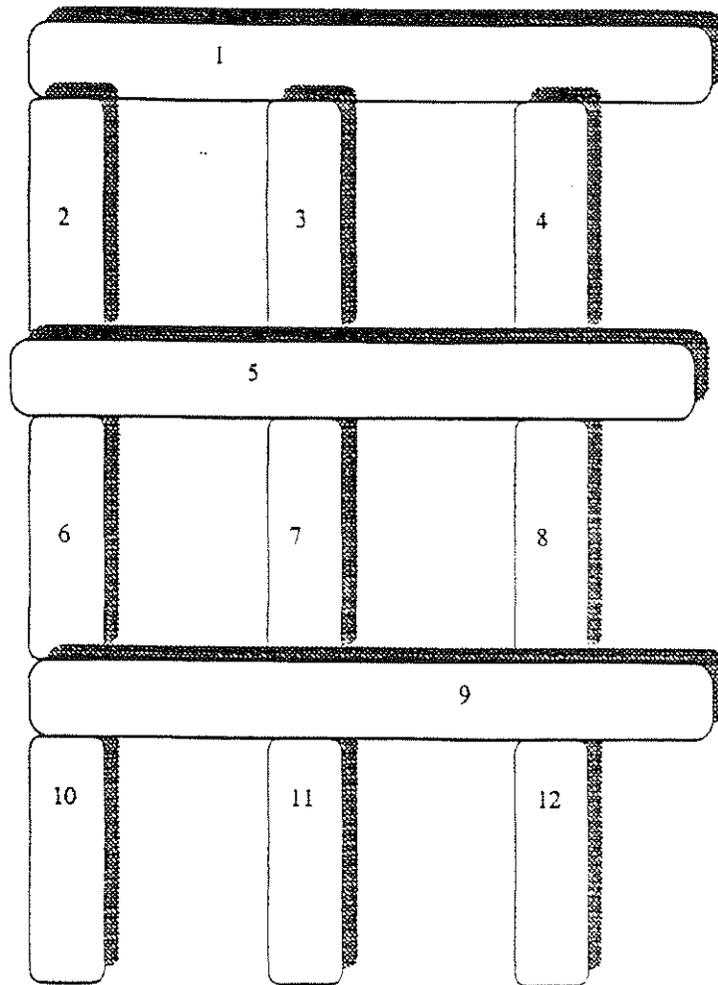
- 1 HOWARD, BUNKER HILL TO MINDORA
- 2 BENNINGTON, HOWARD TO ANTIETAM
- 3 ANTIETAM, BENNINGTON TO MINDORA
- 4 KEARSARGE, BENNINGTON TO MINDORA
- 5 TRIPOLI, BENNINGTON TO MINDORA
- 6 MINDORA, HOWARD TO ANTIETAM

OLD DUTCH HAVEN



- 1 HARRISBURG, LOS ALAMITOS BOULEVARD TO REAGAN
- 2 PINE, HARRISBURG TO FARQUHAR
- 3 REAGAN, HARRISBURG TO FARQUHAR
- 4 CHERRY, FARQUHAR TO THOR
- 5 THOR, CHERRY TO SNARK
- 6 SNARK, THOR TO HARRISBURG

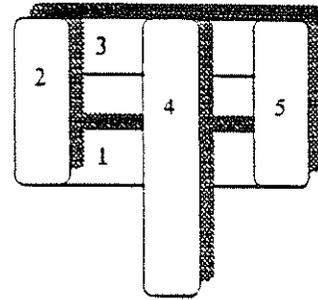
OLD TOWN WEST



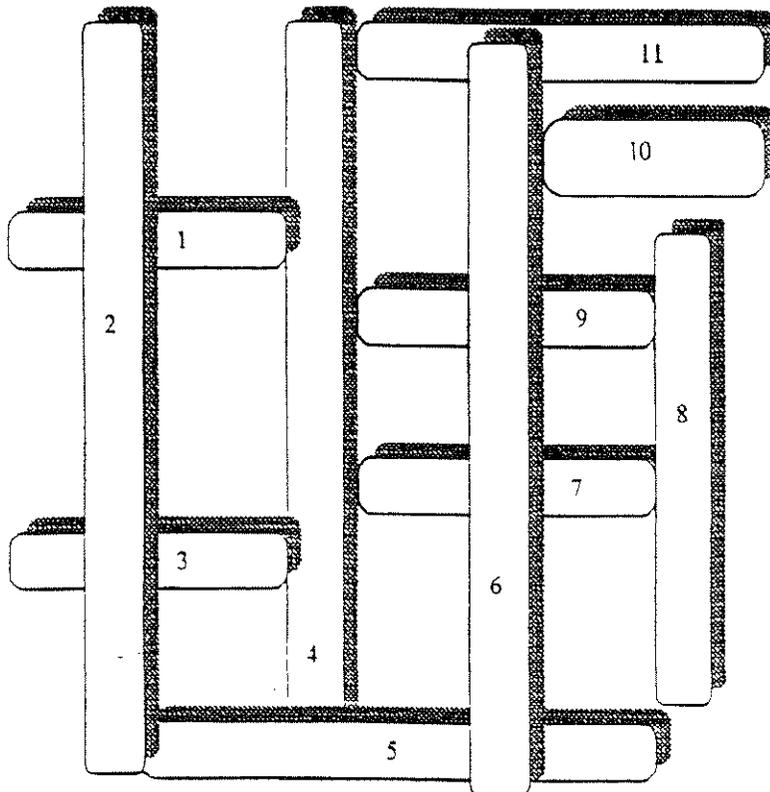
- 1 SAUSALAITO, OAK TO LOS ALAMITOS BOULEVARD
- 2 OAK, SAUSALITO TO CATALINA
- 3 WALNUT, SAUSALITO TO CATALINA
- 4 CHESTNUT, SAUSALITO TO CATALINA
- 5 CATALINA, OAK TO LOS ALAMITOS BOULEVARD
- 6 OAK, CATALINA TO FLORISTA
- 7 WALNUT, CATALINA TO FLORISTA
- 8 CHESTNUT, CATALINA TO FLORISTA
- 9 FLORISTA, OAK TO LOS ALAMITOS BOULEVARD
- 10 OAK, FLORISTA TO KATELLA
- 11 WALNUT, FLORISTA TO KATELLA
- 12 CHESTNUT, FLORISTA TO KATELLA

OLD TOWN EAST

- 1 FLORISTA, LOS ALAMITOS BOULEVARD TO CHERRY
- 2 PINE, FLORISTA TO CATALINA
- 3 CATALINA, LOS ALAMITOS BOULEVARD TO CHERRY
- 4 REAGAN, KATELLA TO CATALINA
- 5 CHERRY, FLORISTA TO CATALINA

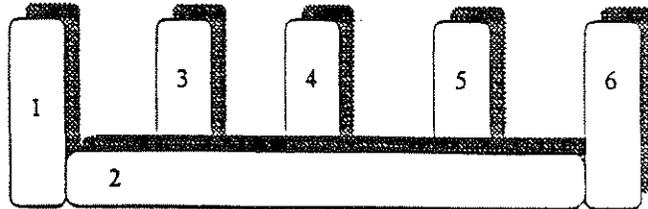


ROSSMOOR HIGHLANDS



- 1 ROSSMOOR WAY, LOS ALAMITOS BOULEVARD TO PINE
- 2 PASEO BONITA, KEMPTON TO CUL DE SAC
- 3 BRADBURY, LOS ALAMITOS BOULEVARD TO PINE
- 4 PINE, KEMPTON TO LA COLMENA WAY
- 5 KEMPTON, PASEO BONITA TO CHERRY
- 6 REAGAN, KEMPTON TO LA COLMENA WAY
- 7 BRADBURY, CHERRY TO PINE
- 8 CHERRY, KEMPTON TO CUL DE SAC
- 9 ROSSMOOR WAY, PINE TO CHERRY
- 10 VISTA DE ORA, REAGAN TO CUL DE SAC
- 11 LA COLMENA WAY, PINE TO CUL DE SAC

SUBURBIA ESTATES



- 1 ROCHELE, FARQUHAR TO DENWOOD
- 2 DENWOOD, ROCHELE TO KELLY
- 3 LINDA, DENWOOD TO CUL DE SAC
- 4 BARBI, DENWOOD TO CUL DE SAC
- 5 MAPLE, FARQUHAR TO DENWOOD
- 6 KELLY, DENWOOD TO CUL DE SAC

CITY OF LOS ALAMITOS
PARKWAY SURVEY

	WIDTH OF PARKWAY
LANDSCAPE AREA	
OLD TOWN WEST	
Florista, South side	6'
Florista, North side	7'
Oak St., East side	7'
Oak St., East side, from Florista to Katella	6'
Walnut, East side	6'
Walnut, West side	7'
Chestnut, East & West side	7'
Catalina, North & South side	7'
Chestnut, South side	7'
OLD TOWN EAST	
Catalina St., South side	4'
Cherry St., West side	6.5'
Florista, North side	7'
Florista, South side	6.5'
Pine, East & West side	6.5'
Reagan, East & West side	6.5'
COLLEGE PARK NORTH	
Kaylor, East & West side	5.5'
Fenley, East, North & South side	5.5'
Holden, North & South side	3'
Toland, North & South side	7'
KINGS	
San Bonito, North & South side	5'
Kings, East & West side	5'
Shasta, North & South side	5'
Marion, North & South side	
San Mateo, North & South side	
Humbolt, East & West side	5.5'
Myra, South side	5.5'
Myra, North side	5'
San Joaquin, North & South side	5.5'
Lassen, East & West side	5'

CITY OF LOS ALAMITOS
PARKWAY SURVEY

WIDTH OF PARKWAY

NEW DUTCH HAVEN

Landscape Area

Siboney, East & West side	4'
Antietam, North & South side	7'
Mindora, East & West side	7'
Kearsarge, North & South side	7'
Bennington, East & West side	7'
Tripoli, North & South side	7'
Howard, North & South side	7'

BATTLESHIP ROW

Midway, East & West side	6'
Enterprise, East side	7'
Enterprise, West side	6.5'
Essex, East & West side	6.5'
Langley, East & West side	6'
Green, North & South side	6'
Saratoga, East & West side	6'

SUBURBIA

Maple, East & West side	5.5'
Kelly, East & West side	5.5'
Barbi, East & West side	5'
Linda, East & West side	5.5'
Rochelle, East & West side	5'
Denwood, North & South side	5'

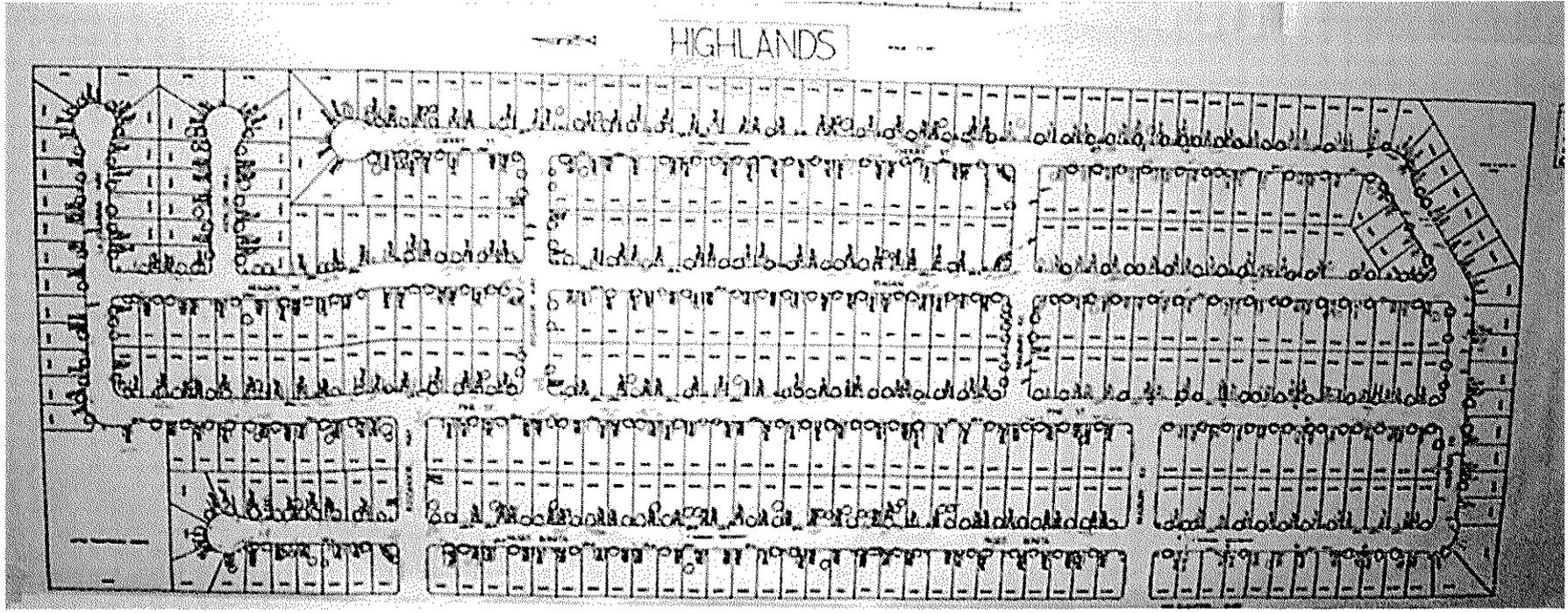
OLD DUTCH HAVEN

Pine, East & West side	7'
Reagan, East & West side	7'
Harrisburg, North & Side side	7'
Snark, East & West side	7'
Thor, North & South side	7'
Cherry, East & West side	7'

CITY OF LOS ALAMITOS
PARKWAY SURVEY

	WIDTH OF PARKWAY
APARTMENT ROW	Landscape Area
Howard, North & South side	7'
Lexington, East side	2.5'
Lexington, West side	5'
Green, North & South side	7'
Noel, East & West side	6.5'
Bloomfield, East & West side	7'
Reagan, East & West side	7'
HIGHLANDS	
Paseo Bonita, East & West side	7'
Pine, East & West side	7'
La Colmena, North & South side	7'
Reagan, East & West side	7'
Vista de Ora, North & West side	7'
Cherry, East & West side	7'
Kempton, North & South side	7'
Rossmoor, North & South side	7'

HIGHLANDS

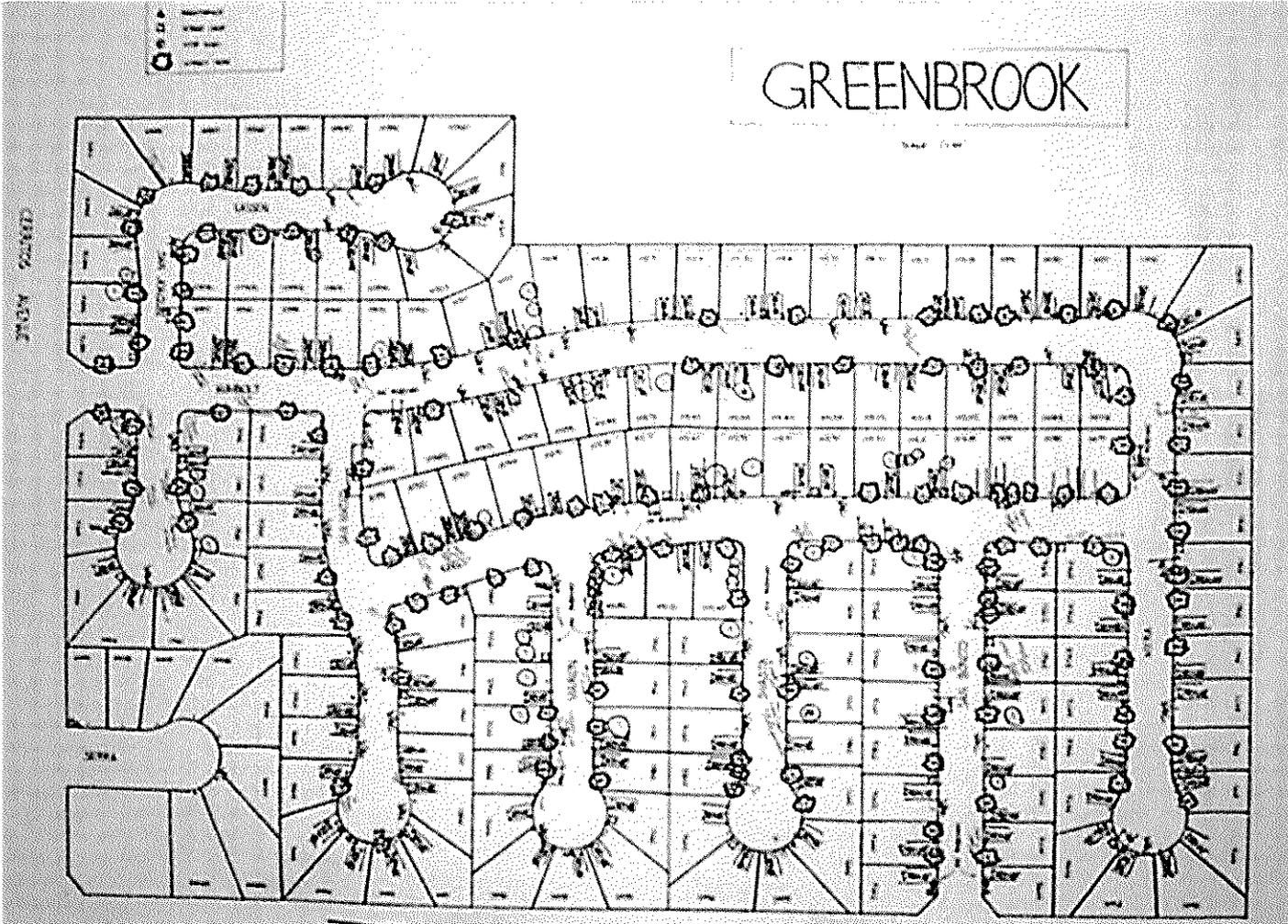


OLD DUTCH HAVEN



THE SCOTT CO.

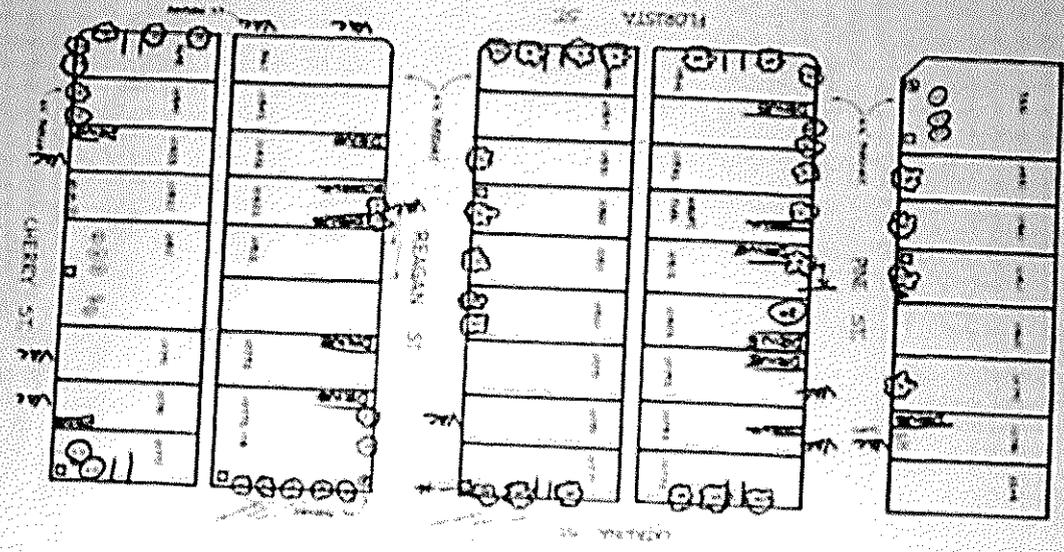
GREENBROOK



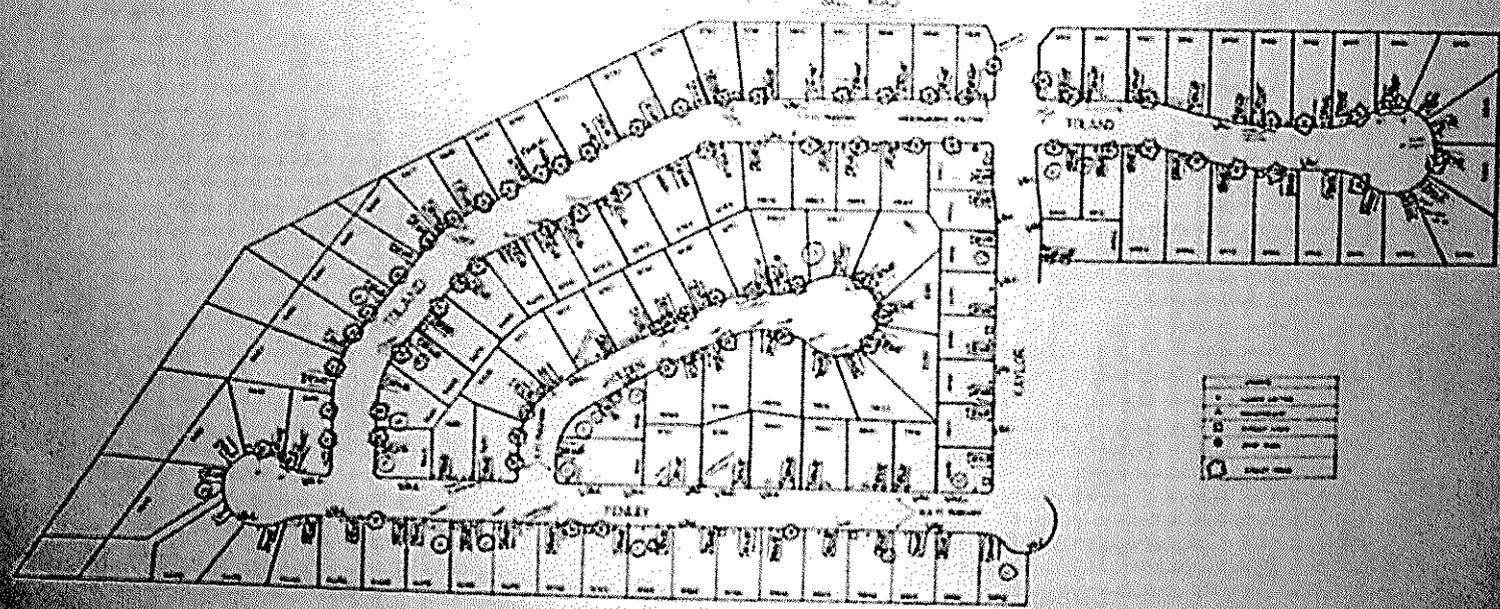
OLD TOWN EAST

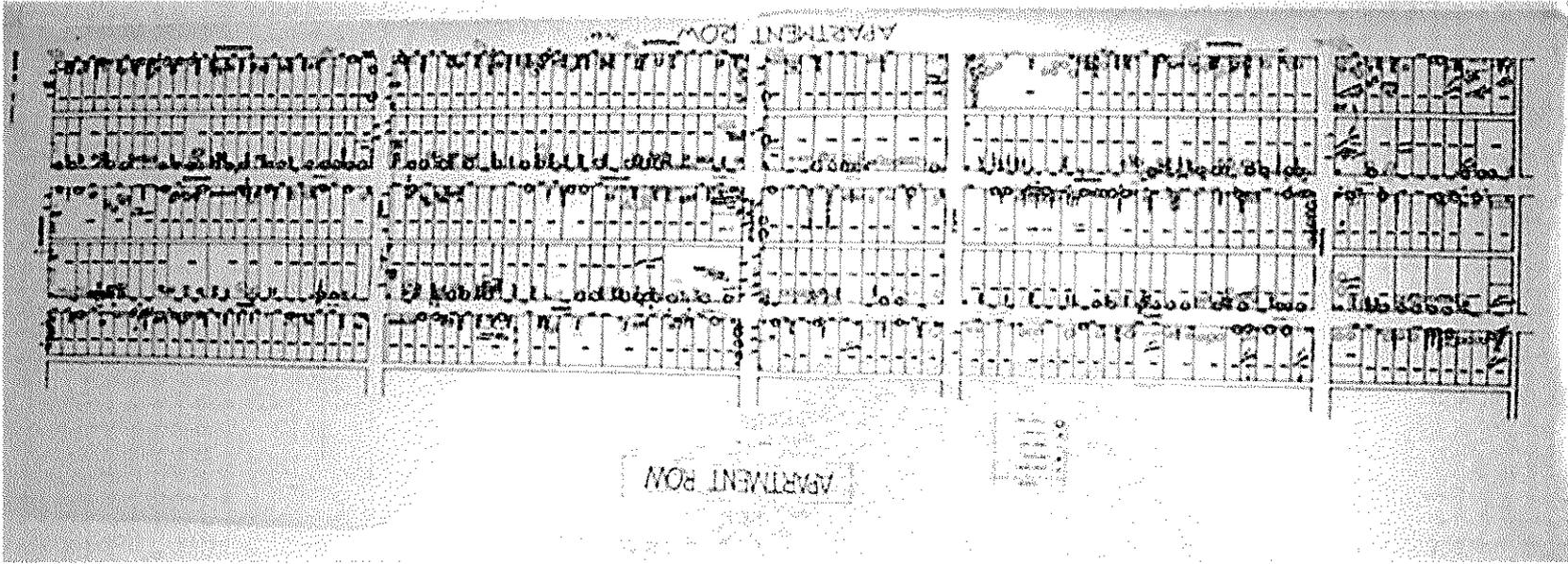
LEGEND

○	WELL TANK
●	W/ WELL
□	W/ WELL LOT
△	W/ WELL

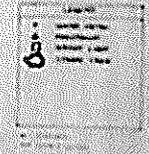
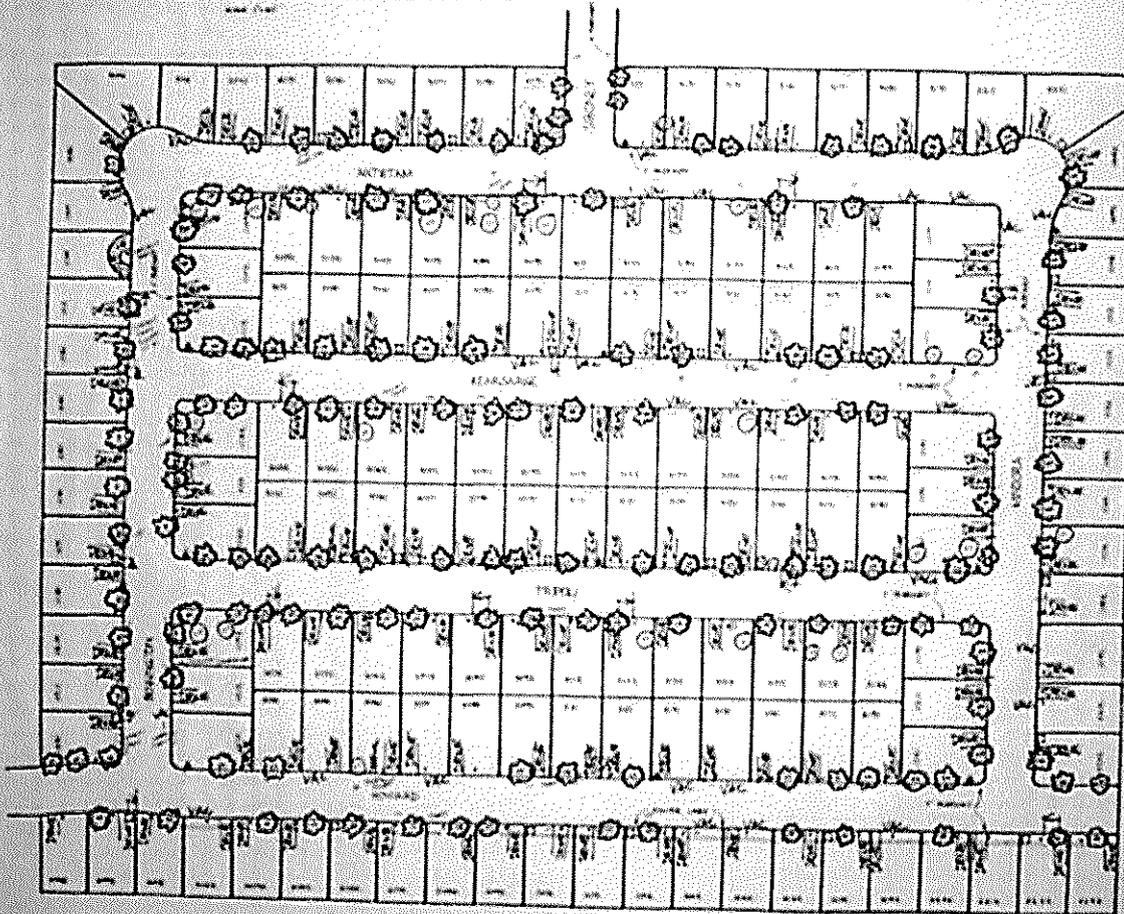


COLLEGE PARK NORTH





NEW DUTCH HAVEN



TREE ORDINANCE (REV.)

TO BE SUBMITTED UNDER SEPARATE COVER

PROGRAM FUNDING

The Four Standards for becoming a Tree City USA

To qualify for Tree City USA, Los Alamitos must meet four standards established by The National Arbor Day Foundation and the National Association of State Foresters. These standards were established to ensure that every qualifying community would have a viable tree management plan and program.

1. A Tree Board or Department

Someone must be legally responsible for the care and management of the community's trees. This may be a professional forester or arborist, an entire forestry department, or a volunteer tree board.

2. A Community Tree Ordinance

The tree ordinance must designate the establishment of a tree board or forestry department and give this body the responsibility for writing and implementing an annual community forestry work plan. Beyond that, the ordinance should be flexible enough to fit the needs and circumstances of the community.

3. A Community Forestry Program with an Annual Budget of At Least \$2 Per Capita

Evidence is required that the community has established a community forestry program that is supported by an adequate annual budget.

4. An Arbor Day Observance and Proclamation

This is the easiest and perhaps the most enjoyable standard to accomplish. An Arbor Day celebration can be simple and brief or an all-day or all-week observation.

Obtain an application form from the California Department of Forestry and Fire Protection. When the community meets the four standards, submit the one-page application and supporting materials to CDF no later than December 31. There is no fee. Verification and approval is done by CDF staff or their designee and the application is forwarded to the National Arbor Day Foundation. CDF presents the Tree City USA Award, a Tree City flag, two road signs, a plaque and several commemorative items. Recertification announcements are sent annually.

PUBLIC AWARENESS PROGRAM

- COMMUNE WITH THE RESIDENTS
 - INTRODUCE THE PARKWAY TREE PROGRAM THROUGH NEIGHBORHOOD WATCH. MEETINGS COULD BE HELD AT THE MUSEUM.
 - DISTRIBUTE DOOR TO DOOR FLIERS AND QUESTIONNAIRES.
 - FOLLOW-UP WITH INDIVIDUAL VISITS TO FURTHER EXPLAIN THE PROGRAM, ANSWER QUESTIONS AND NOTE CONCERNS, IF ANY.
 - AS THIS IS A COMMUNITY PROJECT, GIVE RESIDENTS THE FEELING OF OWNERSHIP IN THE PROGRAM.
- MEDIA
 - FOLLOWING APPROVAL OF THE TREE PROGRAM AND PRIOR TO ITS OFFICIAL LAUNCH, DEVOTE TIME TO THE LOCAL NEWSPAPERS AND COMMUNITY TV TO DESCRIBE THE PROGRAM AND ITS BENEFITS.
 - THE PROGRAM SHOULD BE LAUNCHED BY THE MAYOR AND COUNCIL MEMBERS AND GIVEN POSITIVE LOCAL MEDIA COVERAGE.
 - THROUGH THE COURSE OF THE FIRST YEAR INFORMATIVE AND EDUCATIONAL ARTICLES SHOULD BE

- CELEBRATE ARBOR DAY ANNUALLY
 - INTRODUCE ARBOR DAY AS A DEDICATED ANNUAL EVENT. TO PROMOTE ARBOR DAY AND THE PARKWAY TREE PROGRAM INCLUDE THE MAYOR AND COUNCIL MEMBERS IN AN ANNUAL “PLANT A TREE.”
 - THIS COULD BE THE DAY THE SCHOOLS USE TO EDUCATE THE STUDENTS ON THE VIRTUES OF TREES IN THE URBAN ENVIRONMENT.
 - MANY OF THE FUNDS AND TRUSTS REQUIRE A DEDICATED ARBOR DAY AS ONE OF THE TESTS TO DEMONSTRATE A CITY’S COMMITMENT TO URBAN FORESTATION.
- MASCOT
 - USING A TREE COSTUME TO INTRODUCE “WOODY” THE PROGRAMS MASCOT.
 - TO KEEP THE TREE PROGRAM IN THE FOREFRONT MAKE THE MASCOT AVAILABLE FOR CITY FUNCTIONS SUCH AS THE ARBOR DAY EVENTS, 5-K/10-K RUN, BAND IN THE PARK, CITY PRIDE AWARDS, RECREATION AND PARKS AND SCHOOL FUNCTIONS AT THE LOWER LEVELS, ETC.
 - IN MEETING WITH THE VARIOUS CIVIC ORGANIZATIONS AND TO PROMOTE FUND RAISING INCLUDE WOODY.

Los Alamitos Tree Policy



My City ♥ My Los Al

Defining the Jurisdiction of Urban Forest

Urban forest can be defined as the city's tree landmarks as well as other growing vegetation along any tree growing on property owned or controlled by the city, including but not limited to all streets, parkways, public places, and all easements granted to the city and/or the public. Determining the jurisdiction between public or private property can at times be ambiguous since these lines are not always clear and visible. For example, the public right-of-way can vary in different areas of the city and the setback requirements differ from residential and commercial or industrial properties. While the City assumes responsibility for trees within the public right-of-way, the private areas or jurisdiction which falls to the resident of a home or business owner may lead to inconsistent maintenance and care due to this inconspicuous boundary.

In order to provide effective management and direct responsibility of urban forest, the following criteria will apply and can assist with clarification.

City of Los Alamitos

Public Right-of-Way - This applies to public streets which can be consistently defined as the rear of the sidewalk which backs up to the property line and extends out to the centerline of the street.

Landscaped Medians - This applies to all public landscaped street medians along arterials and main accessible streets.

Parks - This applies to all existing public parks owned by the City. This would not apply to privately accessible communities which are typically covered by the Home Owner's Association of that property.

Public Facilities - This applies to City owned and operated properties such as City Hall, Community Center, Parks.

Private Jurisdiction

Residential - With the distinct line explained above, residential properties are responsible for the front, back and side of the property line by the individual property owners.

Business (Commercial or Industrial) - Similarly, as a resident, property owners of the business properties are responsible for the front, back and side areas, including the parking lot or medians within the property line. Parking along the curb would apply to the City. This also applies to non-profit organizations in the City.

Schools/Churches - Similarly, as applied to businesses, the school district is responsible for areas of each school. Churches or congregations are also responsible for their own property lines.

*County buildings are separate from the City and responsibility falls to Orange County.

Tree Maintenance Plan

The City considers the Urban Forest an important asset in the community and quality of life for its residents. The maintenance of public trees is performed for the health of the tree, enjoyment of the residents, and for the environment. The City receives requests for trimming, removing and replanting for a variety of reasons, often misaligned with unnecessary actions and malpractice causing harm to the tree and impacting the natural look of the City. The following plan will clarify the conditions of which the City will act prudently and make a tactful decision.

Goals

1. Establish clear and specific guidelines for public tree trimming and tree removal practices
2. Plant and maintain the urban forest with trees that will reflect the community character
3. Budget and maintain the urban forest costs effectively
4. Maintain trees to promote the health and life of the trees
5. Create and promote a mixed tree type population to provide an aesthetically pleasing environment and provide a diverse urban forest ecosystem.
6. Provide residents with a variety of options for appropriate planting and replacing

Planting

The City will plant a parkway tree at its expense when the following has occurred:

1. By written request on behalf of the property owner. A professional (Public Works Staff or City contracted expert) will visit the site and make their assessment.
2. Providing the City has authorized the request, the City will plant a tree from an approved list where it is deemed appropriate. One tree per property street frontage shall be planted.

Tree Planting Specifications

1. Trees planted shall be fifteen (15) gallons in size, minimum height of six (6) feet, single-trunked, and of standard form and root ball.
2. All trees shall be planted in accordance with tree planting methods and standards determined by the Public Works Division to ensure growth and survival of the tree.
3. All trees shall be watered thoroughly the day of planting. Property owners/occupants shall be responsible for subsequent watering – a minimum of two (2) times per week. Property owners/occupants shall be provided with a new tree care door hanger to assist with any questions they may have in regard to caring for the new tree.
4. If it is the desire of the resident to plant a tree that is larger than fifteen (15) gallons, the City will obtain a quote for the purchase of a 15 gallon and 24 or larger gallon tree. The resident will be then required to pay the City the difference in pricing.

Established City Tree List - Residents may inquire and select from the following list of pre-approved trees:

Common Name	Botanical Name	Height/Spread	Type
Australian Willow	Geijera parviflora	40/25	Evergreen
Bradford Pear	Pyrus calleryana	40/25	Deciduous
Brisbane Box	Lophostemon confertus	60/40	Evergreen
Cajeput	Melaleuca Quinquenervia	40/20	Evergreen
Chinese Flame	Koelreuteria bipinnate	50/50	Deciduous
Chinese Fringe	Chionanthus retests	20/25	Deciduous
Chinese Pistache	Pistacia chinensis	35/30	Deciduous
Crape Myrtle	Lagerstroemia indica	25/20	Deciduous
Eastern Redbud	Cercis canadensis	25/25	Deciduous
Jacaranda	Jacaranda mimosifolia	40/50	Evergreen
Japanese Blueberry	Elaeocarpus decipiens	35/20	Evergreen
Little Gem Southern Magnolia	Magnolia grandiflora	30/20	Evergreen
London Plane	Platanus x acerifolia (HIGH)	60/40	Deciduous
New Zealand Christmas Tree	Metrosideros excelsa	35/35	Evergreen
Peppermint Tree	Agonis flexuosa	35/35	Evergreen
Pink Trumpet	Handroanthus impetiginosus	40/35	Deciduous
Red Ironbark	Eucalyptus sideroxylon (HIGH)	60/40	Evergreen
Strawberry Tree	Arbutus undo	40/25	Evergreen
Southern Live Oak	Quercus virginiana	50/50	Evergreen
Sweetshade	Hymenosporum flavum	40/20	Evergreen
Victorian Box	Pittosporum undulatum	30/30	Evergreen

*Further description and illustration of each tree listed may be found on the City's website.

Tree Trimming

Tree trimming involves thinning and raising branches. Thinning out a tree can reduce the height and spread of a tree while retaining its natural shape. Thinning out a tree is the preferred practice rather than topping. Topping adversely affects the structure of the tree and presents additional consequences down the road.

The City prunes the public trees for the following reasons:

- Health maintenance, structural form and safety
- To provide vertical clearances in the public rights-of-way (trees are raised to 9 feet over sidewalks and 16 feet over streets) for pedestrian and vehicular clearance
- To address trees which become larger than is desirable or safe for given site constraints

All trees will be trimmed on a rotational cycle determined by the City except for the following:

- Trees that pose a potential threat or hazard as determined by the City may be pruned as needed
- Certain species of trees, as determined by the City may be trimmed on a more frequent schedule as needed to prevent hazard or potential damage

- The property owner may apply for a tree trimming permit to trim trees within the parkway. A licensed contractor must trim the tree in accordance with City standards and code.

Trees will not be trimmed off cycle due to complaints of leaves, dropped pods, flowers or animals inhabiting the tree and creating natural impact. No property owner/contracted landscaper, other than the City and its approved licensed contractor, is authorized to trim public trees without authorization from the City.

Tree Trimming Standards

The following standards will be performed by City and/or licensed contractor:

1. Tree pruning shall include the removal of all dead, broken, diseased, insect infested limbs and stubs larger than one-half inch in diameter throughout the tree. The tree shall be thinned out by the removal of a minimum of 30 percent of the internal side limbs.
2. Tree limbs shall be shortened which extend beyond the natural perimeter of an otherwise symmetrical form.
3. Limbs shall be pruned to lighten the end weight where such overburdening appears likely to cause breakage of limbs two inches or more in diameter.
4. All trees which vines are growing shall have said vines moved. Vine tendrils shall be removed in a manner which shall not harm or causing scarring of low branches and tree trunks.
5. All pruning cuts shall be made without leaving a stub. Pruning cuts shall be made in a manner that favors the earliest possible covering of the wound and shall not weaken the tree.
6. The use of climbing spurs or spike shoes shall not be permitted.
7. The pruning of all street trees shall provide adequate clearance as determined by the City for mast arm, utility line, sign, traffic signals and similar appurtenances.

Proposed Street Tree Removal Policies

The City will remove parkway trees under the following conditions after an assessment by City staff and/or licensed contractor:

1. The tree is determined to be a hazard including danger of falling or large limbs dropping.
2. The tree is dead or diseased as determined by a qualified and licensed expert.
3. The tree has caused recurring damage to public curbs, gutters, or sidewalks and root pruning will not reasonably prevent further damage.
4. The tree has damaged private property, including retaining walls, block ways, foundations, driveways, water/sewage line, and root pruning will not reasonably prevent further damage.

The City will **not** remove parkway trees for the following reasons:

1. The tree drops leaves, pods, flowers, etc.

2. The trees inhabit animals in its natural state such as birds, squirrels, and non-invasive insects.
3. Tree roots are coming to the surface in the front yard or parkway.
4. Tree roots have damaged private plants, paving, or concrete constructed in the parkway.
5. Tree roots prevent other landscape to grow in the parkway.
6. The tree is not determined a hazard or life threatening.

No property owner/contracted landscaper, other than the City and its approved licensed contractor, is authorized to remove public trees without authorization from the City. Tree removal constitutes stump and root removal in a manner acceptable by the City. A replacement tree, chosen by the property owner when applicable, shall be replanted in its place by the City. If the City discovers an unauthorized tree planting not in conformance with this policy, the City will determine if the tree meets the criteria for removal including imminent hazard at the property owner's expense.

If the property owner wishes to remove a parkway tree and it does not fall within the guidelines described above, the property owner, with approval from the City, may remove the tree at their own expense. The property owner and/or their contracted landscaper are liable for all damages to the adjacent sidewalk, curb, gutter, and street if any damages occur during the removal of the tree. Once the tree is removed, the property owner **must** replace the tree that is on the established tree list. The City will purchase the tree (15 gallon) and replant it in the parkway.

In order to contribute to the City's overarching goal to preserve and maintain its urban forest, private property owners are encouraged to similarly maintain and protect trees on their property.

Please contact the Development Services Department at (562) 431-3538 if you have any questions or visit the City's website at www.cityoflosalamitos.org

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 28, 2022

ITEM NUMBER: 11D

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Additional Waste Hauler Service Options & Transition Update

SUMMARY

Staff and the City's Waste Hauler have identified additional service options that will offer residents and business owners greater choices in the type of carts and bins that are available to them. The following staff report summarizes these new options and established the rate for 96 gallon cart and 2 yard bins should a resident or business request them.

RECOMMENDATION

1. Discuss the proposed rate establishment; and,
2. Authorize the City Manager to accept the rate establishment and execute any needed documents to enact the rates.

BACKGROUND

On December 6, 2021, the franchise agreement with Universal Waste Systems (UWS) for integrated waste management services was approved by Council. Following the approval of the agreement, City staff and UWS have been working diligently in order to enact the transition from the previous contractor. As the City heads into the finally stages of the transition process, additional services options have been identified that will offer greater choices for individual home and business owners regarding the different sizes of bins that are available to them. The following staff report highlights some new service options that, if approved, will be available to the Los Alamitos community.

Staff will also provide a brief presentation of the transition efforts to this point, as well as some waste related topics that will require further action in the future.

DISCUSSION

The proposed agreement that commenced on January 1, 2022 contained several size options for the Los Alamitos community. These include 35 gallon cart, 65 gallon cart, 3 yard bin, and 4 yard bin. During the transition, feedback received from the commercial sector requested additional options.

Attachment #1 is a revision to the rate sheet provided by UWS that includes the added option sizes of a 96 gallon cart and a 2 yard bin. The added sizes offered by UWS is consistent in price with the other offering established during the Request for Proposal (RFP) process. Overall, the 96 gallon and 2 yard bin fees falls within the lowest tier of prices that were received from the bids submitted.

FISCAL IMPACT

None.

Submitted by: Ron Noda, Development Services Director

Approved by: Chet Simmons, City Manager

Attachment: 1. Revised UWS Rate Sheet - Commercial (2022)

CITY OF LOS ALAMITOS
ATTACHMENT "A" - RESIDENTIAL RATE SHEET
RATES EFFECTIVE JANUARY 1, 2022

RATES ARE ALL INCLUSIVE (SUBSTITUTE SIZE IF APPLICABLE)

<i>Residential Rates</i>	
PRICING ITEM	Proposed Monthly Rate
Curbside Grey-Blue-Green - 35 gallon cart (Senior)	\$ 12.18
Curbside Grey-Blue-Green - 65 gallon cart (Senior)	\$ 12.56
Curbside Grey-Blue-Green - 65 gallon cart	\$ 12.95
Curbside Grey-Blue-Green - 95 gallon cart	\$ 12.95
Curbside Grey-Blue-Green - 65/95 gallon cart with Quarterly HHW Serv	\$ 13.90
Curbside Two-Cart Grey-Green - 65 gallon cart	\$ 16.45
Curbside Two-Cart Grey-Green - 95 gallon cart	\$ 16.95
Extra Grey Cart (Trash) - 65 or 95 gallon	\$ 7.00
Extra Blue Cart (Recycling) - 65 or 95 gallon	\$ 5.50
Extra Green Cart (Organics) - 65 or 95 gallon	\$ 7.00
# of Free Bulky Item Collections Per Year	4
# of Bulky Items Allowed for Each Free Collection	4
Bulky Items - Additional Collections	\$ 45.00
# of Bulky Items Allowed for Each Such Collection	4
HHW Collections - # Per-Year (Please list of limitations separately)	4
HHW Collection Charge Per Unit Receiving Service	\$ 0.95
Cart Contamination Charge (after 1 warning tickets)	N/C
Cart Contamination Charge (after 2 warning tickets)	\$15.00
Cart Contamination Charge (after 3 warning tickets)	\$30.00
Residential Clean-Up Bin (3 cubic-yards)	\$ 95.00
Clean-Up Bin Per-Exchange	\$ 95.00
Residential Clean-Up Box (20 to 40 cubic-yards)	\$550.00
Res Clean-Up Box (20 to 40 cubic-yards) Over 5 tons @ \$65/ton	
Additional Residential Charge Item*	

Residential rates are applicable to all single and multi-family properties of 4 units or less that subscribe to cart service..

CITY OF LOS ALAMITOS
ATTACHMENT "A" - COMMERCIAL RATE SHEET
RATES EFFECTIVE JANUARY 1, 2022

RATES ARE ALL INCLUSIVE

Commercial Rates

Three Container System

PRICING ITEM	New Rate/Month
96 GALLON GREY BIN (Trash) 1X PER WEEK	\$ 74.25
96 GALLON GREY BIN 2X PER WEEK	\$ 111.56
96 GALLON GREY BIN 3X PER WEEK	\$ 152.47
96 GALLON GREY BIN 4X PER WEEK	\$ 190.87
96 GALLON GREY BIN 5X PER WEEK	\$ 229.47
96 GALLON GREY BIN 6X PER WEEK	\$ 267.70
PRICING ITEM	New Rate/Month
96 GALLON BLUE BIN (Recycle) 1X PER WEEK	\$ 49.40
96 GALLON BLUE BIN 2X PER WEEK	\$ 79.25
96 GALLON BLUE BIN 3X PER WEEK	\$ 109.98
96 GALLON BLUE BIN 4X PER WEEK	\$ 137.25
96 GALLON BLUE BIN 5X PER WEEK	\$ 165.21
96 GALLON BLUE BIN 6X PER WEEK	\$ 191.92
PRICING ITEM	New Rate/Month
2-YARD GREY BIN (Trash) 1X PER WEEK	\$ 90.00
2-YARD GREY BIN 2X PER WEEK	\$ 165.29
2-YARD GREY BIN 3X PER WEEK	\$ 225.89
2-YARD GREY BIN 4X PER WEEK	\$ 282.78
2-YARD GREY BIN 5X PER WEEK	\$ 339.97
2-YARD GREY BIN 6X PER WEEK	\$ 396.61
PRICING ITEM	New Rate/Month
2-YARD BLUE BIN (Recycle) 1X PER WEEK	\$ 51.93
2-YARD BLUE BIN 2X PER WEEK	\$ 80.80
2-YARD BLUE BIN 3X PER WEEK	\$ 110.44
2-YARD BLUE BIN 4X PER WEEK	\$ 138.25
2-YARD BLUE BIN 5X PER WEEK	\$ 166.21
2-YARD BLUE BIN 6X PER WEEK	\$ 193.92
PRICING ITEM	New Rate/Month

2-YARD GREEN BIN 2X PER WEEK	\$	99.31
2-YARD GREEN BIN 3X PER WEEK	\$	148.96
2-YARD GREEN BIN 4X PER WEEK	\$	198.61
2-YARD GREEN BIN 5X PER WEEK	\$	248.27
2-YARD GREEN BIN 6X PER WEEK	\$	297.92

Two Container System

PRICING ITEM		New Rate/Month
3-YARD GREY BIN (Trash & Recycle Mix) 1X PER WEEK	\$	162.00
3-YARD GREY BIN 2X PER WEEK	\$	297.50
3-YARD GREY BIN 3X PER WEEK	\$	406.58
3-YARD GREY BIN 4X PER WEEK	\$	508.98
3-YARD GREY BIN 5X PER WEEK	\$	611.92
3-YARD GREY BIN 6X PER WEEK	\$	713.87
35-GALLON GREEN CART (Organics) 1X PER WEEK	\$	48.16
35-GALLON GREEN CART 2X PER WEEK	\$	96.33
65-GALLON GREEN CART 1X PER WEEK	\$	49.65
65-GALLON GREEN CART 2X PER WEEK	\$	99.31
65-GALLON GREEN CART 3X PER WEEK	\$	148.96
65-GALLON GREEN CART 4X PER WEEK	\$	198.61
65-GALLON GREEN CART 5X PER WEEK	\$	248.27
65-GALLON GREEN CART 6X PER WEEK	\$	297.92
2-YARD GREEN BIN (Organics) 1X PER WEEK	\$	226.94
2-YARD GREEN BIN 2X PER WEEK	\$	453.88
2-YARD GREEN BIN 3X PER WEEK	\$	680.82
2-YARD GREEN BIN 4X PER WEEK	\$	907.75
2-YARD GREEN BIN 5X PER WEEK	\$	1,134.69
2-YARD GREEN BIN 6X PER WEEK	\$	1,361.63

Commercial Rates - Other Services & Items

PRICING ITEM		New Rate/Month
3-YARD GREEN WASTE ONLY BIN 1X PER WEEK	\$	159.31
3-YARD GREEN WASTE ONLY BIN 2X PER WEEK	\$	247.92
3-YARD GREEN WASTE ONLY BIN 3X PER WEEK	\$	338.82
3-YARD GREEN WASTE ONLY BIN 4X PER WEEK	\$	424.15

3-YARD GREEN WASTE ONLY BIN 5X PER WEEK	\$	509.93
3-YARD GREEN WASTE ONLY BIN 6X PER WEEK	\$	594.89
Additional Commercial Charge Item*		
Additional Commercial Charge Item*		

Commercial rates are applicable to all business and multi-family properties of 5 units or more, and smaller multi-family properties that subscribe to bin service.

CITY OF LOS ALAMITOS
ATTACHMENT "A" - INDUSTRIAL RATE SHEET
RATES EFFECTIVE JANUARY 1, 2022

Specify tons included in base rate and per-ton charges as applicable

Industrial Rates

Recurring Services

PRICING ITEM	New Rate/Month
SMALL COMPACTOR (Trash - 20 cubic-yards or less) PER PICK-UP	\$ 537.50
MAXIMUM WEIGHT IN TONS	5
PER-TON CHARGE FOR OVERAGE	55
LARGE COMPACTOR (Trash - 21 cubic-yards or more) PER PICK-UP	\$ 647.50
MAXIMUM WEIGHT IN TONS	7
PER-TON CHARGE FOR OVERAGE	55
GREY ROLL-OFF CONTAINER (20 to 40 cubic yards) PER PICK-UP	\$ 537.50
MAXIMUM WEIGHT IN TONS	5
PER-TON CHARGE FOR OVERAGE	55
BLUE ROLL-OFF CONTAINER (20 to 40 cubic yards) PER PICK-UP	\$ 387.50
GREEN ROLL-OFF CONTAINER (20 to 40 cubic yards) PER PICK-UP	\$ 587.50
GREEN WASTE ONLY ROLL-OFF CONTAINER PER PICK-UP	\$ 587.50

Temporary Services

PRICING ITEM	New Rate/Month
GREY ROLL-OFF CONTAINER (20 to 40 cubic yards) PER PICK-UP *	
Includes trash with C&D Debris	\$ 587.50
MAXIMUM WEIGHT IN TONS	5
PER-TON CHARGE FOR OVERAGE	65
BLUE HIGH-SIDE ROLL-OFF CONTAINER (to 40 cubic yards) PER PICK-UP	
* Clean mixed debris only.	\$ 587.50
MAXIMUM WEIGHT IN TONS	5
PER-TON CHARGE FOR OVERAGE	65
BLUE LOW-BOY ROLL-OFF CONTAINER (10 cubic yards) PER PICK-UP	
* Clean mixed debris only	\$ 782.50
MAXIMUM WEIGHT IN TONS	8
PER-TON CHARGE FOR OVERAGE	65
BLUE HIGH-SIDE ROLL-OFF CONTAINER (to 40 cubic yards) PER PICK-UP	
* One material type only.	\$ 587.50
MAXIMUM WEIGHT IN TONS	5
PER-TON CHARGE FOR OVERAGE	65
BLUE LOW-BOY ROLL-OFF CONTAINER (10 cubic yards) PER PICK-UP	
* One material type only	\$ 782.50

MAXIMUM WEIGHT IN TONS	8
PER-TON CHARGE FOR OVERAGE	65
GREEN WASTE ONLY ROLL-OFF CONTAINER PER PICK-UP	\$ 587.50
3-YARD GREY BIN (Trash & Recycle Mix) 1X PER WEEK	\$ 162.00
3-YARD GREY BIN 2X PER WEEK	\$ 297.50
3-YARD GREY BIN 3X PER WEEK	\$ 406.58
3-YARD GREY BIN 4X PER WEEK	\$ 508.98
3-YARD GREY BIN 5X PER WEEK	\$ 611.92
3-YARD GREY BIN 6X PER WEEK	\$ 713.87
3-YARD BLUE BIN (Mixed Debris or Single Material) 1X PER WEEK	\$ 77.89
3-YARD BLUE BIN (Mixed Debris or Single Material) 2X PER WEEK	\$ 121.20
3-YARD BLUE BIN (Mixed Debris or Single Material) 3X PER WEEK	\$ 165.65
3-YARD BLUE BIN (Mixed Debris or Single Material) 4X PER WEEK	\$ 207.37
3-YARD BLUE BIN (Mixed Debris or Single Material) 4X PER WEEK	\$ 249.30
3-YARD BLUE BIN (Mixed Debris or Single Material) 6X PER WEEK	\$ 290.87

Industrial Rates - Other Services & Items

PRICING ITEM	New Rate/Month
Additional Industrial Charge Item (No MSW in Blue Bin Program Above)	
Additional Industrial Charge Item*	

Industrial rates are applicable too all recurring commercial compactor/ roll-off service and all non-residential temporary service.