



AGENDA

REGULAR MEETING

LA PALMA CITY COUNCIL

TUESDAY, JUNE 3, 2025

Mark I. Waldman
Mayor

Nitesh P. Patel
Mayor Pro Tem

Debbie S. Baker
Council Member

Janet S. Keo
Council Member

Vikesh P. Patel
Council Member

5:30 PM Closed Session
6:30 PM Open Session
La Palma City Hall
Council Chambers
7822 Walker Street, La Palma

CALL TO ORDER

CLOSED SESSION

**CS-1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to paragraph (1) of subdivision (d) of California Government
Code Section 54956.9)**

Claim No. CJP-3053039, regarding driver fatality
Claimant: David Casey, Sarah Miro, and Daniel White

**CS-2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to paragraph (1) of subdivision (d) of California Government
Code Section 54956.9)**

Claim No. CJP-3054120, regarding vehicle damage
Claimant: Thoi Nguyen

CS-3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION, INITIATION OF LITIGATION

(Pursuant to Government Code Section 54956.9(d)(4)): One case

**CS-4. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
(Pursuant to Government Code Section 54957(B)(1))**

Position Title: City Manager

OPEN SESSION TO BEGIN AT 6:30 P.M.

PLEDGE OF ALLEGIANCE

Council Member Keo Conklin

INVOCATION

Pastor Steve Bland, La Palma Christian Center
Mayor Pro Tem Patel

ROLL CALL

PRESENTATIONS

- Employee Recognition
- Recognition of Sakada Boxing Club as "Business of the Quarter"
- Proclamation in Recognition of Sean Ho and Gabriel Sanchez for Achieving Eagle Scout
- Proclamation in Recognition of La Palma Christian Center's 75th Anniversary
- Proclamation in Recognition of Juneteenth
- Introduction of Bayron Martinez as La Palma's new Water Service Worker
- Presentation Regarding Working Wardrobes

ORAL COMMUNICATIONS (Time Limit: 5 Minutes Each)

Time has been reserved at this point in the Agenda for persons wishing to speak on any item that is not listed on the Agenda. By law, the City Council is prohibited from taking action on such oral comments. The matter will be automatically referred to staff for appropriate response or action or will be placed on the Agenda of a future meeting. Matters listed on the Agenda may be addressed either at this time or at the time they are before the City Council for discussion.

CONSENT CALENDAR

All matters listed under Consent Calendar will be acted upon by one motion affirming the action recommended on the Agenda. There will be no separate discussion on these items prior to voting unless members of the City Council, Staff, or the public request that specific items be removed from the Consent Calendar for separate action. Any member of the public who wishes to discuss a Consent Calendar item should come forward to the microphone and, upon recognition by the Mayor, state their name, address, and the item number.

1. Waive the Reading of All Ordinances

It is recommended that the City Council waive the reading of all Ordinances in their entirety and read by title only.

2. Approval of Council Minutes

It is recommended that the City Council approve the Minutes of the May 6, 2025, Regular Meeting of the City Council.

3. Approval of Register of Demands

It is recommended that the City Council adopt a Resolution approving the Registers of Demands for May 20, 2025, and June 3, 2025.

4. Resolution Authorizing Signatories for the Deposit, Investment, and Payment of Public Funds in the Local Agency Investment Fund (LAIF)

It is recommended the City Council adopt a Resolution that updates and authorizes the allowed signatories for the deposit, investment, and payment of public funds in the Local Agency Investment Fund (LAIF).

5. Ratification of an Award of Contract to Big Ben Engineering for Emergency Water Infrastructure Repairs

It is recommended that the City Council authorize the Interim City Manager, or designee, to ratify the award of a contract in the amount of \$60,078.77 to Big Ben Engineering for the completion of emergency water infrastructure repairs.

6. 2025 Annual Water Quality Report

It is recommended that the City Council receive and file the Draft 2025 Annual Water Quality Report and direct staff to distribute the report to the City of La Palma residents.

7. Award of Contract to JDL Design, LLC for SCADA Server Improvements

It is recommended that the City Council approve and authorize the Interim City Manager, or designee, to execute an Agreement with JDL Design, LLC, for the City Yard Water Production and Distribution Supervisory Control and Data Acquisition (SCADA) system server upgrade including software engineering and commissioning services.

8. Annual Measure M2 Eligibility Submittal Package for Fiscal Year 2025-26

It is recommended that the City Council take the following actions:

1. Adopt the Measure M (M2) Seven-Year Capital Improvement Program (Fiscal Year 2025-26 through Fiscal Year 2031-32);
2. Adopt a Resolution for Circulation Element Consistency with the Master Plan of Arterial Highways (MPAH), and Mitigation Fee Program for the Measure M (M2) Program (Attachment 1); and
3. Authorize the Community Development & Public Works Director to submit the City's Measure M2 Eligibility Package to the Orange County Transportation Authority (OCTA).

9. Award of Agreement to Roy Allan Slurry Seal, Inc for Residential Zone 4 Slurry Seal Improvements, City Project No. ST-372

It is recommended that the City Council authorize the Interim City Manager, or designee, to execute an agreement to award to the low bidder, Roy Allan Slurry Seal, Inc. for the ST-372, Residential Maintenance Zone 4 Slurry Seal Improvements in the amount of \$173,446.24; and appropriate \$50,000 of Gas Tax funds for cost savings from the La Palma Slurry Seal Project.

10. Award of Agreement to Roy Allan Slurry Seal, Inc. for the City Project No. ST-367 La Palma Avenue Slurry Seal Improvements

It is recommended that the City Council authorize the Interim City Manager, or designee, to execute an agreement award to the low bidder, Roy Allan Slurry

Seal, Inc. for the ST-367, La Palma Avenue Slurry Seal Improvements in the amount of \$254,208.

11. **Amendment to Landscape Maintenance Agreement with Caltrans for SR-91 Right-of-Way at Walker Street (Digital Display Billboard at 6951 Walker Street)**

It is recommended that the City Council approve and authorize the execution of the amended Landscape Maintenance Agreement with the California Department of Transportation (Caltrans) for the maintenance of landscape and irrigation for a portion of SR-91 Freeway Right-of-Way at Walker Street.

12. **Consideration of Anaheim Union High School District School Resource Officer Agreement**

It is recommended that the City Council approve and authorize the Interim City Manager or their designee to execute all required documents to receive direct funding from the Anaheim Union High School District School, and execute the Agreement with the Anaheim Union High School District School to support the School Resource Officer program.

PUBLIC HEARINGS

13. **Report on City of La Palma's Staff Vacancies, and Recruitment and Retention Efforts in Compliance with Assembly Bill (AB) 2561 (Gov. Code § 3502.3)**

It is recommended that the City Council take the following actions:

1. Open Public Hearing;
2. Receive Staff Report;
3. Receive Public Input;
4. City Council Comments and Questions;
5. Close the Public Hearing;
6. Receive and file the report on City of La Palma's Staff Vacancies, and Recruitment and Retention Efforts in Compliance with Assembly Bill (AB) 2561 (Gov. Code § 3502.3).

14. **Adoption of the Fiscal Year 2025-26 Operating and Capital Improvement Program Budgets and Appropriations Limit**

It is recommended that the City Council take the following actions:

1. Open Public Hearing;
2. Receive Staff Report;
3. Receive Public Input;
4. City Council Comments and Questions;
5. Close the Public Hearing;
6. Adopt a Resolution approving the Fiscal Year 2025-26 Budget; and
7. Adopt a Resolution approving the Annual Appropriations Limit for Fiscal Year 2025-26.

REGULAR ITEMS

15. Annual Military Equipment Report, Per Assembly Bill (AB) 481

It is recommended that the City Council adopt a Resolution approving the renewal of the Annual Military Equipment Report pursuant to Ordinance 2022-03 in compliance with Assembly Bill (AB) 481.

16. Council Member Request - 4th Annual Festival of Nations Rescheduling Discussion

It is recommended that the City Council discuss and provide direction on whether to reschedule the 4th Annual Festival of Nations & Parade, which was canceled due to inclement weather on April 26, 2025.

COUNCIL MEMBER AB1234 REPORTS, REPORTS FROM CITY-AFFILIATED COMMITTEES, AND COUNCIL REMARKS

CITY MANAGER REMARKS

CITY ATTORNEY REMARKS

ADJOURNMENT

NOTE: As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials and other disclosable public records distributed to all or a majority of the members of the City Council in connection with an open session item on the agenda are on file and available for inspection with the Office of the City Clerk, City Hall, 7822 Walker Street, during regular business hours 7:30 A.M. to 6:30 P.M., Monday through Thursday. If such writings are distributed to members of the Council on the day of a City Council meeting, the writings will be available at the entrance to the City Council Chambers. If you have any questions regarding any item of business on the agenda for this meeting, any of the staff reports, or other documentation relating to any agenda item, please contact the City Clerk at (714) 690-3334.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 690-3334. Notification 48 hours prior to the meeting will enable the City to make reasonable accommodations to ensure accessibility to this meeting.

City of La Palma

Agenda Item No. 1



MEETING DATE: June 3, 2025
TO: City Council
FROM: City Manager
SUBMITTED BY: Kimberly Kenney, City Clerk
AGENDA TITLE: Waive the Reading of All Ordinances

RECOMMENDED ACTION:

It is recommended that the City Council waive the reading of all Ordinances in their entirety and read by title only.

PURPOSE:

This is a regular agenda item and acts as a reminder of an action that Council Members should take to waive the reading of any Ordinance before them in its entirety, and instead read it by title only. This action helps to expedite the processing of Ordinances and contributes to the efficiency of City Council meetings.

FISCAL IMPACT:

None.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 2



MEETING DATE: June 3, 2025
TO: City Council
FROM: City Manager
SUBMITTED BY: Kimberly Kenney, City Clerk
AGENDA TITLE: Approval of Council Minutes

RECOMMENDED ACTION:

It is recommended that the City Council approve the Minutes of the May 6, 2025, Regular Meeting of the City Council.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. City Council Minutes 5-6-2025

MINUTES OF THE REGULAR MEETING
OF THE LA PALMA CITY COUNCIL

May 6, 2025

CALL TO ORDER: Mayor Waldman called the Regular Meeting of the La Palma City Council to order at 5:30 p.m. in the Council Chambers of La Palma City Hall, 7822 Walker Street, La Palma, California.

CLOSED SESSION

CS-1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code section 54957.6.

Agency Designated Representatives: Mike Egan, Interim City Manager
Ryan Hallett, Assistant City Manager
Employee Organizations: La Palma General Employees Association
La Palma Police Association
La Palma Professional Employees Association
Unrepresented Employees: Executive Management

CS-2. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT

Pursuant to Government Code Section 54957(b)(1)

Position Title: City Manager

Mayor Waldman adjourned Closed Session at 6:00 p.m.

OPEN SESSION TO BEGIN AT 6:30 P.M.

Mayor Waldman reconvened in Open Session at 6:30 p.m. and asked for a report out of Closed Session.

City Attorney Thind announced that there were no reportable actions on Items CS-1 and CS-2.

PLEDGE OF ALLEGIANCE

Council Member Baker

INVOCATION

Pastor Matthew Agosto, City Church

ROLL CALL

Council Members present: Council Member Baker, Council Member Keo, Council Member V. Patel, Mayor Pro Tem N. Patel, and Mayor Waldman

Council Members absent: None

City Officials present: Mike Egan, Interim City Manager
Ajit Thind, City Attorney
Joe Cisneros, Deputy City Manager
Belinda Deines, Public Works & Community Development Manager
Joe Guerrero, Police Chief
Kimberly Kenney, City Clerk
Mike Matsumoto, Financial Consultant

PRESENTATIONS

Mayor Pro Tem Patel issued certificates to tutors and board members of the Young Leaders of Orange County (YLOC) in recognition of their Ten-Year anniversary.

Mayor Pro Tem Patel issued certificates to John F. Kennedy High School's Basketball, Cross Country, Golf, Football, Soccer, Volleyball, and Wrestling sports team members in recognition of their Championships.

Mayor Pro Tem Patel issued a proclamation to Orange County Fire Authority Division 7 Chief Schuetz in recognition of May through August as Drowning Prevention.

Mayor Pro Tem issued proclamations to City leaders in recognition of American Asian Pacific Islanders (AAPI) Month.

Council Member Keo recognized Orange County Supervisor's proclamation dedicated to Cambodian Heritage Month.

Interim City Manager introduced Norma Alley as La Palma's new City Clerk; Jake Chavira as La Palma's new Public Works Manager; and Evan Archer as La Palma's new Water Worker.

ORAL COMMUNICATIONS (Time Limit: 5 Minutes Each)

Sharon Gutjhar, a La Palma resident, addressed the City Council regarding her opposition to the medians appearance and layout; and in remembrance of her past husband who was a veteran, requested to have special recognition for Veteran's Day since it's a National holiday.

Council Member Keo recognized the importance of Veteran's Day, her future plans to recognize the date, and announced Ms. Gutjhar's request was heard and acknowledged.

James Bates, a La Palma resident, addressed the City Council regarding the street racing incident that happened on Orangethorpe Avenue; the negative impacts on his apartment community; and that he requested the Police Department address his concerns.

Gerard Goedhart, a La Palma resident, announced that he would like to address Agenda Items 16 regarding the budget and the potential deficit.

CONSENT CALENDAR

All matters listed under Consent Calendar will be acted upon by one motion affirming the action recommended on the Agenda. There will be no separate discussion on these items prior to voting unless members of the City Council, Staff, or the public request that specific items be removed from the Consent Calendar for separate action. Any member of the public who wishes to discuss a Consent Calendar item should come forward to the microphone and, upon recognition by the Mayor, state their name, address, and the item number.

1. Waive the Reading of All Ordinances

Waive the reading of all Ordinances in their entirety and read by title only.

2. Approval of Council Minutes
Minutes of the April 1, 2025, Regular Meeting, and Minutes of the April 15, 2025, Special Meeting of the City Council.
3. Approval of Register of Demands
Resolution No. 2025-20 approving the Registers of Demands for April 15, 2025, and May 6, 2025.
4. Resolution Amending the City Council's Regular Meeting Schedule
Resolution No. 2025-21 amending the City's Council's Regular Meeting schedule for July and December, 2025.
5. Authorize Funding for Annual Contribution to the North Orange County Service Planning Area
Appropriate and allocate \$141,750 from its Housing Fund to cover the City's Fiscal Year 2024-25 required contribution to the North Orange County Service Planning Area.
6. Update to Authorized Signatories for City Banking and Investment Transactions
Resolution No. 2025-22 revising authorized signatories for the City's banking and investment accounts.
7. Agreement between the County of Orange and City of La Palma for the AlertOC Mass Notification System.
Approve and authorize the Interim City Manager, or authorized designee, to execute a Memorandum of Understanding between the City and the County of Orange to allow their use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements. This MOU shall be in effect from December 30, 2024, and shall expire on December 30, 2029.
8. Third Quarter Cash and Investment Report, Fiscal Year 2024-25
Receive and file the report.
9. Third Quarter Operating Report, Fiscal Year 2024-25
Receive and file the report.

10. Award of Contract for Professional Services for Print Publications

Authorize the Interim City Manager to execute an Agreement with The Dot Printer, Inc., to provide professional graphic design, printing and mailing services for the City's quarterly brochure, Mosaic, for an amount not to exceed \$50,000 annually.

11. Authorize Second Amendment to Waste Disposal Agreement

1. Approve the Waste Disposal Agreement one-year extension, including a 2.6% CPI disposal fee increase, through June 30, 2026; and
2. Authorize the Interim City Manager, or designee, to execute the Second Amendment to the Waste Disposal Agreement between the County of Orange and the City of La Palma.

12. Adopt a Resolution Identifying the Road Repair and Accountability Act List (SB 1) of Projects for Fiscal Year 2025-26

Resolution No. 2025-23 identifying a list of projects to be funded by Senate Bill 1 (SB 1), The Road Repair and Accountability Act, for Fiscal Year 2025-26.

13. Notification of Rate Adjustment for Waste and Recycling Services

Receive and file the report regarding the rate adjustment for residential and commercial waste and recycling services, effective July 1, 2025.

Mayor Pro Tem Nitesh Patel made a motion to approve Consent Calendar Items 1-10.

The motion was seconded by Council Member Baker and carried on the following vote:

AYES: Council Member Baker, Council Member Keo, Mayor Pro Tem Nitesh Patel, Council Member Vikesh Patel, and Mayor Waldman

NOES: None

PUBLIC HEARINGS

None Scheduled.

REGULAR ITEMS

14. Adoption of 2025 City Council Goals and Objectives

It is recommended that the City Council approve and adopt the 2025 Goals and Objectives.

Deputy City Manager Cisneros gave the Staff Report.

Council Comments and Questions:

None.

Public Input:

No members of the public wished to speak.

Council Member Baker made a motion to approve and adopt the 2025 Goals and Objectives.

The motion was seconded by Council Member Keo and carried on the following vote:

AYES: Council Member Baker, Council Member Keo, Mayor Pro Tem Nitesh Patel, Council Member Vikesh Patel, and Mayor Waldman

NOES: None

Mayor Waldman moved up Item 16 on the Agenda so a member of the public can speak on the matter as requested.

16. Long-Term Fiscal Status and Draft Fiscal Year 2025-26 Budget

It is recommended that the City Council:

1. Receive the staff presentation on the Long-Term Fiscal Status Update;
2. Receive an overview of the Draft Fiscal Year 2025-26 Budget and provide direction for additional materials or information needed for the final budget to be presented on June 3, 2025; and
3. Transfer \$4.3 million from General Fund Unreserved Fund Balance to Emergency Reserve (\$2.3 million), Capital Outlay Reserves (\$1 million) and General Fund Budget Reserve (\$1 million) funds.

Financial Consultant Mike Matsumoto gave the Staff Report.

Council Comments and Questions:

Discussion ensued regarding the \$25,000 training budget for Goal Setting, that Council Member Keo suggested that the City Council eliminate this spending for a consultant; and clarification that if the City did not do the planned fund transfers, the 10-year forecast would not show a deficit.

Public Input:

Gerard Goedhart, a La Palma resident, addressed the City Council regarding the lack of assumptions in the Staff Report; opposition to the deficit; that the Staff Report did not explain how to fix the deficit; that the estimates in the proposal are high; that he is troubled by the proposed 10-year forecast; the previous history of La Palma's finances and the cuts made to resolve concerns; the current economic uncertainty; opposition to the City Council voting in favor of the labor agreements and address the deficit with labor groups that could result in job losses; and ensure the City's financial future by not thinking short-term.

Council discussion ensued regarding the 3.5% percent increase in property taxes projected each year, but the actual is going up 6%; that the City consistently uses more conservative numbers when making assumptions for the fiscal budget forecast; that only in Fiscal Year 2008-09 was the 3.5% increase not achieved; that other assumptions used for this forecast is the anticipated sales tax increase that is expected; that the TOT was assumed below last year's total, even though it might increase by 1%; that once the City stopped reliance on the bulk fuel source, we stopped adding it to the budget altogether; that bulk fuel is no longer counted as revenue when making projections; that even if the City goes into a recession, it only means we won't see as large of a surplus as presented; that it is likely that our revenue will balance itself out because the City projects and makes assumptions on lower than expected revenue; that Staff took a 10% pay cut in the past; that Staff was

underpaid when compared to other comparable cities; and a brief history of the previous Staff cuts and labor agreements.

Mayor Waldman made a motion to approve the transfer of \$4.3 million from General Fund Unreserved Fund Balance to the Emergency Reserve (\$2.3 million), Capital Outlay Reserves (\$1 million) and the General Fund Budget Reserve (\$1 million) funds.

The motion was seconded by Council Member Baker and carried on the following vote:

AYES: Council Member Baker, Council Member Keo, Mayor Pro Tem Nitesh Patel, Council Member Vikesh Patel, and Mayor Waldman

NOES: None

15. Ratification of Labor Agreements and Updated Management Resolution

It is recommended that the City Council take the following actions:

1. Adopt a Resolution approving the Memorandum of Understanding between the City of La Palma and the La Palma General Employees Association;
2. Adopt a Resolution approving the Memorandum of Understanding between the City of La Palma and the La Palma Professional Employees Association;
3. Adopt a Resolution approving the Memorandum of Understanding between the City of La Palma and the La Palma Police Association; and
4. Adopt a Resolution approving the Salary Schedule and Comprehensive Listing of Personnel Practices and Benefits for Executive Management Employees.

Deputy City Manager Cisneros gave the Staff Report.

Council Comments and Questions:

None.

Public Input:

Gerard Goedhart, a La Palma resident, addressed the City Council regarding his affirmation of previous comments urging the City Council not to approve the labor agreements; the potential deficit; that the City has already increased the TOT and fees; and asked the City Council to renegotiate with Staff.

Scott Yasuda, a La Palma resident, addressed the City Council regarding his support for former Council Member Goedhart's comments; that he would implore the City Council to postpone the labor agreements until a deeper analysis of revenues is examined; and his concern on how bankruptcy would affect a city and its residents.

Mayor Pro Tem Patel repeated the City's conservative fiscal projections even during the downturn during COVID; that after COVID, the City had a \$150,000 surplus; that Staff does not account for true revenues which helps during stagnate growth; that even today, the City's sales tax has not declined while the state sales tax has declined by 2%; that the reason for the deficit on paper is a result of the City Council transferring funds from the General Fund to other funds; that again, Staff does not account for bulk fuel revenue; that the City Council will be able to reevaluate where the City stands financially at the next labor negotiations in 3 years in FY 2028-29; that the City Council has a reopener clause in all labor agreements in case there is a future financial crisis; the City Council has always taken a conservative and cautious approach to the budget; the Financial Consultant's history and expertise in the field of finance; that there is no certainty regarding the economy; that projections were not made with respect to tariff impacts; that it is more prudent to act with caution with the proper safeguards, than to react out of fear; Mayor Pro Tem Patel's support for the proposals; that the same financial projections are being made today that were made during the previous presidential administration; that City Attorney Thind confirmed that all the labor agreements have a reopener clause in case of significant revenue downfalls; and that Mayor Pro Tem Patel suggested that Staff can keep the City Council abreast of sales tax numbers on a quarterly basis if he gives direction to do so at a later time.

Mayor Pro Tem Patel made a motion to adopt Resolution No. 2025-24 approving the Memorandum of Understanding between the City of La Palma and the La Palma General Employees Association.

The motion was seconded by Mayor Waldman and carried on the following vote:

AYES: Council Member Baker, Council Member Keo, Mayor Pro Tem Nitesh Patel, Council Member Vikesh Patel, and Mayor Waldman

NOES: None

Mayor Pro Tem Patel made a motion to adopt Resolution No. 2025-25 approving the Memorandum of Understanding between the City of La Palma and the La Palma Professional Employees Association.

The motion was seconded by Council Member Baker and carried on the following vote:

AYES: Council Member Baker, Council Member Keo, Mayor Pro Tem Nitesh Patel, Council Member Vikesh Patel, and Mayor Waldman

NOES: None

Mayor Pro Tem Patel made a motion to adopt Resolution No. 2025-26 approving the Memorandum of Understanding between the City of La Palma and the La Palma Police Association.

The motion was seconded by Council Member Baker and carried on the following vote:

AYES: Council Member Baker, Council Member Keo, Mayor Pro Tem Nitesh Patel, Council Member Vikesh Patel, and Mayor Waldman

NOES: None

Mayor Pro Tem Patel made a motion to adopt Resolution No. 2025-27 approving the Salary Schedule and Comprehensive Listing of Personnel Practices and Benefits for Executive Management Employees.

The motion was seconded by Council Member Baker and carried on the following vote:

AYES: Council Member Baker, Council Member Keo, Mayor Pro Tem Nitesh Patel, Council Member Vikesh Patel, and Mayor Waldman

NOES: None

COUNCIL MEMBER AB1234 REPORTS, REPORTS FROM CITY-AFFILIATED COMMITTEES, AND COUNCIL REMARKS

Council Member Vikesh Patel attended the City Selection Committee; Congressman Derek Tran's District Open House; a ride along with the La Palma Police Department (LPPD); the City Council's Special meeting; OC San Strategic Planning Meeting; the OC SAN Board of Directors meeting; the Orange County Library Advisory Board (OC LAB) Executive Committee meeting; and congratulated Norma Alley, Jake Chavira, and Evan Archer on their new positions.

Council Member Baker attended the OC San Operations Committee Meeting & Tour of Plant 2 in Huntington Beach; the Southern California Association of Governments (SCAG) Community, Economic, and Housing Development (CEHD) Policy Committee Meeting; the SCAG Regional Council Meeting; Congressman Derek Tran's District Open House; moderated the League of California Cities (Cal Cities) Mayors and Council Members Roundtable; the Orange County Older Adults Advisory Commission (OCOAAC) Meeting; the Cal Cities Orange County Division (OC Div) Board of Directors Meeting; the Economic Development and Land Use Ad Hoc Meeting; the Cal Cities OC Div City Leaders Summit Prep Call; the City Council's Special Meeting; the OC San Strategic Planning Meeting; the Association of California Cities-Orange County (ACC-OC) Special Briefing; the Orange County Mosquito and Vector Control District (OCMVCD) Board of Trustees Meeting; the Orange County Council of Governments (OCCOG) Board Member Orientation; the 2025 Cal Cities City Leaders Summit; the OCCOG Board of Directors Meeting; the John F. Kennedy Scholarship Dinner; the Fiscal Year 2025-26 Budget Review meeting; the SCAG Regional Conference and General Assembly; the Ralph Anderson meeting regarding recruitment for new city manager; the Police Interacting with Youth (PIY) Graduation at George B. Miller Elementary School; the OCMVCD Budget Workshop Meeting; welcomed Norma Alley, Jake Chavira, and Evan Archer; congratulated YLOC on their 10th anniversary; congratulated the Athletic division of John F. Kennedy High School on their championships; wished everyone a happy Mother's day; and reminded everyone of the upcoming Memorial Day ceremony on Monday, May 26th at the Civic Center.

Mayor Pro Tem Patel attended the Orange County Fire Authority (OCFA) Finance Committee meeting; the Ad Hoc committee to interview the executive recruitment firms or the next City Manager position; the Special City Council meeting; the OCFA Executive Committee meeting; that he still attended the Festival of Nations parade to recognize the participants who showed up; the Ralph Anderson meeting regarding recruitment for new city manager; the John F. Kennedy Scholarship Dinner; the OCFA Human Resource Committee meeting; and announced he'd like to add some items to a future agenda.

Council Member Keo congratulated the youth being recognized during today's presentations; thanked the OC Board of Supervisors and City Council for recognizing April as Cambodian Heritage month; the Metropolitan Water District of Orange County (MWDOC) meeting; Congressman Derek Tran's District Open House; announced she is planning an Asian Heritage celebration with Congressman Derek Tran planned for May 23rd in Cerritos; the SCAG General Assembly; the Cal Cities Leaders Summit; a business mixer in Orange County; and wished everyone a happy Mother's day.

Mayor Waldman attended the Ad Hoc committee to interview the executive recruitment firms for the next City Manager position.

Pursuant to City Council Policy 1, Mayor Pro Tem Patel asked to agendaize the rescheduling the Festival of Nations (FON) to September, requesting a second on this request. Council Member Baker seconded his request. Additionally, he requested to recognize a family that helped to keep the attendees in the FON Parade dry and protect them from the rain and will get the name(s) over to the City Clerk's office.

Council Member Keo requested a second for her Asian Heritage celebration event she's planning in Cerritos. Discussion ensued regarding whether this is a Council Agenda request that requires a second, or if this is simply an event she is inviting the City Council to attend, and clarification was made that this is not a matter for the Agenda. City Attorney Thind added a point of clarification that an invitation to an event does not require a second, but rather putting an item on the Agenda does require the second from a member of the City Council.

CITY MANAGER REMARKS

Interim City Manager Egan announced that this week is Professional Municipal Clerk's week and noted his recognition of City Clerk Kenney for her years of dedicated service and welcomed new City Clerk Alley on board. He added that this is also California Public Service Recognition Week and expressed his appreciation to the entire Staff.

CITY ATTORNEY REMARKS

City Attorney Thind had nothing to report.

ADJOURNMENT

Mayor Waldman adjourned the Regular Meeting of the La Palma City Council at 9:42 p.m. in memory of former resident and long time volunteer, Ted Reina, who passed away

peacefully. He added that he served La Palma faithfully for 26 years as a Volunteer in Policing and was a trusted member of the La Palma Police Department, and closed by announcing the City Council's heartfelt condolences to his son John and his family.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. 3



MEETING DATE: June 3, 2025
TO: City Council
FROM: City Manager
SUBMITTED BY: Joseph Cisneros, Deputy City Manager
AGENDA TITLE: Approval of Register of Demands

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution approving the Registers of Demands for May 20, 2025, and June 3, 2025.

SUMMARY:

The laws of the State of California governing General Law Cities and the La Palma Municipal Code provide that the City Council shall approve all payments made by the City.

A Register of Demands is provided at each City Council Meeting describing each payment made or to be made by the City during the specified period.

FISCAL IMPACT:

Sufficient funds are available to process all payments.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA APPROVING THE REGISTERS OF DEMANDS
FOR MAY 20, 2025, AND JUNE 3, 2025**

WHEREAS, certain financial obligations are due and payable by the City of La Palma, a General Law City, as of May 20, 2025, and June 3, 2025; and

WHEREAS, the laws of the State of California governing General Law Cities and the Municipal Code of La Palma provide that the City Council of a General Law City shall approve all payments by said City from the various established funds of said City; and

WHEREAS, the City Manager and the City Council of the City of La Palma have ascertained that the following lists of obligations as submitted by the City of La Palma are paid or legally due and payable by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of La Palma hereby approves the attached Registers of Demands dated May 20, 2025, and June 3, 2025, and incorporated herein by reference.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 3rd day of June, 2025.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)

Resolution No. 2025-__
Page 1 of 2

COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 3rd day of June, 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk



City of La Palma

Warrant Register
By Vendor Name

Post Dates 5/7/2025 - 5/20/2025

Approval

Reviewed by:

Joseph Cisneros

AUC77AC70FBC48C...
Joseph Cisneros - Deputy City Manager

Mike Egan

8D5CA115BFD3438...
Michael Egan - Interim City Manager

Warrant Register				Post Dates: 5/7/2025 - 5/20/2025
Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01004 - A C S BILLING SERVICE				
05/20/2025	APA002603	A C S BILLING SERVICE	3/31 PROGRAMMING SVCS/WTR	95.00
Vendor 01004 - A C S BILLING SERVICE Total:				95.00
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
05/20/2025	APA002604	ADMIRAL PEST CONTROL INC	3/12 GOPHER CONTROL/CP	175.00
05/20/2025	APA002604	ADMIRAL PEST CONTROL INC	3/27 GOPHER CONTROL/CP	175.00
05/20/2025	APA002604	ADMIRAL PEST CONTROL INC	4/18 GOPHER CONTROL/CP	175.00
05/20/2025	APA002604	ADMIRAL PEST CONTROL INC	4/25 GOPHER CONTROL/CP	175.00
05/20/2025	APA002604	ADMIRAL PEST CONTROL INC	5/2 GOPHER CONTROL/CP	175.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				875.00
Vendor: 01047 - AFLAC				
05/20/2025	APA002605	AFLAC	May '25 Aflac Ins Prem W/H	200.16
Vendor 01047 - AFLAC Total:				200.16
Vendor: 01064 - ALL CITY MANAGEMENT SVC INC				
05/20/2025	APA002606	ALL CITY MANAGEMENT SVC I...	3/30-4/12 CROSSING GUARD SVC/PD	7,179.23
05/20/2025	APA002606	ALL CITY MANAGEMENT SVC I...	4/13-4/26 CROSSING GUARD SVCS/PD	7,482.35
Vendor 01064 - ALL CITY MANAGEMENT SVC INC Total:				14,661.58
Vendor: 04632 - AMBER LEE				
05/20/2025	APA002650	AMBER LEE	13167 DAY CAMP RFD	107.00
05/20/2025	APA002650	AMBER LEE	13164 LESS CANCELLATION FEE	-11.00
05/20/2025	APA002650	AMBER LEE	13165 DAY CAMP RFD	165.00
05/20/2025	APA002650	AMBER LEE	13164 DAY CAMP RFD	165.00
05/20/2025	APA002650	AMBER LEE	13166 DAY CAMP RFD	165.00
05/20/2025	APA002650	AMBER LEE	13168 DAY CAMP RFD	165.00
Vendor 04632 - AMBER LEE Total:				756.00
Vendor: 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE				
05/20/2025	APA002607	AMERICAN TIRE DEPOT - BIG ...	4/16 REPL BRKS & ROTORS/#751	594.13
05/20/2025	APA002607	AMERICAN TIRE DEPOT - BIG ...	4/28 REPL TIRE/#747	308.53
Vendor 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE Total:				902.66
Vendor: 01015 - AT&T				
05/20/2025	39907	AT&T	5/1#995-1569 WALKER ST SYNCH - BAN 9391033976	31.89
05/20/2025	39907	AT&T	5/4#523-4309 EOC LINES/PD-BAN 9391033970	244.32
05/20/2025	39907	AT&T	5/4#523-7351FAX/PD-BAN 9391033971	35.41
05/20/2025	39907	AT&T	MAY'25 DISPATCH PHONE SERV/PD-BAN 9391084360	137.36
Vendor 01015 - AT&T Total:				448.98
Vendor: 01194 - BESST INC				
05/20/2025	APA002611	BESST INC	WATER QUALITY IMPROVEMENTS/ CITY YARD WELL PROJECT	3,105.00
05/20/2025	APA002611	BESST INC	4/30 ENG REPORT/CY	12,443.00
Vendor 01194 - BESST INC Total:				15,548.00
Vendor: 01208 - BLUE RIBBON TROPHY CO				
05/20/2025	APA002612	BLUE RIBBON TROPHY CO	CHAMBER PLATE&BADGE/DCC	147.22
05/20/2025	APA002612	BLUE RIBBON TROPHY CO	CHAMBER PLATES&BADGES/ICM&CCMBR	65.75
05/20/2025	APA002612	BLUE RIBBON TROPHY CO	CHAMBER PLATES&BADGES/CCLRK&P...	108.31
Vendor 01208 - BLUE RIBBON TROPHY CO Total:				321.28
Vendor: 05176 - BUREAU VERITAS NORTH AMERICA INC				
05/20/2025	APA002613	BUREAU VERITAS NORTH AM...	MAR'25 BLDG INSP SVCS/BS	6,840.00

Warrant Register				Post Dates: 5/7/2025 - 5/20/2025
Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
05/20/2025	APA002613	BUREAU VERITAS NORTH AM...	MAR'25 PERMIT TECH SVCS/BSD	3,780.00
05/20/2025	APA002613	BUREAU VERITAS NORTH AM...	MAR'25 PLAN CK SVCS HOURLY/BSD	3,000.83
05/20/2025	APA002613	BUREAU VERITAS NORTH AM...	MAR'25 BLDG OFF SVCS/BSD	840.00
05/20/2025	APA002613	BUREAU VERITAS NORTH AM...	MAR'25 BLDG INSP MLGE/BSD	184.80
Vendor 05176 - BUREAU VERITAS NORTH AMERICA INC Total:				14,645.63
Vendor: 01251 - C D W GOVERNMENT INC				
05/20/2025	APA002614	C D W GOVERNMENT INC	(18)ADOBE ACROBAT PRO LICENSE/CITYWIDE	1,823.58
Vendor 01251 - C D W GOVERNMENT INC Total:				1,823.58
Vendor: 01252 - C F P INC				
05/20/2025	APA002615	C F P INC	(1)APR'25 BLOOD TEST/PD	147.50
Vendor 01252 - C F P INC Total:				147.50
Vendor: 01262 - CA BUILDING STANDARDS COMM				
05/20/2025	39908	CA BUILDING STANDARDS C...	JAN-MAR'25 LESS 10% CITY COLLECTION FEE	-21.40
05/20/2025	39908	CA BUILDING STANDARDS C...	JAN-MAR'25 CBSC FEE/BSD	214.00
Vendor 01262 - CA BUILDING STANDARDS COMM Total:				192.60
Vendor: 05610 - CAMILLE VALLEY				
05/20/2025	APA002685	CAMILLE VALLEY	4/7-4/28 BALLET & TAP	117.00
05/20/2025	APA002685	CAMILLE VALLEY	4/7-4/28 BALLET	39.00
Vendor 05610 - CAMILLE VALLEY Total:				156.00
Vendor: 05823 - CARLOS MARTINEZ				
05/20/2025	APA002616	CARLOS MARTINEZ	4/27 GAZEBO DEPOSIT RFD	100.00
Vendor 05823 - CARLOS MARTINEZ Total:				100.00
Vendor: 05652 - CASC ENGINEERING AND CONSULTING INC				
05/20/2025	APA002617	CASC ENGINEERING AND CON...	MAR'25 CITY ENG'R SVCS/NPDES	2,062.00
Vendor 05652 - CASC ENGINEERING AND CONSULTING INC Total:				2,062.00
Vendor: 05081 - CATHERINE ROCHA VELEZ				
05/20/2025	APA002669	CATHERINE ROCHA VELEZ	2/13-4/24 ZUMBA	321.75
05/20/2025	APA002669	CATHERINE ROCHA VELEZ	2/9-4/13 BALLET BARRE	195.00
Vendor 05081 - CATHERINE ROCHA VELEZ Total:				516.75
Vendor: 02669 - CHARTER COMMUNICATIONS				
05/13/2025	DFT0010026	CHARTER COMMUNICATIONS	4/11/25-5/10/25 Internet SVC/CH-ACCT NO.188679701	424.67
Vendor 02669 - CHARTER COMMUNICATIONS Total:				424.67
Vendor: 05455 - CHARTER COMMUNICATIONS				
05/13/2025	DFT0010025	CHARTER COMMUNICATIONS	4/11-5/10 INTERNET SVC/CY&CH-ACCT NO.188679101	1,132.16
05/13/2025	DFT0010025	CHARTER COMMUNICATIONS	4/11-5/10 INTERNET SVC/CY&CH-ACCT NO.188679101	485.21
Vendor 05455 - CHARTER COMMUNICATIONS Total:				1,617.37
Vendor: 05456 - CHARTER COMMUNICATIONS				
05/13/2025	DFT0010027	CHARTER COMMUNICATIONS	4/11-5/10 INTERNET SVC/WW-ACCT NO. 188678801	719.00
Vendor 05456 - CHARTER COMMUNICATIONS Total:				719.00
Vendor: 03604 - CINTAS CORPORATION				
05/20/2025	APA002618	CINTAS CORPORATION	4/17 UNIFORM SVC/PW	55.35
05/20/2025	APA002618	CINTAS CORPORATION	4/17 UNIFORM SVC/PW	55.35
05/20/2025	APA002618	CINTAS CORPORATION	4/17 UNIFORM SVC/PW	61.49
05/20/2025	APA002618	CINTAS CORPORATION	4/24 MAT RENTAL/REC	150.93
05/20/2025	APA002618	CINTAS CORPORATION	4/24 UNIFORM SVC/PW	63.65
05/20/2025	APA002618	CINTAS CORPORATION	4/24 UNIFORM SVC/PW	63.65
05/20/2025	APA002618	CINTAS CORPORATION	4/24 UNIFORM SVC/PW	54.65

Warrant Register				Post Dates: 5/7/2025 - 5/20/2025
Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
05/20/2025	APA002618	CINTAS CORPORATION	5/1 UNIFORM SVC/PW	63.65
05/20/2025	APA002618	CINTAS CORPORATION	5/1 UNIFORM SVC/PW	63.65
05/20/2025	APA002618	CINTAS CORPORATION	5/1 UNIFORM SVC/PW	54.65
Vendor 03604 - CINTAS CORPORATION Total:				687.02
Vendor: 03283 - CITY NATIONAL BANK				
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/15 ORAL BOARD/PD	209.90
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/4 INSTL POWERSTEP DEPOSIT RFD/#756	-200.00
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/21 REPL WINDSHLD/#738	590.75
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/14 RPL BATTERY/#743	374.68
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/4 INSTALL POWERSTEP/#756	2,720.00
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/29 SUPPLIES/PD	16.44
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/4 DISPUTED CHARGES	215.19
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/23 CATERING DEPOSIT/PD	3,809.69
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/14-4/25 SGT SUPV COURSE/PD	186.00
05/12/2025	DFT0010003	CITY NATIONAL BANK	3/30-4/4 POST ICI HOTEL/PD	1,054.75
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/3 PATROL SUPPLIES/PD	186.07
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/22 PATROL SUPPLIES/PD	126.12
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/3 SUPPLIES/PD	72.60
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/3 SUPPLIES/PD	51.09
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/23 EVIDENCE SUPPLIES/PD	607.00
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/23 EVIDENCE SUPPLIES SHP CHRG/PD	199.24
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/29 EVIDENCE SUPPLIES/PD	68.67
05/12/2025	DFT0010003	CITY NATIONAL BANK	4/21 EVIDENCE SUPPLIES/PD	38.32
05/12/2025	DFT0010017	CITY NATIONAL BANK	4/23-25 LOCC CITY LDRS SUMMIT HOTEL/CCMBR	350.25
05/12/2025	DFT0010017	CITY NATIONAL BANK	4/22 52-WK LA TIMES SUBSCRPT/CM	116.00
05/12/2025	DFT0010017	CITY NATIONAL BANK	FY25 IIMC DUES/CLERK	195.00
05/12/2025	DFT0010017	CITY NATIONAL BANK	4/29 NNA DUES&TRNG/CLERK	707.34
05/12/2025	DFT0010017	CITY NATIONAL BANK	4/30 ANNUAL FEE/GG	50.00
05/12/2025	DFT0010017	CITY NATIONAL BANK	4/8-10 PD CHIEF CONF HOTEL/PD CHIEF	428.24
05/12/2025	DFT0010017	CITY NATIONAL BANK	4/13-15 POST SLI CONF HOTEL/PD	434.22
05/12/2025	DFT0010017	CITY NATIONAL BANK	4/17 LANDSCAPE SUPPLIES/CH	98.31
05/12/2025	DFT0010018	CITY NATIONAL BANK	4/30-5/2 SCAG CONF HOTEL/CDD	528.98
05/12/2025	DFT0010018	CITY NATIONAL BANK	5/1-2 SCAG CONF/CDD	550.00
05/12/2025	DFT0010018	CITY NATIONAL BANK	5/4 LOCC CONF HOTEL/CDD	350.26
05/12/2025	DFT0010018	CITY NATIONAL BANK	4/23 WATER TUBE REPAIR PARTS/WTR	201.91
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/9 ICMA ONLINE Course/DCM	50.00
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/14 ICMA Training/DCM	75.00
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/10 MTG Food/CM	61.32
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/9 ICMA TRNG/DCM	75.00
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/29 OFFICE NAMEPLATES/CH	497.81
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/10 Printer Toner/FIN	114.71
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/17 SUPPLIES/EMPL RECOG	35.56
05/12/2025	DFT0010047	CITY NATIONAL BANK	5/1 Computer Supplies/PW	357.63
05/12/2025	DFT0010047	CITY NATIONAL BANK	5/5 Computer Supplies/PW	15.66
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/24 APPLE MOBILE DEVICE MGMT PLAN/PD	74.12
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/14 SUPPLIES/70th ANN	98.93
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/16 SUPPLIES/70th ANN	53.84
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/7 IPAD EXCEL WTR MTR READS APP/WTR	4.99
05/12/2025	DFT0010047	CITY NATIONAL BANK	4/7 IPAD EXCEL WTR MTR READS APP/WTR	4.99

Warrant Register

Post Dates: 5/7/2025 - 5/20/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
05/12/2025	DFT0010048	CITY NATIONAL BANK	FY25/26 ZOOM SUBSCRIPT	839.46
05/12/2025	DFT0010048	CITY NATIONAL BANK	7/22 EXCURSION/DC	2,096.50
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/10 CANVA FITNESS POSTER/JUL4RUN	39.00
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/17 FON REFUND/REC	-45.00
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/17 FON TEST CHRG/REC	45.00
05/12/2025	DFT0010048	CITY NATIONAL BANK	1YR SSL CERTIFICATE RENEWAL	299.99
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/14 CANVA SUBSCRIPTION	119.40
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/13 GODADDY DOMAIN RENEWAL	23.17
05/12/2025	DFT0010048	CITY NATIONAL BANK	5/1 PATRIOTIC BUNTING/CH	381.80
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/24 SUPPLIES/REC	29.88
05/12/2025	DFT0010048	CITY NATIONAL BANK	5/13 PREP MEETING&TRNG/FON	130.23
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/10 CANVA PARADE POSTER/FON	17.00
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/10 CANVA FESTIVAL POSTERS/FON	68.50
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/29 SUPPLIES/FON	344.50
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/29 POSTERS/MEM DAY	344.50
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/29 POSTERS/MEM DAY	47.00
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/17 BANNER/70TH ANN	137.58
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/05 BOOTH/70TH ANN	107.16
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/2 RADIOS/FON	1,009.35
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/25 EVENT RENTAL/FON	1,770.55
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/17 SUPPLIES/FON	183.01
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/14 SUPPLIES/FON	7.17
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/24 SUPPLIES/FON	21.74
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/13 SUPPLIES/FON	6.51
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/15 SUPPLIES/FON	88.68
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/28 SUPPLIES/FON	31.98
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/11 ARBOR DAY SUPPLIES/CAB	64.75
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/11 SUPPLIES/FON	476.17
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/8 ETSY'25 SPRING&SUM SIGN/CAB	110.89
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/10 ARBOR DAY BANNER/CAB	135.00
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/8 ETSY'24 SUM&FALL SIGN/CAB	66.53
05/12/2025	DFT0010048	CITY NATIONAL BANK	6/18 EXCURSION/DC	1,182.16
05/12/2025	DFT0010048	CITY NATIONAL BANK	4/8 CUSTODIAL CLEANING MASK/PW	12.50
Vendor 03283 - CITY NATIONAL BANK Total:				26,049.24
Vendor: 01348 - CITY OF CYPRESS				
05/20/2025	APA002622	CITY OF CYPRESS	JAN-MAR'25 SIGNAL MAINT/PW	539.95
05/20/2025	APA002622	CITY OF CYPRESS	JAN-MAR'25 SIGNAL MAINT/PW	430.42
Vendor 01348 - CITY OF CYPRESS Total:				970.37
Vendor: 01354 - CITY OF LA HABRA - NORTH SPA				
05/20/2025	39911	CITY OF LA HABRA - NORTH S...	FY24/25 NORTH SPA PROGRAM CONTRIBUTIONS	141,729.00
Vendor 01354 - CITY OF LA HABRA - NORTH SPA Total:				141,729.00
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
05/15/2025	39904	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	234.98
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				234.98
Vendor: 01357 - CITY OF LA PALMA PETTY CASH				
05/20/2025	39912	CITY OF LA PALMA PETTY CASH	5/7 POSTAGE STAMPS/FIN	73.00
Vendor 01357 - CITY OF LA PALMA PETTY CASH Total:				73.00

Warrant Register				Post Dates: 5/7/2025 - 5/20/2025
Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01368 - CIVICPLUS				
05/20/2025	APA002619	CIVICPLUS	APR'25 CC MTG CLOSED CAPTIONING/ADM	291.92
05/20/2025	APA002619	CIVICPLUS	5/7 SSL Management CivicPlus	14.83
Vendor 01368 - CIVICPLUS Total:				306.75
Vendor: 01395 - COUNTY OF ORANGE				
05/20/2025	39913	COUNTY OF ORANGE	FEB'25 PARKING CITATIONS/PD	577.00
05/20/2025	39913	COUNTY OF ORANGE	APR'25 AFIS FEE/PD	458.00
05/20/2025	39913	COUNTY OF ORANGE	APR'25 OCATS/CLETS PHONE SVC/PD	1,104.51
05/20/2025	39913	COUNTY OF ORANGE	4QTR 800MHZ COST ALLOC	8,533.47
05/20/2025	39913	COUNTY OF ORANGE	4QTR 800MHZ COST ALLOC	517.18
05/20/2025	39913	COUNTY OF ORANGE	4QTR 800MHZ COST ALLOC	517.18
05/20/2025	39913	COUNTY OF ORANGE	4QTR 800MHZ COST ALLOC	517.18
05/20/2025	39913	COUNTY OF ORANGE	4QTR 800MHZ COST ALLOC	517.18
Vendor 01395 - COUNTY OF ORANGE Total:				12,741.70
Vendor: 04388 - CROSSTOWN ELECTRICAL & DATA INC				
05/20/2025	APA002620	CROSSTOWN ELECTRICAL & D...	OCT'24 SIGNAL RPR/PW	3,320.88
05/20/2025	APA002620	CROSSTOWN ELECTRICAL & D...	APR'25 SIGNAL MAINT/PW	1,260.00
Vendor 04388 - CROSSTOWN ELECTRICAL & DATA INC Total:				4,580.88
Vendor: 01258 - CSMFO				
05/07/2025	DFT0010002	CSMFO	2025 CSMFO DUES/AS	150.00
Vendor 01258 - CSMFO Total:				150.00
Vendor: 04807 - CYNTHIA HILL				
05/20/2025	APA002621	CYNTHIA HILL	4/17 PAVILION DEPOSIT RFD	200.00
Vendor 04807 - CYNTHIA HILL Total:				200.00
Vendor: 01470 - DEPT OF CONSERVATION				
05/20/2025	39909	DEPT OF CONSERVATION	JAN-MAR'25 LESS 5% CITY COLLECTION FEE	-31.70
05/20/2025	39909	DEPT OF CONSERVATION	JAN-MAR'25 SMIP FEES	634.50
Vendor 01470 - DEPT OF CONSERVATION Total:				602.80
Vendor: 01472 - DEPT OF JUSTICE				
05/20/2025	APA002644	DEPT OF JUSTICE	Apr '25 FINGERPRINT/CS VOL (14)	448.00
05/20/2025	APA002644	DEPT OF JUSTICE	Apr '25 FINGERPRINT/CS PT (2)	64.00
05/20/2025	APA002644	DEPT OF JUSTICE	Apr '25 FINGERPRINT/PW FT (2)	64.00
05/20/2025	APA002644	DEPT OF JUSTICE	Apr '25 FINGERPRINT/ADM FT (1)	32.00
05/20/2025	APA002644	DEPT OF JUSTICE	Apr '25 FINGERPRINT/PD PT (1)	32.00
05/20/2025	APA002644	DEPT OF JUSTICE	Apr '25 FINGERPRINT/PD FT (1)	32.00
Vendor 01472 - DEPT OF JUSTICE Total:				672.00
Vendor: 04948 - DEVANATHAN SATTANATHAN				
05/20/2025	APA002671	DEVANATHAN SATTANATHAN	4/27(19)PAVILION DEPOSIT RFD	200.00
Vendor 04948 - DEVANATHAN SATTANATHAN Total:				200.00
Vendor: 04387 - DOG WASTE DEPOT				
05/20/2025	APA002623	DOG WASTE DEPOT	5/2 (4)CASES DOG WASTE BAGS/PW	130.46
Vendor 04387 - DOG WASTE DEPOT Total:				130.46
Vendor: 01512 - DOOLEY ENTERPRISES INC				
05/20/2025	APA002624	DOOLEY ENTERPRISES INC	5/1 AMMUNITION/PD	1,021.47
Vendor 01512 - DOOLEY ENTERPRISES INC Total:				1,021.47
Vendor: 03270 - DYLAN COOK				
05/20/2025	2273	DYLAN COOK	4/14-25 SUPERVISORY TRNG/PD	301.40
Vendor 03270 - DYLAN COOK Total:				301.40

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 05005 - ENIKO BERDITCHEVSKI				
05/20/2025	APA002610	ENIKO BERDITCHEVSKI	13130 SOCCER RFD	69.00
05/20/2025	APA002610	ENIKO BERDITCHEVSKI	13130 PROCESSING FEE RFD	7.86
Vendor 05005 - ENIKO BERDITCHEVSKI Total:				76.86
Vendor: 04787 - ENTERPRISE FM TRUST				
05/20/2025	39910	ENTERPRISE FM TRUST	GAIN ON SETTLED CLIENT VEHICLE 244P9B	-3,280.00
05/20/2025	39910	ENTERPRISE FM TRUST	GAIN ON SETTLED CLIENT VEHICLE 244P8W	-6,125.00
05/20/2025	39910	ENTERPRISE FM TRUST	APR'25 LEASE PMT/LP-58	760.52
05/20/2025	39910	ENTERPRISE FM TRUST	APR'25 LEASE PMT/LP-64	1,602.20
05/20/2025	39910	ENTERPRISE FM TRUST	APR'25 LEASE PMT/LP-63	1,540.06
05/20/2025	39910	ENTERPRISE FM TRUST	APR'25 MAINT MGMT/PW & WTR	53.73
05/20/2025	39910	ENTERPRISE FM TRUST	APR'25 LEASE PMT/LP-62	1,366.25
05/20/2025	39910	ENTERPRISE FM TRUST	APR'25 LEASE PMT/LP-56	911.92
05/20/2025	39910	ENTERPRISE FM TRUST	APR'25 LEASE PMT/LP-51	1,211.12
05/20/2025	39910	ENTERPRISE FM TRUST	APR'25 LEASE PMT/LP-57	753.15
05/20/2025	39910	ENTERPRISE FM TRUST	DMV FEE REFUND VEHICLE 26RJ8P	-31.00
05/20/2025	39910	ENTERPRISE FM TRUST	APR'25 LEASE PMT/LP-60	736.88
05/20/2025	39910	ENTERPRISE FM TRUST	APR'25 LEASE PMT/LP-61	1,373.22
05/20/2025	39910	ENTERPRISE FM TRUST	MAY'25 LEASE PMT/LP-57	672.79
05/20/2025	39910	ENTERPRISE FM TRUST	MAY'25 LEASE PMT/LP-58	679.38
05/20/2025	39910	ENTERPRISE FM TRUST	MAY'25 LEASE PMT/LP-57	814.62
05/20/2025	39910	ENTERPRISE FM TRUST	MAY'25 MAINT MGMT/PW & WTR	54.00
05/20/2025	39910	ENTERPRISE FM TRUST	MAY'25 LEASE PMT/LP-62	1,220.47
05/20/2025	39910	ENTERPRISE FM TRUST	MAY'25 LEASE PMT/LP-61	1,226.70
05/20/2025	39910	ENTERPRISE FM TRUST	MAY'25 LEASE PMT/LP-62	1,375.74
05/20/2025	39910	ENTERPRISE FM TRUST	MAY'25 LEASE PMT/LP-64	1,431.25
05/20/2025	39910	ENTERPRISE FM TRUST	MAY'25 LEASE PMT/LP-62	658.26
Vendor 04787 - ENTERPRISE FM TRUST Total:				9,006.26
Vendor: 05399 - ENTRY SYSTEMS				
05/20/2025	APA002626	ENTRY SYSTEMS	4/18 GATE RPR/PD	1,083.64
Vendor 05399 - ENTRY SYSTEMS Total:				1,083.64
Vendor: 05824 - ESTELLE HONG				
05/20/2025	APA002627	ESTELLE HONG	4/19 COMM CTR DEPOSIT RFD	300.00
05/20/2025	APA002627	ESTELLE HONG	4/19 COMM CTR DEPOSIT RFD	100.00
Vendor 05824 - ESTELLE HONG Total:				400.00
Vendor: 05826 - EUN KIM				
05/20/2025	APA002628	EUN KIM	12772 AEROBICS RFD	72.00
Vendor 05826 - EUN KIM Total:				72.00
Vendor: 01611 - FEDERAL EXPRESS CORPORATION				
05/20/2025	APA002629	FEDERAL EXPRESS CORPORAT...	4/9 PRIORITY MAIL/PD	10.00
Vendor 01611 - FEDERAL EXPRESS CORPORATION Total:				10.00
Vendor: 05071 - FLEETCOR TECHNOLOGIES INC - ARCO				
05/08/2025	DFT0009986	FLEETCOR TECHNOLOGIES INC...	5/3 GASOLINE/PD	341.68
05/08/2025	DFT0009986	FLEETCOR TECHNOLOGIES INC...	5/3 GASOLINE/PW	815.58
05/08/2025	DFT0009986	FLEETCOR TECHNOLOGIES INC...	5/3 GASOLINE/REC	72.13
Vendor 05071 - FLEETCOR TECHNOLOGIES INC - ARCO Total:				1,229.39
Vendor: 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING				
04/21/2025	DFT0009988	FLEETCOR TECHNOLOGIES INC...	4/15 GASOLINE/PD	439.24
04/21/2025	DFT0009988	FLEETCOR TECHNOLOGIES INC...	4/15 VOLUME DISCOUNT	-2.76
Vendor 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING Total:				436.48
Vendor: 01631 - FRANCHISE TAX BOARD				
05/15/2025	DFT0010023	FRANCHISE TAX BOARD	State Tax Withholding	-36.36
05/15/2025	DFT0010029	FRANCHISE TAX BOARD	State Tax Withholding	254.75

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05/15/2025	DFT0010045	FRANCHISE TAX BOARD	State Tax Withholding	14,759.19
Vendor 01631 - FRANCHISE TAX BOARD Total:				14,977.58
Vendor: 01649 - GALLS - QUARTERMASTER				
05/20/2025	APA002630	GALLS - QUARTERMASTER	4/17 NAMEPLATES/PD	19.22
Vendor 01649 - GALLS - QUARTERMASTER Total:				19.22
Vendor: 05806 - Gemini Group Consulting, LLC				
05/20/2025	APA002631	Gemini Group Consulting, LLC	2025 ANNUAL WATER QUALITY REPORT	5,045.00
Vendor 05806 - Gemini Group Consulting, LLC Total:				5,045.00
Vendor: 01669 - GLOBALSTAR USA				
05/20/2025	APA002632	GLOBALSTAR USA	4/16 #254-241-0048&49/PD	176.78
Vendor 01669 - GLOBALSTAR USA Total:				176.78
Vendor: 01678 - GOVERNMENT JOBS.COM INC				
05/20/2025	APA002633	GOVERNMENT JOBS.COM INC	NEOGOV 12-MO Recruitment Software/HR	7,362.84
Vendor 01678 - GOVERNMENT JOBS.COM INC Total:				7,362.84
Vendor: 01679 - GOVERNMENTAL FINANCIAL SVCS				
05/20/2025	2275	GOVERNMENTAL FINANCIAL ...	APR'25 ACCOUNTING SVCS/ADM	5,853.38
05/20/2025	2275	GOVERNMENTAL FINANCIAL ...	APR'25 ACCOUNTING SVCS/ADM	3,724.87
05/20/2025	2275	GOVERNMENTAL FINANCIAL ...	APR'25 ACCOUNTING SVCS/ADM	3,547.50
05/20/2025	2275	GOVERNMENTAL FINANCIAL ...	APR'25 ACCOUNTING SVCS/ADM	1,064.25
Vendor 01679 - GOVERNMENTAL FINANCIAL SVCS Total:				14,190.00
Vendor: 01684 - GRAINGER				
05/20/2025	APA002634	GRAINGER	2/18 JANITORIAL SUPPLIES/PW	697.49
05/20/2025	APA002634	GRAINGER	2/18 JANITORIAL SUPPLIES/PW	589.43
05/20/2025	APA002634	GRAINGER	2/19 JANITORIAL SUPPLIES/PW	236.94
05/20/2025	APA002634	GRAINGER	2/19 JANITORIAL SUPPLIES/PW	203.54
Vendor 01684 - GRAINGER Total:				1,727.40
Vendor: 01699 - HACH COMPANY				
05/20/2025	APA002636	HACH COMPANY	TESTING SUPPLIES/WTR	559.30
Vendor 01699 - HACH COMPANY Total:				559.30
Vendor: 01709 - HARTZOG & CRABILL INC				
05/20/2025	APA002637	HARTZOG & CRABILL INC	OCT'24 TRAFFIC ENG SVC/PW	2,040.00
05/20/2025	APA002637	HARTZOG & CRABILL INC	NOV'24 TRAFFIC ENG SVC/PW	1,400.00
05/20/2025	APA002637	HARTZOG & CRABILL INC	DEC'24 TRAFFIC ENG SVC/PW	3,932.50
05/20/2025	APA002637	HARTZOG & CRABILL INC	JAN'25 TRAFFIC ENG SVC/PW	1,190.00
05/20/2025	APA002637	HARTZOG & CRABILL INC	FEB'25 TRAFFIC ENG SVC/PW	1,505.00
05/20/2025	APA002637	HARTZOG & CRABILL INC	MAR'25 TRAFFIC ENG SVC/PW	1,085.00
Vendor 01709 - HARTZOG & CRABILL INC Total:				11,152.50
Vendor: 02642 - HOME DEPOT				
05/20/2025	APA002638	HOME DEPOT	4/17 SUPPLIES/PD	172.31
05/20/2025	APA002638	HOME DEPOT	4/24 SUPPLIES/REC	402.51
Vendor 02642 - HOME DEPOT Total:				574.82
Vendor: 04964 - IMRAN KHALID				
05/20/2025	APA002646	IMRAN KHALID	6/14 PAVILION DEPOSIT RFD	200.00
Vendor 04964 - IMRAN KHALID Total:				200.00
Vendor: 05649 - INFINITY TECHNOLOGIES				
05/20/2025	APA002639	INFINITY TECHNOLOGIES	APR'25 IT SVCS	13,083.00
05/20/2025	APA002639	INFINITY TECHNOLOGIES	APR'25 SENTINEL ONE	595.00
05/20/2025	APA002639	INFINITY TECHNOLOGIES	APR'25 DUO	138.00
05/20/2025	APA002639	INFINITY TECHNOLOGIES	Infinity Technologies - Special Projects	3,142.50
Vendor 05649 - INFINITY TECHNOLOGIES Total:				16,958.50

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Vendor: 01764 - INTERNAL REVENUE SERVICE					
05/15/2025	DFT0010015	INTERNAL REVENUE SERVICE	Medicare	0.94	
05/15/2025	DFT0010022	INTERNAL REVENUE SERVICE	Federal Tax Withholding	-68.70	
05/15/2025	DFT0010024	INTERNAL REVENUE SERVICE	Medicare	-12.00	
05/15/2025	DFT0010028	INTERNAL REVENUE SERVICE	Federal Tax Withholding	661.69	
05/15/2025	DFT0010030	INTERNAL REVENUE SERVICE	Medicare	96.30	
05/15/2025	DFT0010044	INTERNAL REVENUE SERVICE	Federal Tax Withholding	38,900.97	
05/15/2025	DFT0010046	INTERNAL REVENUE SERVICE	Medicare	8,426.20	
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				48,005.40	
Vendor: 01775 - IRON MOUNTAIN					
05/20/2025	APA002640	IRON MOUNTAIN	MAY'25 RECORDS STORAGE	300.17	
Vendor 01775 - IRON MOUNTAIN Total:				300.17	
Vendor: 01781 - J D L DESIGN					
05/20/2025	APA002641	J D L DESIGN	07/06/24-03/24/25 SCADA UPGRADE PROJ/WTR	8,033.85	
Vendor 01781 - J D L DESIGN Total:				8,033.85	
Vendor: 05140 - JACOB GREEN & ASSOCIATES INC					
05/20/2025	APA002635	JACOB GREEN & ASSOCIATES ...	4/2&30 Executive Coaching Svcs/DCM	500.00	
Vendor 05140 - JACOB GREEN & ASSOCIATES INC Total:				500.00	
Vendor: 05821 - JEANETT TESHIBA					
05/20/2025	APA002642	JEANETT TESHIBA	13092 CHESS RFD	70.00	
05/20/2025	APA002642	JEANETT TESHIBA	13092 TAI CHI RFD	53.00	
05/20/2025	APA002642	JEANETT TESHIBA	13092 LESS CANCELLATION FEE	-11.00	
Vendor 05821 - JEANETT TESHIBA Total:				112.00	
Vendor: 03591 - JOANNE PAI					
05/20/2025	APA002662	JOANNE PAI	4/27 PAVILION DEPOSIT RFD	100.00	
Vendor 03591 - JOANNE PAI Total:				100.00	
Vendor: 05816 - JOHN ROBINSON CONSULTING, INC.					
05/20/2025	APA002643	JOHN ROBINSON CONSULTING..	CONSULTING SVCS/WTR	7,185.00	
Vendor 05816 - JOHN ROBINSON CONSULTING, INC. Total:				7,185.00	
Vendor: 01938 - KEN GRODY FORD					
05/20/2025	APA002645	KEN GRODY FORD	4/30 REPL FUEL HOUSING DOOR/#738	269.73	
Vendor 01938 - KEN GRODY FORD Total:				269.73	
Vendor: 05331 - KIDZ TALENT ACADEMY					
05/20/2025	APA002647	KIDZ TALENT ACADEMY	4/8-4/29 BASKETBALL SKILLS & DRILLS	102.70	
05/20/2025	APA002647	KIDZ TALENT ACADEMY	4/8-4/29 BASKETBALL SKILLS & DRILLS	205.40	
05/20/2025	APA002647	KIDZ TALENT ACADEMY	4/1-4/22 YOUTH GYMNASTICS & TUMBLING	280.80	
Vendor 05331 - KIDZ TALENT ACADEMY Total:				588.90	
Vendor: 05589 - KRITSINA DULLINGER					
05/20/2025	APA002625	KRITSINA DULLINGER	13145 GYMNASTICS RFD	72.00	
Vendor 05589 - KRITSINA DULLINGER Total:				72.00	
Vendor: 01973 - L A U S D-PERSONNEL COMMISSION					
05/20/2025	APA002648	L A U S D-PERSONNEL COMMI...	4/24 Bilingual Test/(1)Adm	90.00	
Vendor 01973 - L A U S D-PERSONNEL COMMISSION Total:				90.00	
Vendor: 01975 - L P G E A					
05/15/2025	39903	L P G E A	LPGEA Dues Withheld	252.00	
Vendor 01975 - L P G E A Total:				252.00	
Vendor: 01981 - LA PALMA CHESS CLUB					
05/20/2025	APA002649	LA PALMA CHESS CLUB	2/7-4/18 CHESS	1,525.00	
Vendor 01981 - LA PALMA CHESS CLUB Total:				1,525.00	

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Vendor: 01988 - LA PALMA POLICE ASSN				
05/15/2025	39905	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,472.28
Vendor 01988 - LA PALMA POLICE ASSN Total:				1,472.28
Vendor: 04657 - LISA AMSELL				
05/20/2025	APA002608	LISA AMSELL	2/1-4/29 MARTIAL ARTS	1,170.00
05/20/2025	APA002608	LISA AMSELL	2/1-4/26 MARTIAL ARTS	1,365.00
05/20/2025	APA002608	LISA AMSELL	4/5-4/26 MARTIAL ARTS	65.00
Vendor 04657 - LISA AMSELL Total:				2,600.00
Vendor: 01976 - LPPEA				
05/15/2025	39906	LPPEA	LPPEA Dues Withheld	60.00
Vendor 01976 - LPPEA Total:				60.00
Vendor: 05072 - MASTERLUBE CYPRESS				
05/20/2025	APA002651	MASTERLUBE CYPRESS	4/23 OIL CHANGE/#747	99.81
Vendor 05072 - MASTERLUBE CYPRESS Total:				99.81
Vendor: 02183 - MINUTEMAN PRESS				
05/20/2025	APA002653	MINUTEMAN PRESS	4/24 (46) SIGNS/FON	155.08
Vendor 02183 - MINUTEMAN PRESS Total:				155.08
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
05/15/2025	APA002601	MISSION SQUARE - PLAN 302...	Deferred Comp	1,192.30
05/15/2025	APA002601	MISSION SQUARE - PLAN 302...	Deferred Comp	1,690.00
05/15/2025	APA002601	MISSION SQUARE - PLAN 302...	Deferred Comp	3,245.52
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				6,127.82
Vendor: 02197 - MOTION PICTURE LICENSING CORP				
05/20/2025	APA002654	MOTION PICTURE LICENSING ...	JUL'25-JUN'26 MOVIE LICENSE	772.80
Vendor 02197 - MOTION PICTURE LICENSING CORP Total:				772.80
Vendor: 02202 - MUR CAL INC				
05/20/2025	APA002655	MUR CAL INC	12/6 EQUIP RPR/WTR	289.33
Vendor 02202 - MUR CAL INC Total:				289.33
Vendor: 02217 - NATIONAL AUTO FLEET GROUP				
05/20/2025	APA002656	NATIONAL AUTO FLEET GROUP	4/28 2025 FORD POLICE UTILITY VEH/#755	55,631.77
Vendor 02217 - NATIONAL AUTO FLEET GROUP Total:				55,631.77
Vendor: 02219 - NATIONAL READY MIXED CONCRETE SALES LLC				
05/20/2025	APA002657	NATIONAL READY MIXED CON...	4/17 LEAK RPR SUPPLIES/5772 SAN SIMEON	732.98
Vendor 02219 - NATIONAL READY MIXED CONCRETE SALES LLC Total:				732.98
Vendor: 05810 - NICHOLAS POLIZZI				
05/20/2025	APA002659	NICHOLAS POLIZZI	4/27 GAZEBO DEPOSIT RFD	100.00
Vendor 05810 - NICHOLAS POLIZZI Total:				100.00
Vendor: 02248 - OCCUPATIONAL HEALTH CENTERS OF CA				
05/20/2025	APA002660	OCCUPATIONAL HEALTH CEN...	4/23 EMPL PHYS/(1)CS PT	34.00
05/20/2025	APA002660	OCCUPATIONAL HEALTH CEN...	5/2 EMPL PHYS/(1)CS PT	577.00
Vendor 02248 - OCCUPATIONAL HEALTH CENTERS OF CA Total:				611.00
Vendor: 02290 - PACIFIC TELEMAGEMENT SVCS				
05/20/2025	APA002661	PACIFIC TELEMAGEMENT S...	5/1#739-9864 PAYPHONE/PD	78.00
Vendor 02290 - PACIFIC TELEMAGEMENT SVCS Total:				78.00
Vendor: 02277 - PARS				
05/20/2025	APA002663	PARS	Mar'25 PARS Adm Svcs	405.41
Vendor 02277 - PARS Total:				405.41
Vendor: 02279 - PERS RETIREMENT				
05/15/2025	DFT0010031	PERS RETIREMENT	CalPERS Employee Contribution	1,979.71
05/15/2025	DFT0010032	PERS RETIREMENT	CalPERS Employer Contribution	3,964.36
05/15/2025	DFT0010033	PERS RETIREMENT	CalPERS Employee Contribution	1,196.82
05/15/2025	DFT0010034	PERS RETIREMENT	CalPERS Employer Contribution	1,735.42

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05/15/2025	DFT0010035	PERS RETIREMENT	CalPERS Employee Contribution	4,618.91
05/15/2025	DFT0010036	PERS RETIREMENT	CalPERS Employer Contribution	4,690.46
05/15/2025	DFT0010037	PERS RETIREMENT	CalPERS Employee Contribution	1,766.69
05/15/2025	DFT0010038	PERS RETIREMENT	CalPERS Employer Contribution	5,751.59
05/15/2025	DFT0010039	PERS RETIREMENT	CalPERS Employee Contribution	416.83
05/15/2025	DFT0010040	PERS RETIREMENT	CalPERS Employer Contribution	1,077.20
05/15/2025	DFT0010041	PERS RETIREMENT	CalPERS Employee Contribution	8,012.44
05/15/2025	DFT0010042	PERS RETIREMENT	CalPERS Employer Contribution	7,991.99
05/15/2025	DFT0010043	PERS RETIREMENT	Employee Survivor Contribution Amount	49.29
Vendor 02279 - PERS RETIREMENT Total:				43,251.71
Vendor: 02313 - PETE'S ROAD SERVICE INC				
05/20/2025	APA002664	PETE'S ROAD SERVICE INC	4/16 (4)TIRES & ALIGN/LP-53	2,896.20
Vendor 02313 - PETE'S ROAD SERVICE INC Total:				2,896.20
Vendor: 05137 - READWRITE EDUCATIONAL SOLUTIONS INC.				
05/20/2025	APA002665	READWRITE EDUCATIONAL SO...	4/2-4/21 MAT...	57.85
05/20/2025	APA002665	READWRITE EDUCATIONAL SO...	4/2-4/21 READING DEVELOPMENT	115.70
05/20/2025	APA002665	READWRITE EDUCATIONAL SO...	4/2-4/21 READING DEVELOPMENT	289.25
Vendor 05137 - READWRITE EDUCATIONAL SOLUTIONS INC. Total:				462.80
Vendor: 05822 - RENEE CUTHBERTSON				
05/20/2025	APA002666	RENEE CUTHBERTSON	13145 GYMNASTICS RFD	92.00
Vendor 05822 - RENEE CUTHBERTSON Total:				92.00
Vendor: 04881 - REVENUE & COST SPECIALIST LLC				
05/20/2025	APA002667	REVENUE & COST SPECIALIST ...	5/7 RCS Cost Allocation Plan & Fee Study	5,862.50
Vendor 04881 - REVENUE & COST SPECIALIST LLC Total:				5,862.50
Vendor: 05396 - RICARDO GONZALEZ				
05/20/2025	2274	RICARDO GONZALEZ	5/5-8 FTO TRNG/PD	126.16
Vendor 05396 - RICARDO GONZALEZ Total:				126.16
Vendor: 05671 - RICHARD MIEIR				
05/20/2025	APA002652	RICHARD MIEIR	4/3-4/24 TAI CHI	171.60
Vendor 05671 - RICHARD MIEIR Total:				171.60
Vendor: 05732 - RING CENTRAL INC				
05/20/2025	APA002668	RING CENTRAL INC	MAY'25 Citywide Phone System Replacement ...	2,186.47
Vendor 05732 - RING CENTRAL INC Total:				2,186.47
Vendor: 02456 - S J CONTRACTOR				
05/20/2025	APA002670	S J CONTRACTOR	3/18 BLDG REPAINT/CC	2,500.00
Vendor 02456 - S J CONTRACTOR Total:				2,500.00
Vendor: 04859 - SIERRA ANALYTICAL LABS INC				
05/20/2025	APA002672	SIERRA ANALYTICAL LABS INC	MAR'25 WATER SAMPLES	3,533.13
Vendor 04859 - SIERRA ANALYTICAL LABS INC Total:				3,533.13
Vendor: 05204 - SKYHAWKS SPORTS ACADEMY LLC				
05/20/2025	APA002673	SKYHAWKS SPORTS ACADEMY...	3/28-4/18 SOCCER TOTS	269.10
05/20/2025	APA002673	SKYHAWKS SPORTS ACADEMY...	3/28-4/18 SOCCER TOTS	538.20
05/20/2025	APA002673	SKYHAWKS SPORTS ACADEMY...	3/28-4/18 SOCCER	134.55
Vendor 05204 - SKYHAWKS SPORTS ACADEMY LLC Total:				941.85
Vendor: 02535 - SMART & FINAL				
05/20/2025	APA002674	SMART & FINAL	4/25 FON SUPPLIES/PD	93.25
05/20/2025	APA002674	SMART & FINAL	4/24 FON SUPPLIES/PD	595.34
05/20/2025	APA002674	SMART & FINAL	4/25 FON SUPPLIES/PD	43.15
05/20/2025	APA002674	SMART & FINAL	4/25 SUPPLIES/FON	106.88

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05/20/2025	APA002674	SMART & FINAL	4/23 SUPPLIES/FON	159.11
05/20/2025	APA002674	SMART & FINAL	5/5 SUPPLIES/INSPOTEEN	68.95
05/20/2025	APA002674	SMART & FINAL	4/15 SUPPLIES/INSPOTEEN	30.94
Vendor 02535 - SMART & FINAL Total:				1,097.62

Vendor: 02809 - SO CAL FIRST AID & SAFETY (FORMERLY ZEE MEDICAL)

05/20/2025	APA002675	SO CAL FIRST AID & SAFETY (F...	5/8 FIRST AID SUPPLIES/CH	55.17
Vendor 02809 - SO CAL FIRST AID & SAFETY (FORMERLY ZEE MEDICAL) Total:				55.17

Vendor: 02640 - SO CAL GAS COMPANY

05/08/2025	DFT0010004	SO CAL GAS COMPANY	5/2 7821 WALKER/CC&CP	269.90
05/08/2025	DFT0010005	SO CAL GAS COMPANY	5/6 6800 WALKER/WW	54.35
05/08/2025	DFT0010006	SO CAL GAS COMPANY	5/2 7792 WALKER/PD	1,224.14
05/08/2025	DFT0010049	SO CAL GAS COMPANY	5/2 8415 MEADOWLARK/BOOSTER	14.30
05/08/2025	DFT0010050	SO CAL GAS COMPANY	5/2 8441 MOODY/CY	48.58
Vendor 02640 - SO CAL GAS COMPANY Total:				1,611.27

Vendor: 02552 - SOUTH COAST AQMD

05/20/2025	39914	SOUTH COAST AQMD	FY24/25 OPERATING FEE/ID#195664	541.04
05/20/2025	39914	SOUTH COAST AQMD	FY24/25 EMISSIONS FEE/ID#195664	165.96
Vendor 02552 - SOUTH COAST AQMD Total:				707.00

Vendor: 02556 - SOUTHERN CALIFORNIA EDISON

05/08/2025	DFT0010007	SOUTHERN CALIFORNIA EDIS...	5/1 7792 WALKER/PD	5,611.56
05/08/2025	DFT0010007	SOUTHERN CALIFORNIA EDIS...	5/1 LAURELWOOD/SCE LAMPS	-28.95
05/08/2025	DFT0010007	SOUTHERN CALIFORNIA EDIS...	5/1 7821 WALKER/CC&CP	2,648.88
05/08/2025	DFT0010007	SOUTHERN CALIFORNIA EDIS...	5/1 6750 WALKER SPRINKLER	-41.82
05/08/2025	DFT0010007	SOUTHERN CALIFORNIA EDIS...	5/1 7872-1/2 DENNI SPRINKLER	-41.53
05/08/2025	DFT0010007	SOUTHERN CALIFORNIA EDIS...	5/1 LP/COMSTOCK SPRINKLER	-40.86
05/08/2025	DFT0010007	SOUTHERN CALIFORNIA EDIS...	5/1 7711 MDY/ORGTHRPE SPRNKL	-20.99
05/08/2025	DFT0010007	SOUTHERN CALIFORNIA EDIS...	5/1 BYRNE/WALKER LAMPS	113.52
05/08/2025	DFT0010007	SOUTHERN CALIFORNIA EDIS...	5/1 7711 FURMAN RD POLE	27.53
05/08/2025	DFT0010007	SOUTHERN CALIFORNIA EDIS...	5/1 6800 WALKER/PUMP	7,498.39
05/08/2025	DFT0010008	SOUTHERN CALIFORNIA EDIS...	4/29 8415 MEADOWLARK/BSTR	11,600.72
05/08/2025	DFT0010009	SOUTHERN CALIFORNIA EDIS...	5/1 LS-1/ALL NIGHT ADD'L LAMPS	50.25
05/08/2025	DFT0010010	SOUTHERN CALIFORNIA EDIS...	5/1 LS-1/ALL NIGHT	14,330.11
05/08/2025	DFT0010011	SOUTHERN CALIFORNIA EDIS...	5/1 LS-2/METERED	436.31
05/08/2025	DFT0010012	SOUTHERN CALIFORNIA EDIS...	5/1 WALKER/91 FWY LAMPS	124.50
05/08/2025	DFT0010013	SOUTHERN CALIFORNIA EDIS...	5/1 LS-2/8172 MOODY	35.61
05/08/2025	DFT0010013	SOUTHERN CALIFORNIA EDIS...	5/1 LS-2 8231-1/2 WALKER	17.80
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 5001 CRESCENT SIGNAL	101.19
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 7701 WALKER/HOSPITAL SIGNAL	101.19
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 S/S ORANGETHORPE/VV SIGNAL	84.59
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 LP/REDFORD SIGNAL	81.76
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 5002 HOUSTON	91.25
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 WALKER/183RD SIGNAL	71.09
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 8171 WALKER/LA LUNA SIGNAL	78.20
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 MOODY/SHARON SIGNAL	81.05
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 MOODY/LA LUNA SIGNAL	31.04
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 LP/MOODY SIGNAL	96.92
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 LP/DENNI SIGNAL	99.78
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 LP/WALKER SIGNAL	53.07
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 8231-1/2 WALKER	64.46
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 7903 WALKER/REC SIGNAL	68.01

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 5498 LA PALMA TC1	106.65
05/08/2025	DFT0010014	SOUTHERN CALIFORNIA EDIS...	5/7 E/S VV/ORANTHETHORPE SGNL	101.12
Vendor 02556 - SOUTHERN CALIFORNIA EDISON Total:				43,632.40
Vendor: 02558 - SOUTHWEST PATROL INC				
05/20/2025	APA002676	SOUTHWEST PATROL INC	4/19 SECURITY SVCS/REC	250.00
05/20/2025	APA002676	SOUTHWEST PATROL INC	4/26 SECURITY SVCS/FON	625.00
Vendor 02558 - SOUTHWEST PATROL INC Total:				875.00
Vendor: 02703 - SPOK				
05/20/2025	APA002677	SPOK	FEB'25 PAGER SVC/MAINT	26.69
05/20/2025	APA002677	SPOK	FEB'25 PAGER SVC/WTR	26.69
05/20/2025	APA002677	SPOK	MAR'25 PAGER SVC/MAINT	26.69
05/20/2025	APA002677	SPOK	MAR'25 PAGER SVC/WTR	26.69
05/20/2025	APA002677	SPOK	APR'25 PAGER SVC/MAINT	26.70
05/20/2025	APA002677	SPOK	APR'25 PAGER SVC/WTR	26.70
Vendor 02703 - SPOK Total:				160.16
Vendor: 02568 - STAPLES BUSINESS ADVANTAGE				
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	1/25 OFFICE SUPPLIES/REC	394.32
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	2/25 OFFICE SUPPLIES/REC	167.45
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	1/23 OFFICE SUPPLIES/TT	203.42
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	1/25 OFFICE SUPPLIES/REC	64.43
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	1/29 OFFICE SUPPLIES/REC	41.96
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	2/13 KITCHEN SUPPLIES/CH	985.72
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	2/26 OFFICE SUPPLIES/REC	71.22
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	3/8 OFFICE SUPPLIES/CM	14.10
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	3/26 FURNITURE & FIXTURES/REC	59.42
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	3/29 FURNITURE & FIXTURES/REC	2,032.09
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	4/10 OFFICE SUPPLIES/REC	136.63
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	4/12 OFFICE SUPPLIES/REC	302.79
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	4/24 PATROL SUPPLIES/PD	110.60
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	4/29 OFFICE & CERT SUPPLIES/PD	26.12
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	4/29 OFFICE & CERT SUPPLIES/PD	30.87
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	4/29 OFFICE & PATROL SUPPLIES/PD	17.21
05/20/2025	APA002678	STAPLES BUSINESS ADVANTA...	4/29 OFFICE & PATROL SUPPLIES/PD	25.42
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				4,683.77
Vendor: 02576 - STEP SAVER INC				
05/20/2025	APA002679	STEP SAVER INC	4/14 WTR TREATMENT SUPPLIES/CY	118.94
05/20/2025	APA002679	STEP SAVER INC	4/14 WTR TREATEMENT SUPPLIES/WW	150.80
Vendor 02576 - STEP SAVER INC Total:				269.74
Vendor: 01620 - STEVE A. FILARSKY ATTORNEY AT LAW				
05/20/2025	APA002680	STEVE A. FILARSKY ATTORNEY...	4/14-4/21 Labor Atty Svcs	720.00
Vendor 01620 - STEVE A. FILARSKY ATTORNEY AT LAW Total:				720.00
Vendor: 02590 - SUN BADGE COMPANY				
05/20/2025	APA002681	SUN BADGE COMPANY	RPR BADGE/PD	74.08
Vendor 02590 - SUN BADGE COMPANY Total:				74.08
Vendor: 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC				
05/20/2025	APA002658	TAN NGUYEN OR WEST GROVE..	3/30-4/27 ADV VOLLEYBALL	63.70
05/20/2025	APA002658	TAN NGUYEN OR WEST GROVE..	3/30-4/27 INT VOLLEYBALL	95.55
Vendor 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC Total:				159.25

Warrant Register				Post Dates: 5/7/2025 - 5/20/2025
Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 05817 - TOM YORK ENTERPRISES, INC				
05/20/2025	APA002682	TOM YORK ENTERPRISES, INC	5/1 EVIDENCE SUPPLIES/PD	327.77
Vendor 05817 - TOM YORK ENTERPRISES, INC Total:				327.77
Vendor: 05525 - TOWNSEND PUBLIC AFFAIRS INC				
05/20/2025	APA002683	TOWNSEND PUBLIC AFFAIRS I...	MAY'25 GRANT WRITING&FUNDING ADVOCACY SVCS	2,200.00
05/20/2025	APA002683	TOWNSEND PUBLIC AFFAIRS I...	MAY'25 GRANT WRITING&FUNDING ADVOCACY SVCS	1,925.00
05/20/2025	APA002683	TOWNSEND PUBLIC AFFAIRS I...	MAY'25 GRANT WRITING&FUNDING ADVOCACY SVCS	1,375.00
Vendor 05525 - TOWNSEND PUBLIC AFFAIRS INC Total:				5,500.00
Vendor: 05425 - TRUELINE CONSTRUCTION & SURFACING INC				
05/13/2025	39902	TRUELINE CONSTRUCTION & ...	FENCING & STRIPPING/CP	78,451.77
05/13/2025	39902	TRUELINE CONSTRUCTION & ...	FENCING & STRIPPING/CP	4,129.04
Vendor 05425 - TRUELINE CONSTRUCTION & SURFACING INC Total:				82,580.81
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
05/15/2025	APA002602	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	2.44
05/15/2025	APA002602	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	939.30
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				941.74
Vendor: 02712 - UNDERGROUND SERVICE ALERT				
05/20/2025	APA002684	UNDERGROUND SERVICE ALE...	(205)DIG-ALERT NOTICES/PW	194.62
05/20/2025	APA002684	UNDERGROUND SERVICE ALE...	(205)DIG-ALERT NOTICES/PW	194.63
Vendor 02712 - UNDERGROUND SERVICE ALERT Total:				389.25
Vendor: 02742 - VERIZON WIRELESS				
05/20/2025	39915	VERIZON WIRELESS	4/11-5/10 DATA ACCESS/ENG TECH	45.01
05/20/2025	39915	VERIZON WIRELESS	4/16 CELL PHONES/REC	30.08
05/20/2025	39915	VERIZON WIRELESS	4/16 MACHINE TO MACHINE	150.15
05/20/2025	39915	VERIZON WIRELESS	4/17-5/16 DATA ACCESS/WTR	46.20
05/20/2025	39915	VERIZON WIRELESS	4/17-5/16 SEDARU DATA PLAN/WTR	140.14
Vendor 02742 - VERIZON WIRELESS Total:				411.58
Vendor: 05593 - WATERWORKFORCE				
05/20/2025	APA002686	WATERWORKFORCE	JAN'25 WATER CONSULTING SVC/PW	3,893.75
05/20/2025	APA002686	WATERWORKFORCE	FEB'25 WATER CONSULTING SVC/PW	5,187.50
05/20/2025	APA002686	WATERWORKFORCE	MAR'25 WATER CONSULTING SVC/PW	6,812.50
Vendor 05593 - WATERWORKFORCE Total:				15,893.75
Vendor: 03987 - WEX HEALTH INC				
05/20/2025	APA002687	WEX HEALTH INC	Apr'25 Flex Adm Svc	50.00
Vendor 03987 - WEX HEALTH INC Total:				50.00
Vendor: 02788 - WRIGHT EXPRESS				
05/07/2025	DFT0009995	WRIGHT EXPRESS	4/30 GASOLINE/PD	4,631.66
05/07/2025	DFT0009995	WRIGHT EXPRESS	4/30 GASOLINE REBATE	-28.72
05/07/2025	DFT0009995	WRIGHT EXPRESS	4/30 GASOLINE/PW	499.33
05/07/2025	DFT0009995	WRIGHT EXPRESS	4/30 GASOLINE/WTR	1,521.96
Vendor 02788 - WRIGHT EXPRESS Total:				6,624.23
Vendor: 02801 - YOUNG LEADERS OF ORANGE COUNTY				
05/20/2025	APA002689	YOUNG LEADERS OF ORANGE ...	2/1-4/19 MATH COMPETITION	1,404.00
Vendor 02801 - YOUNG LEADERS OF ORANGE COUNTY Total:				1,404.00
Grand Total:				698,486.74



City of La Palma

Warrant Register
By Vendor Name

Post Dates 5/21/2025 - 6/3/2025

Approval

Reviewed by

DocuSigned by:
Joseph Cisneros
A0C77AC70FBC48C...

Joseph Cisneros - Deputy City Manager

DocuSigned by:
Mike Egan
8D5CA115BFD3438...

Michael Egan - Interim City Manager

Warrant Register				Post Dates: 5/21/2025 - 6/3/2025
Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
06/03/2025	APA002690	ADMIRAL PEST CONTROL INC	5/9 PEST CONTROL/CY	205.00
06/03/2025	APA002690	ADMIRAL PEST CONTROL INC	5/9 PEST CONTROL/CH&PD	194.00
06/03/2025	APA002690	ADMIRAL PEST CONTROL INC	5/9 PEST CONTROL/5410 LA PALMA	64.00
06/03/2025	APA002690	ADMIRAL PEST CONTROL INC	5/9 PEST CONTROL/WW	123.00
06/03/2025	APA002690	ADMIRAL PEST CONTROL INC	5/9 GOPHER CONTROL/CP	175.00
06/03/2025	APA002690	ADMIRAL PEST CONTROL INC	5/16 GOPHER CONTROL/CP	175.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				936.00
Vendor: 01042 - AETNA US HEALTHCARE				
06/03/2025	APA002691	AETNA US HEALTHCARE	Jun'25 Dental Premium	5,412.40
Vendor 01042 - AETNA US HEALTHCARE Total:				5,412.40
Vendor: 01047 - AFLAC				
06/03/2025	APA002692	AFLAC	May'25 AFLAC/PD	577.32
Vendor 01047 - AFLAC Total:				577.32
Vendor: 01053 - ALCO TARGET COMPANY				
06/03/2025	APA002693	ALCO TARGET COMPANY	5/14 RANGE SUPPLIES/PD	187.85
Vendor 01053 - ALCO TARGET COMPANY Total:				187.85
Vendor: 05832 - ALEJANDRA VALDEZ				
06/03/2025	APA002694	ALEJANDRA VALDEZ	5/3 PAVILION DEPOSIT RFD	100.00
Vendor 05832 - ALEJANDRA VALDEZ Total:				100.00
Vendor: 01064 - ALL CITY MANAGEMENT SVC INC				
06/03/2025	APA002695	ALL CITY MANAGEMENT SVC I...	4/27-5/10 CROSSING GUARD SVC/PD	7,482.35
Vendor 01064 - ALL CITY MANAGEMENT SVC INC Total:				7,482.35
Vendor: 05789 - AMAZON.COM SERVICES LLC				
05/21/2025	DFT0010057	AMAZON.COM SERVICES LLC	4/9 BOOTH SUPPLIES/70TH ANN	51.81
05/21/2025	DFT0010058	AMAZON.COM SERVICES LLC	4/9 OFFICE SUPPLIES/CS	20.25
05/21/2025	DFT0010083	AMAZON.COM SERVICES LLC	4/16 KITCHEN SUPPLIES/CH	112.61
Vendor 05789 - AMAZON.COM SERVICES LLC Total:				184.67
Vendor: 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE				
06/03/2025	APA002696	AMERICAN TIRE DEPOT - BIG ...	5/8 REPL TIRE/#741	325.48
06/03/2025	APA002696	AMERICAN TIRE DEPOT - BIG ...	5/14 REPL TIRE/#748	417.36
Vendor 03530 - AMERICAN TIRE DEPOT - BIG BRAND TIRE AND SERVICE Total:				742.84
Vendor: 05388 - ANA ARANDA				
06/03/2025	APA002697	ANA ARANDA	5/11 PAVILION DEPOSIT RFD	200.00
Vendor 05388 - ANA ARANDA Total:				200.00
Vendor: 01016 - AT&T MOBILITY				
05/27/2025	DFT0010082	AT&T MOBILITY	5/8 CELL PHONE BILLS/PD&PW	52.71
05/27/2025	DFT0010082	AT&T MOBILITY	5/8 CELL PHONE BILLS/PD&PW	38.60
05/27/2025	DFT0010082	AT&T MOBILITY	5/8 CELL PHONE BILLS/PD&PW	726.58
05/27/2025	DFT0010082	AT&T MOBILITY	5/8 CELL PHONE BILLS/PD&PW	133.48
05/27/2025	DFT0010082	AT&T MOBILITY	5/8 CELL PHONE BILLS/PD&PW	624.21
05/27/2025	DFT0010082	AT&T MOBILITY	5/8 CELL PHONE BILLS/PD&PW	38.77
05/27/2025	DFT0010082	AT&T MOBILITY	5/8 CELL PHONE BILLS/PD&PW	47.44
05/27/2025	DFT0010082	AT&T MOBILITY	5/8 CELL PHONE BILLS/PD&PW	38.60
Vendor 01016 - AT&T MOBILITY Total:				1,700.39
Vendor: 01015 - AT&T				
06/03/2025	39917	AT&T	5/15#690-3922 RV Parking Permit - BAN 9391033973	38.82
06/03/2025	39917	AT&T	4/20-5/19 800MHZ OCSD/PD - BAN 9391064973	1,216.40
06/03/2025	39917	AT&T	5/25#826-6272 TELEMETRY/WTR BAN 9391033974	61.86
Vendor 01015 - AT&T Total:				1,317.08

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Vendor: 01194 - BESST INC				
06/03/2025	APA002698	BESST INC	5/16 WTR QUALITY IMPROVEMENTS/CY	8,750.00
Vendor 01194 - BESST INC Total:				8,750.00
Vendor: 01251 - C D W GOVERNMENT INC				
06/03/2025	APA002699	C D W GOVERNMENT INC	(1)DELL LAPTOP/ADM SVCS	2,906.30
Vendor 01251 - C D W GOVERNMENT INC Total:				2,906.30
Vendor: 03604 - CINTAS CORPORATION				
06/03/2025	APA002700	CINTAS CORPORATION	11/7 MAT RENTAL/REC	150.93
06/03/2025	APA002700	CINTAS CORPORATION	12/5 MAT RENTAL/REC	150.93
06/03/2025	APA002700	CINTAS CORPORATION	1/2 MAT RENTAL/REC	150.93
06/03/2025	APA002700	CINTAS CORPORATION	2/27 MAT RENTAL/REC	150.93
06/03/2025	APA002700	CINTAS CORPORATION	5/15 UNIFORM SVC/PW	63.65
06/03/2025	APA002700	CINTAS CORPORATION	5/15 UNIFORM SVC/PW	63.65
06/03/2025	APA002700	CINTAS CORPORATION	5/15 UNIFORM SVC/PW	54.65
Vendor 03604 - CINTAS CORPORATION Total:				785.67
Vendor: 01347 - CITY OF CERRITOS				
06/03/2025	39918	CITY OF CERRITOS	DEL AMO BRIDGE RPLC DESIGN/ST-360	3,316.45
06/03/2025	39918	CITY OF CERRITOS	DEL AMO BRIDGE RPLC DESIGN/ST-360	338,507.20
Vendor 01347 - CITY OF CERRITOS Total:				341,823.65
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
05/29/2025	39925	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	196.52
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				196.52
Vendor: 01357 - CITY OF LA PALMA PETTY CASH				
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	4/8 SUPPLIES/TT	55.76
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	4/14 SUPPLIES/FON	60.65
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	4/15 SUPPLIES/FON	3.87
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	4/15 SUPPLIES/INSPOTEEN	6.45
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	4/22 SUPPLIES/FON	59.21
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	4/22 SUPPLIES/FON	7.52
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	4/24 SUPPLIES/FON	62.82
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	4/24 SUPPLIES/FON	42.84
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	4/25 SUPPLIES/FON	27.98
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	4/25 SUPPLIES/FON	17.22
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	4/28 SUPPLIES/INSPOTEENS	48.94
06/03/2025	39919	CITY OF LA PALMA PETTY CASH	5/7 SUPPLIES/INSPOTEENS	3.21
Vendor 01357 - CITY OF LA PALMA PETTY CASH Total:				396.47
Vendor: 05706 - COLANTUONO HIGHSMITH & WHATLEY PC				
06/03/2025	APA002701	COLANTUONO HIGHSMITH &...	APR'25 RETAINER	9,020.00
06/03/2025	APA002701	COLANTUONO HIGHSMITH &...	3/11-25 ATTY SVCS/PITCHESS-POLICE MATTERS	150.44
06/03/2025	APA002701	COLANTUONO HIGHSMITH &...	4/16-23 ATTY SVCS/PITCHESS-POLICE MATTERS	625.60
06/03/2025	APA002701	COLANTUONO HIGHSMITH &...	4/2-17 ATTY SVCS/PW & UTILITIES	244.80
06/03/2025	APA002701	COLANTUONO HIGHSMITH &...	4/1-22 ATTY SVCS/WATER ISSUES	1,740.80
Vendor 05706 - COLANTUONO HIGHSMITH & WHATLEY PC Total:				11,781.64
Vendor: 04388 - CROSSTOWN ELECTRICAL & DATA INC				
06/03/2025	APA002702	CROSSTOWN ELECTRICAL & D...	APR'25 SIGNAL RPR/PW	2,054.11
Vendor 04388 - CROSSTOWN ELECTRICAL & DATA INC Total:				2,054.11
Vendor: 03383 - CUSTOM INTERIORS BY SONNY'S INC				
06/03/2025	APA002703	CUSTOM INTERIORS BY SONNY..	1/10 DRIVER SEAT COVER RPR/LP-51	680.00
Vendor 03383 - CUSTOM INTERIORS BY SONNY'S INC Total:				680.00

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 05811 - DENISSE CARDENAS				
06/03/2025	APA002704	DENISSE CARDENAS	5/3 GAZEBO DEPOSIT RFD	100.00
Vendor 05811 - DENISSE CARDENAS Total:				100.00
Vendor: 05833 - DIVYA KODI				
06/03/2025	APA002705	DIVYA KODI	5/10 PAVILION DEPOSIT RFD	200.00
Vendor 05833 - DIVYA KODI Total:				200.00
Vendor: 05624 - E&R CONSTRUCTION INC				
05/21/2025	39916	E&R CONSTRUCTION INC	4/11 ASPHALT RPRS/INWOOD,HUNTSWOO,...	13,450.00
Vendor 05624 - E&R CONSTRUCTION INC Total:				13,450.00
Vendor: 01590 - EULOGIO MAMOYAC				
06/03/2025	APA002725	EULOGIO MAMOYAC	5/3 COMM CTR DEPOSIT RFD	300.00
Vendor 01590 - EULOGIO MAMOYAC Total:				300.00
Vendor: 01611 - FEDERAL EXPRESS CORPORATION				
06/03/2025	APA002706	FEDERAL EXPRESS CORPORAT...	4/30 PRIORITY MAIL/PD	17.83
Vendor 01611 - FEDERAL EXPRESS CORPORATION Total:				17.83
Vendor: 01615 - FERGUSON WATERWORKS				
06/03/2025	APA002707	FERGUSON WATERWORKS	5/5 NEPTUNE HOSTED SERVER/WTR	16,500.00
Vendor 01615 - FERGUSON WATERWORKS Total:				16,500.00
Vendor: 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING				
05/21/2025	DFT0010059	FLEETCOR TECHNOLOGIES INC...	5/15 GASOLINE/PD	728.55
05/21/2025	DFT0010059	FLEETCOR TECHNOLOGIES INC...	5/15 GASOLINE/PW	305.14
05/21/2025	DFT0010059	FLEETCOR TECHNOLOGIES INC...	5/15 VOLUME DISCOUNT	-6.58
Vendor 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING Total:				1,027.11
Vendor: 01631 - FRANCHISE TAX BOARD				
05/29/2025	DFT0010079	FRANCHISE TAX BOARD	State Tax Withholding	-36.35
05/29/2025	DFT0010098	FRANCHISE TAX BOARD	State Tax Withholding	11,011.22
Vendor 01631 - FRANCHISE TAX BOARD Total:				10,974.87
Vendor: 01649 - GALLS - QUARTERMASTER				
06/03/2025	APA002708	GALLS - QUARTERMASTER	5/7 CONCEALABLE VEST/PD	966.66
06/03/2025	APA002708	GALLS - QUARTERMASTER	5/15 OUTER CARRIER/PD	635.67
Vendor 01649 - GALLS - QUARTERMASTER Total:				1,602.33
Vendor: 01669 - GLOBALSTAR USA				
06/03/2025	APA002709	GLOBALSTAR USA	5/16 #254-241-0048&49/PD	176.78
Vendor 01669 - GLOBALSTAR USA Total:				176.78
Vendor: 01673 - GOLDEN METERS SERVICE				
06/03/2025	APA002710	GOLDEN METERS SERVICE	4/15 (3)MTR REPLACEMENTS/WTR	9,516.09
Vendor 01673 - GOLDEN METERS SERVICE Total:				9,516.09
Vendor: 01684 - GRAINGER				
06/03/2025	APA002711	GRAINGER	2/20 JANITORIAL SUPPLIES/PW	697.49
06/03/2025	APA002711	GRAINGER	5/19 REPL ICE SCOOP/PW	30.66
Vendor 01684 - GRAINGER Total:				728.15
Vendor: 04597 - GREENTECH LANDSCAPE INC				
06/03/2025	APA002712	GREENTECH LANDSCAPE INC	JAN'25 MOWING, VINE TRIM, MEDIAN MAINT,SWALK CLN	5,016.66
06/03/2025	APA002712	GREENTECH LANDSCAPE INC	JAN'25 MOWING, VINE TRIM, MEDIAN MAINT,SWALK CLN	1,639.58
06/03/2025	APA002712	GREENTECH LANDSCAPE INC	JAN'25 MOWING, VINE TRIM, MEDIAN MAINT,SWALK CLN	3,260.42
06/03/2025	APA002712	GREENTECH LANDSCAPE INC	FEB'25 MOWING, VINE TRIM, MEDIAN MAINT,SWALK CLN	5,016.66
06/03/2025	APA002712	GREENTECH LANDSCAPE INC	FEB'25 MOWING, VINE TRIM, MEDIAN MAINT,SWALK CLN	1,639.58

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06/03/2025	APA002712	GREENTECH LANDSCAPE INC	FEB'25 MOWING, VINE TRIM, MEDIAN MAINT,SWALK CLN	3,260.42
Vendor 04597 - GREENTECH LANDSCAPE INC Total:				19,833.32
Vendor: 01709 - HARTZOG & CRABILL INC				
06/03/2025	APA002713	HARTZOG & CRABILL INC	APR'25 TRAFFIC ENG SVC/PW	2,167.50
Vendor 01709 - HARTZOG & CRABILL INC Total:				2,167.50
Vendor: 05303 - HEALTH AND HUMAN RESOURCES CENTER INC				
06/03/2025	APA002714	HEALTH AND HUMAN RESOU...	Jun'25 EAP	129.60
Vendor 05303 - HEALTH AND HUMAN RESOURCES CENTER INC Total:				129.60
Vendor: 02642 - HOME DEPOT				
06/03/2025	APA002715	HOME DEPOT	5/1 SUPPLIES/PW	60.28
06/03/2025	APA002715	HOME DEPOT	5/6 SUPPLIES/PW	47.10
06/03/2025	APA002715	HOME DEPOT	4/24 SUPPLIES/PW	285.47
06/03/2025	APA002715	HOME DEPOT	5/14 SUPPLIES/PW	21.42
06/03/2025	APA002715	HOME DEPOT	4/23 SUPPLIES/PW	21.42
Vendor 02642 - HOME DEPOT Total:				435.69
Vendor: 05623 - HOUSTON & HARRIS PCS INC				
06/03/2025	APA002716	HOUSTON & HARRIS PCS INC	4/1-30 SEWER CLEANING/MAINT	68,593.44
Vendor 05623 - HOUSTON & HARRIS PCS INC Total:				68,593.44
Vendor: 03521 - INFRASTRUCTURE ENGINEERS A BOWMAN COMPANY				
06/03/2025	APA002717	INFRASTRUCTURE ENGINEERS...	APR'25 CITY ENGINEER SVC/PW	3,600.00
06/03/2025	APA002717	INFRASTRUCTURE ENGINEERS...	APR'25 CITY ENGINEER SVC/PW	1,440.00
06/03/2025	APA002717	INFRASTRUCTURE ENGINEERS...	APR'25 CITY ENGINEER SVC/PW	1,440.00
06/03/2025	APA002717	INFRASTRUCTURE ENGINEERS...	APR'25 CITY ENGINEER SVC/PW	720.00
Vendor 03521 - INFRASTRUCTURE ENGINEERS A BOWMAN COMPANY Total:				7,200.00
Vendor: 01764 - INTERNAL REVENUE SERVICE				
05/29/2025	DFT0010078	INTERNAL REVENUE SERVICE	Federal Tax Withholding	-76.08
05/29/2025	DFT0010080	INTERNAL REVENUE SERVICE	Medicare	-12.00
05/29/2025	DFT0010097	INTERNAL REVENUE SERVICE	Federal Tax Withholding	28,723.03
05/29/2025	DFT0010099	INTERNAL REVENUE SERVICE	Medicare	7,259.74
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				35,894.69
Vendor: 05637 - J SQUARED CONSULTING				
06/03/2025	APA002718	J SQUARED CONSULTING	APR'25 CONSULTING SVCS	1,125.00
Vendor 05637 - J SQUARED CONSULTING Total:				1,125.00
Vendor: 05835 - JONG KOH				
06/03/2025	APA002719	JONG KOH	5/10 GAZEBO DEPOSIT RFD	100.00
Vendor 05835 - JONG KOH Total:				100.00
Vendor: 05831 - KELICIA GALVIN				
06/03/2025	APA002720	KELICIA GALVIN	5/10 COMM CTR DEPOSIT RFD	500.00
Vendor 05831 - KELICIA GALVIN Total:				500.00
Vendor: 01953 - KIMBERLY KENNEY				
06/03/2025	2277	KIMBERLY KENNEY	05/16 Vision CLM	29.10
06/03/2025	2277	KIMBERLY KENNEY	05/16 Vision CLM	29.10
06/03/2025	2277	KIMBERLY KENNEY	05/16 Vision CLM	135.80
Vendor 01953 - KIMBERLY KENNEY Total:				194.00
Vendor: 01959 - KONICA MINOLTA PREMIER				
05/27/2025	DFT0010081	KONICA MINOLTA PREMIER	5/15-6/14 COPIER RENTAL/CH,PD,REC	598.50
Vendor 01959 - KONICA MINOLTA PREMIER Total:				598.50
Vendor: 05694 - L N CURTIS & SONS				
06/03/2025	APA002721	L N CURTIS & SONS	5/13 UNIFORM/PD CHAPLAIN	43.19
Vendor 05694 - L N CURTIS & SONS Total:				43.19

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Vendor: 01975 - L P G E A					
05/29/2025	39924	L P G E A	LPGEA Dues Withheld		252.00
				Vendor 01975 - L P G E A Total:	252.00
Vendor: 01980 - LA PALMA CAR WASH					
06/03/2025	APA002722	LA PALMA CAR WASH	4/2-4/30 CAR WASH/PD		881.00
				Vendor 01980 - LA PALMA CAR WASH Total:	881.00
Vendor: 01984 - LA PALMA INTERCOMMUNITY HOSPITAL					
06/03/2025	APA002723	LA PALMA INTERCOMMUNITY...	APR '25 MEALS ON WHEELS		775.00
				Vendor 01984 - LA PALMA INTERCOMMUNITY HOSPITAL Total:	775.00
Vendor: 01988 - LA PALMA POLICE ASSN					
05/29/2025	39926	LA PALMA POLICE ASSN	LPPA Dues Withheld		1,472.28
				Vendor 01988 - LA PALMA POLICE ASSN Total:	1,472.28
Vendor: 01976 - LPPEA					
05/29/2025	39927	LPPEA	LPPEA Dues Withheld		75.00
				Vendor 01976 - LPPEA Total:	75.00
Vendor: 04380 - MANHATTAN STITCHING					
06/03/2025	APA002726	MANHATTAN STITCHING	5/16 (165)UNIFORMS/DC		1,298.39
06/03/2025	APA002726	MANHATTAN STITCHING	5/20 (103) UNIFORMS/VOLUNTEENS		887.86
				Vendor 04380 - MANHATTAN STITCHING Total:	2,186.25
Vendor: 05659 - MELISSA STOVER					
06/03/2025	APA002745	MELISSA STOVER	5/4 PAVILION DEPOSIT RFD		100.00
				Vendor 05659 - MELISSA STOVER Total:	100.00
Vendor: 02183 - MINUTEMAN PRESS					
06/03/2025	APA002727	MINUTEMAN PRESS	(885)WTR BILL INSERTS/JUL4RUN&CONCERTS		318.86
				Vendor 02183 - MINUTEMAN PRESS Total:	318.86
Vendor: 01752 - MISSION SQUARE - PLAN 302549					
05/29/2025	APA002753	MISSION SQUARE - PLAN 302...	Deferred Comp		1,690.00
05/29/2025	APA002753	MISSION SQUARE - PLAN 302...	Deferred Comp		3,297.33
				Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:	4,987.33
Vendor: 02201 - MUNICIPAL WATER DISTRICT OF					
06/03/2025	39920	MUNICIPAL WATER DISTRICT ...	APR'25 WTR RTS CHARGE		298.65
06/03/2025	39920	MUNICIPAL WATER DISTRICT ...	APR'25 CAPACITY CHARGE		593.36
				Vendor 02201 - MUNICIPAL WATER DISTRICT OF Total:	892.01
Vendor: 02248 - OCCUPATIONAL HEALTH CENTERS OF CA					
06/03/2025	APA002728	OCCUPATIONAL HEALTH CEN...	5/13 EMPL PHYS/(1)PD FT		703.00
06/03/2025	APA002728	OCCUPATIONAL HEALTH CEN...	5/12 EMPL PHYS/(1)CS PT		577.00
06/03/2025	APA002728	OCCUPATIONAL HEALTH CEN...	5/20 EMPL PHYS/(1)CS PT		672.00
				Vendor 02248 - OCCUPATIONAL HEALTH CENTERS OF CA Total:	1,952.00
Vendor: 02286 - PACIFIC COAST RACE TIMING					
06/03/2025	APA002729	PACIFIC COAST RACE TIMING	FITNESS RUN MARKETING/JUL4RUN		245.00
				Vendor 02286 - PACIFIC COAST RACE TIMING Total:	245.00
Vendor: 02280 - PERS - MEDICAL					
06/03/2025	DFT0010068	PERS - MEDICAL	Jun '25 Health Premium Adm Fee/FT		140.70
06/03/2025	DFT0010068	PERS - MEDICAL	Jun '25 Health Premium Adm Fee/RET		66.15
06/03/2025	DFT0010068	PERS - MEDICAL	Jun '25 Health Plan Premium/RET		11,629.92
06/03/2025	DFT0010068	PERS - MEDICAL	Jun '25 Health Plan Premium/FT		58,626.89
				Vendor 02280 - PERS - MEDICAL Total:	70,463.66
Vendor: 02279 - PERS RETIREMENT					
05/29/2025	DFT0010071	PERS RETIREMENT	Employee Survivor Contribution Amount		0.93

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
05/29/2025	DFT0010084	PERS RETIREMENT	CalPERS Employee Contribution	1,979.71
05/29/2025	DFT0010085	PERS RETIREMENT	CalPERS Employer Contribution	3,964.35
05/29/2025	DFT0010086	PERS RETIREMENT	CalPERS Employee Contribution	852.95
05/29/2025	DFT0010087	PERS RETIREMENT	CalPERS Employer Contribution	1,236.80
05/29/2025	DFT0010088	PERS RETIREMENT	CalPERS Employee Contribution	4,651.29
05/29/2025	DFT0010089	PERS RETIREMENT	CalPERS Employer Contribution	4,723.35
05/29/2025	DFT0010090	PERS RETIREMENT	CalPERS Employee Contribution	1,766.69
05/29/2025	DFT0010091	PERS RETIREMENT	CalPERS Employer Contribution	5,751.59
05/29/2025	DFT0010092	PERS RETIREMENT	CalPERS Employee Contribution	416.83
05/29/2025	DFT0010093	PERS RETIREMENT	CalPERS Employer Contribution	1,077.20
05/29/2025	DFT0010094	PERS RETIREMENT	CalPERS Employee Contribution	8,917.05
05/29/2025	DFT0010095	PERS RETIREMENT	CalPERS Employer Contribution	8,894.27
05/29/2025	DFT0010096	PERS RETIREMENT	Employee Survivor Contribution Amount	51.15
Vendor 02279 - PERS RETIREMENT Total:				44,284.16
Vendor: 02324 - PLANNING DIRECTORS ASSN OF OC				
06/03/2025	APA002730	PLANNING DIRECTORS ASSN ...	2025 PDAOCDUES/CD	175.00
Vendor 02324 - PLANNING DIRECTORS ASSN OF OC Total:				175.00
Vendor: 02338 - PRINT N COPY CENTER				
06/03/2025	APA002731	PRINT N COPY CENTER	(4400)MAY/JUN'25 SOURCE NEWSLETTER/PD	617.81
Vendor 02338 - PRINT N COPY CENTER Total:				617.81
Vendor: 02354 - R C S INVESTIGATIONS AND CONSULTING LLC				
06/03/2025	APA002732	R C S INVESTIGATIONS AND C...	5/19 BACKGROUND INV/PD	1,900.00
Vendor 02354 - R C S INVESTIGATIONS AND CONSULTING LLC Total:				1,900.00
Vendor: 05834 - ROBERT BRAGALONE				
06/03/2025	APA002733	ROBERT BRAGALONE	5/11 GAZEBO DEPOSIT RFD	100.00
Vendor 05834 - ROBERT BRAGALONE Total:				100.00
Vendor: 02458 - S S D SYSTEMS INC				
06/03/2025	APA002734	S S D SYSTEMS INC	JUL-AUG'25 ALARM SVC/PD	332.44
06/03/2025	APA002734	S S D SYSTEMS INC	JUN'25 ALARM SVC/PD	166.22
Vendor 02458 - S S D SYSTEMS INC Total:				498.66
Vendor: 02481 - SANG LEE				
06/03/2025	APA002724	SANG LEE	5/4(5/18)GAZEBO DEPOSIT RFD	100.00
Vendor 02481 - SANG LEE Total:				100.00
Vendor: 02499 - SEALE PLUMBING AND ROOTER SVC				
06/03/2025	APA002735	SEALE PLUMBING AND ROOT...	5/16 EMERG SVC CALL REPL VALVE/CP	1,675.00
Vendor 02499 - SEALE PLUMBING AND ROOTER SVC Total:				1,675.00
Vendor: 02520 - SHELDON EXTINGUISHER CO INC				
06/03/2025	APA002736	SHELDON EXTINGUISHER CO I...	5/13 SVC FIRE EXTINGUISHER/CY	750.00
06/03/2025	APA002736	SHELDON EXTINGUISHER CO I...	5/13 SVC FIRE EXTINGUISHER/CP	200.00
06/03/2025	APA002736	SHELDON EXTINGUISHER CO I...	5/13 SVC FIRE EXTINGUISHER/PD	505.00
06/03/2025	APA002736	SHELDON EXTINGUISHER CO I...	5/13 SVC FIRE EXTINGUISHER/CH	90.00
Vendor 02520 - SHELDON EXTINGUISHER CO INC Total:				1,545.00
Vendor: 02876 - SHRED-IT				
06/03/2025	APA002737	SHRED-IT	4/10, 4/22&4/24 SHREDDING SVC/PD&CH	96.77

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06/03/2025	APA002737	SHRED-IT	4/10, 4/22&4/24 SHREDDING SVC/PD&CH	462.36
Vendor 02876 - SHRED-IT Total:				559.13
Vendor: 02535 - SMART & FINAL				
06/03/2025	APA002738	SMART & FINAL	5/9 KITCHEN SUPPLIES/PD	53.72
06/03/2025	APA002738	SMART & FINAL	5/15 SUPPLIES/TT	122.40
06/03/2025	APA002738	SMART & FINAL	5/9 KITCHEN SUPPLIES/PD	19.97
06/03/2025	APA002738	SMART & FINAL	5/13 SUPPLIES/INSPOTEEN	13.33
06/03/2025	APA002738	SMART & FINAL	5/13 SUPPLIES/TT	57.94
06/03/2025	APA002738	SMART & FINAL	5/13 SUPPLIES/REC	16.75
Vendor 02535 - SMART & FINAL Total:				284.11
Vendor: 02809 - SO CAL FIRST AID & SAFETY (FORMERLY ZEE MEDICAL)				
06/03/2025	APA002739	SO CAL FIRST AID & SAFETY (F...	5/8 FIRST AID SUPPLIES/REC	161.93
Vendor 02809 - SO CAL FIRST AID & SAFETY (FORMERLY ZEE MEDICAL) Total:				161.93
Vendor: 02543 - SO CAL INDUSTRIES LLC				
06/03/2025	APA002740	SO CAL INDUSTRIES LLC	4/26 RESTROOM RNTL/FON	1,397.44
Vendor 02543 - SO CAL INDUSTRIES LLC Total:				1,397.44
Vendor: 02703 - SPOK				
06/03/2025	APA002741	SPOK	MAY'25 PAGER SVC/MAINT	26.70
06/03/2025	APA002741	SPOK	MAY'25 PAGER SVC/WTR	26.70
Vendor 02703 - SPOK Total:				53.40
Vendor: 02568 - STAPLES BUSINESS ADVANTAGE				
06/03/2025	APA002743	STAPLES BUSINESS ADVANTA...	5/6 PATROL SUPPLIES/PD	23.95
06/03/2025	APA002743	STAPLES BUSINESS ADVANTA...	5/6 OFFICE SUPPLIES/PD	43.34
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				67.29
Vendor: 02576 - STEP SAVER INC				
06/03/2025	APA002744	STEP SAVER INC	4/28 WTR TREATMENT SUPPLIES/CY	141.25
06/03/2025	APA002744	STEP SAVER INC	4/28 WTR TREATMENT SUPPLIES/WW	134.87
06/03/2025	APA002744	STEP SAVER INC	5/12 WTR TREATMENT SUPPLIES/CY	75.40
Vendor 02576 - STEP SAVER INC Total:				351.52
Vendor: 02654 - THE STANDARD				
06/03/2025	APA002742	THE STANDARD	Mar'25 LIFE INS PREM/ALL EMPS	856.71
06/03/2025	APA002742	THE STANDARD	Mar '25 LTD INS PREM/MISC EMPS	941.88
Vendor 02654 - THE STANDARD Total:				1,798.59
Vendor: 02655 - THE WORKSHOP				
06/03/2025	APA002751	THE WORKSHOP	74225	92.08
Vendor 02655 - THE WORKSHOP Total:				92.08
Vendor: 04630 - T-MOBILE USA INC				
06/03/2025	39922	T-MOBILE USA INC	4/16-5/15 INTERNET TABLET/CEO	21.61
Vendor 04630 - T-MOBILE USA INC Total:				21.61
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
05/29/2025	APA002754	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	662.88
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				662.88
Vendor: 04008 - VERITIV OPERATING COMPANY				
06/03/2025	APA002746	VERITIV OPERATING COMPANY	5/5 JANITORIAL FUEL SURCHARGE/PW	8.16
Vendor 04008 - VERITIV OPERATING COMPANY Total:				8.16

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Vendor: 02742 - VERIZON WIRELESS				
06/03/2025	39923	VERIZON WIRELESS	5/11-6/10 DATA ACCESS/ENG TECH	45.01
Vendor 02742 - VERIZON WIRELESS Total:				45.01
Vendor: 05736 - VERVE CLOUD INC				
05/21/2025	DFT0010100	VERVE CLOUD INC	5/15 Backup ISP	754.64
Vendor 05736 - VERVE CLOUD INC Total:				754.64
Vendor: 05593 - WATERWORKFORCE				
06/03/2025	APA002747	WATERWORKFORCE	APR'25 WATER CONSULTING SVC/PW	4,968.75
Vendor 05593 - WATERWORKFORCE Total:				4,968.75
Vendor: 05820 - Waxie's Enterprises, LLC, a Brady PLUS Company				
06/03/2025	APA002748	Waxie's Enterprises, LLC, a Br...	5/5 JANITORIAL SUPPLIES/PW	1,284.39
06/03/2025	APA002748	Waxie's Enterprises, LLC, a Br...	5/7 JANITORIAL SUPPLIES/PW	128.69
06/03/2025	APA002748	Waxie's Enterprises, LLC, a Br...	5/7 JANITORIAL SUPPLIES/PW	1,043.55
06/03/2025	APA002748	Waxie's Enterprises, LLC, a Br...	5/12 JANITORIAL SUPPLIES/PW	36.87
Vendor 05820 - Waxie's Enterprises, LLC, a Brady PLUS Company Total:				2,493.50
Vendor: 04196 - WECK LABORATORIES INC				
06/03/2025	APA002749	WECK LABORATORIES INC	5/15 WATER SAMPLES/CY	200.00
06/03/2025	APA002749	WECK LABORATORIES INC	4/28 WATER SAMPLES/CY	200.00
Vendor 04196 - WECK LABORATORIES INC Total:				400.00
Vendor: 02763 - WEST COAST ARBORISTS INC				
06/03/2025	APA002750	WEST COAST ARBORISTS INC	4/16-24 TREE PRUNING/DENNI&ORGTHRP	8,321.40
Vendor 02763 - WEST COAST ARBORISTS INC Total:				8,321.40
Vendor: 03238 - YARDLEY ORGILL COMPANY				
06/03/2025	APA002752	YARDLEY ORGILL COMPANY	5/13 SUPPLIES/WTR	155.40
Vendor 03238 - YARDLEY ORGILL COMPANY Total:				155.40
Grand Total:				737,716.21

City of La Palma

Agenda Item No. 4



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Joseph Cisneros, Deputy City Manager

AGENDA TITLE: Resolution Authorizing Signatories for the Deposit, Investment, and Payment of Public Funds in the Local Agency Investment Fund (LAIF)

RECOMMENDED ACTION:

It is recommended the City Council adopt a Resolution that updates and authorizes the allowed signatories for the deposit, investment, and payment of public funds in the Local Agency Investment Fund (LAIF).

PURPOSE:

To update the Resolution that authorizes the allowed signatories for the deposit, investment, and payment of public funds.

SUMMARY:

On May 6, 2025, the City Council, by resolution, adopted Resolution No. 2025-22, designating Interim City Manager Michael Egan and Deputy City Manager Joseph Cisneros as authorized signatories for all banking and investment transactions conducted on behalf of the City.

In addition, the City Council reaffirmed the authority of the City Manager, Police Chief, and Administrative Services Director to order the deposit or withdrawal of monies in the Local Agency Investment Fund (LAIF). These positions were originally designated under Resolution No. 2012-27, and Resolution 2025-22 modifies the authorized signatories to align with current staffing.

As administrative transitions occur, the actual names of the identified officials will continue to be transmitted to LAIF as each position transitions.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution LAIF Authorizing Signatories

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA AUTHORIZING INVESTMENT OF MINIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the La Palma City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Palma hereby authorizes the deposit and withdrawal of City of La Palma monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of La Palma, does find, determine, and declare as follows:

SECTION 1. The following City of La Palma officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Joseph Cisneros – Deputy City Manager/Administrative Services Director
Mike Egan – Interim City Manager
Jose Guerrero – Police Chief

SECTION 2. This resolution shall remain in full force and effect until rescinded by City Council/Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

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

APPROVED AND ADOPTED by the City Council of the City of La Palma of State of California at a regular meeting held on the 3rd day of June 2025.

Mark Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 3rd day of June 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. 5



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Jake Chavira, Public Works Manager

AGENDA TITLE: Ratification of an Award of Contract to Big Ben Engineering for Emergency Water Infrastructure Repairs

RECOMMENDED ACTION:

It is recommended that the City Council authorize the Interim City Manager, or their designee, to ratify the award of a contract in the amount of \$60,078.77 to Big Ben Engineering for the completion of emergency water infrastructure repairs.

SUMMARY:

This agenda item seeks City Council ratification of an award of a contract to Big Ben Engineering in the amount of \$60,078.77 for emergency water infrastructure repairs performed in December 2024. These emergency efforts included multiple water main and service line repairs, site restoration, and critical work necessary to prevent delays to the Various Median Islands Project.

BACKGROUND:

In early December 2024, the City experienced a series of emergency incidents that required immediate contractor assistance, including significant water main failures, service line leaks, and theft of irrigation infrastructure. Due to a lack of availability from the City's primary emergency contractor, E&R Construction, the Public Works Department contacted Big Ben Engineering. Big Ben has over a decade of successful project experience with the City and was able to mobilize rapidly to assist with emergency work. In addition to addressing urgent water infrastructure repairs, Big Ben was also asked to complete key items in support of the ongoing Street Median Replacement and Enhancement CIP to prevent project delays and protect recently installed landscaping.

EMERGENCY WATER SYSTEM REPAIRS

On December 3, 2024, City staff responded to a major water main break at 8021 Ainsworth Lane. With E&R Construction unavailable, Big Ben Engineering was contacted for emergency response. Their crew remained on site from the afternoon of December 3rd through the morning of December 5th, completing critical repairs that included the abandonment and installation of three water service connections, replacement of approximately seven feet of 6-inch water main, backfilling of the excavation, and cleanup of mud and debris from affected streets. Additional support included a complex water service leak repair at 7792 Kelly Circle, where City staffing limitations hindered in-house response. Big Ben was also asked to perform final paving work at this location to prevent extended surface damage and maintain safety. Their timely response and proven experience helped minimize water service disruptions and reduce impacts on residents.

VARIOUS MEDIAN ISLANDS PROJECT SUPPORT WORK

While mobilized on Kelly Circle, Big Ben Engineering was directed to install a 2-inch water meter at 4924 La Palma Avenue to support ongoing work on the Various Median Islands Project. This task was completed ahead of schedule to avoid project delays as the median contractor approached the area. Shortly after, the theft of three irrigation backflow devices jeopardized the survival of newly planted landscaping. To prevent loss of plant material during an unseasonably warm and dry December, Big Ben was approved to perform emergency replacements at 7659 Moody Street and 5605 La Palma Avenue. Additionally, concrete pads were installed beneath the new devices at various locations to allow for the installation of protective security cages once median construction concludes. These tasks were essential to keeping the Various Median Islands Project on schedule.

FISCAL IMPACT:

The total cost of emergency repairs and median project support work performed by Big Ben Engineering is \$60,078.77. Sufficient funding is available in the Water Transmission Professional Services Account: 050-460-6000-00000 for the amount of \$39,355.09. Sufficient funding is available in the Various Median Islands project Account: 010-900-8134-00000 in the amount of \$20,723.68.

ATTACHMENTS:

1. Agreement with Big Ben Engineering

RETROSPECTIVE AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES BIG BEN ENGINEERING

THIS AGREEMENT FOR CONSULTANT SERVICES (hereinafter, the “Agreement”), is entered into as of **December 1, 2024**, by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the “City”), and **Big Ben Engineering**, a corporation (hereinafter, the “Consultant”). The Consultant and the City are hereafter together referred to as the “Parties” and each individually as a “Party.”

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by this reference (hereinafter, the “Consultant Services”).

B. By virtue of the Consultant’s expertise, experience, and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions, and promises contained herein, the City and the Consultant mutually agree as follows:

1. RETENTION AND DUTIES OF CONSULTANT

1.1 Retention of Consultant. The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit “A”.

1.2 Time. Time is of the essence for this Agreement. The Consultant shall perform all Consultant Services, and each component thereof, within the time periods set forth in the Scope of Work.

1.3 Standard of Performance. The Parties mutually acknowledge that the City has retained the Consultant to perform the Consultant Services based upon the special skills, expertise, and experience of the Consultant. Accordingly, in performing the Consultant Services, the Consultant shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. To the extent that the Consultant retains sub-consultants or subcontractors to perform any portion of any of the Consultant Services, to the extent permitted hereunder, the Consultant has a duty to the City to ensure that the tasks and services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Consultant.

1.4 Licenses, Permits, Fees, and Approvals. The Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Consultant Services prior to commencing work. The Consultant and its employees, agents, and sub-consultants or subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Consultant Services. The Consultant 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 Consultant's performance of the Consultant Services, and shall indemnify, defend and hold harmless the City and City Personnel against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against the City hereunder.

1.5 Personnel. The Consultant shall at all times allocate sufficient qualified personnel as required to perform the Consultant Services. The Consultant represents that the Consultant Services will be performed by the Consultant or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State and local law to perform such tasks and services. The Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Consultant Services and as required by law.

1.6 Materials. The Consultant shall equip itself with all necessary goods, materials, equipment and personal property to perform the services specified in this Agreement. The Consultant shall at all times ensure that all goods, materials, equipment and personal property included within the Consultant Services shall be of good quality, fit for the purpose intended.

1.7 Warranty. By executing this Agreement, the Consultant warrants that the Consultant (i) has thoroughly investigated and considered the Consultant Services to be performed, (ii) has carefully considered how the Consultant Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Consultant Services.

1.8 Coordination With City. In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the **Community Development and Public Works Director** of the City or his or her designee ("Contract Administrator"). Tasks or services other than those specifically described in the Scope of Work shall not be performed by the Consultant or any sub-consultant or subcontractor without the prior written approval of the Contract Administrator pursuant to Section 1.11 herein.

1.9 Subcontracting Prohibited. The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the Contract Administrator.

1.10 Project Manager. The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

Sep Sharifi, President

Notwithstanding the foregoing, the Parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the Contract Administrator.

1.11 Additional Services. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work ("Additional Services"), the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant. It is expressly understood by the Consultant that the provisions of this Section 1.11 shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated therein. The Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Consultant anticipates and that the Consultant shall not be entitled to additional compensation therefor. Unless contradictory of this Section 1.11, all provisions in this Agreement applicable to the Consultant's performance of the Consultant Services shall also apply to the Additional Services.

2. COMPENSATION TO CONSULTANT

2.1 Payment by the City. The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B". Total charges under this agreement may not exceed **\$60,078.77**.

2.2 Invoices. The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 Record of Payment. The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

3. LEGAL RESPONSIBILITIES

3.1 Compliance with Law. The Consultant shall keep fully informed of all Federal and State laws and regional, county, and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 Independent Contractor. The Consultant is retained as an independent contractor only, for the sole purpose of rendering the Consultant Services, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 Non-Discrimination. The Consultant shall not discriminate against any employee or applicant for employment because of any impermissible classification pursuant to Federal or State law, including, but not limited to, race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. The Consultant shall incorporate the foregoing provisions in all subcontracts.

3.4 Proprietary Information. All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, shall be the sole and exclusive property of the City, without restriction or limitation upon their use. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City. The Consultant hereby agrees to deliver such proprietary information to the City upon the expiration or termination of this Agreement. It is understood and agreed that the proprietary information prepared pursuant to this Agreement is prepared specifically for the City and is not necessarily suitable for any future or other use. The Parties agree that, until final approval by the City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

3.5 Patented and Copyright Materials. The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. Pursuant to Section 3.7 herein, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and its elected and

appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (“City Personnel”) harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.6 Prevailing Wages. The Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in Exhibit “C” attached hereto. Pursuant to Section 3.7 herein, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and City Personnel harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys’ fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by the Consultant or any party performing the Consultant Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by the Consultant or any party performing the Consultant Services on the Consultant’s behalf to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Consultant Services, including, without limitation, any and all public works (as defined by applicable law), the Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

3.7 Indemnification.

3.7.1 Indemnification of the City. Except as set forth in subdivision 3.7.2, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold harmless the City and City Personnel from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses penalties, obligations, expenses, or liabilities (“Claims”) that may be asserted or claimed by any person or entity arising out of the Consultant’s performance of any tasks or services for or on behalf of the City, whether or not there is concurrent active or passive negligence on the part of the City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of the City or any City Personnel. The Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney’s fees incurred in connection therewith. The Consultant shall promptly pay any judgment rendered against the City or any City Personnel for any such claims or liabilities. In the event the City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the work being performed or services being provided under this Agreement, the Consultant shall pay to the City any and all costs and expenses incurred by the City or City Personnel in such action or proceeding, together with reasonable attorney’s fees and expert witness fees.

3.7.2 Design Professionals. The provisions of this subdivision 3.7.2 apply only in the event that the Consultant is a “design professional” within the meaning of the California Civil Code Section 2782.8(c). If the Consultant is a “design professional” within the meaning of Section 2782.8(c), then notwithstanding subdivision 3.7.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), the Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless the City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of the Consultant’s performance of any task or service for or on behalf of the City under this Agreement. Such obligations to defend, hold harmless, and indemnify the City or any City Personnel, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City or such City Personnel. The Consultant’s cost to defend the City and/or City Personnel against any such Claim shall not exceed the Consultant’s proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with the City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent the Consultant has a duty to indemnify the City or any City Personnel under this subdivision (b), the Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from the Consultant’s negligence, recklessness, or willful misconduct.

3.8 Retention of Funds. The Consultant hereby authorizes the City to deduct from any amount payable to the Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of the Consultant's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Consultant's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Consultant, without liability for interest, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or withhold shall not act as a waiver of the Consultant's obligation to pay the City any sums the Consultant owes the City.

3.9 Insurance. The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any sub-consultant or subcontractor to commence services until all such insurance has been obtained by the sub-consultant or subcontractor. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. All insurance policies shall be issued by an insurance company currently authorized by the California Department of Insurance to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the

City's Risk Manager. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover the Consultant's employees as required by law; and the Consultant shall require all subcontractors to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements:

(a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees, and representatives."

(b) "This insurance policy shall not be canceled, limited or nonrenewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death, and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors, and assigns while performing work or services under this Agreement, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Each such policy of insurance shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death, and property damage. Each such policy of insurance shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) “This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy.”

3.9.4 Professional Liability Insurance to protect the City from the Consultant’s negligent acts, errors, and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and the Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

3.9.5 Renewal of Insurance. At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.9.6 Prohibited Insurance Provisions. Insurance policies required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, shall not include any limiting provision or endorsement that has not been submitted to the City for approval. By way of example, additional insured endorsements shall not be limited to “ongoing operations,” exclude contractual liability, restrict coverage to the “sole” liability of the Consultant, or contain any other limitation contrary to this Agreement.

3.9.7 Variations to Insurance Requirements. The City may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City’s interests are otherwise fully protected.

3.10 Conflicts of Interest.

3.10.1 City Personnel. No City Personnel shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. The Consultant shall not employ any such person while this Agreement is in effect.

3.10.2 Consultant. The Consultant represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of the Consultant’s obligations and responsibilities under this Agreement. The Consultant further agrees that while this Agreement is in effect, the Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the

performance of the Consultant's obligations and responsibilities under this Agreement. The Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Consultant to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by the City. In such event, the Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by the City.

3.11 No Undue Influence. The Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee, or agent of the Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.12 No Benefit to Arise to City Employees. No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Consultant Services to be performed under this Agreement.

4. RIGHTS AND REMEDIES

4.1 Termination By the City. The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement with or without any breach or failure to perform of the Consultant. Upon receipt of any notice of termination from the City, the Consultant shall immediately cease all services hereunder except such as may be specifically approved in writing by the Contract Administrator. In the event of termination under this Section 4.1, all finished or unfinished data, studies, maps, reports, and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination under this Section 4.1, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

4.2 Performance to the City's Satisfaction. The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (i) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (ii) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (iii) withholding payment of the City's compensation to the Consultant for any unsatisfactory work performed; (iv) suspending delivery of work to the Consultant for an indefinite time; and/or (v) terminating this Agreement.

4.3 Default, Remedies.

4.3.1 Default of Insurance Requirements. In addition to any other remedies at law or equity the City may have if the Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by Section 3.9 herein, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for the Consultant's breach:

- (a) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- (b) Order the Consultant to stop work under this Agreement or withhold any payment that becomes due to the Consultant hereunder, or both, until the Consultant demonstrates compliance with the insurance requirements herein; and/or
- (c) Immediately terminate this Agreement.

4.3.2 Other Defaults. In addition to any other remedies at law or equity the City may have, if the Consultant materially breaches any of the terms of this Agreement, the City's remedies shall include, but not be limited to, any or all of the following:

- (a) Immediately terminate this Agreement; and/or
- (b) Take over the work and prosecute the same to completion by contract with another consultant or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by the City in retaining a replacement consultant and similar expenses, exceeds the Budget contained in Exhibit "B".

4.4 Force Majeure. Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay

("Force Majeure Event"). If the Consultant is the delaying Party, the City 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 such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

5. MISCELLANEOUS

5.1 Notices. All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to the City:

CITY OF LA PALMA
7822 Walker Street
La Palma, CA 90623
Attn: **Community Development & Public Works
Director**

If to the Consultant:

Big Ben Engineering
4790 Irvine Blvd., Suite 105-404
Irvine, CA 92620

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

5.2 Integration. This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered, or amended except in writing signed by both the City and the Consultant. The Contract Administrator is hereby authorized to approve and effectuate amendments to this Agreement to the extent permitted by applicable law.

5.3 Construction, Venue. This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the

Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and the Consultant agrees to submit to the personal jurisdiction of such court.

5.4 Rights and Remedies are Cumulative. Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

5.5 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, the invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5.6 Assignment. The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

5.7 Consultant not a City Agent. Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

5.8 Attorney's Fees. In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

5.9 Successors and Assigns. Subject to the provisions of Paragraphs 1.9 and 5.6 hereinabove, this Agreement, and all of the covenants, terms, and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

5.10 Authority of Signatories. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

5.11 No Waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power

or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

5.12 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.13 Non-Liability of City Personnel. No City Personnel shall be personally liable to the Consultant, 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 Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

5.14 Execution. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

5.15 Survival. The terms, provisions, representations and certification contained in this Agreement, or inferable therefrom, shall survive the termination of this Agreement and the payment of the compensation hereinabove provided.

5.16 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

5.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

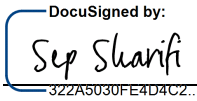
CITY OF LA PALMA

By: _____
Joseph Cisneros
Deputy City Manager

ATTEST:

Kimberly Kenney, CMC
City Clerk

Big Ben Engineering

By:  _____
Sep Sharifi
President, Big Ben Engineering

APPROVED AS TO FORM:

COLANTUONO, HIGHSMITH & WHATLEY, PC

By: _____
Ajit Thind, City Attorney

EXHIBIT A and B

Scope of Work/ Budget and Fee Schedule

EXHIBIT A and
B

-1-

BIG BEN ENGINEERING

INVOICE: 2407-08

TO:	Accounts Payable	DATE:	12/26/2024
JOB NAME:	Various Locations, La Palma		
OWNER:	City Of La Palma		
TASK ORDER #:	N/A		

We submit the following: ESTIMATE SCHEDULE OF COSTS

In response to: QUOTATION REQUEST VERBAL REQ. ORDER TO PROCEED

TITLE: Form & Pour Shock Pads For Backflows

We propose to provide all material, labor, equipment, and services to complete the following project in a substantial and workmanlike manner according to standard practices.

Scope of work includes:

Form/ pour shock pads around 3 backflow devices in center median of La Palma Ave, Moody St, & Kelly Cir	\$ 3,665.06
---	-------------

PROVISIONS

Notes:

- 1. This estimate will remain in effect for 30 days only.
- 2. Work to be done during normal business hours of 7:00 AM - 5:00 PM.
- 3. Surveying, testing, and permitting to be provided by City if needed.

Exclusions:

- 1. Permits, licenses and permission from all authorities and private landowners prior to commencement of any work.
- 2. Any costs related to testing, permit or inspection fees.
- 3. This proposal is based on one (1) move-in. Any additional will be \$3,000 each.
- 4. Any engineering, testing or inspection.
- 5. Bonding.
- 6. Repair to any existing unknown or unmarked conduits.
- 7. Striping.
- 8. Ground Water Removal.
- 9. Traffic Loops.
- 10. Traffic Control Plans.
- 11. This is only an estimate. It does not constitute an agreement or a contract.
- 12. No overtime or premium time included.



T&M INVOICE

Task Order #: N/A
Project Name: Various Locations, La Palma
Customer: City Of La Palma

Foreman: Abel Padilla
Date of Work: 12/26/2024
T&M #: 1

Description:
Set up traffic control to form/ pour shock pads around 3 backflow devices in median on La Palma Ave, Moody St, & Kelly Cir. Cleaned up jobsite & took down traffic control.

LABOR					
DESCRIPTION	REG	OT	DT	HOURLY	TOTAL
Superintendent/Foreman	6.0			\$ 115.51	\$ 693.06
Operator	6.0			\$ 115.00	\$ 690.00
Laborer	6.0			\$ 90.00	\$ 540.00
TOTAL COST OF LABOR				\$	1,923.06
EQUIPMENT					
DESCRIPTION	QTY	HOURS	HOURLY	TOTAL	
Tool/Service Truck	1	6.0	\$ 54.23	\$ 325.38	
Compactor	1	6.0	\$ 7.00	\$ 42.00	
Arrow board	1	6.0	\$ 15.00	\$ 90.00	
TOTAL COST OF EQUIPMENT				\$	457.38
MATERIAL					
DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	
Please see United Rentals Invoice - Concrete	EA	1	\$ 321.88	\$ 321.88	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
			Tax: 8.75%	\$ 28.16	
TOTAL COST OF MATERIALS				\$	350.04
SUBCONTRACTOR					
SUBCONTRACTOR	UNIT	QTY	TOTAL		
TOTAL COST OF SUBCONTRACTOR				\$	-

MARK-UP	
TYPE	AMOUNT
MATERIAL	15%
SUB	5%

LABOR + EQUIP + MATERIAL + SUB TOTAL	\$ 2,730.48
MARK-UP TOTAL	\$ 52.51
TOTAL THIS REPORT	\$ 2,782.99



TIME & MATERIAL FORM

JOB NUMBER: 2407
 PROJECT NAME: Various locations
 CUSTOMER: City of La Palma.

FOREMAN: Abel Padilla
 DATE OF WORK: Dec. 26, 2024
 T&M NUMBER: _____

DESCRIPTION OF WORK: Dig out and form concrete pads around all 3 backflow's.
Pick up concrete and mixer from United rentals. Take material back to Katella
yard.

NO.	LABOR		HOURS		
	NAME	CLASSIFICATION	RT	OT	DT
1	Abel Padilla	Foreman	6		
2	Miguel Jauregui	operator	6		
3	Gio Santiago	Laborer	6		
4					
5					
6					
7					
8					
9					
10					

NO.	EQUIPMENT			TOTAL HOURS
	EQUIPMENT	MODEL	MAKE	HOURS
1	Crew truck	ST23	Ford	8
2				
3				
4				
5				
6				
7				
8				

NO.	MATERIALS/SUBCONTRACTOR	QUANTITY		UNIT
1				
2				
3				
4				
5				
6				

Abel Padilla

Big Ben Inc. Representative (Print & Sign)

AGENCY / CONTRACTOR Representative (Print & Sign)



BRANCH 515
1301 S STATE COLLEGE BLVD
FULLERTON CA 92831-5338
714-871-5712

RENTAL RETURN
INVOICE

242803108-001

Job Site 2407
4997 LA PALMA AVE
LA PALMA CA 90623-2021

Office: 949-660-9400 Job: 949-660-9400

BIG BEN INC
4790 IRVINE BLVD STE 105-404
IRVINE CA 92620-1973

Customer # : 6095803
Invoice Date : 12/26/24
Rental Out : 12/26/24 09:15 AM
Rental In : 12/26/24 12:48 PM
UR Job Loc : 4997 LA PALMA AVE, L
UR Job # : 42
Customer Job ID :
P.O. # : 2407
Ordered By : ABLE PADILLA
Reserved By : CRYSTAL SERRATO
Salesperson : MARSHALL KOTCHASAK

Invoice Amount: \$321.88

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-342-2331
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
P.O. BOX 051122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10951596	CONCRETE TRAILER, MIXER Make: CART-A-WAY Model: CMT100 Serial: 4MFMA1525KM003401	30.00	150.00	552.54	1,610.30	52.50
1	920/9805	COVER DRUM CONCRETE TRAILER	5.00	5.00	15.00	30.00	5.00
Rental Subtotal:							57.50
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	1 YARD CONCRETE BATCH PLANT MIX 1yrd 3/4rock 6sack 560c 3250	[1BCHPLNT/MCI]	237.000		EACH		237.00
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	.432		EACH		.43
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	1.050		EACH		1.05
Sales/Misc Subtotal:							238.48
Agreement Subtotal:							295.98
Tax:							25.90
Total:							321.88

COMMENTS/NOTES:

CONTACT: ABLE PADILLA
CELL#: 949-919-1368

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Invoice Summary

2024 Rates

Date:

12/26/2024

Contractor

BIG BEN ENGINEERING

Invoice # Reference

2407-08

Category Work

PIPELINE

Contract No. /Task Order No.

N/A

Labor	Rate	Number of	Total Regular	Total	Total Double	Total Labor
Superintendent/Foreman	\$115.51	1	6			\$ 693.06
Operator	\$115.00	1	6			\$ 690.00
Pipe layer	\$93.00					\$ -
Laborer	\$90.00	1	6			\$ 540.00
Driver	\$68.00					\$ -
Welder	\$98.00					\$ -
Mason	\$90.00					\$ -
Other Labor for Validation						\$ -
Sub-Total Labor Cost						\$ 1,923.06
Equipment	Rate	Number of	Total Hours			Total Equipment
A/C Grinder w/ Broom	\$125.00					-
Arrow board	\$15.00	1	6			\$ 90.00
Cement Mixer	\$10.00					-
Compaction Testing	\$125.00					-
Compactor	\$7.00	1	6			\$ 42.00
Compressor	\$27.47					-
Concrete/Asphalt Saw	\$15.00					-
Concrete Finisher	\$100.00					-
Dump Truck	\$115.00					-
Excavator (140 - 270 Net HP)	\$196.30					-
Excavator (80 - 125 Net HP)	\$60.36					-
Hydraulic Breaker, Backhoe	\$30.00					-
Jackhammer	\$20.00					-
Line Pull	\$0.00					-
Loader Backhoe (70 - 99 Net HP)	\$77.52					-
Loader Backhoe (100 - 129 Net HP)	\$91.86					-
Pneumatic Tools	\$10.00					-
Power Broom	\$40.81					-
Saw Truck	\$150.00					-
Semi-Truck	\$110.00					-
Skid Steer Loader	\$48.93					-
Skip Loader	\$4.61					-
Street Sweeper	\$175.00					-
Test Pump	\$30.00					-
Trench Plates	\$175.00					-
Tool/Service Truck	\$54.23	1	6			\$ 325.38
Vacuum Truck	\$550.00					-
Vibra Plate	\$10.00					-
Whacker Walk Behind Roller	\$20.00					-
Wheel Loader (2 - 3 yards)	\$91.31					-
Water Pump	\$5.00					-
Water Truck	\$63.53					-
Zipper (asphalt trencher)	\$122.79					-
Other Equipment for Validation	See T&M	See T&M	See T&M			\$ -
Sub-Total Equipment Cost						\$ 457.38
Materials	Rate	Actual Materials Cost				Total Material
Materials-Marked Up	15%	\$ 350.04				\$ 402.55
Materials - Not Marked Up	0%					\$ -
Sub-Total Material Cost						\$ 402.55
Miscellaneous	Unit Cost	Quantity				Total Other Fees
Dump Fees	\$ 35.00	3				\$ 105.00
Spoils Removal	\$ 40.00	3				\$ 120.00
Mob & Demob	\$ 300.00	1				\$ 300.00
Sub-Total Other Fees						\$ 525.00
Labor & Equipment	Rate	Actual				Total
Labor & Equipment -Marked Up	15%	\$ 2,380.44				\$ 2,737.51
Sub-Total Other Fees						\$ 2,737.51
Subcontracted Work (Receipts Required)	Rate	Actual Subcontracted Cost				Total Subcontracted Cost
Total Subcontract Work	5%	\$ -				\$ -
Grand Total						\$ 3,665.06

BIG BEN ENGINEERING

INVOICE: 2407-03

TO:	Accounts Payable	DATE:	12/3/2024
JOB NAME:	8021 Ainsworth Ln, La Palma		
OWNER:	City Of La Palma		
TASK ORDER #:	N/A		

We submit the following: ESTIMATE SCHEDULE OF COSTS

In response to: QUOTATION REQUEST VERBAL REQ. ORDER TO PROCEED

TITLE: Water Main Leak Repair

We propose to provide all material, labor, equipment, and services to complete the following project in a substantial and workmanlike manner according to standard practices.

Scope of work includes:

Called out to repair water main leak & install three 1" Services	\$ 25,529.74
--	--------------

PROVISIONS

Notes:

- 1. This estimate will remain in effect for 30 days only.
- 2. Work to be done during normal business hours of 7:00 AM - 5:00 PM.
- 3. Surveying, testing, and permitting to be provided by City if needed.

Exclusions:

- 1. Permits, licenses and permission from all authorities and private landowners prior to commencement of any work.
- 2. Any costs related to testing, permit or inspection fees.
- 3. This proposal is based on one (1) move-in. Any additional will be \$3,000 each.
- 4. Any engineering, testing or inspection.
- 5. Bonding.
- 6. Repair to any existing unknown or unmarked conduits.
- 7. Striping.
- 8. Ground Water Removal.
- 9. Traffic Loops.
- 10. Traffic Control Plans.
- 11. This is only an estimate. It does not constitute an agreement or a contract.
- 12. No overtime or premium time included.



T&M INVOICE

Task Order #: N/A
 Project Name: 8021 Ainsworth Ln, La Palma
 Customer: City Of La Palma

Foreman: Pablo Torres
 Date of Work: 12/3/24 - 12/4/24
 T&M #: 1

Description:

Saw Cut asphalt to locate main leak. Replaced section of 6" water main . Installed three services as directed by owners, backfill & clean up jobsite.

LABOR					
DESCRIPTION	REG	OT	DT	HOURLY	TOTAL
Superintendent/Foreman		4.0	10.0	\$ 115.51	\$ 3,003.26
Operator		4.0	9.0	\$ 115.00	\$ 2,760.00
Laborer		4.0	9.0	\$ 90.00	\$ 2,160.00
Laborer		4.0	9.0	\$ 90.00	\$ 2,160.00
Laborer		4.0	10.0	\$ 90.00	\$ 2,340.00
TOTAL COST OF LABOR					\$ 12,423.26
EQUIPMENT					
DESCRIPTION	QTY	HOURS	HOURLY	TOTAL	
Tool/Service Truck	2	14.0	\$ 54.23	\$ 1,518.44	
Dump Truck	1	14.0	\$ 115.00	\$ 1,610.00	
Equipment Trailer	1	14.0	\$ 18.97	\$ 265.58	
Excavator (80 - 125 Net HP)	1	14.0	\$ 60.36	\$ 845.04	
Compaction Wheel	1	14.0	\$ 49.57	\$ 693.98	
Hydraulic Breaker, Backhoe	1	14.0	\$ 30.00	\$ 420.00	
Arrow board	1	14.0	\$ 15.00	\$ 210.00	
TOTAL COST OF EQUIPMENT					\$ 5,563.04
MATERIAL					
DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	
See Winwater Invoice	EA	1	\$ 2,157.87	\$ 2,157.87	
1" Copper Roll	EA	1	\$ 897.00	\$ 897.00	
				\$ -	
				\$ -	
				\$ -	
			Tax: 8.75%	\$ 267.30	
TOTAL COST OF MATERIALS					\$ 3,322.17
SUBCONTRACTOR					
SUBCONTRACTOR	UNIT	QTY	TOTAL		
TOTAL COST OF SUBCONTRACTOR					\$ -

MARK-UP	
TYPE	AMOUNT
MATERIAL	15%
SUB	5%

LABOR + EQUIP + MATERIAL + SUB TOTAL \$ 21,308.47
 MARK-UP TOTAL \$ 498.33

TOTAL THIS REPORT \$ 21,806.80



TIME & MATERIAL FORM

JOB NUMBER: 2407-03FOREMAN: Pablo TorresPROJECT NAME: EmergencyDATE OF WORK: 12/3/24 to 12/4/24CUSTOMER: La palma water

T&M NUMBER: _____

DESCRIPTION OF WORK: We saw cut asphalt to fix a one inch water service we do 3 services one at 48' long, two at 13' long, also install 7' of c900 6" pipe two copplings, 3 corps and 3 angle meter stop, we run the new service, replace the 3 services and clean up

NO.	LABOR		HOURS		
	NAME	CLASSIFICATION	RT	OT	DT
1	Jose Roachio	Labor	0	4	9
2	Guillermo Villalpando	Labor	0	4	10
3	Reinaldo Casas	Labor	0	4	9
4	Pedro Sanchez	Operator	0	4	9
5	Pablo Torres	Foreman		4	10
6					
7					
8					
9					
10					

NO.	EQUIPMENT			TOTAL HOURS
	EQUIPMENT	MODEL	MAKE	HOURS
1	Service truck ST20	F550	Ford	14
2	Service truck ST26	F250	Ford	14
3	Excavator E13	302-7	Cat	14
4	Dump truck DT17	F750	Ford	14
5	Ligth tower	Doosan	LSC	14
6				
7				
8				

NO.	MATERIALS/SUBCONTRACTOR	QUANTITY		UNIT
1	6"X1" saddle	3		
2	6" (6.54-7.65) Sleeve coupling	2		
3	20' 6" DR14 C900 pipe	1		
4				
5				
6				

Pablo Torres Agency
Big Ben Inc. Representative (Print & Sign)

AGENCY / CONTRACTOR Representative (Print & Sign)



ORANGE COUNTY WINWATER WORKS C
1617 E BALL RD
ANAHEIM, CA 92805-4813

Page	Date Printed	Invoice No.
1	12/05/24	168347 01

To Reorder Contact Us At
Phone No. : (714) 996-6299
Fax No .. : (714) 996-1599 DB# 04

Sold To: Ship To:

BIG BEN INC
4790 IRVINE BLVD STE 105-404
MAIN ACCOUNT
IRVINE, CA 92620-1973

BIG BEN-LA PALMA EMERGENCY
8021 AINSWORTH LN
LA PALMA, CA 90623-1901

Customer Number 00472-002172	Customer Purchase Order EMERGENCY LA PALMA	Job Name 2407-03 EMERGENCY LA PALMA
Placed By PABLO	Salesman 019-JOSEPH BIELSKI	Type Shipment Stock
	Ship VIA WILL CALL	Date Shipped 12/05/24

WE APPRECIATE YOUR BUSINESS !!!!

Units Ordered	U/M	I t e m D e s c r i p t i o n	Units Shipped	B/C	P r i c e	Per	Discount	E x t e n d e d	Tax
3	EA	J979 6ACX1IPS SADDLE	3		178.0100		.00	534.03	T
2	EA	BR2B 6.84-7.45	2		350.9100		.00	701.82	T
20	FT	462 6.54-7.65 12 SLEEVE CPLG	20		17.4200		.00	348.40	T
1	EA	6"(6.54-7.65)	1		400.0000		.00	400.00	T
		6X20 C900 DR14 CL305 GJ PIPE							
		AFTER HOURS OPENING FEE							

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.
NET 60 DAYS

Pay full balance by 2/03/25

Tax Area ID:	Net Sales	1,984.25
CA - 050590090	Freight	.00
State Tax % 6.000	State Tax	119.06
Local Tax % 2.750	Local Tax	54.56
	Invoice Amount	2,157.87



When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (714) 996-6299.
T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

Invoice Summary

2024 Rates

Date:

12/3/24 - 12/4/24

Contractor

BIG BEN ENGINEERING

Invoice # Reference

2407-03

Category Work

PIPELINE

Contract No. /Task Order No.

N/A

Labor	Rate	Number of	Total Regular	Total	Total Double	Total Labor
Superintendent/Foreman	\$115.51	1		4	10	\$ 3,003.26
Operator	\$115.00	1		4	9	\$ 2,760.00
Pipe layer	\$93.00					\$ -
Laborer	\$90.00	3		12	28	\$ 6,660.00
Driver	\$68.00					\$ -
Welder	\$98.00					\$ -
Mason	\$90.00					\$ -
Other Labor for Validation						\$ -
Sub-Total Labor Cost						\$ 12,423.26
Equipment	Rate	Number of	Total Hours			Total Equipment
A/C Grinder w/ Broom	\$125.00					-
Arrow board	\$15.00	1	14			\$ 210.00
Cement Mixer	\$10.00					-
Compaction Testing	\$125.00					-
Compactor	\$7.00					-
Compressor	\$27.47					-
Concrete/Asphalt Saw	\$15.00					-
Concrete Finisher	\$100.00					-
Dump Truck	\$115.00	1	14			\$ 1,610.00
Excavator (140 - 270 Net HP)	\$196.30					-
Excavator (80 - 125 Net HP)	\$60.36	1	14			\$ 845.04
Hydraulic Breaker, Backhoe	\$30.00	1	14			\$ 420.00
Jackhammer	\$20.00					-
Line Pull	\$0.00					-
Loader Backhoe (70 - 99 Net HP)	\$77.52					-
Loader Backhoe (100 - 129 Net HP)	\$91.86					-
Pneumatic Tools	\$10.00					-
Power Broom	\$40.81					-
Saw Truck	\$150.00					-
Semi-Truck	\$110.00					-
Skid Steer Loader	\$48.93					-
Skip Loader	\$4.61					-
Street Sweeper	\$175.00					-
Test Pump	\$30.00					-
Trench Plates	\$175.00					-
Tool/Service Truck	\$54.23	2	14			\$ 1,518.44
Vacuum Truck	\$550.00					-
Vibra Plate	\$10.00					-
Whacker Walk Behind Roller	\$20.00					-
Wheel Loader (2 - 3 yards)	\$91.31					-
Water Pump	\$5.00					-
Water Truck	\$63.53					-
Zipper (asphalt trencher)	\$122.79					-
Other Equipment for Validation	See T&M	See T&M	See T&M			\$ 959.56
Sub-Total Equipment Cost						\$ 5,563.04
Materials	Rate	Actual Materials Cost				Total Material
Materials-Marked Up	15%	\$ 3,322.17				\$ 3,820.50
Materials - Not Marked Up	0%					\$ -
Sub-Total Material Cost						\$ 3,820.50
Miscellaneous	Unit Cost	Quantity				Total Other Fees
Dump Fees	\$ 35.00	3				\$ 105.00
Spoils Removal	\$ 40.00	3				\$ 120.00
Mob & Demob	\$ 800.00	1				\$ 800.00
Sub-Total Other Fees						\$ 1,025.00
Labor & Equipment	Rate	Actual				Total
Labor & Equipment -Marked Up	15%	\$ 17,986.30				\$ 20,684.25
Sub-Total Other Fees						\$ 20,684.25
Subcontracted Work (Receipts Required)	Rate	Actual Subcontracted Cost				Total Subcontracted Cost
Total Subcontract Work	5%	\$ -				\$ -
Grand Total						\$ 25,529.74

BIG BEN ENGINEERING

INVOICE: 2407-02

TO:	Accounts Payable	DATE:	12/16/2024
JOB NAME:	77792 Kelly Cir, La Palma		
OWNER:	City Of La Palma		
TASK ORDER #:	N/A		

We submit the following: ESTIMATE SCHEDULE OF COSTS

In response to: QUOTATION REQUEST VERBAL REQ. ORDER TO PROCEED

TITLE: 2" Service Replacement

We propose to provide all material, labor, equipment, and services to complete the following project in a substantial and workmanlike manner according to standard practices.

Scope of work includes:

Set up traffic control, unloaded backhoe & remove road plate. Dig out service while on stand for city to close main for repairs. Installed owner furnished materials, backfill with slurry, & plate trench.	\$ 7,171.68
---	-------------

PROVISIONS

Notes:

- 1. This estimate will remain in effect for 30 days only.
- 2. Work to be done during normal business hours of 7:00 AM - 5:00 PM.
- 3. Surveying, testing, and permitting to be provided by City if needed.

Exclusions:

- 1. Permits, licenses and permission from all authorities and private landowners prior to commencement of any work.
- 2. Any costs related to testing, permit or inspection fees.
- 3. This proposal is based on one (1) move-in. Any additional will be \$3,000 each.
- 4. Any engineering, testing or inspection.
- 5. Bonding.
- 6. Repair to any existing unknown or unmarked conduits.
- 7. Striping.
- 8. Ground Water Removal.
- 9. Traffic Loops.
- 10. Traffic Control Plans.
- 11. This is only an estimate. It does not constitute an agreement or a contract.
- 12. No overtime or premium time included.



T&M INVOICE

Task Order #: N/A
Project Name: 77792 Kelly Cir, La Palma
Customer: City Of La Palma

Foreman: Abel Padilla
Date of Work: 12/16/2024
T&M #: 1

Description:
Set up traffic control, unloaded backhoe & remove road plate. Dig out service while on stand for city to close main for repairs. Installed owner furnished materials, backfill with slurry, & plate trench.

LABOR					
DESCRIPTION	REG	OT	DT	HOURLY	TOTAL
Superintendent/Foreman	8.0			\$ 115.51	\$ 924.08
Laborer	8.0			\$ 90.00	\$ 720.00
Laborer	8.0			\$ 90.00	\$ 720.00
TOTAL COST OF LABOR				\$	2,364.08
EQUIPMENT					
DESCRIPTION	QTY	HOURS	HOURLY	TOTAL	
Tool/Service Truck	1	8.0	\$ 54.23	\$ 433.84	
Loader Backhoe (70 - 99 Net HP)	1	8.0	\$ 77.52	\$ 620.16	
Dump Truck	1	8.0	\$ 115.00	\$ 920.00	
Equipment Trailer	1	8.0	\$ 18.97	\$ 151.76	
Arrow board	1	8.0	\$ 15.00	\$ 120.00	
TOTAL COST OF EQUIPMENT				\$	2,245.76
MATERIAL					
DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	
Please see Holliday Rock Invoice	EA	1	\$ 795.89	\$ 795.89	
Material Provided by City of La Palma				\$ -	
				\$ -	
				\$ -	
				\$ -	
			Tax: 8.75%	\$ 69.64	
TOTAL COST OF MATERIALS				\$	865.53
SUBCONTRACTOR					
SUBCONTRACTOR	UNIT	QTY	TOTAL		
TOTAL COST OF SUBCONTRACTOR				\$	-

MARK-UP	
TYPE	AMOUNT
MATERIAL	15%
SUB	5%

LABOR + EQUIP + MATERIAL + SUB TOTAL	\$ 5,475.37
MARK-UP TOTAL	\$ 129.83
TOTAL THIS REPORT	\$ 5,605.20



TIME & MATERIAL FORM

JOB NUMBER: 2407-02
 PROJECT NAME: 7792 Kelly Circle.
 CUSTOMER: City of La Palma

FOREMAN: Abel Padilla
 DATE OF WORK: Dec. 16, 2024
 T&M NUMBER: _____

DESCRIPTION OF WORK: Set up traffic signs, Unload backhoe remove plate over hole. Dig out and around service, wait for city to close main to make repairs on PRC service. City provided parts. Pour slurry over hole and plate, pick up dirt with backhoe dump at city yard and post NO Parking signs for paving. Dig out back flow.

NO.	LABOR		HOURS		
	NAME	CLASSIFICATION	RT	OT	DT
1	Abel Padilla	Foreman	8		
2	Giò Santiago	Laborer	8		
3	Gabriel Jasso	Laborer	8		
4					
5					
6					
7					
8					
9					
10					

NO.	EQUIPMENT			TOTAL HOURS
	EQUIPMENT	MODEL	MAKE	HOURS
1	Crew truck	ST23	Ford	8
2	Backhoe	BH8	CAT	6
3				
4				
5				
6				
7				
8				

NO.	MATERIALS/SUBCONTRACTOR	QUANTITY		UNIT
1	Parts provided by City			
2	Slurry-			
3				
4				
5				
6				

Abel Padilla

Big Ben Inc. Representative (Print & Sign)

AGENCY / CONTRACTOR Representative (Print & Sign)



1401 N. Benson Ave., Upland, CA 91786
Phone 909-982-1553 Fax 909-949-6315
www.HollidayRock.com

INVOICE # 1710853

Date 12/16/2024

BILL TO
BIG BEN, INC.
4790 IRVINE BLVD. #105
IRVINE, CA 92620

SHIP TO
BIG BEN, INC.
7792 Kelly Cir
La Palma CA 90623

CUSTOMER ID	PURCHASE ORDER #	CUSTOMER JOB #
BIGBE001		

TICKET	ITEM NUMBER	DESCRIPTION	SHIPPED	U OF M	UNIT PRICE	EXT. PRICE
123186964	1S141N00	1.5 SACK SAND SLURRY	3.00	CU Yards	\$131.25	\$393.75
123186964	ShortLoad	Short Load	1.00	Each	\$245.00	\$245.00
123186964	Standby	Standby Time	18.00	Each	\$2.00	\$36.00

TOTAL STANDBY	1 TOTAL ENVIRONMENTAL FEE(S)	TOTAL YARDS/TONS
\$36.00	\$60.00	3.00

PAYMENT DUE AT THE END OF THE MONTH FOLLOWING DATE OF INVOICE. Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and Holliday Rock Co., Inc. shall be entitled a reasonable sum as and for collection costs and attorneys' fees whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent

SUBTOTAL	\$734.75
TAX	\$61.14
TOTAL	\$795.89

Invoice Summary

2024 Rates

Date:

12/16/2024

Contractor

BIG BEN ENGINEERING

Invoice # Reference

2407-02

Category Work

PIPELINE

Contract No. /Task Order No.

N/A

Labor	Rate	Number of	Total Regular	Total	Total Double	Total Labor
Superintendent/Foreman	\$115.51	1	8			\$ 924.08
Operator	\$115.00					\$ -
Pipe layer	\$93.00					\$ -
Laborer	\$90.00	2	16			\$ 1,440.00
Driver	\$68.00					\$ -
Welder	\$98.00					\$ -
Mason	\$90.00					\$ -
Other Labor for Validation						\$ -
Sub-Total Labor Cost						\$ 2,364.08
Equipment	Rate	Number of	Total Hours			Total Equipment
A/C Grinder w/ Broom	\$125.00					-
Arrow board	\$15.00	1	8			\$ 120.00
Cement Mixer	\$10.00					-
Compaction Testing	\$125.00					-
Compactor	\$7.00					-
Compressor	\$27.47					-
Concrete/Asphalt Saw	\$15.00					-
Concrete Finisher	\$100.00					-
Dump Truck	\$115.00	1	8			\$ 920.00
Excavator (140 - 270 Net HP)	\$196.30					-
Excavator (80 - 125 Net HP)	\$60.36					-
Hydraulic Breaker, Backhoe	\$30.00					-
Jackhammer	\$20.00					-
Line Pull	\$0.00					-
Loader Backhoe (70 - 99 Net HP)	\$77.52	1	8			\$ 620.16
Loader Backhoe (100 - 129 Net HP)	\$91.86					-
Pneumatic Tools	\$10.00					-
Power Broom	\$40.81					-
Saw Truck	\$150.00					-
Semi-Truck	\$110.00					-
Skid Steer Loader	\$48.93					-
Skip Loader	\$4.61					-
Street Sweeper	\$175.00					-
Test Pump	\$30.00					-
Trench Plates	\$175.00					-
Tool/Service Truck	\$54.23	1	8			\$ 433.84
Vacuum Truck	\$550.00					-
Vibra Plate	\$10.00					-
Whacker Walk Behind Roller	\$20.00					-
Wheel Loader (2 - 3 yards)	\$91.31					-
Water Pump	\$5.00					-
Water Truck	\$63.53					-
Zipper (asphalt trencher)	\$122.79					-
Other Equipment for Validation	See T&M	See T&M	See T&M			\$ 151.76
Sub-Total Equipment Cost						\$ 2,245.76
Materials	Rate	Actual Materials Cost				Total Material
Materials-Marked Up	15%	\$ 865.53				\$ 995.36
Materials - Not Marked Up	0%					\$ -
Sub-Total Material Cost						\$ 995.36
Miscellaneous	Unit Cost	Quantity				Total Other Fees
Dump Fees	\$ 35.00	1				\$ 35.00
Spoils Removal	\$ 40.00	1				\$ 40.00
Mob & Demob	\$ 800.00	1				\$ 800.00
Sub-Total Other Fees						\$ 875.00
Labor & Equipment	Rate	Actual				Total
Labor & Equipment -Marked Up	15%	\$ 4,609.84				\$ 5,301.32
Sub-Total Other Fees						\$ 5,301.32
Subcontracted Work (Receipts Required)	Rate	Actual Subcontracted Cost				Total Subcontracted Cost
Total Subcontract Work	5%	\$ -				\$ -
Grand Total						\$ 7,171.68

BIG BEN ENGINEERING

INVOICE: 2407-06

TO:	Accounts Payable	DATE:	12/18/2024
JOB NAME:	7792 Kelly Circle		
OWNER:	City Of La Palma		
TASK ORDER #:	N/A		

We submit the following: ESTIMATE SCHEDULE OF COSTS

In response to: QUOTATION REQUEST VERBAL REQ. ORDER TO PROCEED

TITLE: Paving

We propose to provide all material, labor, equipment, and services to complete the following project in a substantial and workmanlike manner according to standard practices.

Scope of work includes:

Tee cut & base pave service repair	\$ 6,650.67
------------------------------------	-------------

PROVISIONS

Notes:

- 1. This estimate will remain in effect for 30 days only.
- 2. Work to be done during normal business hours of 7:00 AM - 5:00 PM.
- 3. Surveying, testing, and permitting to be provided by City if needed.

Exclusions:

- 1. Permits, licenses and permission from all authorities and private landowners prior to commencement of any work.
- 2. Any costs related to testing, permit or inspection fees.
- 3. This proposal is based on one (1) move-in. Any additional will be \$3,000 each.
- 4. Any engineering, testing or inspection.
- 5. Bonding.
- 6. Repair to any existing unknown or unmarked conduits.
- 7. Striping.
- 8. Ground Water Removal.
- 9. Traffic Loops.
- 10. Traffic Control Plans.
- 11. This is only an estimate. It does not constitute an agreement or a contract.
- 12. No overtime or premium time included.



T&M INVOICE

Task Order #: N/A
Project Name: 7792 Kelly Circle
Customer: City Of La Palma

Foreman: Abel Padilla
Date of Work: 12/18/2024
T&M #: 1

Description:
Set up traffic control, removed plate, Tee cut around patch to gutter. Strip out the asphalt, base pave patch with 3/4" asphalt and cap with 1/2" asphalt. Tack seal and return plate to the city yard, Clean up jobsite

LABOR					
DESCRIPTION	REG	OT	DT	HOURLY	TOTAL
Superintendent/Foreman	8.0			\$ 115.51	\$ 924.08
Laborer	8.0			\$ 90.00	\$ 720.00
Laborer	8.0			\$ 90.00	\$ 720.00
TOTAL COST OF LABOR				\$	2,364.08
EQUIPMENT					
DESCRIPTION	QTY	HOURS	HOURLY	TOTAL	
Tool/Service Truck	1	8.0	\$ 54.23	\$ 433.84	
Loader Backhoe (70 - 99 Net HP)	1	8.0	\$ 77.52	\$ 620.16	
Dump Truck	1	8.0	\$ 115.00	\$ 920.00	
Equipment Trailer	1	8.0	\$ 18.97	\$ 151.76	
Arrow board	1	8.0	\$ 15.00	\$ 120.00	
TOTAL COST OF EQUIPMENT				\$	2,245.76
MATERIAL					
DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	
See RJ Noble Invoice	EA	1	\$ 379.29	\$ 379.29	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
			Tax: 8.75%	\$ 33.19	
TOTAL COST OF MATERIALS				\$	412.48
SUBCONTRACTOR					
SUBCONTRACTOR	UNIT	QTY	TOTAL		
TOTAL COST OF SUBCONTRACTOR				\$	-

MARK-UP	
TYPE	AMOUNT
MATERIAL	15%
SUB	5%

LABOR + EQUIP + MATERIAL + SUB TOTAL	\$ 5,022.32
MARK-UP TOTAL	\$ 61.87
TOTAL THIS REPORT	\$ 5,084.19



TIME & MATERIAL FORM

JOB NUMBER: 2401-6
 PROJECT NAME: 7792 Kelly Circle
 CUSTOMER: City of La Palma

FOREMAN: Abel Padilla
 DATE OF WORK: Dec. 18, 2024
 T&M NUMBER: _____

DESCRIPTION OF WORK: Remove plate, TEE cut around patch and all the way to the gutter. Strip out the asphalt. Base pave patch with 3/4" asphalt and cap with 1/2" asphalt. Take seal and return plate to city yard. Start digging out hardscape on Moody.

NO.	LABOR		HOURS		
	NAME	CLASSIFICATION	RT	OT	DT
1	Abel Padilla	Foreman	8		
2	Gio Santiago	Laborer	8		
3	Gabriel Jasso	Laborer	8		
4					
5	Rodger Gurrola	Driver			
6					
7					
8					
9					
10					

NO.	EQUIPMENT			TOTAL HOURS
	EQUIPMENT	MODEL	MAKE	HOURS
1	Crew truck	ST23	Ford	8
2	Backhoe	BH8	CAT	
3	Dump truck			
4				
5				
6				
7				
8				

NO.	MATERIALS/SUBCONTRACTOR	QUANTITY		UNIT
1				
2				
3				
4				
5				
6				

Abel Padilla

Big Ben Inc. Representative (Print & Sign)

AGENCY / CONTRACTOR Representative (Print & Sign)



INVOICE

Engineering Contractors
P O Box 620 Orange, California 92856
(714) 637-1550 Fax (714) 637-6321

Invoice # 255058
Invoice Date 12/18/2024

Delivered To:

Sold To: Big Ben Construction
4790 Irvine Blvd #105-404
Irvine CA 92620

Customer No 1000
Customer PO No 2407
RJN No

Sales Date	Ticket	Description	Units UM	Unit Price	Matl Total	Env Fee	Haul Total	Tax %	Tax	Total
12/18/2024	1141672	IIIB-2 R20% PG64-10 WMA	3.09 TON	80.00 E	247.20	10.00	0.00	0.0775	19.94	277.14
			3.09		247.20	10.00	0.00		19.94	277.14
12/18/2024	1141722	IIIC-3 R20 PG64-10 WMA	1.06 TON	80.00 E	84.80	10.00	0.00	0.0775	7.35	102.15
			1.06		84.80	10.00	0.00		7.35	102.15

Total Invoice:

Units	Matl Total (Taxable)	Env Fee (Taxable)	Haul Total (Non-Taxable)	Tax %	Tax	Total
4.15	332.00	20.00	0.00	0.0775	27.29	379.29

DUP Pay Terms Due Upon Presentation

Payment Type: On Account



For your convenience, we are now accepting credit cards payments! (All credit card payments are subject to 4% convenience fee).
R J Noble will charge NSF fees of \$30.00 for every check returned. Fees are subject to change at any time.

Invoice Summary

2024 Rates

Date:

12/18/2024

Contractor

BIG BEN ENGINEERING

Invoice # Reference

2407-06

Category Work

PIPELINE

Contract No. /Task Order No.

N/A

Labor	Rate	Number of	Total Regular	Total	Total Double	Total Labor
Superintendent/Foreman	\$115.51	1	8			\$ 924.08
Operator	\$115.00					\$ -
Pipe layer	\$93.00					\$ -
Laborer	\$90.00	2	16			\$ 1,440.00
Driver	\$68.00					\$ -
Welder	\$98.00					\$ -
Mason	\$90.00					\$ -
Other Labor for Validation						\$ -
Sub-Total Labor Cost						\$ 2,364.08
Equipment	Rate	Number of	Total Hours			Total Equipment
A/C Grinder w/ Broom	\$125.00					-
Arrow board	\$15.00	1	8			\$ 120.00
Cement Mixer	\$10.00					-
Compaction Testing	\$125.00					-
Compactor	\$7.00					-
Compressor	\$27.47					-
Concrete/Asphalt Saw	\$15.00					-
Concrete Finisher	\$100.00					-
Dump Truck	\$115.00	1	8			\$ 920.00
Excavator (140 - 270 Net HP)	\$196.30					-
Excavator (80 - 125 Net HP)	\$60.36					-
Hydraulic Breaker, Backhoe	\$30.00					-
Jackhammer	\$20.00					-
Line Pull	\$0.00					-
Loader Backhoe (70 - 99 Net HP)	\$77.52	1	8			\$ 620.16
Loader Backhoe (100 - 129 Net HP)	\$91.86					-
Pneumatic Tools	\$10.00					-
Power Broom	\$40.81					-
Saw Truck	\$150.00					-
Semi-Truck	\$110.00					-
Skid Steer Loader	\$48.93					-
Skip Loader	\$4.61					-
Street Sweeper	\$175.00					-
Test Pump	\$30.00					-
Trench Plates	\$175.00					-
Tool/Service Truck	\$54.23	1	8			\$ 433.84
Vacuum Truck	\$550.00					-
Vibra Plate	\$10.00					-
Whacker Walk Behind Roller	\$20.00					-
Wheel Loader (2 - 3 yards)	\$91.31					-
Water Pump	\$5.00					-
Water Truck	\$63.53					-
Zipper (asphalt trencher)	\$122.79					-
Other Equipment for Validation	See T&M	See T&M	See T&M			\$ 151.76
Sub-Total Equipment Cost						\$ 2,245.76
Materials	Rate	Actual Materials Cost				Total Material
Materials-Marked Up	15%	\$ 412.48				\$ 474.35
Materials - Not Marked Up	0%					\$ -
Sub-Total Material Cost						\$ 474.35
Miscellaneous	Unit Cost	Quantity				Total Other Fees
Dump Fees	\$ 35.00	1				\$ 35.00
Spoils Removal	\$ 40.00	1				\$ 40.00
Mob & Demob	\$ 800.00	1				\$ 800.00
Sub-Total Other Fees						\$ 875.00
Labor & Equipment	Rate	Actual				Total
Labor & Equipment -Marked Up	15%	\$ 4,609.84				\$ 5,301.32
Sub-Total Other Fees						\$ 5,301.32
Subcontracted Work (Receipts Required)	Rate	Actual Subcontracted Cost				Total Subcontracted Cost
Total Subcontract Work	5%	\$ -				\$ -
Grand Total						\$ 6,650.67

BIG BEN ENGINEERING

INVOICE: 2407-05

TO:	Accounts Payable	DATE:	12/20/2024
JOB NAME:	7959 Moody Street, La Palma		
OWNER:	City Of La Palma		
TASK ORDER #:	N/A		

We submit the following: ESTIMATE SCHEDULE OF COSTS

In response to: QUOTATION REQUEST VERBAL REQ. ORDER TO PROCEED

TITLE: 2" Water Service & Backflow Reconnect

We propose to provide all material, labor, equipment, and services to complete the following project in a substantial and workmanlike manner according to standard practices.

Scope of work includes:

Hand dug to replace 2" water service and install backflow	\$ 5,807.80
---	-------------

PROVISIONS

Notes:

- 1. This estimate will remain in effect for 30 days only.
- 2. Work to be done during normal business hours of 7:00 AM - 5:00 PM.
- 3. Surveying, testing, and permitting to be provided by City if needed.

Exclusions:

- 1. Permits, licenses and permission from all authorities and private landowners prior to commencement of any work.
- 2. Any costs related to testing, permit or inspection fees.
- 3. This proposal is based on one (1) move-in. Any additional will be \$3,000 each.
- 4. Any engineering, testing or inspection.
- 5. Bonding.
- 6. Repair to any existing unknown or unmarked conduits.
- 7. Striping.
- 8. Ground Water Removal.
- 9. Traffic Loops.
- 10. Traffic Control Plans.
- 11. This is only an estimate. It does not constitute an agreement or a contract.
- 12. No overtime or premium time included.



T&M INVOICE

Task Order #: N/A
Project Name: 7959 Moody Street, La Palma
Customer: City Of La Palma

Foreman: Abel Padilla
Date of Work: 12/20/2024
T&M #: 1

Description:
Hand dug to expose shut off, install new 2" service material and backflow device, backfill, compact, & cleaned up jobsite.

LABOR					
DESCRIPTION	REG	OT	DT	HOURLY	TOTAL
Superintendent/Foreman	8.0			\$ 115.51	\$ 924.08
Operator	8.0			\$ 115.00	\$ 920.00
Laborer	8.0			\$ 90.00	\$ 720.00
Laborer	8.0			\$ 90.00	\$ 720.00
TOTAL COST OF LABOR				\$	3,284.08
EQUIPMENT					
DESCRIPTION	QTY	HOURS	HOURLY	TOTAL	
Tool/Service Truck	1	8.0	\$ 54.23	\$ 433.84	
TOTAL COST OF EQUIPMENT				\$	433.84
MATERIAL					
DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	
Please see Yo-Fire Invoice	EA	1	\$ 1,165.17	\$ 1,165.17	
Remaining material provided by City of La Palma				\$ -	
				\$ -	
				\$ -	
				\$ -	
			Tax: 8.75%	\$ 101.95	
TOTAL COST OF MATERIALS				\$	1,267.12
SUBCONTRACTOR					
SUBCONTRACTOR	UNIT	QTY	TOTAL		
TOTAL COST OF SUBCONTRACTOR				\$	-

MARK-UP	
TYPE	AMOUNT
MATERIAL	15%
SUB	5%

LABOR + EQUIP + MATERIAL + SUB TOTAL	\$ 4,985.04
MARK-UP TOTAL	\$ 190.07
TOTAL THIS REPORT	\$ 5,175.11



TIME & MATERIAL FORM

JOB NUMBER: 2407-05FOREMAN: Abel PadillaPROJECT NAME: 7959 Moody St.DATE OF WORK: Dec. 20, 2024CUSTOMER: City of La Palma

T&M NUMBER: _____

DESCRIPTION OF WORK: Dig out backflow. locate a shut off. Remove existing pipe, install 2" male thread x compression 90° into corp. Install 3ft. of 2" copper with 2" compression 90°, install 2ft. of 2" copper with 2" angle meter, install 2" meter with flange, Install 2"x1" brass nipple with 2" brass 90°, install 2"x3" nipple with backflow, install 2"x3" nipple with PVC thread x slip connect to existing PVC.

NO.	LABOR		HOURS		
	NAME	CLASSIFICATION	RT	OT	DT
1	Abel Padilla	Foreman	8		
2	Miguel Jauregui	Operator	8		
3	Gio Santiago	Laborer	8		
4	Gabriel Jasso	Laborer	8		
5					
6					
7					
8					
9					
10					

NO.	EQUIPMENT			TOTAL HOURS
	EQUIPMENT	MODEL	MAKE	HOURS
1	Crew truck	ST23	Ford	8
2				
3				
4				
5				
6				
7				
8				

NO.	MATERIALS/SUBCONTRACTOR	QUANTITY		UNIT
1	2" angle meter stop, 2" meter and flange	Provided	by the City	
2	2" brass 90°, Backflow device and meter box	of La	Palma	
3				
4	Rest of parts provided by 40 Fire			
5				
6				

Abel Padilla

Big Ben Inc. Representative (Print & Sign)

AGENCY / CONTRACTOR Representative (Print & Sign)



INVOICE

Remit-To Address:
11120 Western Ave.
Stanton, CA 90680

Page 1/1

Sold To

BIG BEN ENGINEERING INC
4790 IRVINE BLVD #105-404
IRVINE CA 92620

Ship To

W/C STANTON
JOB: LA PALMA

Customer # 0010210	Order Date 12/20/2024	Sales Order # 1030958	Buyer ABEL	Customer P/O # 2407	Ship Via W/C STANTON	Salesman DIMA
Invoice # 1030958	Invoice Date 12/26/2024	Ship Date 12/20/24	Freight Terms PREPAID& ADD	Job Number 2407	Terms NET 30 DAYS	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	1	1		027L8477Q	2 L84-77Q-NL MIP X C110 90	EA	170.03	\$170.03
2	1	1		027L4477	2 L44-77-NL CTS PJ 90	EA	253.25	\$253.25
3	1	1		051020120	2 X 1-0 BRS NPL	EA	65.25	\$65.25
4	2	2		051020360	2 X 3-0 BRS NPL	EA	234.31	\$468.62
5	2	2		070829020	2 COUP SCH 80 PVC SS	EA	4.93	\$9.86
6	1	1		070835020	2 FEM ADPT SCH 80 PVC ST	EA	14.29	\$14.29
7	1	1		070837251	2 X 1 1/2 S80 PVC BUSH SP X S	EA	5.66	\$5.66
8	2	2		052BR90ST200	2 BRS ST 90	EA	42.23	\$84.46

NEW OFFICE HOURS WILL BE
6:00 AM - 4:00 PM
STARTING ON SEPTEMBER 5TH 2023

Terms and Conditions can be found at:
www.yofire.com/terms-and-conditions

Merchandise	1,071.42
Freight	0.00
Misc Charges	0.00
Sub Total	1,071.42
Taxable	1,071.42
Tax (001)	93.75
TOTAL	\$1,165.17

Customer Copy

Pay By 01/25/2025

Writer: TOM

Invoice Summary

2024 Rates

Date:

12/20/2024

Contractor

BIG BEN ENGINEERING

Invoice # Reference

2407-05

Category Work

PIPELINE

Contract No. /Task Order No.

N/A

Labor	Rate	Number of	Total Regular	Total	Total Double	Total Labor
Superintendent/Foreman	\$115.51	1	8			\$ 924.08
Operator	\$115.00	1	8			\$ 920.00
Pipe layer	\$93.00					\$ -
Laborer	\$90.00	2	16			\$ 1,440.00
Driver	\$68.00					\$ -
Welder	\$98.00					\$ -
Mason	\$90.00					\$ -
Other Labor for Validation						\$ -
Sub-Total Labor Cost						\$ 3,284.08
Equipment	Rate	Number of	Total Hours			Total Equipment
A/C Grinder w/ Broom	\$125.00					-
Arrow board	\$15.00					-
Cement Mixer	\$10.00					-
Compaction Testing	\$125.00					-
Compactor	\$7.00					-
Compressor	\$27.47					-
Concrete/Asphalt Saw	\$15.00					-
Concrete Finisher	\$100.00					-
Dump Truck	\$115.00					-
Excavator (140 - 270 Net HP)	\$196.30					-
Excavator (80 - 125 Net HP)	\$60.36					-
Hydraulic Breaker, Backhoe	\$30.00					-
Jackhammer	\$20.00					-
Line Pull	\$0.00					-
Loader Backhoe (70 - 99 Net HP)	\$77.52					-
Loader Backhoe (100 - 129 Net HP)	\$91.86					-
Pneumatic Tools	\$10.00					-
Power Broom	\$40.81					-
Saw Truck	\$150.00					-
Semi-Truck	\$110.00					-
Skid Steer Loader	\$48.93					-
Skip Loader	\$4.61					-
Street Sweeper	\$175.00					-
Test Pump	\$30.00					-
Trench Plates	\$175.00					-
Tool/Service Truck	\$54.23	1	8			\$ 433.84
Vacuum Truck	\$550.00					-
Vibra Plate	\$10.00					-
Whacker Walk Behind Roller	\$20.00					-
Wheel Loader (2 - 3 yards)	\$91.31					-
Water Pump	\$5.00					-
Water Truck	\$63.53					-
Zipper (asphalt trencher)	\$122.79					-
Other Equipment for Validation	See T&M	See T&M	See T&M			\$ -
Sub-Total Equipment Cost						\$ 433.84
Materials	Rate	Actual Materials Cost				Total Material
Materials-Marked Up	15%	\$ 1,267.12				\$ 1,457.19
Materials - Not Marked Up	0%					\$ -
Sub-Total Material Cost						\$ 1,457.19
Miscellaneous	Unit Cost	Quantity				Total Other Fees
Dump Fees	\$ 35.00	1				\$ 35.00
Spoils Removal	\$ 40.00	1				\$ 40.00
Mob & Demob	\$ 800.00	0				\$ -
Sub-Total Other Fees						\$ 75.00
Labor & Equipment	Rate	Actual				Total
Labor & Equipment -Marked Up	15%	\$ 3,717.92				\$ 4,275.61
Sub-Total Other Fees						\$ 4,275.61
Subcontracted Work (Receipts Required)	Rate	Actual Subcontracted Cost				Total Subcontracted Cost
Total Subcontract Work	5%	\$ -				\$ -
Grand Total						\$ 5,807.80

BIG BEN ENGINEERING

INVOICE: 2407-07

TO:	Accounts Payable	DATE:	12/23/2024
JOB NAME:	5605 La Palma Ave, La Palma		
OWNER:	City Of La Palma		
TASK ORDER #:	N/A		

We submit the following: ESTIMATE SCHEDULE OF COSTS

In response to: QUOTATION REQUEST VERBAL REQ. ORDER TO PROCEED

TITLE: 2" Water Service & Backflow Reconnect

We propose to provide all material, labor, equipment, and services to complete the following project in a substantial and workmanlike manner according to standard practices.

Scope of work includes:

Replace 2" service and install backflow	\$ 6,324.18
---	-------------

PROVISIONS

Notes:

- 1. This estimate will remain in effect for 30 days only.
- 2. Work to be done during normal business hours of 7:00 AM - 5:00 PM.
- 3. Surveying, testing, and permitting to be provided by City if needed.

Exclusions:

- 1. Permits, licenses and permission from all authorities and private landowners prior to commencement of any work.
- 2. Any costs related to testing, permit or inspection fees.
- 3. This proposal is based on one (1) move-in. Any additional will be \$3,000 each.
- 4. Any engineering, testing or inspection.
- 5. Bonding.
- 6. Repair to any existing unknown or unmarked conduits.
- 7. Striping.
- 8. Ground Water Removal.
- 9. Traffic Loops.
- 10. Traffic Control Plans.
- 11. This is only an estimate. It does not constitute an agreement or a contract.
- 12. No overtime or premium time included.



T&M INVOICE

Task Order #: N/A
Project Name: 5605 La Palma Ave, La Palma
Customer: City Of La Palma

Foreman: Abel Padilla
Date of Work: 12/23/2024
T&M #: 1

Description:
Broke out concrete pad and hand dug to expose shut off, replaced 2" service and install backflow device. Backfill, set meter box, clean up jobsite & took broken concrete back to city yard.

LABOR					
DESCRIPTION	REG	OT	DT	HOURLY	TOTAL
Superintendent/Foreman	8.0			\$ 115.51	\$ 924.08
Operator	8.0			\$ 115.00	\$ 920.00
Laborer	8.0			\$ 90.00	\$ 720.00
TOTAL COST OF LABOR				\$	2,564.08
EQUIPMENT					
DESCRIPTION	QTY	HOURS	HOURLY	TOTAL	
Tool/Service Truck	1	8.0	\$ 54.23	\$ 433.84	
Loader Backhoe (70 - 99 Net HP)	1	8.0	\$ 77.52	\$ 620.16	
Dump Truck	1	8.0	\$ 115.00	\$ 920.00	
Arrow board	1	8.0	\$ 15.00	\$ 120.00	
TOTAL COST OF EQUIPMENT				\$	2,094.00
MATERIAL					
DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	
See Yo Fire Invoices	EA	1	\$ 713.55	\$ 713.55	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
			Tax: 8.75%	\$ 62.44	
TOTAL COST OF MATERIALS				\$	775.99
SUBCONTRACTOR					
SUBCONTRACTOR	UNIT	QTY	TOTAL		
TOTAL COST OF SUBCONTRACTOR				\$	-

MARK-UP	
TYPE	AMOUNT
MATERIAL	15%
SUB	5%

LABOR + EQUIP + MATERIAL + SUB TOTAL	\$ 5,434.07
MARK-UP TOTAL	\$ 116.40
TOTAL THIS REPORT	\$ 5,550.46



TIME & MATERIAL FORM

JOB NUMBER: 2407-07
 PROJECT NAME: 5605 La Palma Ave.
 CUSTOMER: City of La Palma

FOREMAN: Abel Padilla
 DATE OF WORK: Dec. 23, 2024
 T&M NUMBER: _____

DESCRIPTION OF WORK: Dig out backflow. Install 2" PVC coupling, install 1ft. of 2" sch.80 install 2" 90°, install 1ft. of sch.80, install 2" female thread x slip adapter, Install 2" x 2ft. brass nipple, install backflow device, install 2" x 2ft. brass nipple connect to existing brass coupling. Backfill hole set new meter box. Pick up broken concrete take to city yard.

NO.	LABOR		HOURS		
	NAME	CLASSIFICATION	RT	OT	DT
1	Abel Padilla	Foreman	8		
2	Gio Santiago	Laborer	8		
3	Miguel Jauregui	Operator	8		
4					
5					
6					
7					
8					
9					
10					

NO.	EQUIPMENT			TOTAL HOURS
	EQUIPMENT	MODEL	MAKE	HOURS
1	Crew truck	ST23	Ford	8
2				
3				
4				
5				
6				
7				
8				

NO.	MATERIALS/SUBCONTRACTOR	QUANTITY	UNIT
1	Backflow device and meter box provided by City of		La Palma
2			
3	All other parts provided by Yo Fire		
4			
5			
6			

Abel Padilla

Big Ben Inc. Representative (Print & Sign)

AGENCY / CONTRACTOR Representative (Print & Sign)

Remit-To Address:
11120 Western Ave.
Stanton, CA 90680

Sold To

BIG BEN ENGINEERING INC
4790 IRVINE BLVD #105-404
IRVINE CA 92620

Ship To

W/C STANTON
JOB: LA PALMA

[illegible]

Merchandise	279.17
Freight	0.00
Misc Charges	0.00
Sub Total	279.17
Taxable	279.17
Tax (001)	24.43
TOTAL	\$303.60

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INVOICE

Remit-To Address:
11120 Western Ave.
Stanton, CA 90680

Page 1/1

Sold To

BIG BEN ENGINEERING INC
4790 IRVINE BLVD #105-404
IRVINE CA 92620

Ship To

W/C STANTON

Customer # 0010210	Order Date 12/23/2024	Sales Order # 1030967	Buyer ABEL	Customer P/O # 2407	Ship Via W/C STANTON	Salesman DIMA
Invoice # 1030967	Invoice Date 12/26/2024	Ship Date 12/23/24	Freight Terms PREPAID& ADD	Job Number 2407	Terms NET 30 DAYS	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	1	1		070835020	2 FEM ADPT SCH 80 PVC ST	EA	14.29	\$14.29
2	1	1		070806020	2 90 SCH 80 PVC SS	EA	3.98	\$3.98
3	2	2		051020240	2 X 2-0 BRS NPL	EA	137.12	\$274.24
4	2	2		052BR90STLF200	2 BRS ST 90 LF	EA	42.23	\$84.46

NEW OFFICE HOURS WILL BE
6:00 AM - 4:00 PM
STARTING ON SEPTEMBER 5TH 2023

Terms and Conditions can be found at:
www.yofire.com/terms-and-conditions

Merchandise	376.97
Freight	0.00
Misc Charges	0.00
Sub Total	376.97
Taxable	376.97
Tax (001)	32.98
TOTAL	\$409.95

Customer Copy

Pay By 01/25/2025

Writer: TOM

Invoice Summary**2024 Rates**

Date:

12/23/2024

Contractor

BIG BEN ENGINEERING

Invoice # Reference

2407-07

Category Work

PIPELINE

Contract No. /Task Order No.

N/A

Labor	Rate	Number of	Total Regular	Total	Total Double	Total Labor
Superintendent/Foreman	\$115.51	1	8			\$ 924.08
Operator	\$115.00	1	8			\$ 920.00
Pipe layer	\$93.00					\$ -
Laborer	\$90.00	1	8			\$ 720.00
Driver	\$68.00					\$ -
Welder	\$98.00					\$ -
Mason	\$90.00					\$ -
Other Labor for Validation						\$ -
Sub-Total Labor Cost						\$ 2,564.08
Equipment	Rate	Number of	Total Hours			Total Equipment
A/C Grinder w/ Broom	\$125.00					-
Arrow board	\$15.00	1	8			\$ 120.00
Cement Mixer	\$10.00					-
Compaction Testing	\$125.00					-
Compactor	\$7.00					-
Compressor	\$27.47					-
Concrete/Asphalt Saw	\$15.00					-
Concrete Finisher	\$100.00					-
Dump Truck	\$115.00	1	8			\$ 920.00
Excavator (140 - 270 Net HP)	\$196.30					-
Excavator (80 - 125 Net HP)	\$60.36					-
Hydraulic Breaker, Backhoe	\$30.00					-
Jackhammer	\$20.00					-
Line Pull	\$0.00					-
Loader Backhoe (70 - 99 Net HP)	\$77.52	1	8			\$ 620.16
Loader Backhoe (100 - 129 Net HP)	\$91.86					-
Pneumatic Tools	\$10.00					-
Power Broom	\$40.81					-
Saw Truck	\$150.00					-
Semi-Truck	\$110.00					-
Skid Steer Loader	\$48.93					-
Skip Loader	\$4.61					-
Street Sweeper	\$175.00					-
Test Pump	\$30.00					-
Trench Plates	\$175.00					-
Tool/Service Truck	\$54.23	1	8			\$ 433.84
Vacuum Truck	\$550.00					-
Vibra Plate	\$10.00					-
Whacker Walk Behind Roller	\$20.00					-
Wheel Loader (2 - 3 yards)	\$91.31					-
Water Pump	\$5.00					-
Water Truck	\$63.53					-
Zipper (asphalt trencher)	\$122.79					-
Other Equipment for Validation	See T&M	See T&M	See T&M			\$ -
Sub-Total Equipment Cost						\$ 2,094.00
Materials	Rate	Actual Materials Cost				Total Material
Materials-Marked Up	15%	\$ 775.99				\$ 892.38
Materials - Not Marked Up	0%					\$ -
Sub-Total Material Cost						\$ 892.38
Miscellaneous	Unit Cost	Quantity				Total Other Fees
Dump Fees	\$ 35.00	1				\$ 35.00
Spoils Removal	\$ 40.00	1				\$ 40.00
Mob & Demob	\$ 800.00					\$ -
Sub-Total Other Fees						\$ 75.00
Labor & Equipment	Rate	Actual				Total
Labor & Equipment -Marked Up	15%	\$ 4,658.08				\$ 5,356.79
Sub-Total Other Fees						\$ 5,356.79
Subcontracted Work (Receipts Required)	Rate	Actual Subcontracted Cost				Total Subcontracted Cost
Total Subcontract Work	5%	\$ -				\$ -
Grand Total						\$ 6,324.18

BIG BEN ENGINEERING

INVOICE: 2407-04

TO:	Accounts Payable	DATE:	12/17/2024
JOB NAME:	4924 La Palma Ave, La Palma		
OWNER:	City Of La Palma		
TASK ORDER #:	N/A		

We submit the following: ESTIMATE SCHEDULE OF COSTS

In response to: QUOTATION REQUEST VERBAL REQ. ORDER TO PROCEED

TITLE: 2" Water Service & Backflow Reconnect

We propose to provide all material, labor, equipment, and services to complete the following project in a substantial and workmanlike manner according to standard practices.

Scope of work includes:

Set up traffic control, unloaded backhoe & remove road plate. Dig out service while on stand for city to close main for repairs. Installed owner furnished materials, backfill with slurry, & plate trench.	\$ 4,926.64
---	-------------

PROVISIONS

Notes:

- 1. This estimate will remain in effect for 30 days only.
- 2. Work to be done during normal business hours of 7:00 AM - 5:00 PM.
- 3. Surveying, testing, and permitting to be provided by City if needed.

Exclusions:

- 1. Permits, licenses and permission from all authorities and private landowners prior to commencement of any work.
- 2. Any costs related to testing, permit or inspection fees.
- 3. This proposal is based on one (1) move-in. Any additional will be \$3,000 each.
- 4. Any engineering, testing or inspection.
- 5. Bonding.
- 6. Repair to any existing unknown or unmarked conduits.
- 7. Striping.
- 8. Ground Water Removal.
- 9. Traffic Loops.
- 10. Traffic Control Plans.
- 11. This is only an estimate. It does not constitute an agreement or a contract.
- 12. No overtime or premium time included.



T&M INVOICE

Task Order #: N/A
Project Name: 4924 La Palma Ave, La Palma
Customer: City Of La Palma

Foreman: Abel Padilla
Date of Work: 12/17/2024
T&M #: 1

Description:
Hand dig to expose 2" ball valve to install new 2" service and backflow device, backfill, set meter box & cleaned up jobsite.

LABOR					
DESCRIPTION	REG	OT	DT	HOURLY	TOTAL
Superintendent/Foreman	8.0			\$ 115.51	\$ 924.08
Laborer	8.0			\$ 90.00	\$ 720.00
Laborer	8.0			\$ 90.00	\$ 720.00
TOTAL COST OF LABOR				\$	2,364.08
EQUIPMENT					
DESCRIPTION	QTY	HOURS	HOURLY	TOTAL	
Tool/Service Truck	1	8.0	\$ 54.23	\$ 433.84	
Arrow board	1	8.0	\$ 15.00	\$ 120.00	
Whacker Walk Behind Roller	1	8.0	\$ 20.00	\$ 160.00	
TOTAL COST OF EQUIPMENT				\$	713.84
MATERIAL					
DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	
See Yo Fire Invoice	EA	1	\$ 1,049.10	\$ 1,049.10	
Material Provided by City of La Palma				\$ -	
				\$ -	
				\$ -	
				\$ -	
			Tax: 8.75%	\$ 91.80	
TOTAL COST OF MATERIALS				\$	1,140.90
SUBCONTRACTOR					
SUBCONTRACTOR	UNIT	QTY	TOTAL		
TOTAL COST OF SUBCONTRACTOR				\$	-

MARK-UP	
TYPE	AMOUNT
MATERIAL	15%
SUB	5%

LABOR + EQUIP + MATERIAL + SUB TOTAL	\$ 4,218.82
MARK-UP TOTAL	\$ 171.13
TOTAL THIS REPORT	\$ 4,389.95



TIME & MATERIAL FORM

JOB NUMBER: 2407-04
 PROJECT NAME: 4924 La Palma Ave
 CUSTOMER: City of La Palma

FOREMAN: Abel Padilla
 DATE OF WORK: Dec. 17, 2024
 T&M NUMBER: _____

DESCRIPTION OF WORK: Dig out backflow down to 2" ball valve. Install 2" male thread * compression, install 2ft. of 2" copper, install 2" angle meter and meter, install 1ft. * 2" brass nipple, install 2" brass 90°, install 1ft. * 2" brass nipple, install backflow, install 2" female thread * slip adapter, install 1ft. of 2" PVC sch. 80, install 2" 90° PVC. Backfill hole set box

NO.	LABOR		HOURS		
	NAME	CLASSIFICATION	RT	OT	DT
1	Abel Padilla	Foreman	8		
2	Gio Santiago	Laborer	8		
3	Gabriel Jasso	Laborer	8		
4					
5					
6					
7					
8					
9					
10					

NO.	EQUIPMENT			TOTAL HOURS
	EQUIPMENT	MODEL	MAKE	HOURS
1	Crew truck	ST23	Ford	8
2				
3				
4				
5				
6				
7				
8				

NO.	MATERIALS/SUBCONTRACTOR	QUANTITY	UNIT
1	2" angle meter, 2" meter, 2" flange - Provided by the City of La Palma		
2	2" meter box provided by City of La Palma		
3	2" backflow provided by City of La Palma		
4			
5	Pick up remaining parts at VO Fire		
6			

Abel Padilla

Big Ben Inc. Representative (Print & Sign)

AGENCY / CONTRACTOR Representative (Print & Sign)



INVOICE

Remit-To Address:
11120 Western Ave.
Stanton, CA 90680

Page 1/1

Sold To

BIG BEN ENGINEERING INC
4790 IRVINE BLVD #105-404
IRVINE CA 92620

Ship To

W/C STANTON
JOB: 2407-04

Customer # 0010210	Order Date 12/17/2024	Sales Order # 1030887	Buyer ABEL	Customer P/O # 2407-04	Ship Via W/C STANTON	Salesman DIMA
Invoice # 1030887	Invoice Date 12/19/2024	Ship Date 12/17/24	Freight Terms PREPAID& ADD	Job Number 2407-04	Terms NET 30 DAYS	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	1	1		027L8477Q	2 L84-77Q-NL MIP X C110 90	EA	170.03	\$170.03
2	20	20		004210201	2 X 20 COPPER K SOFT	FT	31.62	\$632.40
3	1	1		052BR90LF200	2 BRS 90 LF	EA	27.72	\$27.72
4	1	1		051020060	2 X 0-6 BRS NPL	EA	37.71	\$37.71
5	1	1		051020120	2 X 1-0 BRS NPL	EA	74.58	\$74.58
6	1	1		070835020	2 FEM ADPT SCH 80 PVC ST	EA	14.29	\$14.29
7	2	2		070806020	2 90 SCH 80 PVC SS	EA	3.98	\$7.96

NEW OFFICE HOURS WILL BE
6:00 AM - 4:00 PM
STARTING ON SEPTEMBER 5TH 2023

Terms and Conditions can be found at:
www.yofire.com/terms-and-conditions

Merchandise	964.69
Freight	0.00
Misc Charges	0.00
Sub Total	964.69
Taxable	964.69
Tax (001)	84.41
TOTAL	\$1,049.10

Customer Copy

Pay By 01/18/2025

Writer: FL

Invoice Summary

2024 Rates

Date:

12/17/2024

Contractor

BIG BEN ENGINEERING

Invoice # Reference

2407-04

Category Work

PIPELINE

Contract No. /Task Order No.

N/A

Labor	Rate	Number of	Total Regular	Total	Total Double	Total Labor
Superintendent/Foreman	\$115.51	1	8			\$ 924.08
Operator	\$115.00					\$ -
Pipe layer	\$93.00					\$ -
Laborer	\$90.00	2	16			\$ 1,440.00
Driver	\$68.00					\$ -
Welder	\$98.00					\$ -
Mason	\$90.00					\$ -
Other Labor for Validation						\$ -
Sub-Total Labor Cost						\$ 2,364.08
Equipment	Rate	Number of	Total Hours			Total Equipment
A/C Grinder w/ Broom	\$125.00					-
Arrow board	\$15.00	1	8			\$ 120.00
Cement Mixer	\$10.00					-
Compaction Testing	\$125.00					-
Compactor	\$7.00					-
Compressor	\$27.47					-
Concrete/Asphalt Saw	\$15.00					-
Concrete Finisher	\$100.00					-
Dump Truck	\$115.00					-
Excavator (140 - 270 Net HP)	\$196.30					-
Excavator (80 - 125 Net HP)	\$60.36					-
Hydraulic Breaker, Backhoe	\$30.00					-
Jackhammer	\$20.00					-
Line Pull	\$0.00					-
Loader Backhoe (70 - 99 Net HP)	\$77.52					-
Loader Backhoe (100 - 129 Net HP)	\$91.86					-
Pneumatic Tools	\$10.00					-
Power Broom	\$40.81					-
Saw Truck	\$150.00					-
Semi-Truck	\$110.00					-
Skid Steer Loader	\$48.93					-
Skip Loader	\$4.61					-
Street Sweeper	\$175.00					-
Test Pump	\$30.00					-
Trench Plates	\$175.00					-
Tool/Service Truck	\$54.23	1	8			\$ 433.84
Vacuum Truck	\$550.00					-
Vibra Plate	\$10.00					-
Whacker Walk Behind Roller	\$20.00	1	8			\$ 160.00
Wheel Loader (2 - 3 yards)	\$91.31					-
Water Pump	\$5.00					-
Water Truck	\$63.53					-
Zipper (asphalt trencher)	\$122.79					-
Other Equipment for Validation	See T&M	See T&M	See T&M			\$ -
Sub-Total Equipment Cost						\$ 713.84
Materials	Rate	Actual Materials Cost				Total Material
Materials-Marked Up	15%	\$ 1,140.90				\$ 1,312.03
Materials - Not Marked Up	0%					\$ -
Sub-Total Material Cost						\$ 1,312.03
Miscellaneous	Unit Cost	Quantity				Total Other Fees
Dump Fees	\$ 35.00	1				\$ 35.00
Spoils Removal	\$ 40.00	1				\$ 40.00
Mob & Demob	\$ 800.00	0				\$ -
Sub-Total Other Fees						\$ 75.00
Labor & Equipment	Rate	Actual				Total
Labor & Equipment -Marked Up	15%	\$ 3,077.92				\$ 3,539.61
Sub-Total Other Fees						\$ 3,539.61
Subcontracted Work (Receipts Required)	Rate	Actual Subcontracted Cost				Total Subcontracted Cost
Total Subcontract Work	5%	\$ -				\$ -
Grand Total						\$ 4,926.64

EXHIBIT C

Prevailing Wage Requirements

- A. Public Work. The Consultant hereby expressly acknowledges and agrees that the City has never previously affirmatively represented to the Consultant, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, the Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the City will enforce all penalties required by law for the Consultant’s failure to pay prevailing wages.
- B. Labor Code of California. The Consultant’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.
1. In accordance with Sections 1773 and 1773.2 of the Labor Code, the City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with the City’s principal office and are available to any interested party on request. The Consultant shall post a copy of the prevailing rate of per diem wages at each job site.
 2. The Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ electronic certified payroll reporting (eCPR) system.
 3. Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day’s work hereunder.
 4. Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.
 5. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Consultant shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution

EXHIBIT C

of this Agreement by the Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

6. The Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by him or her in connection with this Agreement.
 7. Pursuant to Labor Code Section 1775, it is hereby stipulated that the Consultant shall, as a penalty to the City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Consultant Services by the Consultant or any sub-consultant or subcontractor.
- C. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.
- D. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

EXHIBIT C

City of La Palma

Agenda Item No. 6



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Jake Chavira, Public Works Manager

AGENDA TITLE: 2025 Annual Water Quality Report

RECOMMENDED ACTION:

It is recommended that the City Council receive and file the Draft 2025 Annual Water Quality Report and direct staff to distribute the report to the City of La Palma residents.

SUMMARY:

Since 1990, California public water utilities have been providing an annual Water Quality Report to their customers. This year's report is expected to be delivered to residents by July 1st and covers drinking water quality testing and reporting for calendar year 2024. The City of La Palma Public Works Department works vigilantly to safeguard its water supply and, as in years past, the water delivered to the homes met the water quality standards required by Federal and State regulatory agencies. The United States Environmental Protection Agency (USEPA) and the State Water Resources Control Board (SWRCB) are the agencies responsible for establishing and enforcing drinking water quality standards. This report has no significant changes from the previous Water Quality Report. In addition, though rarely used, this report includes Water Quality data from Metropolitan Water District (MWD).

BACKGROUND:

The California Domestic Water Quality and Monitoring Regulations (Title 22 of the California Code of Regulations) requires that each community's water system distribute to each customer an Annual Water Quality Report on the water purveyed. Additionally, the United States Environmental Protection Agency's (EPA) Consumer Confidence Rule requires public water suppliers that serve the same customers throughout the year to provide consumer

confidence reports (CCR) to their customers. These reports are also known as annual water quality reports or drinking water quality reports.

The 2025 Annual Water Quality Report (Attachment 1) provides information to the City Council and the public on the current water quality and future issues facing the City of La Palma (City) and its water consumers. The City's current potable water quality is safe to drink.

ANALYSIS:

Since the 1960's, there have been reports of mild water coloration. This is a result of metals in the groundwater such as Iron and Manganese. These metals occur naturally in soils, rocks, and minerals. In the aquifer, when groundwater comes into contact with these solid materials they begin to dissolve and release constituents that cause coloring issues in the water. Red and brown colors are due to iron; black is due to manganese; while yellow is due to dissolved organic matter such as tannins. Currently, Iron and Manganese are categorized as a Secondary Drinking Water Standard, which are not health-threatening, non-enforceable guidelines to help regulate contaminants that may cause cosmetic effects (such as skin or tooth discoloration) or aesthetic effects (such as taste, odor, or color) in drinking water. As such, the EPA and the *State Water Resources Control Board* (SWRCB) have not issued public health goals (PHGs) nor required maximum contaminant level goals (MCLGs) for these constituents because secondary standards are set on the basis of aesthetic concerns. In the event an agency surpasses the recommended MCL for secondary drinking water standards, the agency should simply notify their governing board. At this time, there are no MCL concerns for Iron nor Manganese to report. For example, the Manganese MCL is set at 50 parts per billion (ppb), however, the local groundwater levels are at 40 ppb.

Arsenic is a semi-metal element that has been detected in the City's groundwater since the 1960's. It is odorless and tasteless. It can enter drinking water supplies from natural deposits in the earth, through agricultural activities, or industrial practices. According to the Office of Environmental Health Hazard Assessment (OEHHA) of the California Environmental Protection Agency, ingestion of arsenic can pose a risk of cancer (such as lung and urinary bladder cancer) up to one excess case of cancer per million people per 70-year lifetime. At higher levels of exposure, arsenic can also result in a number of non-cancerous issues such as vascular or skin effects.

Arsenic is a Primary Drinking Water Standard. As a result, primary standards are legally enforceable standards that apply to public water systems and require water agencies to protect public health by limiting the levels of contaminants in the drinking water. Therefore, the State of California revised the arsenic MCL from 50 to 10 ppb on November 28, 2008. Among the City's two well sites, the City is currently at 8.7 ppb. Concentrations of arsenic have been detected primarily at the City Yard well site and have been as high as 9 ppb.

Per- and polyfluoroalkyl

Per- and polyfluoroalkyl substances (PFAS) are a group of thousands of manmade chemicals that are used to make carpets, clothing, fabrics for furniture, food packaging, cookware, and other materials to make them non-stick and/or resistant to water, oil, and stains. They are

also used in a number of industrial processes and firefighting activities. According to the EPA, current peer-reviewed scientific studies have shown that exposure to certain levels of PFAS may lead to: Reproductive effects such as decreased fertility or increased high blood pressure in pregnant women. As such, the Safe Drinking Water Act (SDWA) requires that once every five years the EPA issues a list of unregulated contaminants to be monitored by public water systems. The City is currently adhering to the fifth Unregulated Contaminant Monitoring Rule (UCMR 5) that was published on December 27, 2021. UCMR 5 requires sample collection for 30 chemical contaminants between 2023 and 2025 using analytical methods developed by EPA and consensus organizations. This action provides EPA and other interested parties with scientifically valid data on the national occurrence of these contaminants in drinking water. Consistent with EPA's PFAS Strategic Roadmap, UCMR 5 will provide new data that is critically needed to improve EPA's understanding of the frequency that 29 PFAS (and lithium) are found in the nation's drinking water systems and at what levels. This data will ensure science-based decision-making and help prioritize protection of disadvantaged communities. This data will ensure science-based decision-making and help prioritize various health protections.

The City of La Palma last sampled for PFAS in 2024. All sample results were Non-Detect (ND). The City is currently scheduled to sample both wells for PFAS this year.

For the Orange County Groundwater Basin, PFAS primarily enters via the Santa Ana River (SAR) where flows infiltrate into the basin. This occurs through treated wastewater discharges and stormwater runoff from upstream communities in San Bernardino and Riverside counties. Chemical manufacturers are the original source of PFAS chemicals. Despite playing no role in releasing PFAS into the environment, cities and water agencies must find ways to remove it from their local water supply. This can be accomplished through potentially blending clean water into the system to reduce contaminants or through the construction of treatment facilities. Fortunately, as a groundwater partner agency of the Orange County Water District (OCWD), in the event PFAS is detected, OCWD will cover the entire cost for local treatment facilities and 50% of the maintenance cost.

FISCAL IMPACT:

The cost to prepare, design, and print the 2025 Water Quality Report is approximately \$5,045, and the estimated cost to distribute it is \$1,500. Although only \$5,000 has been budgeted (050-430-6540-00000), there is sufficient funding within the Water Administration Division budget to cover the \$1,545 overage.

ATTACHMENTS:

1. 2025 Annual Water Quality Report

2025 WATER QUALITY REPORT

This report reflects water quality testing conducted during 2024.



Presented By
City of La Palma
Community Development
& Public Works Department

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda.

This report contains important information about your drinking water. Translate it, or speak with someone who understands it.

이 안내는 매우 중요합니다.
본인을 위해 번역인을 사용하십시오.

Your 2025 Water Quality Report

Since 1990, California public water utilities have been providing an annual Water Quality Report, also known as the Consumer Confidence Report, to their customers. This year's report covers drinking water quality testing and reporting for 2024. Your City of La Palma Community Development & Public Works Department vigilantly safeguards its water supply, and as in years past, the water delivered to your home meets the quality standards required by federal and state regulatory agencies. The U.S. Environmental Protection Agency (U.S. EPA) and the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW) are the agencies responsible for establishing and enforcing drinking water quality standards.

In some cases, the City goes beyond what is required by testing for unregulated chemicals that may have known health risks but do not have drinking water standards. For example, the Orange County Water District (OCWD), which manages the groundwater basin, tests for unregulated chemicals in our water supply. Unregulated chemical monitoring helps U.S. EPA and DDW determine where certain chemicals occur and whether new standards need to be established for those chemicals to protect public health.

Through drinking water quality testing programs carried out by OCWD for groundwater, the Metropolitan Water District of Southern California (MWDSC) for treated surface water, and the City for the water distribution system, your drinking water is constantly monitored from source to tap for regulated and unregulated contaminants. The state allows the City to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, is more than a year old.

Source Water Assessment

Imported (MWDSC) Water Assessment

Every five years, MWDSC is required by DDW to examine possible sources of drinking water contamination in its State Water Project and Colorado River source waters. The most recent surveys for MWDSC's source waters are the Colorado River Watershed Sanitary Survey—2020 Update and the State Water Project Watershed Sanitary Survey—2021 Update. Water from the Colorado River is considered to be most vulnerable to contamination from recreation, urban/stormwater runoff, increasing urbanization in the watershed, and wastewater. Water supplies from Northern California's State Water Project are most vulnerable to contamination from urban/stormwater runoff, wildlife, agriculture, recreation, and wastewater.

U.S. EPA also requires MWDSC to complete a source water assessment (SWA) that uses information collected in the watershed sanitary surveys. MWDSC completed its SWA in December 2002. The SWA is used to evaluate the vulnerability of water sources to contamination and helps determine whether more protective measures are needed. A copy of the most recent summary of the Watershed Sanitary Surveys or the SWA can be obtained by calling MWDSC at (800) CALL-MWD (800-225-5693).

Groundwater Assessment

An assessment of the drinking water sources for the City was completed in December 2002. The groundwater sources are considered most vulnerable to the following activities not associated with detected contaminants: body shops, chemical/petroleum processing/storage, electrical/electronic manufacturing, gas stations, historic gas stations, known contaminant plumes, machine shops, metal plating/finishing/fabricating, photo processing/printing, repair shops, sewer collection systems, and wastewater treatment and disposal facilities. A copy of the complete assessment is available at State Water Resources Control Board, Division of Drinking Water, 2 MacArthur Place, Suite 150, Santa Ana, CA 92707. Further information and a summary of the assessments are available by contacting the City of La Palma at (714) 690-3310.

Sources of Supply

The City's water supply is groundwater managed by the OCWD and treated surface water from Northern California and the Colorado River managed by the MWDSC. OCWD's groundwater comes from a natural underground aquifer that is replenished with water from the Santa Ana River, local rainfall, and imported water. The groundwater basin is 350 square miles and lies beneath north and central Orange County from Irvine to the Los Angeles County border and from Yorba Linda to the Pacific Ocean. More than 20 cities and retail water districts draw from the basin to provide water to homes and businesses.

Important Health Information

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health-care providers. U.S. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

We Invite You to Learn More About Your Water's Quality

For information about this report, or your water quality in general, please contact the Community Development & Public Works Department at (714) 690-3310. For more information about the health effects of the listed contaminants in the following tables, call the U.S. EPA hotline at (800) 426-4791. The city council meets on the first Tuesday of every month at 6:30 p.m. in the City Council Chambers, located at 7822 Walker Street. Please feel free to participate in these meetings.

Quality Water is Our Priority

Turn the tap and the water flows, as if by magic. Or so it seems. The reality is considerably different. Delivering high-quality drinking water to our customers is a scientific and engineering feat that requires considerable effort and talent to ensure the water is always there, always safe to drink. Because tap water is highly regulated by state and federal laws, water treatment and distribution operators must be licensed.

Our licensed water professionals have an understanding of a wide range of subjects, including mathematics, biology, chemistry, physics, and engineering. Some of the tasks they complete on a regular basis include:

- Operating and maintaining equipment to purify and clarify water;
- Monitoring and inspecting machinery, meters, gauges, and operating conditions;
- Conducting tests and inspections on water and evaluating the results;
- Documenting and reporting test results and system operations to regulatory agencies; and
- Serving our community through customer support, education, and outreach.

So the next time you turn on your faucet, think of the skilled professionals who stand behind every drop.

About Lead in Tap Water

Lead can cause serious health effects in people of all ages, especially pregnant people, infants (both formula-fed and breastfed), and young children. Lead in drinking water is primarily from materials and parts used in service lines and home plumbing. The City of La Palma is responsible for providing high-quality drinking water and removing lead pipes but cannot control the variety of materials used in the plumbing in your home. Because lead levels may vary over time, lead exposure is possible even when your tap sampling results do not detect lead at one point in time. You can help protect yourself and your family by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Using a filter certified by an American National Standards Institute–accredited certifier to reduce lead is effective in reducing lead exposures. Follow the instructions provided with the filter to ensure it is used properly. Use only cold water for drinking, cooking, and making baby formula. Boiling does not remove lead from water.

Before using tap water for drinking, cooking, or making baby formula, flush your pipes for several minutes. You can do this by running your tap, taking a shower, or doing laundry or a load of dishes. If you have a lead or galvanized service line requiring replacement, you may need to flush your pipes for a longer period. If you are concerned about lead and wish to have your water tested, contact the City of La Palma Community Development & Public Works Department at (714) 690-3310. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at epa.gov/safewater/lead.

Orange County's Water Future

For years, Orange County has enjoyed an abundant and seemingly endless supply of high-quality water. As water demand continues to increase statewide, we must be even more conscientious about our water supply and maximize the efficient use of this precious natural resource. OCWD and the Municipal Water District of Orange County (MWDOC)



work cooperatively to evaluate new and innovative water management and supply development programs, including water reuse and recycling, wetlands expansion, recharge facility construction, ocean and brackish water desalination, surface storage, and water use efficiency programs. These efforts are helping to enhance long-term countywide water reliability and water quality.

A healthy water future for Orange County rests on finding and developing new water supplies, as well as protecting and improving the quality of the water that we have today. Your local and regional water agencies are committed to making the necessary investments in new water management projects today to ensure an abundant and high-quality water supply for our future.

Lead Service Line Inventory

La Palma has completed the lead service line initial inventory (LSLI) required by U.S. EPA's Lead and Copper Rule Revisions. The deadline for the LSLI was October 16, 2024. Through completing a historical records review and field investigations, the City has determined that all service lines within the distribution system are lead-free. This includes all customer-owned service lines. For more information, please contact the Community Development & Public Works Department at (714) 690-3310.

Arsenic

While your drinking water meets the federal and state standard for arsenic, it does contain low levels of arsenic. The arsenic standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The U.S. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and linked to other health effects such as skin damage and circulatory problems.

2024 City of La Palma Drinking Water Quality

For more information about the health effects of the listed contaminants in the following tables, call the U.S. EPA hotline at (800) 426-4791.

2024 CITY OF LA PALMA DISTRIBUTION SYSTEM WATER QUALITY

	MCL (MRDL/ MRDLG)	AVERAGE AMOUNT	RANGE OF DETECTIONS	MCL VIOLATION	TYPICAL SOURCE OF CONTAMINANT
Disinfection Byproducts					
Total Trihalomethanes (ppb)	80	13	ND - 17	No	Byproducts of chlorine disinfection
Haloacetic Acids (ppb)	60	4	ND - 6.6	No	Byproducts of chlorine disinfection
Chlorine Residual (ppm)	(4 / 4)	0.51	ND - 1.4	No	Disinfectant added for treatment
Aesthetic Quality					
Color (color units)	15*	10	ND - 12	No	Erosion of natural deposits
Odor (threshold odor number)	3*	1.1	1 - 2	No	Erosion of natural deposits
Turbidity (ntu)	5*	0.7	ND - 1.24	No	Erosion of natural deposits

Eight locations in the distribution system are tested quarterly for total trihalomethanes and haloacetic acids; five locations are tested weekly for color, odor and turbidity. MRDL = Maximum Residual Disinfectant Level; MRDLG = Maximum Residual Disinfectant Level Goal; *Contaminant is regulated by a secondary standard to maintain aesthetic qualities (taste, odor, color).

LEAD AND COPPER ACTION LEVELS AT RESIDENTIAL TAPS

	ACTION LEVEL (AL)	PUBLIC HEALTH GOAL	90TH PERCENTILE VALUE	SITES EXCEEDING AL / NUMBER OF SITES	AL VIOLATION?	TYPICAL SOURCE OF CONTAMINANT
Lead (ppb)	15	0.2	ND	0 / 30	No	Corrosion of household plumbing
Copper (ppm)	1.3	0.3	0.17	0 / 30	No	Corrosion of household plumbing

Thirty residences were tested for lead and copper at-the-tap during 2024. Lead was detected in 3 homes; none exceeded the regulatory Action Level (AL). Copper was detected in 20 homes; none exceeded the AL. A regulatory AL is the concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

UNREGULATED CHEMICALS REQUIRING MONITORING

CHEMICAL	NOTIFICATION LEVEL	PHG	AVERAGE AMOUNT	RANGE OF DETECTIONS	MOST RECENT SAMPLING DATE
Bromochloroacetic Acid (ppb)	n/a	n/a	.7	0.5 - 1	2020
Bromodichloroacetic Acid (ppb)	n/a	n/a	ND	ND - 0.6	2020
Chlorodibromoacetic Acid (ppb)	n/a	n/a	0.5	0.5 - 0.7	2020
Dibromoacetic Acid (ppb)	n/a	n/a	0.8	0.6 - 1.5	2020
Dichloroacetic Acid (ppb)	n/a	MCLG = 0	0.4	0.3 - 0.6	2020

2024 CITY OF LA PALMA DRINKING WATER QUALITY LOCAL GROUNDWATER

CHEMICAL	MCL	PHG (MCLG)	AVERAGE AMOUNT	RANGE OF DETECTIONS	MCL VIOLATION?	TYPICAL SOURCE OF CONTAMINATION
Radiologicals - Tested in 2024						
Uranium (pCi/L)	20	0.43	ND	ND - 1.1	No	Erosion of Natural Deposits
Inorganic Chemicals - Tested in 2023 and 2024						
Arsenic (ppb)	10	0.004	7.4	5.2 - 9.9	No	Erosion of Natural Deposits
Barium (ppm)	1	2	ND	ND - 0.104	No	Oil Drilling Waste and Metal Refinery Discharge; Erosion of Natural Deposits
Fluoride (ppm)	2	1	0.44	0.44	No	Erosion of Natural Deposits
Secondary Standards* - Tested in 2023 and 2024						
Chloride (ppm)	500*	n/a	17	15 - 19	No	Runoff or Leaching from Natural Deposits
Manganese (ppb)	50*	n/a	48	43 - 52	No	Erosion of Natural Deposits
Odor (threshold odor number)	3*	n/a	ND	ND - 1	No	Naturally-occurring Organic Materials
Specific Conductance (µmho/cm)	1,600*	n/a	480	458 - 501	No	Substances that Form Ions in Water
Sulfate (ppm)	500*	n/a	50.2	43.8 - 56.5	No	Runoff or Leaching from Natural Deposits
Total Dissolved Solids (ppm)	1,000*	n/a	294	270 - 318	No	Runoff or Leaching from Natural Deposits
Turbidity (ntu)	5*	n/a	0.15	0.15	No	Runoff or Leaching from Natural Deposits
Unregulated Chemicals - Tested in 2023						
Alkalinity, total as CaCO₃ (ppm)	Not Regulated	n/a	177	173 - 181	n/a	Runoff or Leaching from Natural Deposits
Calcium (ppm)	Not Regulated	n/a	43	42 - 45	n/a	Runoff or Leaching from Natural Deposits
Hardness, total (ppm)	Not Regulated	n/a	147	138 - 155	n/a	Runoff or Leaching from Natural Deposits
Hardness, total (grains per gallon)	Not Regulated	n/a	8.6	8.1 - 9.1	n/a	Runoff or Leaching from Natural Deposits
Magnesium (ppm)	Not Regulated	n/a	9.3	8.3 - 10	n/a	Runoff or Leaching from Natural Deposits
pH (pH unit)	Not Regulated	n/a	8	8	n/a	Hydrogen Ion Concentration
Potassium (ppm)	Not Regulated	n/a	2.1	2 - 2.2	n/a	Runoff or Leaching from Natural Deposits
Sodium (ppm)	Not Regulated	n/a	51	47 - 55	n/a	Runoff or Leaching from Natural Deposits

ppb = parts-per-billion; ppm = parts-per-million; pCi/L = picoCuries per liter; NTU = nephelometric turbidity units; µmho/cm = micromhos per centimeter; ND = not detected; NR = not required; MCL = Maximum Contaminant Level; (MCLG) = federal MCL Goal; PHG = California Public Health Goal; n/a = not applicable; * Contaminant is regulated by a secondary standard.

UNREGULATED CHEMICALS REQUIRING MONITORING

CHEMICAL	NOTIFICATION LEVEL	PHG	AVERAGE AMOUNT	RANGE OF DETECTIONS	MOST RECENT SAMPLING DATE
Bromide (ppm)	Not Regulated	n/a	0.049	0.042 - 0.056	2020
Manganese (ppb)**	SMCL = 50	n/a	43.7	29.6 - 57.8	2020
Total Organic Carbon (Unfiltered) (ppm)	Not Regulated	n/a	0.15	0.14 - 0.16	2020

SMCL = Secondary MCL

** Manganese was included as part of the unregulated chemicals requiring monitoring.

Drinking Water Definitions

What are water quality standards?

Drinking water standards established by U.S. EPA and DDW set limits for substances that may affect consumer health or aesthetic qualities of drinking water.

The tables in this report show the following types of water quality standards:

- **Maximum contaminant level (MCL):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible.
- **Maximum residual disinfectant level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Secondary MCLs** are set to protect the odor, taste, and appearance of drinking water.
- **Primary drinking water standard (PDWS):** MCLs for contaminants that affect health, along with their monitoring and reporting requirements and water treatment requirements.
- **Regulatory action level (AL):** The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.

What is a water quality goal?

In addition to mandatory water quality standards, U.S. EPA and DDW have set voluntary water quality goals for some contaminants. Water quality goals are often set at such low levels that they are not achievable in practice and are not directly measurable. Nevertheless, these goals provide useful guideposts and direction for water management practices.

The tables in this report include three types of water quality goals:

- **Maximum contaminant level goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by U.S. EPA.
- **Maximum residual disinfectant level goal (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Public health goal (PHG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California EPA.

How are contaminants measured?

Water is sampled and tested throughout the year. Contaminants are measured in:

- Parts per million (ppm) or milligrams per liter (mg/L)
- Parts per billion (ppb) or micrograms per liter (µg/L)
- Parts per trillion (ppt) or nanograms per liter (ng/L)

Drinking Water Contaminants

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, that can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive contaminants that can be naturally occurring or the result of oil and gas production and mining activities.

To ensure that tap water is safe to drink, the U.S. EPA and the SWRCB prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. U.S. Food and Drug Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline (1-800-426-4791).



Disinfectants and Disinfection By-Products in Drinking Water

Disinfection of drinking water was one of the greatest public health advancements of the 20th century, significantly reducing the spread of waterborne diseases caused by bacteria and viruses. Today chlorine and chloramines are commonly used disinfectants to ensure safe drinking water.

How Disinfection Works

- Chlorine is added at the water source (groundwater wells or treatment plants) to kill harmful microorganisms.
- Residual chlorine remains in the distribution system to prevent bacterial growth in the pipes that carry water to homes and businesses.
- Chloramines, a combination of chlorine and ammonia, are also used as a disinfectant and help reduce certain by-products.

Disinfection By-Products and Regulations

While effective, chlorine and chloramines can

react with naturally occurring materials in water, forming disinfection by-products (DBPs), which may pose health risks. The most common DBPs are trihalomethanes (THMs) and haloacetic acids (HAAs).

To protect public health, the U.S. EPA regulates DBPs under the Safe Drinking Water Act:

- In 1979 the U.S. EPA set the maximum allowable total THM level at 100 parts per billion (ppb).
- In 2002 the Stage 1 Disinfectants/Disinfection Byproducts Rule lowered the limit to 80 ppb and added HAAs to the list of regulated chemicals.
- In 2006 the Stage 2 Disinfectants/Disinfection Byproducts Rule introduced further monitoring and control measures.
- Full compliance began in 2012.

Your drinking water meets or exceeds all state

and federal standards, with rigorous monitoring in place. We regularly test for DBPs and adjust treatment methods to maintain a safe balance between disinfection and by-product control.

Important Considerations

- Fish and aquatic pets:** Chloramines can be toxic to fish and should be removed from water used in aquariums.
- Kidney dialysis patients:** Chloramines must be filtered from water used in dialysis treatment—consult your health-care provider.

For more information on water quality and regulations, visit:

- U.S. EPA water regulations:** epa.gov/sdwa
- SWRCB:** waterboards.ca.gov

Your drinking water is treated, tested, and monitored to ensure it remains safe and reliable for you and your community.

Important Information About Your Drinking Water

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

Monitoring Requirements Not Met For City of La Palma

Our water system failed to monitor as required for drinking water standards during the past year and, therefore, was in violation of the regulations. Even though this failure was not an emergency, as our customers, you have a right to know what you should do, what happened, and what we did to correct this situation. We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. During the third quarter of 2024, we did not monitor for total trihalomethanes (TTHMs) and haloacetic acids 5 (HAA5s) from eight approved sampling sites and therefore, cannot be sure of the quality of your drinking water during that time.

What should I do?

- There is nothing you need to do at this time.
- The table below lists the contaminant(s) we did not properly test for during the last year, how many samples we are required to take and how often, how many samples we took, when samples should have been taken, and the date on which follow-up samples were (or will be) taken.

CONTAMINANT	REQUIRED SAMPLING FREQUENCY	NUMBER OF SAMPLES TAKEN	WHEN ALL SAMPLES SHOULD HAVE BEEN TAKEN	WHEN SAMPLES WERE OR WILL BE TAKEN
TTHMs and HAA5s	Quarterly	8	First week of August 2024	November 1, 2024

- If you have health issues concerning the consumption of this water, you may wish to consult your doctor.

What happened? What is being done?

We routinely collect quarterly disinfection byproduct samples (TTHMs and HAA5) at different locations throughout our water distribution system. During the third quarter of 2024, our staff failed to collect the required TTHM and HAA5 samples due to staff oversight, resulting in the absence of monitoring results for TTHM and HAA5 for the third quarter of 2024. We have reminded staff of all the required monitoring protocols for disinfection byproducts. For more information, please contact us at (714) 690-3310.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this public notice in a public place or distributing copies by hand or mail.

Secondary Notification Requirements

Upon receipt of notification from a person operating a public water system, the following notification must be given within 10 days [Health and Safety Code Section 116450(g)]:

- SCHOOLS:** Must notify school employees, students, and parents (if the students are minors).
- RESIDENTIAL RENTAL PROPERTY OWNERS OR MANAGERS** (including nursing homes and care facilities): Must notify tenants.
- BUSINESS PROPERTY OWNERS, MANAGERS, OR OPERATORS:** Must notify employees of businesses located on the property.

This notice is being sent to you by City of La Palma. State Water System ID#: CA3010100

PFAS Advisory

Per- and polyfluoroalkyl substances (PFAS) are a group of human-made chemicals that have been used in various consumer products since the 1940s due to their resistance to heat, water, oils, and stains. These chemicals are prevalent in the environment and have been detected in water supplies nationwide. Studies suggest that exposure to certain PFAS may pose health risks.

The U.S. EPA and the DDW have established health-based advisories for PFAS. If PFAS levels exceed these guidelines, water agencies must notify their governing bodies and take necessary actions, such as removing affected sources from service or implementing treatment solutions.

To address PFAS contamination, water providers have conducted testing and taken proactive steps to ensure safe drinking water.

Regulatory actions: The U.S. EPA announced final National Primary Drinking Water Regulations for six PFAS in April 2024. Public water systems are required to monitor these substances, with full reporting and compliance expected by 2027.

For more details on PFAS regulations and water safety, visit:

* California State Water Resources Control Board - Division of Drinking Water: waterboards.ca.gov/pfas

* Orange County Water District: ocwd.com/what-we-do/water-quality/pfas

* U.S. EPA: epa.gov/pfas

Drinking Water Fluoridation

Fluoride has been added to U.S. drinking water supplies since 1945 to help prevent tooth decay. As of today, the majority of public water suppliers in the country, including the MWDSC, fluoridate their water. MWDSC began adding fluoride in December 2007, complying with all provisions of California's fluoridation system requirements. Fluoride levels in drinking water are regulated in California and limited to a maximum of 2 parts per million (ppm). Some local ground-water supplies naturally contain fluoride, but they are not supplemented with additional fluoride.

Additional Information

For more details on water fluoridation, please visit:

- **U.S. Centers for Disease Control and Prevention (CDC):** cdc.gov/fluoridation or (800) 232-4636
- **State Water Resources Control Board, Division of Drinking Water:** waterboards.ca.gov/drinking_water/certlic/drinkingwater/Fluoridation.html
- **American Dental Association:** ada.org
- **American Water Works Association:** awwa.org

For specific inquiries about MWDSC's fluoridation program, please contact Edgar G. Dymally at (213) 217-5709 or edymally@mwdh2o.com.

Cross Connections

In cooperation with the DDW, the City of La Palma's major goal is to ensure the distribution of a safe potable water supply to all domestic water users. To achieve this goal, a Cross-Connection Control Management Plan (CCCMP) is being developed with an effective date of July 1, 2025, pursuant to the requirements set forth in the Cross-Connection Control Policy Handbook (CCCPC), which replaced California Administrative Code title 17, sections 7583 through 7605 and applies to all California public water systems, as defined in California's Health and Safety Code (CHSC, section 116275(h)).

City of La Palma

Agenda Item No. 7



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Joseph Cisneros, Deputy City Manager
Jake Chavira, Public Works Manager

AGENDA TITLE: Award of Contract to JDL Design, LLC for SCADA Server Improvements

RECOMMENDED ACTION:

It is recommended that the City Council approve and authorize the Interim City Manager, or their designee, to execute an Agreement with JDL Design, LLC, for the City Yard Water Production and Distribution Supervisory Control and Data Acquisition (SCADA) system server upgrade including software engineering and commissioning services.

SUMMARY:

As part of the City's Capital Improvement Program (CIP), the City allocates funding annually to support the City's Supervisory Control and Data Acquisition (SCADA) equipment and program. SCADA is a centralized system used by the City of La Palma to support essential operations, particularly in water utility management and public works. It enables real-time monitoring of water levels, pump stations, flow rates, and water quality, while allowing staff to remotely control system components. SCADA also provides continuous data logging to support regulatory compliance, system optimization, and maintenance planning. Automated alerts improve emergency response, while operational efficiencies reduce labor demands and service interruptions.

The current SCADA server is outdated and has exceeded its expected service life, making replacement necessary. The upgrade will also require associated software engineering and commissioning services to ensure proper integration and functionality.

In 2025, staff contacted four qualified firms to discuss the City's SCADA system needs. Two firms submitted proposals, while the other two have not responded to the City's request. The firms are listed below.

1. Freedom Automation, Inc., Vista, California
2. JDL Design, Huntington Beach, California
3. Soffa Electric Inc, Folsom, California
4. Ardurra, Temecula, California

Generally, SCADA systems utilize standard equipment, hardware and software to operate a water system. The differentiation occurs in the “writing” of the computer code and logic trains that allow the system to operate and respond to conditional issues. The computer code and logic trains have specific design parameters for each well site: water pumping limits, reservoir levels, treatment requirements and booster pump operations. Each one of these parameters are specific to a well site or pump station. Therefore, the parameters relegate SCADA systems to a custom installation and operation specific to each site. Due to the custom installation and operational-specific needs of the City, there are few firms that can install, write the required code and logic trains, and ultimately complete a fully functional SCADA system.

Staff obtained two proposals to complete the SCADA improvements, as follows:

Proposals	Amount
Freedom Automation, Inc.	\$65,101
JDL Design	\$48,850

JDL has served as the City’s on-call SCADA service provider for the past 15 years. Due to the specialized nature of each SCADA system, other firms may have opted not to submit a proposal. Staff conducted a thorough review of the submitted proposals, evaluating both cost and schedule. The development and installation timeline proposed by JDL Design of Huntington Beach is deemed satisfactory.

In addition to its work in La Palma, JDL Design currently provides SCADA improvements, programming, and installations for the Cities of Anaheim and Beaumont, and has previously completed similar projects for Santa Ana, Los Angeles, and Long Beach. The firm also serves clients in the oil refining and energy sectors, including Tesoro, Valero, Phillips 66, and AES.

The table below outlines the total project cost, inclusive of a five percent contingency.

DESCRIPTION	AMOUNT
Cost	\$48,850
Contingency 5%	\$2,443
Total Estimated Project Construction Cost	\$51,293

Approval of this agenda item also authorizes a contingency amount of five percent (5%) of the total construction cost. These funds may be applied to necessary change orders resulting from unforeseen conditions, such as additional conduit runs needed to connect to the SCADA system that were not identified in the original scope of work, or other miscellaneous components required to complete the project.

FISCAL IMPACT:

Sufficient funding for the SCADA Server Improvements project in the amount of \$51,293 is available in the FY 2024-25 and FY 2025-26 Water System Improvement Projects Capital Improvement Plan budgets (Account No. 055-900-9022-00000).

ATTACHMENTS:

1. JDL Design Services Agreement

AGREEMENT FOR CONSULTANT SERVICES JDL DESIGN, LLC

THIS AGREEMENT FOR CONSULTANT SERVICES (hereinafter, the “Agreement”), is entered into as of **June 3, 2025**, by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the “City”), and **JDL Design, LLC**, a corporation (hereinafter, the “Consultant”). The Consultant and the City are hereafter together referred to as the “Parties” and each individually as a “Party.”

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by this reference (hereinafter, the “Consultant Services”).

B. By virtue of the Consultant’s expertise, experience, and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions, and promises contained herein, the City and the Consultant mutually agree as follows:

1. RETENTION AND DUTIES OF CONSULTANT

1.1 Retention of Consultant. The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit “A”.

1.2 Term. This Agreement shall commence on **June 3, 2025**, and shall be in full force and effect through **June 30, 2026**, unless sooner terminated pursuant to the provision of this Agreement.

1.3 Standard of Performance. The Parties mutually acknowledge that the City has retained the Consultant to perform the Consultant Services based upon the special skills, expertise, and experience of the Consultant. Accordingly, in performing the Consultant Services, the Consultant shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. To the extent that the Consultant retains sub-consultants or subcontractors to perform any portion of any of the Consultant Services, to the extent permitted hereunder, the Consultant has a duty to the City to ensure that the tasks and services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Consultant.

1.4 Licenses, Permits, Fees, and Approvals. The Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Consultant Services prior to commencing work. The Consultant and its employees, agents, and sub-consultants or subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Consultant Services. The Consultant 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 Consultant's performance of the Consultant Services, and shall indemnify, defend and hold harmless the City and City Personnel against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against the City hereunder.

1.5 Personnel. The Consultant shall at all times allocate sufficient qualified personnel as required to perform the Consultant Services. The Consultant represents that the Consultant Services will be performed by the Consultant or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State and local law to perform such tasks and services. The Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Consultant Services and as required by law.

1.6 Materials. The Consultant shall equip itself with all necessary goods, materials, equipment and personal property to perform the services specified in this Agreement. The Consultant shall at all times ensure that all goods, materials, equipment and personal property included within the Consultant Services shall be of good quality, fit for the purpose intended.

1.7 Warranty. By executing this Agreement, the Consultant warrants that the Consultant (i) has thoroughly investigated and considered the Consultant Services to be performed, (ii) has carefully considered how the Consultant Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Consultant Services.

1.8 Coordination With City. In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the City Manager of the City or his or her designee ("Contract Administrator"). Tasks or services other than those specifically described in the Scope of Work shall not be performed by the Consultant or any sub-consultant or subcontractor without the prior written approval of the Contract Administrator pursuant to Section 1.11 herein.

1.9 Subcontracting Prohibited. The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the Contract Administrator.

1.10 Project Manager. The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

DON LE – PRINCIPAL

Notwithstanding the foregoing, the Parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the Contract Administrator.

1.11 Additional Services. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work ("Additional Services"), the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant. It is expressly understood by the Consultant that the provisions of this Section 1.11 shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated therein. The Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Consultant anticipates and that the Consultant shall not be entitled to additional compensation therefor. Unless contradictory of this Section 1.11, all provisions in this Agreement applicable to the Consultant's performance of the Consultant Services shall also apply to the Additional Services.

2. COMPENSATION TO CONSULTANT

2.1 Payment by the City. The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

2.2 Invoices. The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 Record of Payment. The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

3. LEGAL RESPONSIBILITIES

3.1 Compliance with Law. The Consultant shall keep fully informed of all Federal and State laws and regional, county, and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 Independent Contractor. The Consultant is retained as an independent contractor only, for the sole purpose of rendering the Consultant Services, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 Non-Discrimination. The Consultant shall not discriminate against any employee or applicant for employment because of any impermissible classification pursuant to Federal or State law, including, but not limited to, race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. The Consultant shall incorporate the foregoing provisions in all subcontracts.

3.4 Proprietary Information. All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, shall be the sole and exclusive property of the City, without restriction or limitation upon their use. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City. The Consultant hereby agrees to deliver such proprietary information to the City upon the expiration or termination of this Agreement. It is understood and agreed that the proprietary information prepared pursuant to this Agreement is prepared specifically for the City and is not necessarily suitable for any future or other use. The Parties agree that, until final approval by the City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

3.5 Patented and Copyright Materials. The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. Pursuant to Section 3.7 herein, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and its elected and

appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (“City Personnel”) harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.6 Prevailing Wages. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Consultant Services do not include construction, alteration, demolition, installation, or repair work or other otherwise exempt under California’s prevailing wage laws (Lab. Code, § 1720 *et seq.*). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Consultant Services, including, without limitation, any and all public works (as defined by applicable law), the Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Section 3.7 herein, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and City Personnel harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys’ fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by the Consultant or any party performing the Consultant Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by the Consultant or any party performing the Consultant Services on the Consultant’s behalf to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law.

3.7 Indemnification.

3.7.1 Indemnification of the City. Except as set forth in subdivision 3.7.2, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold harmless the City and City Personnel from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses penalties, obligations, expenses, or liabilities (“Claims”) that may be asserted or claimed by any person or entity arising out of the Consultant’s performance of any tasks or services for or on behalf of the City, whether or not there is concurrent active or passive negligence on the part of the City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of the City or any City Personnel. The Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney’s fees incurred in connection therewith. The Consultant shall promptly pay any judgment rendered against the City or any City Personnel for any such claims or liabilities. In the event the City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the work being performed or services being provided under this Agreement, the Consultant shall pay to the City any and all costs and expenses incurred by the City or City Personnel in such action or proceeding, together with reasonable attorney’s fees and expert witness fees.

3.7.2 Design Professionals. The provisions of this subdivision 3.7.2 apply only in the event that the Consultant is a “design professional” within the meaning of the California Civil Code Section 2782.8(c). If the Consultant is a “design professional” within the meaning of Section 2782.8(c), then notwithstanding subdivision 3.7.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), the Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless the City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of the Consultant’s performance of any task or service for or on behalf of the City under this Agreement. Such obligations to defend, hold harmless, and indemnify the City or any City Personnel, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City or such City Personnel. The Consultant’s cost to defend the City and/or City Personnel against any such Claim shall not exceed the Consultant’s proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with the City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent the Consultant has a duty to indemnify the City or any City Personnel under this subdivision (b), the Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from the Consultant’s negligence, recklessness, or willful misconduct.

3.8 Retention of Funds. The Consultant hereby authorizes the City to deduct from any amount payable to the Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of the Consultant's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Consultant's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Consultant, without liability for interest, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or withhold shall not act as a waiver of the Consultant's obligation to pay the City any sums the Consultant owes the City.

3.9 Insurance. The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any sub-consultant or subcontractor to commence services until all such insurance has been obtained by the sub-consultant or subcontractor. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. All insurance policies shall be issued by an insurance company currently authorized by the California Department of Insurance to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the

City's Risk Manager. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover the Consultant's employees as required by law; and the Consultant shall require all subcontractors to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements:

(a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees, and representatives."

(b) "This insurance policy shall not be canceled, limited or nonrenewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death, and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors, and assigns while performing work or services under this Agreement, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Each such policy of insurance shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death, and property damage. Each such policy of insurance shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) “This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy.”

3.9.4 Professional Liability Insurance to protect the City from the Consultant’s negligent acts, errors, and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and the Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

3.9.5 Renewal of Insurance. At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.9.6 Prohibited Insurance Provisions. Insurance policies required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, shall not include any limiting provision or endorsement that has not been submitted to the City for approval. By way of example, additional insured endorsements shall not be limited to “ongoing operations,” exclude contractual liability, restrict coverage to the “sole” liability of the Consultant, or contain any other limitation contrary to this Agreement.

3.9.7 Variations to Insurance Requirements. The City may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City’s interests are otherwise fully protected.

3.10 Conflicts of Interest.

3.10.1 City Personnel. No City Personnel shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. The Consultant shall not employ any such person while this Agreement is in effect.

3.10.2 Consultant. The Consultant represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of the Consultant’s obligations and responsibilities under this Agreement. The Consultant further agrees that while this Agreement is in effect, the Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the

performance of the Consultant's obligations and responsibilities under this Agreement. The Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Consultant to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by the City. In such event, the Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by the City.

3.11 No Undue Influence. The Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee, or agent of the Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.12 No Benefit to Arise to City Employees. No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Consultant Services to be performed under this Agreement.

4. RIGHTS AND REMEDIES

4.1 Termination By the City. The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement with or without any breach or failure to perform of the Consultant. Upon receipt of any notice of termination from the City, the Consultant shall immediately cease all services hereunder except such as may be specifically approved in writing by the Contract Administrator. In the event of termination under this Section 4.1, all finished or unfinished data, studies, maps, reports, and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination under this Section 4.1, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

4.2 Performance to the City's Satisfaction. The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (i) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (ii) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (iii) withholding payment of the City's compensation to the Consultant for any unsatisfactory work performed; (iv) suspending delivery of work to the Consultant for an indefinite time; and/or (v) terminating this Agreement.

4.3 Default, Remedies.

4.3.1 Default of Insurance Requirements. In addition to any other remedies at law or equity the City may have if the Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by Section 3.9 herein, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for the Consultant's breach:

- (a) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- (b) Order the Consultant to stop work under this Agreement or withhold any payment that becomes due to the Consultant hereunder, or both, until the Consultant demonstrates compliance with the insurance requirements herein; and/or
- (c) Immediately terminate this Agreement.

4.3.2 Other Defaults. In addition to any other remedies at law or equity the City may have, if the Consultant materially breaches any of the terms of this Agreement, the City's remedies shall include, but not be limited to, any or all of the following:

- (a) Immediately terminate this Agreement; and/or
- (b) Take over the work and prosecute the same to completion by contract with another consultant or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by the City in retaining a replacement consultant and similar expenses, exceeds the Budget contained in Exhibit "B".

4.4 Force Majeure. Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay

("Force Majeure Event"). If the Consultant is the delaying Party, the City 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 such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

5. MISCELLANEOUS

5.1 Notices. All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to the City:

CITY OF LA PALMA
7822 Walker Street
La Palma, CA 90623
Attn: Jake Chavira, Public Works Manager

If to the Consultant:

JDL Design, LLC
20075 Sand Dune Lane
Huntington Beach, California 90623

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

5.2 Integration. This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered, or amended except in writing signed by both the City and the Consultant. The Contract Administrator is hereby authorized to approve and effectuate amendments to this Agreement to the extent permitted by applicable law.

5.3 Construction, Venue. This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate

court with jurisdiction in such County, and the Consultant agrees to submit to the personal jurisdiction of such court.

5.4 Rights and Remedies are Cumulative. Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

5.5 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, the invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5.6 Assignment. The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

5.7 Consultant not a City Agent. Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

5.8 Attorney's Fees. In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

5.9 Successors and Assigns. Subject to the provisions of Paragraphs 1.9 and 5.6 hereinabove, this Agreement, and all of the covenants, terms, and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

5.10 Authority of Signatories. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

5.11 No Waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power

or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

5.12 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.13 Non-Liability of City Personnel. No City Personnel shall be personally liable to the Consultant, 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 Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

5.14 Execution. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

5.15 Survival. The terms, provisions, representations and certification contained in this Agreement, or inferable therefrom, shall survive the termination of this Agreement and the payment of the compensation hereinabove provided.

5.16 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

5.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF LA PALMA

By: _____
Mike Egan
Interim City Manager

ATTEST:

Kimberly Kenney, CMC
City Clerk

JDL DESIGN, LLC

DocuSigned by:
By: Don Le, Principal
D07AE821D7144B9...
Principal
[Title]

By: _____

[Title]

APPROVED AS TO FORM:
COLANTUONO, HIGHSMITH & WHATLEY, PC

By: _____
City Attorney, City of La Palma

EXHIBIT “A” & “B”

Budget, Fee Schedule, & Scope of Work

JDL DESIGN

Engineering - Integration - Automation

March 3, 2025

Mr. Jake Chavira
Public Works Manager
City of La Palma, Public Utilities Department
La Palma, CA

Subject: SCADA SYSTEM UPGRADE – LA PALMA WATER OPERATION.

Mr. Chavira,

JDL Design is pleased to submit our proposal in response to your recent RFP. Our primary focus regarding this RFP involves the software engineering and commissioning services for the SCADA upgrade project, City of La Palma Water Operation.

Qty	Description
1	Dell PowerEdge R360 Server: - Intel Xeon E2434, 3.4GHz/12MB Cache, 4C/8T Turbo. 32GB UDIMM, DDR4 /2666MHz RAM. - PERC H775 RAID-10 SATA Controller. (4) 1TB SSD SATA 2.5” 6Gbps 512 Hot-Plug with RAID-10 Config. 1GB NIC. - Dual, Hot Plug, Redundant Power Supply 600W 2TB External USB SSD for Online Backup - Dell 3-Year Pro Support
1	Operating System – MS Windows 2022 Server Standard Edition, 5 CALs
1	MS SQL Server 2022 Standard Edition, 5 CALs
1	JDL SCADA Application Software Suite
1	Aveva Edge V20 Web SCADA RT Software with 3 Clients - Phase out obsolete or incompatible objects and program new system objects to function correctly. - Convert, test, and finalize SCADA Software Application in offline mode, - Commission new system with near-zero downtime cutover, ensuring a seamless transition.
1	Configure, test, and commission alarm notification mechanism to be compatible with existing Alarm Dialer.
1	Field Deployment. Interface with La Palma IT Group for Network Setup

PRICE: \$48,850 (Tax Included)

JDL Design – 16371 Gothard St., Unit E, Huntington Beach CA 92647
Tel (714) 960 9010 – Fax (714) 960 9007 – Email: Contact@jdlldesign.com
CA Electrical Lic. C10-903837 – UL-508A File E332829

Thank you for the opportunity to present our solution for this project. If you have any questions or require further information, please don't hesitate to contact us at (714) 612-4762.

Regards,

A handwritten signature in black ink, appearing to read 'Don Le', with a stylized flourish extending from the end.

Don Le
Principal

City of La Palma

Agenda Item No. 8



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development & Public Works Director

AGENDA TITLE: Annual Measure M2 Eligibility Submittal Package for Fiscal Year 2025-26

RECOMMENDED ACTION:

It is recommended that the City Council take the following actions:

1. Adopt the Measure M (M2) Seven-Year Capital Improvement Program (Fiscal Year 2025-26 through Fiscal Year 2031-32);
2. Adopt a Resolution for Circulation Element Consistency with the Master Plan of Arterial Highways (MPAH), and Mitigation Fee Program for the Measure M (M2) Program (Attachment 1); and
3. Authorize the Community Development & Public Works Director to submit the City's Measure M2 Eligibility Package to the Orange County Transportation Authority (OCTA).

SUMMARY:

Since the inception of Measure M in 1991, the City has submitted annual documentation to OCTA in order to maintain eligibility for competitive and local fair share funding. In November 2006, the voters of Orange County approved Renewed Measure M (M2), a 30-year extension of the original 20-year Measure M program which established a one-half (1/2) cent sales tax for local and regional transportation improvements throughout Orange County.

The Fiscal Year 2025-26 Proposed Budget includes estimated Measure M2 Local Fair Share revenues of \$336,047 (Attachment 2), which reflects OCTA's estimate as La Palma's share of the Renewed Measure M (M2) one-half (1/2) cent sales tax in Fiscal Year 2025-26. The conditions for the receipt of these funds require that the City submit an annual Measure M2 Eligibility Packet (Attachment 3) to the OCTA for their approval, which will include the following:

- Measure M (M2) Eligibility Checklist
- City Resolution – Circulation Element/MPAH Consistency, and Mitigation Fee Program for the Measure M (M2) Program
- A copy of the City's Capital Improvement Program Budget sections

- A copy of the City's M2 package submittal agenda and staff report
- Measure M2 seven-year Capital Improvement Program (CIP), Orange County Transportation Authority (OCTA) format, for Fiscal Year 2025-26 through Fiscal Year 2032-33.
- Arterial Highway Mileage Change Report
- Congestion Management Program (CMP) Checklist
- Maintenance of Effort (MOE) documentation for Fiscal Year 2025-26 with a statement certifying that the City of La Palma has budgeted and will meet its MOE benchmark requirement based on dollar value for Fiscal Year 2025-26.
- Mitigation Fee Program
- Land use planning strategies with a letter and documentation to accommodate transit and non-motorized transportation.

These items demonstrate to OCTA that La Palma has been and will continue to fulfill its responsibility to implement the requirements of Measure M2. Moreover, this eligibility package will help ensure that La Palma continues to receive the funding necessary to complete needed transportation improvement projects. A copy of the Measure M2 submittal packet has been prepared in accordance with the requirements above and is attached to this report.

FISCAL IMPACT:

The submittal of the Fiscal Year 2025-26 Measure M2 Eligibility Packet to the Orange County Transportation Authority ensures the City of La Palma will receive approximately \$336,047 of Local Fair Share Program of Measure M2 one-half (1/2) cent sales tax revenue.

NOTIFICATION:

Orange County Transportation Authority

ATTACHMENTS:

1. Resolution for Circulation Element/MPAH and Mitigation Fee Program
2. Local Fair Share Forecast
3. M2 Eligibility Package

RESOLUTION NO. 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PALMA CONCERNING THE STATUS AND
UPDATE OF THE CIRCULATION ELEMENT, AND
MITIGATION FEE PROGRAM FOR THE MEASURE M
(M2) PROGRAM**

WHEREAS, the City of La Palma desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH); and

WHEREAS, the City of La Palma has endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH; and

WHEREAS, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction; and

WHEREAS, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2023-24 and FY 2024-25; and

WHEREAS, the City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs; and

WHEREAS, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development; and

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of La Palma, does hereby inform OCTA that:

- a) The arterial highway portion of the Circulation Element of the City is in conformance with the MPAH.
- b) The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2023-24 and FY 2024-25.
- c) The City affirms that it will bring forward requests to amend the MPAH, when necessary, in order to ensure that the MPAH and the General Plan Circulation Element remain consistent.
- d) The City reaffirms that the existing Mitigation Fee Program is in effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 3rd day of June, 2025.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 3rd day of June 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

Measure M2 Local Fair Share Program
FY 2025-26 through FY 2031-32

City	FY 2025-26 City Apportionment	FY 2026-27 City Apportionment	FY 2027-28 City Apportionment	FY 2028-29 City Apportionment	FY 2029-30 City Apportionment	FY 2030-31 City Apportionment	FY 2031-32 City Apportionment
Aliso Viejo	964,260	989,160	1,004,472	1,020,062	1,047,046	1,089,653	1,132,781
Anaheim	8,244,629	8,457,523	8,588,448	8,721,740	8,952,462	9,316,762	9,685,515
Brea	1,410,976	1,447,411	1,469,817	1,492,628	1,532,114	1,594,460	1,657,568
Buena Park	2,172,804	2,228,910	2,263,414	2,298,542	2,359,347	2,455,355	2,552,537
Costa Mesa	3,582,694	3,675,207	3,732,100	3,790,022	3,890,282	4,048,588	4,208,829
Cypress	1,229,997	1,261,758	1,281,290	1,301,176	1,335,597	1,389,946	1,444,959
Dana Point	833,529	855,052	868,289	881,764	905,090	941,921	979,202
Fountain Valley	1,519,209	1,558,438	1,582,563	1,607,124	1,649,638	1,716,767	1,784,716
Fullerton	3,240,041	3,323,706	3,375,158	3,427,540	3,518,211	3,661,376	3,806,292
Garden Grove	3,627,667	3,721,341	3,778,949	3,837,598	3,939,116	4,099,409	4,261,662
Huntington Beach	4,703,572	4,825,028	4,899,721	4,975,764	5,107,391	5,315,225	5,525,599
Irvine	7,434,358	7,626,329	7,744,387	7,864,579	8,072,626	8,401,123	8,733,636
Laguna Beach	615,828	631,730	641,510	651,466	668,699	695,911	723,455
Laguna Hills	806,374	827,196	840,002	853,038	875,604	911,235	947,301
Laguna Niguel	1,609,220	1,650,774	1,676,328	1,702,345	1,747,378	1,818,484	1,890,458
Laguna Woods	322,639	330,970	336,093	341,310	350,338	364,595	379,025
La Habra	1,300,274	1,333,850	1,354,499	1,375,520	1,411,908	1,469,362	1,527,519
Lake Forest	2,003,585	2,055,322	2,087,139	2,119,532	2,175,601	2,264,132	2,353,745
La Palma	336,047	344,724	350,061	355,494	364,898	379,746	394,777
Los Alamitos	316,217	324,383	329,404	334,517	343,366	357,338	371,482
Mission Viejo	2,161,897	2,217,722	2,252,053	2,287,004	2,347,504	2,443,030	2,539,724
Newport Beach	2,633,331	2,701,329	2,743,146	2,785,720	2,859,412	2,975,770	3,093,549
Orange	4,103,303	4,209,259	4,274,420	4,340,759	4,455,588	4,636,897	4,820,424
Placentia	1,168,171	1,198,336	1,216,886	1,235,772	1,268,463	1,320,080	1,372,329
Rancho Santa Margarita	1,009,869	1,035,946	1,051,983	1,068,309	1,096,570	1,141,192	1,186,360
San Clemente	1,388,767	1,424,627	1,446,681	1,469,134	1,507,997	1,569,362	1,631,477
San Juan Capistrano	931,683	955,742	970,537	985,599	1,011,672	1,052,840	1,094,511
Santa Ana	6,338,621	6,502,298	6,602,955	6,705,433	6,882,816	7,162,896	7,446,401
Seal Beach	573,490	588,299	597,406	606,678	622,726	648,067	673,717
Stanton	727,029	745,802	757,348	769,102	789,447	821,572	854,089
Tustin	2,251,046	2,309,173	2,344,919	2,381,312	2,444,307	2,543,772	2,644,453
Villa Park	127,885	131,187	133,218	135,285	138,864	144,515	150,235
Westminster	1,996,258	2,047,805	2,079,506	2,111,780	2,167,644	2,255,851	2,345,137
Yorba Linda	1,478,644	1,516,826	1,540,307	1,564,213	1,605,592	1,670,928	1,737,062
County Unincorporated	5,813,127	5,963,235	6,055,547	6,149,529	6,312,206	6,569,067	6,829,068
Total County	78,977,042	81,016,399	82,270,555	83,547,389	85,757,521	89,247,225	92,779,594

CITY OF LA PALMA

MEASURE M2 ELIGIBILITY PACKAGE

FISCAL YEAR 2025 / 2026



List of Attachments

1. Measure M (M2) Eligibility Checklist (Appendix D)
2. Congestion Management Program (CMP) Checklist (Appendix C)
3. Resolutions
4. Arterial Highway Plan of City's Circulation Element
5. Arterial Highway Mileage Change Report
6. City's Capital Improvement Program Sections from City's Budget
7. Seven Year Capital Improvement Program (OC Fundtracker CIP Report)
8. Maintenance of Effort Reporting Form and Supporting Documentation
9. Mitigation Fee Program
10. Transit – Non-Motorized Planning Strategies Letter

Attachment 1: Measure M (M2) Eligibility Checklist

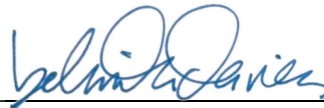
(Appendix D)

Jurisdiction:	City of La Palma
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Capital Improvement Program (CIP)		YES	NO
1.	Did you submit your draft or adopted M2 seven-year CIP to OCTA by June 30?	☒	☐
	a. Did you utilize the required OCTA OCFundtracker CIP database?	☒	☐
	b. Have you included projects required to demonstrate compliance with signal synchronization, pavement maintenance, the Congestion Management Program, and environmental clean-up commitments?	☒	☐
	c. Are there any non-transportation related projects included in your M2 CIP? (Note: Projects funded through ECP are considered transportation-related)	☐	☒
	d. Did you include all projects that are partially, fully, or potentially funded by M2 Net Revenues?	☒	☐
	e. The City Council/Board of Supervisors approval date* to adopt the final 7-Year CIP is: <u>6/3/2025</u> *Must be prior to July 31		
Maintenance of Effort (MOE)		YES	NO
2.	Did you submit the MOE certification form (Appendix I) to OCTA by June 30?	☒	☐
	a. Did you provide supporting budget documentation?	☒	☐
	b. Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	☒	☐
Pavement Management Plan (PMP)		YES	NO
3.	Are you required to submit a PMP update to OCTA for this eligibility cycle? Refer to Exhibit 3 for PMP submittal schedule.	☐	☒
	a. If yes, did you use the current PMP Submittal Template (Appendix F)?	☐	☐
	b. If yes, is the adopted PMP consistent with the OCTA Countywide Pavement Management Plan?	☐	☐
4.	If you answered "no" to question 3, did you submit a PMP update to OCTA through the previous eligibility cycle by the required deadline?	☐	☐
Resolution of MPAH Consistency		YES	NO
5.	Did you submit a resolution indicating conformance with the MPAH?	☒	☐
	a. Have you enclosed an exhibit showing roadway designations that represent your most current circulation element?	☒	☐
Local Signal Synchronization Plan (LSSP)		YES	NO
6.	Did you adopt and submit an update to the LSSP as part of the current cycle?	N/A	N/A
	a. Is your LSSP consistent with the Regional Traffic Signal Synchronization Master Plan?	N/A	N/A

Time Limits for Use of Net Revenues		YES	NO
7.	Has your jurisdiction complied with the three-year time limit for the use of Net Revenues over the last year per the requirements outlined in the Ordinance?	☐	☒
	a. If no, has a time extension been requested through the CTFP semi-annual review process for funds subject to expiration?	☒	☐
Supplanting of Developer Commitments		YES	NO
8.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with M2 funds?	☒	☐
Mitigation Fee Program (MFP)		YES	NO
9.	Does your jurisdiction currently have a defined development impact MFP in place?	☒	☐
10.	Has an update to the MFP occurred since the last reporting period?	☐	☒
11.	If yes to 10, has your jurisdiction submitted one or more of the supporting documents outlined in chapter 2.7 of the Eligibility Guidelines?	☐	☐
Planning Strategies		YES	NO
12.	Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	☒	☐
13.	Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the General Plan?	☒	☐
Traffic Forums		YES	NO
14.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	☒	☐
	a. If you answered yes, provide date(s) of attendance: _____		
Congestion Management Program (CMP)		YES	NO
15.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	☒	☐

Belinda Deines



5/27/2025

Name (Print)

Signature

Date

Attachment 2: Congestion Management Program (CMP) Checklist (Appendix C)

Jurisdiction: City of La Palma

CMP Monitoring Checklist: Level of Service (LOS)				
CMP Checklist		YES	NO	N/A
1.	Check "Yes" if either of the following apply: - There are no CMP intersections in your jurisdiction. - Factoring out statutorily-exempt activities¹, all CMP intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better.	☒	☐	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.				
2.	If any, please list those intersections that are not operating at the CMP LOS standards. _____ _____ _____		☐	
3.	Will deficient intersections, if any, be improved by mitigation measures to be implemented in the next 18 months or improvements programmed in the first year of any recent funding program (i.e. local jurisdiction CIP, Measure M CIP)?	☐	☐	☐
	a. If not, has a deficiency plan been developed for each intersection that will be operating below the CMP LOS standards?	☐	☐	☐
Additional Comments:				

¹ The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.

CMP Monitoring Checklist: Deficiency Plans				
CMP Checklist		YES	NO	N/A
1.	Check "Yes" if either of the following apply: - There are no CMP intersections in your jurisdiction. - Factoring out statutorily-exempt activities², all CMP Highway System (CMPHS) intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better.	☒	☐	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.				
2	If any, please list those intersections that are not operating at the CMP LOS standards. _____ _____ _____			☐
3.	Are there improvements to bring these intersections to the CMP LOS standard scheduled for completion during the next 18 months or programmed in the first year of the CIP?	☐	☐	☐
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 3 NEED TO ANSWER THE REMAINING QUESTIONS.				
4.	Has a deficiency plan or a schedule for preparing a deficiency plan been submitted to OCTA?	☐	☐	☐
5.	Does the deficiency plan fulfill the following statutory requirements:			
	a. Include an analysis of the causes of the deficiency?	☐	☐	☐
	b. Include a list of improvements necessary to maintain minimum LOS standards on the CMPHS and the estimated costs of the improvements?	☐	☐	☐
	c. Include a list of improvements, programs, or actions and estimates of their costs, which will improve LOS on the CMPHS and improve air quality?	☐	☐	☐
	i. Do the improvements, programs, or actions meet the criteria established by South Coast Air Quality Management District (SCAQMD) (see the CMP Preparation Manual)?	☐	☐	☐

² The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.

CMP Monitoring Checklist: Deficiency Plans (cont.)				
CMP Checklist		YES	NO	N/A
6.	Are the capital improvements identified in the deficiency plan programmed in your seven-year CIP?	☐	☐	☐
7.	Does the deficiency plan include a monitoring program that will ensure its implementation?	☐	☐	☐
8.	Does the deficiency plan include a process to allow some level of development to proceed pending correction of the deficiency?	☐	☐	☐
9.	Has necessary inter-jurisdictional coordination occurred?	☐	☐	☐
10.	Please describe any innovative programs, if any, included in the deficiency plan:	☐		
Additional Comments:				

CMP Monitoring Checklist: Land Use Coordination				
CMP Checklist		YES	NO	N/A
1.	Have you maintained the CMP traffic impact analysis (TIA) process you selected for the previous CMP?	☒	☐	
	a. If not, have you submitted the revised TIA approach and methodology to OCTA for review and approval?	☐	☐	☐
2.	Did any development projects require a CMP TIA during this CMP cycle? ³	☐	☒	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "YES" FOR QUESTION 2 NEED TO ANSWER THE REMAINING QUESTIONS.				
3.	If so, how many?	_____		
4.	Please list any CMPHS links & intersections that were projected to not meet the CMP LOS standards (indicate whether any are outside of your jurisdiction). • _____ • _____ • _____			☐
	a. Were mitigation measures and costs identified for each and included in your seven-year CIP?	☐	☐	☐
	b. If any impacted links & intersections were outside your jurisdiction, did your jurisdiction coordinate with other jurisdictions to develop a mitigation strategy?	☐	☐	☐
5.	If a local traffic model was/will be used, did you follow the data and modeling consistency requirements as described in the CMP Preparation Manual (available online at http://www.octa.net/pdf/cmpprepmanual.pdf)?	☐	☐	☐
Additional Comments:				

³ Exemptions include: any development generating less than 2,400 daily trips, any development generating less than 1,600 daily trips (if it directly accesses a CMP highway), final tract and parcel maps, issuance of building permits, issuance of certificate of use and occupancy, and minor modifications to approved developments where the location and intensity of project uses have been approved through previous and separate local government actions prior to January 1, 1992.

CMP Monitoring Checklist: Capital Improvement Program (CIP)				
CMP Checklist		YES	NO	N/A
1.	Did you submit a seven-year CIP to OCTA by June 30?	☒	☐	☐
2.	Does the CIP include projects to maintain or improve the performance of the CMPHS (including capacity expansion, safety, maintenance, and rehabilitation)?	☒	☐	☐
3.	Is it consistent with air quality mitigation measures for transportation-related vehicle emissions?	☒	☐	☐
4.	Was the OCFundtracker CIP provided by OCTA used to prepare the CIP?	☒	☐	☐
Additional Comments:				

OPTIONAL - CMP Monitoring Checklist: Federal Congestion Management								
CMP Checklist		YES	NO	N/A				
1.	Does any federally funded project in the CIP result in a significant increase in single occupant vehicle (SOV) capacity?	☐	☒	☐				
NOTE: ONLY THOSE AGENCIES THAT CHECKED "YES" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTION.								
2.	If so, was the project developed as part of the federal Congestion Management Process, in other words, was there an appropriate analysis of reasonable travel demand reduction and operational strategies?	☐	☐	☐				
Additional Comments:								
I certify that the information contained in this checklist is true. <table border="0" style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: bottom;"> <u>Belinda Deines</u> Name (Print) </td> <td style="width: 30%; vertical-align: bottom;"> <u>Community Development & Public Works Director</u> Title </td> <td style="width: 30%; vertical-align: bottom;">  Signature </td> <td style="width: 10%; vertical-align: bottom;"> <u>5/27/2025</u> Date </td> </tr> </table>					<u>Belinda Deines</u> Name (Print)	<u>Community Development & Public Works Director</u> Title	 Signature	<u>5/27/2025</u> Date
<u>Belinda Deines</u> Name (Print)	<u>Community Development & Public Works Director</u> Title	 Signature	<u>5/27/2025</u> Date					

Attachment 3: Resolution

RESOLUTION NO. 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PALMA CONCERNING THE STATUS AND
UPDATE OF THE CIRCULATION ELEMENT, AND
MITIGATION FEE PROGRAM FOR THE MEASURE M
(M2) PROGRAM**

WHEREAS, the City of La Palma desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH); and

WHEREAS, the City of La Palma has endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH; and

WHEREAS, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction; and

WHEREAS, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2023-24 and FY 2024-25; and

WHEREAS, the City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs; and

WHEREAS, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development; and

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of La Palma, does hereby inform OCTA that:

- a) The arterial highway portion of the Circulation Element of the City is in conformance with the MPAH.
- b) The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2023-24 and FY 2024-25.
- c) The City affirms that it will bring forward requests to amend the MPAH, when necessary, in order to ensure that the MPAH and the General Plan Circulation Element remain consistent.
- d) The City reaffirms that the existing Mitigation Fee Program is in effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 3rd day of June, 2025.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 3rd day of June 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

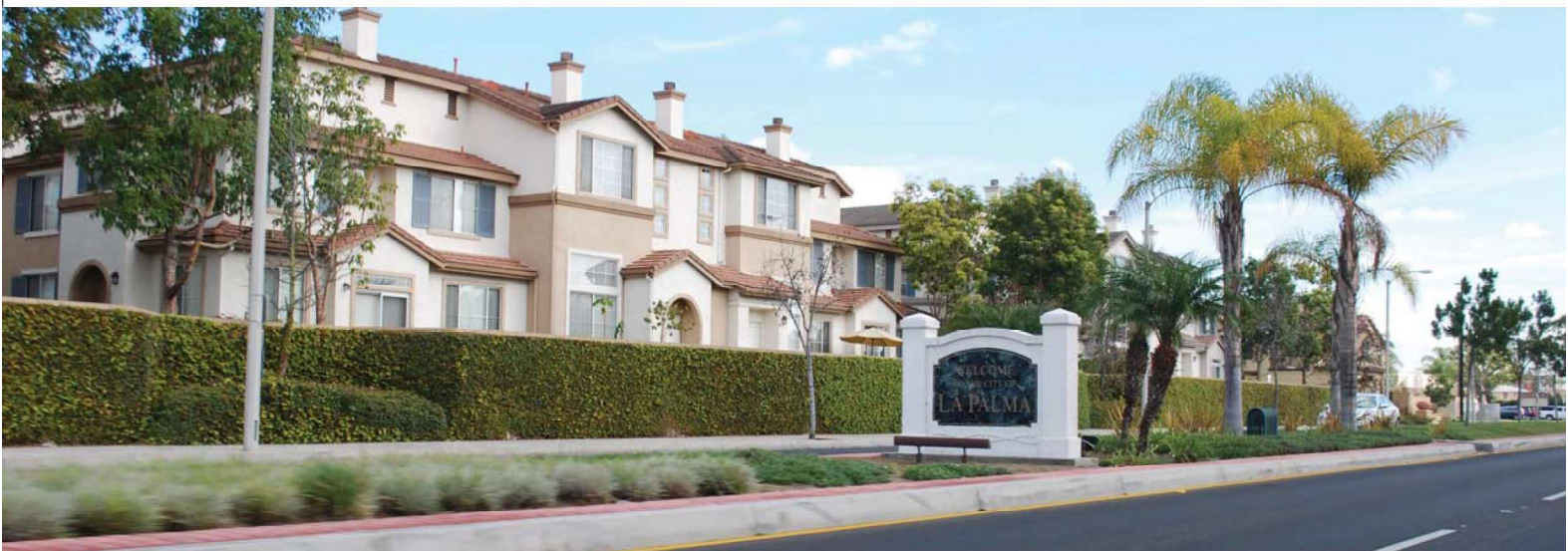
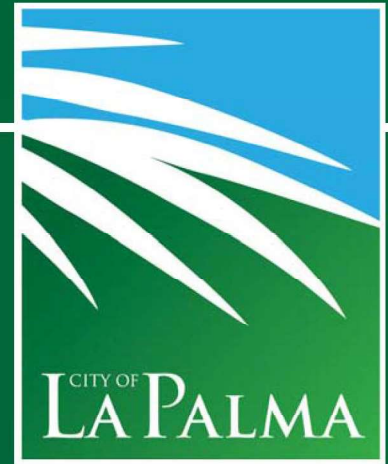
Kimberly Kenney, CMC
City Clerk

Attachment 4: Arterial Highway Plan of City's Circulation Element

La Palma General Plan

General Plan

Adopted June 17, 2014



Our critical conveyance systems—streets, sidewalks, trails, bike lanes, storm drains, water lines, and sewer lines—make up the network that supports the flow of our daily activities. This Element addresses both the transportation system that allows people to move in and through La Palma and the utilities infrastructure systems that provide necessary urban services to residences and businesses.

The local transportation network consists of a system of complete streets that provides for a balanced integration of all transportation modes. In La Palma, we aim to facilitate efficient and smooth-flowing traffic, at safe speeds, and minimal traffic impacts within residential neighborhoods. Alternative modes—transit, bicycling, and walking—should be available and convenient for all.

The circulation pattern consists of an efficient grid system of major, primary, and secondary arterial roadways connecting La Palma to adjacent communities. Walker Street is the main arterial that links the residential neighborhoods with Central Park, as well as to civic, commercial, and industrial uses. Most homes in La Palma are located on minor collector streets and cul-de-sacs that meander through the neighborhoods and create quiet, safe environments.



Houston Avenue is a Secondary Arterial that provides east and west connectivity between Moody and Walker Streets. Due to its wide width and limited use, it is an excellent candidate for a “road diet.”

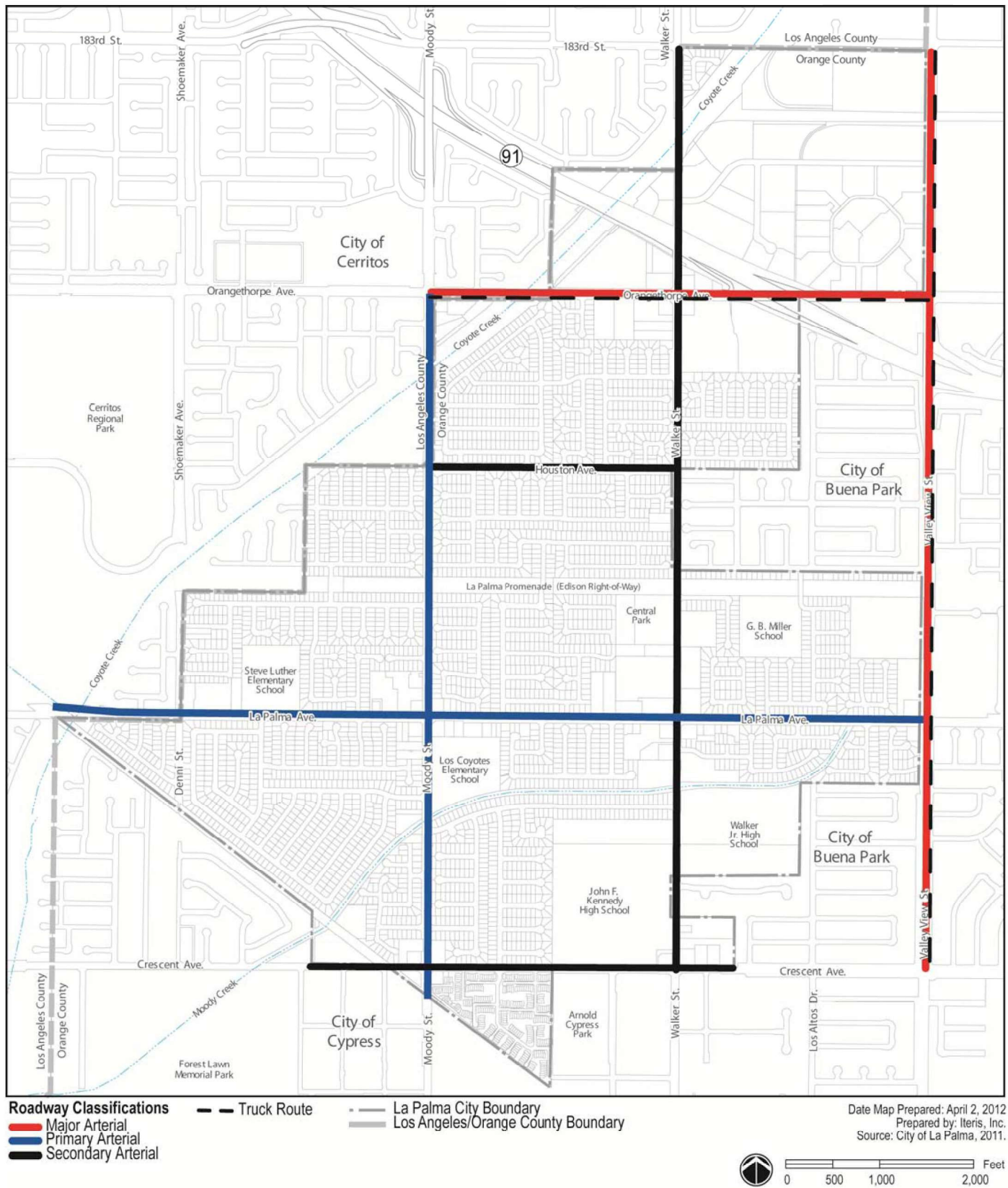


Figure 2-5
Roadway Plan

Attachment 5: Arterial Highway Mileage Change

Report



APPENDIX H

Arterial Highway Mileage Change Report

Jurisdiction:	CITY OF LA PALMA
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✓ Check here if there are no changes to report

Street Name	Date Added	Date Deleted	Mileage added/deleted	From	To	# of Existing Lanes	Classification

Attachment 6: City's Capital Improvement Program

Sections from City's Budget

Type	Request Title	Account ID	FY2026	FY2027	FY2028	FY2029	FY2030
Arterial Street Rehabilitation	HOUSTON AVE.	012-900-8131-00000; 010-900-8131-00000					\$225,000.00
	CRESCENT AVE.	011-900-8131-00000					\$100,000.00
	HIGHWAY BRIDGE PREVENTATIVE MAINTENANCE	035-900-8868-00000	\$50,000.00			\$50,000.00	
	DEL AMO BRIDGE	012-900-8990-00000; 010-900-8990-00000	\$734,000.00				
	LA PALMA AVE.	035-900-8131-00000; 012-900-8131-00000; 011-900-8131-00000	\$400,000.00				
	WALKER STREET REHAB.	012-900-8131-00000; 010-900-8131-00000			\$400,000.00		
	MOODY STREET (Moody Bridge to Orangethorpe Ave.)	010-900-8131-00000			\$100,000.00		
	MOODY STREET (S.C.L. to La Palma Avenue)	010-900-8131-00000			\$150,000.00		
	ARTERIAL BLOCK WALL PAINTING	035-900-9120-00000		\$100,000.00			
	THERMAL STRIPING	010-900-8131-00000	\$200,000.00				
	ARTERIAL PAVEMENT MANAGEMENT PLAN	035-900-8131-00000		\$25,000.00		\$25,000.00	
	VALLEY VIEW ST. - S. City Limits to Thelma Ave.	012-900-8131-00000	\$200,000.00				
	ORANGETHORPE AVENUE	010-900-8131-00000		\$350,000.00		\$250,000.00	
Total Arterial Street Rehabilitation			\$1,584,000.00	\$475,000.00	\$650,000.00	\$325,000.00	\$325,000.00
Facility Improvements - City Hall	CITY HALL FILE SCANNING	035-900-8994-00000	\$25,000.00	\$25,000.00	\$25,000.00		
	SECURITY CAMERAS & ACCESS CONTROL (COR)	035-900-8780-00000			\$225,000.00		
	ADA IMPROVEMENTS	035-900-8865-00000	\$78,800.00	\$82,700.00	\$86,900.00	\$91,300.00	\$95,900.00
Total Facility Improvements - City Hall			\$103,800.00	\$107,700.00	\$336,900.00	\$91,300.00	\$95,900.00
Facility Improvements - City Yard	ELECTRIC VEHICLE (EV) CHARGING STATIONS	035-900-8434-00000		\$100,000.00			
	PUBLIC WORKS FILE SCANNING	035-900-8994-00000	\$25,000.00	\$25,000.00	\$25,000.00		
	GATE MOTOR REPLACEMENT	035-900-8868-00000	\$45,000.00				
	CITY YARD STALL	035-900-8434-00000	\$65,000.00				
	CITY YARD STORAGE UNIT	035-900-8434-00000	\$98,000.00				
	CITY YARD ROOF REPAIRS	035-900-8434-00000	\$75,000.00				
	CITY YARD STORM DRAINS	035-900-8434-00000	\$60,000.00				
	CITY YARD BUILDING PAINTING	035-900-8434-00000	\$85,000.00				
	CITY YARD STORAGE BUNKER W/ROOF	035-900-8434-00000	\$35,000.00				
	CITY YARD PAVEMENT	035-900-8434-00000	\$225,000.00				
Total Facility Improvements - City Yard			\$713,000.00	\$125,000.00	\$25,000.00	\$0.00	\$0.00

Type	Request Title	Account ID	FY2026	FY2027	FY2028	FY2029	FY2030
Facility Improvements - Citywide Maintenance	PARK IMPROVEMENTS	035-900-8870-00000	\$46,700.00	\$49,100.00	\$51,600.00	\$54,200.00	\$57,000.00
	MACHINERY & EQUIPMENT	035-900-8040-00000	\$16,600.00	\$17,500.00	\$18,400.00	\$19,400.00	\$20,400.00
	FURNITURE & FIXTURES	035-900-8020-00000	\$16,600.00	\$17,500.00	\$18,400.00	\$19,400.00	\$20,400.00
	BUILDING IMPROVEMENTS	035-900-8010-00000	\$55,200.00	\$58,000.00	\$60,900.00	\$64,000.00	\$67,200.00
	MAINTENANCE & REPAIR OF BUILDINGS	035-900-7080-00000	\$55,200.00	\$58,000.00	\$60,900.00	\$64,000.00	\$67,200.00
	MAINTENANCE & REPAIR OF EQUIPMENT	035-900-7070-00000	\$55,200.00	\$58,000.00	\$60,900.00	\$64,000.00	\$67,200.00
Total Facility Improvements - Citywide Maintenance			\$245,500.00	\$258,100.00	\$271,100.00	\$285,000.00	\$299,400.00
Facility Improvements - Community Center & Parks	TINY TOTS PLAYGROUND	035-900-8870-00000		\$47,000.00			
	CENTRAL PARK PLAYGROUND	035-900-8870-00000		\$83,000.00			
	CENTRAL PARK CONCRETE	035-900-8868-00000	\$75,000.00				
	EL RANCHO VERDE PARK PLAYGROUND	035-900-8870-00000		\$15,000.00			
	ELECTRONIC READERBOARD	035-900-8870-00000				\$100,000.00	
Total Facility Improvements - Community Center & Parks			\$120,000.00	\$145,000.00	\$0.00	\$100,000.00	\$0.00
Facility Improvements - Police Department	POLICE DEPARTMENT BUILDING INTERIOR REFURBISHMENT	035-900-8868-00000	\$500,000.00	\$1,500,000.00			
Total Facility Improvements - Police Department			\$500,000.00	\$1,500,000.00	\$0.00	\$0.00	\$0.00
Intersection Improvements	TRAFFIC SIGNAL BATTERY BACKUPS	035-900-8040-00000		\$50,000.00			
	TRAFFIC SIGNAL CABINET REPLACEMENTS	035-900-8040-00000		\$50,000.00			
	INTERSECTION IMPROVEMENTS / TRAFFIC SIGNAL SIGNAGE REPLACEMENTS	035-900-8040-00000	\$45,000.00				
Total Intersection Improvements			\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00
Residential Street Rehabilitation	ZONE 3	012-900-8130-00000					\$200,000.00
	ZONE 2	012-900-8130-00000				\$225,000.00	
	ZONE 1	012-900-8130-00000			\$275,000.00		
	RESIDENTIAL PAVEMENT MANAGEMENT PLAN	035-900-8130-00000		\$30,000.00			
	CURB, GUTTER, & SIDEWALK	035-900-8140-00000	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
	ZONE 4	012-900-8130-00000	\$150,000.00				
Total Residential Street Rehabilitation			\$275,000.00	\$155,000.00	\$400,000.00	\$350,000.00	\$325,000.00

Attachment 7: Seven Year Capital Improvement Program (OC Fundtracker CIP Report)

Orange County Transportation Authority
FY 2025/26 - FY 2031/32 Capital Improvement Program

TIP ID		CP-10018							IMPLEMENTING AGENCY		La Palma, City of	
Local Project Number:		Project Title										
Additional Project IDs:		Annual Residential Streets Rehabilitation [Zone 1]										
Type of Work:		Road Maintenance										
Type of Work Description:		Road Maintenance - Rehabilitation of roadway										
Limits		Project Description										
Citywide various residential streets per Pavement Management Plan - Zone 1		Resurfacing or slurry seal, R&R failed pavement sections, crack seal on various City residential streets including ADA ramps.										
Project Notes												
Other Potential Funding: General (COR) funds, Gas Tax and/or SB1-RMRA funds..												
</												

TIP ID		CP-10020		IMPLEMENTING AGENCY					La Palma, City of										
Local Project Number:		Project Title																	
Additional Project IDs:		Annual Residential Streets Rehabilitation [Zone 2]																	
Type of Work:		Road Maintenance																	
Type of Work Description:		Road Maintenance - Rehabilitation of roadway																	
Limits		Project Description																	
Citywide various residential streets per Pavement Management Plan - Zone 2		Resurfacing on streets which have failing A.C. Remove and replace full depth areas, crack seal, and slurry seal, as needed, on various City residential streets. Project repeats every 7-10 years.																	
Project Notes		Other Potential Funding Source: General (COR) funds, Gas Tax/HUTA and/or SB1-RMRA funds																	
		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
		2030		Measure M2 Local Fairshare		\$25,000		\$0		\$200,000		\$0		\$225,000		\$251,282			
						Totals:		\$25,000		\$0		\$200,000		\$0		\$225,000		\$251,282	
Last Revised: 25-00 - Submitted																		Total Programmed: \$225,000	

TIP ID		CP-10021							IMPLEMENTING AGENCY		La Palma, City of	
Local Project Number:		Project Title										
Additional Project IDs:		Annual Residential Streets Rehabilitation [Zone 3]										
Type of Work:		Road Maintenance										
Type of Work Description:		Road Maintenance - Rehabilitation of roadway										
Limits		Project Description										
Citywide various residential streets per Pavement Management Plan - Zone 3		Resurfacing on streets which have failing A.C. Remove and replace full depth areas, crack seal, and slurry seal, as needed, on various City residential streets. Project repeats 7-10 years.										
Project Notes		Other Potential Funding Source: General (COR) funds, Gas Tax/HUTA and/or SB1-RMRA funds.										

TIP ID CP-10023		IMPLEMENTING AGENCY La Palma, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Annual Residential Streets Rehabilitation [Zone 4]						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Resurfacing on streets which have failing A.C. Remove and replace full depth areas, crack seal, and slurry seal, as needed, on various City residential streets. Project repeats every 7-10 years.						
Limits								
Citywide various residential streets per Pavement Management Plan - Zone 4								
Project Notes								
Other Potential Funding Source: General (COR) funds, Gas Tax/HUTA and/or SB1-RMRA funds								

TIP ID CP-10024		IMPLEMENTING AGENCY La Palma, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Annual Residential Streets Rehabilitation [Zone 5]							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Resurfacing on streets which have failing A.C. Remove and replace full depth areas, crack seal, and slurry seal, as needed, on various City residential streets. Rehabilitation/maintenance project repeats every 7-10 years.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide various residential streets per Pavement Management Plan - Zone 5		2030	Measure M2 Local Fairshare	\$25,000	\$0	\$275,000	\$0	\$300,000	\$336,137
Project Notes									
Other Potential Funding Source: General (COR) funds, Gas Tax/HUTA and/or SB1-RMRA funds. Rehabilitation/maintenance project repeats every 7 to 10 years									
		Totals: \$25,000 \$0 \$275,000 \$0 \$300,000 \$336,137							
Last Revised: 25-00 - Submitted		Total Programmed: \$300,000							

TIP ID CP-10026		IMPLEMENTING AGENCY La Palma, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Annual Residential Streets Rehabilitation [Zone 6]							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Resurfacing on streets which have failing A.C. Remove and replace full depth areas, crack seal, and slurry seal, as needed, on various City residential streets. Rehabilitation/maintenance project repeats every 7-10 years.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide various residential streets per Pavement Management Plan - Zone 6		2031	Unfunded/Unknown	\$15,000	\$0	\$185,000	\$0	\$200,000	\$229,543
Project Notes									
Potential Funding Source: M2-LFS, General (COR) funds, Gas Tax/HUTA and/or SB1-RMRA funds.									
		Totals: \$15,000 \$0 \$185,000 \$0 \$200,000 \$229,543							
Last Revised: 25-00 - Submitted		Total Programmed: \$200,000							

TIP ID CP-10028		IMPLEMENTING AGENCY La Palma, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Annual Residential Streets Rehabilitation [Zone 7]							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Resurfacing or slurry seal, R&R failed pavement sections, crack seal on various residential streets including ADA ramps. Rehabilitation/maintenance project repeats every 7-10 years.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide various residential streets per Pavement Management Plan [Zone 7]		2032	Unfunded/Unknown	\$15,000	\$0	\$185,000	\$0	\$200,000	\$234,907
Project Notes									
Other Potential Funding Source: General (COR) funds, Gas Tax/HUTA and/or SB1-RMRA funds.									
		Totals: \$15,000 \$0 \$185,000 \$0 \$200,000 \$234,907							
Last Revised: 25-00 - Submitted		Total Programmed: \$200,000							

TIP ID CP-10030		IMPLEMENTING AGENCY La Palma, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Arterial Block Wall Painting							
Type of Work: Aesthetics		Project Description							
Type of Work Description: Aesthetics - Other		Repaint arterial street block walls [Maintenance project repeats every 5 to 7 years].							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide various arterial streets		2027	General Fund	\$5,000	\$0	\$95,000	\$0	\$100,000	\$104,809
Project Notes									
Other Potential Funding Source: M2-LFS, Gas Tax/HUTA and/or SB1-RMRA funds.									
		Totals: \$5,000 \$0 \$95,000 \$0 \$100,000 \$104,809							
Last Revised: 25-00 - Submitted		Total Programmed: \$100,000							

TIP ID CP-10031		IMPLEMENTING AGENCY La Palma, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Crescent Avenue Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Street rehabilitation, AC overlay or Slurry seal, replace non conforming curb ramps. Rehabilitation/maintenance project repeats 7-10 years.						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
WCL to ECL		2031 Other \$10,000 \$0 \$90,000 \$0 \$100,000 \$114,372						
Project Notes								
Other Potential Funding Source: M2-LFS, General (COR) funds, Gas Tax/HUTA and/or SB1-RMRA funds		Totals: \$10,000 \$0 \$90,000 \$0 \$100,000 \$114,372						
Last Revised: 25-00 - Submitted		Total Programmed: \$100,000						

TIP ID CP-10033		IMPLEMENTING AGENCY La Palma, City of																														
Local Project Number:		Project Title																														
Additional Project IDs:		Fresca/Marlin Rehabilitation																														
Type of Work: Road Maintenance		Project Description																														
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Street Rehabilitation - AC overlay or slurry seal, ADA ramps, utility cover adjustment, signing & striping. Rehabilitation/maintenance project repeats every 7-10 years.																														
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2031</td><td>Unfunded/Unknown</td><td>\$15,000</td><td>\$0</td><td>\$135,000</td><td>\$0</td><td>\$150,000</td><td>\$171,559</td></tr><tr><td colspan="2"></td><td>Totals:</td><td>\$15,000</td><td>\$0</td><td>\$135,000</td><td>\$0</td><td>\$150,000 \$171,559</td></tr></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2031	Unfunded/Unknown	\$15,000	\$0	\$135,000	\$0	\$150,000	\$171,559			Totals:	\$15,000	\$0	\$135,000	\$0	\$150,000 \$171,559
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																									
2031	Unfunded/Unknown	\$15,000	\$0	\$135,000	\$0	\$150,000	\$171,559																									
		Totals:	\$15,000	\$0	\$135,000	\$0	\$150,000 \$171,559																									
Fresca Drive from Valley View Street to Walker Street/Marquardt Avenue and Marlin Circle																																
Project Notes																																
Potential Funding Source: General (COR) funds, M2-LSR, Prop 68 or Gas Tax funds. Map - only ends of Fresca Drive limits marked																																
Last Revised: 25-00 - Submitted		Total Programmed: \$150,000																														

TIP ID CP-10036		IMPLEMENTING AGENCY La Palma, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Highway Bridge Preventative Maintenance						
Type of Work: Bridge		Project Description						
Type of Work Description: Bridge - Rehabilitation of existing pavement/structure		Joint Project with City of Cerritos for preventative maintenance at Walker Street and Orangethorpe Avenue Bridges. Maintenance project repeats as needed per periodic bridge inspection reports by Caltrans.						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
Walker Street and Orangethorpe Avenue		2026 General Fund \$5,000 \$0 \$45,000 \$0 \$50,000 \$51,125						
Project Notes		2029 General Fund \$5,000 \$0 \$45,000 \$0 \$50,000 \$54,672						
Budget: General (COR) funds. Other Potential Funding Source: M2-LFS, Gas Tax/HUTA and/or SB1-RMRA funds.		Totals: \$10,000 \$0 \$90,000 \$0 \$100,000 \$105,797						
Last Revised: 25-00 - Submitted		Total Programmed: \$100,000						

TIP ID CP-10041		IMPLEMENTING AGENCY La Palma, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Houston Avenue Rehabilitation						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		AC overlay or slurry seal of roadway pavement, installation of ADA ramps, and adjust utility covers, sidewalk rehab. rehabilitation/maintenance project repeats every 7-10 years.						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
Walker Street to Moody Street		2031Other\$25,000\$0\$200,000\$0\$225,000\$256,939						
Project Notes								
Other - Potential Funding Sources: General (COR) funds, M2-LFS, Prop 68, Gas Tax/HUTA, SB1-LSR/RMRA funds		Totals: \$25,000\$0\$200,000\$0\$225,000\$256,939						
Last Revised: 25-00 - Submitted		Total Programmed: \$225,000						

TIP ID CP-10042		IMPLEMENTING AGENCY La Palma, City of																					
Local Project Number: 16-LPMA-ACE-3810		Project Title																					
Additional Project IDs:		La Palma Ave/Del Amo Blvd over Coyote Creek Bridge Replacement Project																					
Type of Work: Bridge		Project Description																					
Type of Work Description: Bridge - Widen existing bridge		Replace La Palma Avenue/Del Amo Blvd Bridge over Coyote creek. This is a CO project with M2_ACE allocation delayed for 2 yrs for Environmental and Final Design.																					
Limits		<table> <tr> <th><u>FISCAL YEAR</u></th><th><u>FUND TYPE</u></th><th><u>ENG</u></th><th><u>ROW</u></th><th><u>CON/IMP</u></th><th><u>O&M</u></th><th><u>TOTAL</u></th><th><u>TOTAL ESCALATED</u></th></tr> <tr> <td colspan="2">Totals:</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td></tr> </table>						<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	Totals:		\$0	\$0	\$0	\$0	\$0	\$0
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>																
Totals:		\$0	\$0	\$0	\$0	\$0	\$0																
La Palma Avenue/Del Amo Blvd from I-605 to Denni Street																							
Project Notes																							
M2 ACE: 2016 Call CTFP funds, \$375k in 18/19 and \$600k in 20/21 General Fund: City Match COR funds 125k in 2020/21 [change to LSR funds & CO to 2022/23]. Total LSR funds in 2022/23 \$376k {125k + 251k} City of Cerritos in Los Angeles County is the Lead Agency for this project. Engineering phase (Environmental and Design) in progress. Additional potential funding: M2-LFS, COR funds. CO prior years funding to FY 2024-25 and later years.																							
Last Revised: 25-00 - Submitted		Total Programmed: \$0																					

TIP ID CP-10045		IMPLEMENTING AGENCY La Palma, City of																																					
Local Project Number:		Project Title																																					
Additional Project IDs:		La Palma Avenue Rehabilitation 1																																					
Type of Work: Road Maintenance		Project Description																																					
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Street rehabilitation or Preventive Maintenance - AC overlay, R&R selected pavement sections, ADA ramps, sidewalk and C&G repairs, adjust utility covers, signing and striping or Street Preventive Maintenance with Slurry Seal.																																					
Limits		<table> <tr> <th><u>FISCAL YEAR</u></th><th><u>FUND TYPE</u></th><th><u>ENG</u></th><th><u>ROW</u></th><th><u>CON/IMP</u></th><th><u>O&M</u></th><th><u>TOTAL</u></th><th><u>TOTAL ESCALATED</u></th></tr> <tr> <td>2026</td><td>Local Streets and Roads apportionments</td><td>\$0</td><td>\$0</td><td>\$100,000</td><td>\$0</td><td>\$100,000</td><td>\$102,500</td></tr> <tr> <td>2026</td><td>Measure M2 Local Fairshare</td><td>\$25,000</td><td>\$0</td><td>\$175,000</td><td>\$0</td><td>\$200,000</td><td>\$204,375</td></tr> <tr> <td colspan="2">Totals:</td><td>\$25,000</td><td>\$0</td><td>\$275,000</td><td>\$0</td><td>\$300,000</td><td>\$306,875</td></tr> </table>						<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	2026	Local Streets and Roads apportionments	\$0	\$0	\$100,000	\$0	\$100,000	\$102,500	2026	Measure M2 Local Fairshare	\$25,000	\$0	\$175,000	\$0	\$200,000	\$204,375	Totals:		\$25,000	\$0	\$275,000	\$0	\$300,000	\$306,875
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>																																
2026	Local Streets and Roads apportionments	\$0	\$0	\$100,000	\$0	\$100,000	\$102,500																																
2026	Measure M2 Local Fairshare	\$25,000	\$0	\$175,000	\$0	\$200,000	\$204,375																																
Totals:		\$25,000	\$0	\$275,000	\$0	\$300,000	\$306,875																																
La Palma Avenue from Coyote Creek Channel (WCL) to Moody Street																																							
Project Notes																																							
Other Funding Source: SB-1 LSR-RMRA, Prop 68, Gas, COR or other State funds. Federal PMRF funds have been replaced with State Highway Account (SHA) funds. PMRF State SHA funds shown apply to all 3 La Palma Avenue Rehabilitation Projects. Funding carry over to FY 2024-25, plus added \$50k funds. Current Budget in 2024/25: \$200k SHA funds, \$100k M2-LFS funds, \$100k Gas Tax funds																																							
Last Revised: 25-00 - Submitted		Total Programmed: \$300,000																																					

TIP ID CP-10043		IMPLEMENTING AGENCY La Palma, City of																					
Local Project Number:		Project Title																					
Additional Project IDs:		La Palma Avenue Rehabilitation 2																					
Type of Work: Road Maintenance		Project Description																					
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Street rehabilitation or Preventive Maintenance - AC overlay, R&R selected pavement sections, ADA ramps, sidewalk and C&G repairs, adjust utility covers, signing and striping or Street Preventive Maintenance with Slurry Seal.																					
Limits		<table> <tr> <th><u>FISCAL YEAR</u></th><th><u>FUND TYPE</u></th><th><u>ENG</u></th><th><u>ROW</u></th><th><u>CON/IMP</u></th><th><u>O&M</u></th><th><u>TOTAL</u></th><th><u>TOTAL ESCALATED</u></th></tr> <tr> <td colspan="2">Totals:</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td></tr> </table>						<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	Totals:		\$0	\$0	\$0	\$0	\$0	\$0
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>																
Totals:		\$0	\$0	\$0	\$0	\$0	\$0																
La Palma Avenue from Moody Street to Walker Street																							
Project Notes																							
Other Funding Source: SB-1 LSR-RMRA, Prop 68, Gas, COR or other Federal/State funds. Funding carry over to FY 2024-25 PMRF State SHA funds shown in La Palma Rehabilitation 1 Project - apply to all 3 La Palma Avenue Rehabilitation Projects.																							
Last Revised: 25-00 - Submitted		Total Programmed: \$0																					

TIP ID		CP-10044		IMPLEMENTING AGENCY				La Palma, City of											
Local Project Number:		Project Title																	
Additional Project IDs:		La Palma Avenue Rehabilitation 3																	
Type of Work:		Road Maintenance		Project Description															
Type of Work Description:		Road Maintenance - Rehabilitation of roadway		Street rehabilitation or Preventive Maintenance - AC overlay, R&R selected pavement sections, ADA ramps, sidewalk and C&G repairs, adjust utility covers, signing and striping or Street Preventive Maintenance with Slurry Seal.															
Limits				FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED	
La Palma Avenue from Walker Street to Valley View Street																			
Project Notes				Totals:		\$0		\$0		\$0		\$0		\$0		\$0			
Other Funding Source: SB-1 LSR-RMRA, Prop 68, Gas, COR or other Federal/State funds. Funding carry over to FY 2024-25 PMRF State SHA funds shown in La Palma Rehabilitation 1 Project - apply to all 3 La Palma Avenue Rehabilitation Projects.																			
Last Revised: 25-00 - Submitted																		Total Programmed: \$0	

TIP ID CP-10047		IMPLEMENTING AGENCY La Palma, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Moody Street Rehabilitation 1						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Street rehabilitation - AC overlay or Slurry Seal, ADA ramps, Sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.						
Limits								
Moody Street from South City Limit (SCL) to La Palma Avenue								
Project Notes								
LSR: LSR-RMRA (SB1) funds Other Potential Funding Source: M2-LFS, Prop 68, Gas or COR funds								

TIP ID CP-10048		IMPLEMENTING AGENCY La Palma, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Moody Street Rehabilitation 2							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Street rehabilitation - AC overlay or slurry seal, ADA ramps, utility cover adjustment. Rehabilitation/maintenance project repeats every 7-10 years.							
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
Moody Street from La Palma Avenue to Houston Avenue		2031	Unfunded/Unknown	\$15,000	\$0	\$85,000	\$0	\$100,000	\$113,574
Project Notes		Totals: \$15,000 \$0 \$85,000 \$0 \$100,000 \$113,574							
Potential Funding Source: LSR-RMRA (SB1), Gas, M2-LFS or COR funds									
Last Revised: 25-00 - Submitted		Total Programmed: \$100,000							

TIP ID		CP-10049							IMPLEMENTING AGENCY		La Palma, City of	
Local Project Number:		Project Title										
Additional Project IDs:		Moody Street Rehabilitation 3										
Type of Work:		Road Maintenance										
Type of Work Description:		Road Maintenance - Rehabilitation of roadway										
Limits		Project Description										
Moody Street from Houson Avenue to Orangethorpe Avenue		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
Project Notes		Project Description										
LSR: LSR-RMRA (SB1) funds Other Potential Funding Source: M2-LFS, Prop 68, Gas or COR funds		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
		Project Description										
		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
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		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
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		Street rehabilitation - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.										
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TIP ID		CP-11395		IMPLEMENTING AGENCY							La Palma, City of
Local Project Number:		Project Title									
Additional Project IDs:		Orangethorpe Avenue Rehabilitation 1									
Type of Work:		Road Maintenance									
Type of Work Description:		Road Maintenance - Rehabilitation of roadway									
Limits		Project Description									
Orangethorpe Ave from Moody St to Walker St		Pavement Overlay, ADA pedestrian ramps, R&R Failed/deteriorated pavement sections, and utility cover adjustment.									
Project Notes											
LSR: LSR - RMRA (SB1) funds. Other Potential Funding Sources: M2-LFS, Prop 68, General (COR) funds, Gas Tax/HUTA.											

TIP ID		CP-10243		IMPLEMENTING AGENCY							La Palma, City of	
Local Project Number:		Project Title										
Additional Project IDs:		Orangethorpe Avenue Rehabilitation 2										
Type of Work:		Road Maintenance										
Type of Work Description:		Road Maintenance - Rehabilitation of roadway										
Limits		Project Description										
Orangethorpe Avenue from Walker Street to 91 Freeway		Resurface major arterial street which has failing A.C., with or without fabric. R&R full depth areas, crack seal, and slurry seal, as needed. Replace non conforming curb ramps.										
Project Notes												
LSR: RMRA (SB1) funds. Other Potential Funding Sources: M2-LFS, Prop 68, Gas or COR funds.												

TIP ID CP-10244		IMPLEMENTING AGENCY La Palma, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Orangethorpe Avenue Rehabilitation 3						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Pavement Overlay, ADA pedestrian ramps, R&R Failed/deteriorated pavement sections, and utility cover adjustment.						
Limits								
Orangethorpe Avenue from 91 Freeway to Valley View Street								
Project Notes								
LSR: RMRA (SB1) funds. Other Potential Funding Sources: M2-LFS, Prop 68, gas or COR funds								

TIP ID CP-10245		IMPLEMENTING AGENCY La Palma, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Pavement Management Program (PMP) Report						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Studies or PMP updates		Prepare Pavement Management Plan every 2 years for Arterials and All City Streets (Arterial and Residential) every 6 years.						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
Citywide Streets		2027 General Fund \$95,000 \$0 \$0 \$0 \$95,000 \$95,000						
Project Notes		2029 General Fund \$25,000 \$0 \$0 \$0 \$25,000 \$25,000						
Other Potential Funding Source: M2 LFS, Gas Tax or SB1 funds.								
		Totals: \$120,000 \$0 \$0 \$0 \$120,000 \$120,000						
Last Revised: 25-00 - Submitted		Total Programmed: \$120,000						

TIP ID CP-10246		IMPLEMENTING AGENCY La Palma, City of							
Local Project Number: 14-LPMA-ECP-3755		Project Title							
Additional Project IDs:		RCBS & CPS Storm Drain Improvements Project Phase II							
Type of Work: Environmental Cleanup		Project Description							
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts		Installation of Retractable Catch Basin Screens and Connector Pipe Screens at selected drainage inlets. OCTA's M2 ECP Tier 1 (Project X) grant for C/I. Ongoing O&M in-kind services - City match [\$89,200-] from 2016/17 thru FY 2025/26.							
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
City wide at selected drainage inlet locations		2026 General Fund \$0 \$0 \$0 \$8,920 \$8,920 \$8,920							
Project Notes									
General Fund: In-kind O&M City match \$89,200- for upto 10 years. O&M started FY 2016/17 and is in progress. M2 ECP funds utilized for construction work - completed 08/16/2016. O&M Expenditures till December 31, 2023: \$74,723.57		Totals: \$0 \$0 \$0 \$8,920 \$8,920 \$8,920							
Last Revised: 25-00 - Submitted		Total Programmed: \$8,920							

TIP ID CP-10247		IMPLEMENTING AGENCY La Palma, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Repair and Replace Broken/Settled Curb & Gutter and Sidewalk							
Type of Work: Pedestrian		Project Description							
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk		Remove and replace settled and broken curb & gutter and sidewalk on various City streets on an as-needed basis.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide various streets - annual ongoing program project	2026	General Fund	\$10,000	\$0	\$115,000	\$0	\$125,000	\$127,875	
	2027	General Fund	\$10,000	\$0	\$115,000	\$0	\$125,000	\$130,822	
Project Notes Other Potential Funding Sources: Gas Tax, SB1 and/or M2 LFS.	2028	General Fund	\$10,000	\$0	\$115,000	\$0	\$125,000	\$133,842	
	2029	General Fund	\$10,000	\$0	\$115,000	\$0	\$125,000	\$136,938	
	2030	General Fund	\$10,000	\$0	\$115,000	\$0	\$125,000	\$140,112	
	2031	General Fund	\$10,000	\$0	\$115,000	\$0	\$125,000	\$143,365	
	2032	General Fund	\$10,000	\$0	\$115,000	\$0	\$125,000	\$146,699	
		Totals:		\$70,000	\$0	\$805,000	\$0	\$875,000	\$959,653
Last Revised: 25-00 - Submitted		Total Programmed: \$875,000							

TIP ID CP-10249		IMPLEMENTING AGENCY La Palma, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Thermal Striping							
Type of Work: Safety		Project Description							
Type of Work Description: Safety - Restripe roadway		Repaint arterial lane striping with thermal paint to increase visibility and longevity.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide various arterial streets		2026	Local Streets and Roads apportionments	\$15,000	\$0	\$185,000	\$0	\$200,000	\$204,625
Project Notes									
Other Potential Funding Sources: General (COR) funds, GT, Prop 68 or M2-LFS funds.									
		Totals: \$15,000 \$0 \$185,000 \$0 \$200,000 \$204,625							
Last Revised: 25-00 - Submitted		Total Programmed: \$200,000							

TIP ID CP-11866		IMPLEMENTING AGENCY La Palma, City of																														
Local Project Number:		Project Title																														
Additional Project IDs:		Traffic Signal Battery Backups																														
Type of Work: Traffic Signals		Project Description																														
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment		Install battery backups at major intersections - ongoing project.																														
Limits		<table><tr><th>FISCAL YEAR</th><th>FUND TYPE</th><th>ENG</th><th>ROW</th><th>CON/IMP</th><th>O&M</th><th>TOTAL</th><th>TOTAL ESCALATED</th></tr><tr><td>2027</td><td>General Fund</td><td>\$5,000</td><td>\$0</td><td>\$45,000</td><td>\$0</td><td>\$50,000</td><td>\$52,278</td></tr><tr><td colspan="2">Totals:</td><td>\$5,000</td><td>\$0</td><td>\$45,000</td><td>\$0</td><td>\$50,000</td><td>\$52,278</td></tr></table>							FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	2027	General Fund	\$5,000	\$0	\$45,000	\$0	\$50,000	\$52,278	Totals:		\$5,000	\$0	\$45,000	\$0	\$50,000	\$52,278
FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED																									
2027	General Fund	\$5,000	\$0	\$45,000	\$0	\$50,000	\$52,278																									
Totals:		\$5,000	\$0	\$45,000	\$0	\$50,000	\$52,278																									
Project Notes																																
Other potential funding sources: M2-LFS, SB1 and/or GT funds. Includes Carry over funding from prior years.																																
Last Revised: 25-00 - Submitted		Total Programmed: \$50,000																														

TIP ID CP-10250		IMPLEMENTING AGENCY La Palma, City of							
Local Project Number:		Project Title							
Additional Project IDs:		Traffic Signal Cabinet Replacements							
Type of Work: Traffic Signals		Project Description							
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment		Replace and upgrade TS Cabinets and equipment. On-going replacement or upgrade project.							
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide various locations		2027	General Fund	\$5,000	\$0	\$45,000	\$0	\$50,000	\$52,278
Project Notes									
includes Carry over from prior yrs Other potential funding sources: M2-LFS, SB1 and/or GT funds									

TIP ID CP-12633		IMPLEMENTING AGENCY La Palma, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Traffic Signal Signage Replacements						
Type of Work: Safety		Project Description						
Type of Work Description: Safety - Signage installation and/or replacement		Intersection improvements to repair illuminated street signs						
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED						
Citywide - various locations		2026 General Fund \$5,000 \$0 \$40,000 \$0 \$45,000 \$46,000						
Project Notes								
Other Potential Funding Sources: M2-LFS, SB1, and/or GT funds		Totals: \$5,000 \$0 \$40,000 \$0 \$45,000 \$46,000						
Last Revised: 25-00 - Submitted		Total Programmed: \$45,000						

TIP ID CP-10253		IMPLEMENTING AGENCY La Palma, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Valley View Street Rehabilitation 1						
Type of Work: Road Maintenance		Project Description						
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Street rehabilitation/maintenance - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.						
Limits								
Valley View Street from South City Limit (SCL) to Thelma Avenue								
Project Notes								
Other Potential Funding Sources: COR, Gas Tax and/or RMRA (SB1) funds. Submitted for SCAG STBG/CMAQ in May 2025.								

TIP ID		CP-10252		IMPLEMENTING AGENCY					La Palma, City of		
Local Project Number:		Project Title									
Additional Project IDs:		Valley View Street Rehabilitation 2									
Type of Work:		Road Maintenance		Project Description							
Type of Work Description:		Road Maintenance - Rehabilitation of roadway		Street rehabilitation/maintenance - AC overlay or slurry seal, ADA ramps, sidewalk and C&G repairs, utility cover adjustments, signing and striping. Rehabilitation/maintenance project repeats every 7-10 years.							
Limits		FISCAL YEAR		FUND TYPE		ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Valley View Street from Orangethorpe Avenue to 183rd Street		2031		Unfunded/Unknown		\$20,000	\$0	\$130,000	\$0	\$150,000	\$170,760
Project Notes						Totals:	\$20,000	\$0	\$130,000	\$0	\$150,000 \$170,760
Potential Funding Sources: LSR-RMRA SB1, M2-LFS, Gas or COR funds. Submitted for SCAG STBG/CMAQ in May 2025.											
Last Revised: 25-00 - Submitted		Total Programmed: \$150,000									

TIP ID		CP-10255		IMPLEMENTING AGENCY					La Palma, City of	
Local Project Number:		Project Title								
Additional Project IDs:		Walker Street Rehabilitation 1								
Type of Work:		Road Maintenance								
Type of Work Description:		Road Maintenance - Rehabilitation of roadway								
Limits		Project Description								
Walker Street from Crescent Avenue to La Palma Avenue		Street rehabilitation - AC overlay or slurry seal, ADA ramps, R&R selected pavement sections, sidewalk and C&G repairs, adjust utility covers, signing and striping. Repeats every 7-10 yrs.								
Project Notes		FISCAL YEAR								
Other potential funding sources: General (COR), M2-LFS, Prop 68, and/or SB1 (RMRA) funds		FUND TYPE								
		ENG								
		ROW								
		CON/IMP								
		O&M								
		TOTAL								
		TOTAL ESCALATED								
		2028								
		Gas Tax								
		\$15,000								
		\$0								
		\$85,000								
		\$0								
		\$100,000								
		\$106,536								
		Totals: \$15,000								
		\$0								
		\$85,000								
		\$0								
		\$100,000								
		\$106,536								
Last Revised: 25-00 - Submitted		Total Programmed: \$100,000								

TIP ID		CP-10254		IMPLEMENTING AGENCY					La Palma, City of										
Local Project Number:		Project Title																	
Additional Project IDs:		Walker Street Rehabilitation 2																	
Type of Work:		Road Maintenance																	
Type of Work Description:		Road Maintenance - Rehabilitation of roadway																	
Limits		Project Description																	
Walker Street from La Palma Avenue to 183rd Street		Street Rehabilitation - AC overlay or Slurry Seal, R&R failed/deteriorated pavement sections, ADA ramps, utility cover adjustment, signing & striping. Repeats every 7-10 years.																	
Project Notes		Other potential funding sources: General (COR), SB1-RMRA, Gas Tax funds																	
		FISCAL YEAR		FUND TYPE		ENG		ROW		CON/IMP		O&M		TOTAL		TOTAL ESCALATED			
		2028		Measure M2 Local Fairshare		\$25,000		\$0		\$275,000		\$0		\$300,000		\$321,145			
						Totals:		\$25,000		\$0		\$275,000		\$0		\$300,000		\$321,145	
		Total Programmed: \$300,000																	

Attachment 8: Maintenance of Effort Reporting Form and Supporting Documentation

APPENDIX I

Maintenance of Effort (MOE) Certification Form

Jurisdiction: City of La Palma

Type of GENERAL FUND Transportation Expenditures:

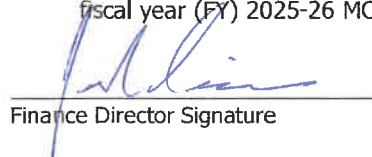
Please complete and attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Repair & Replace Curb & Gutter - Citywide various locations [GF (COR) Budget]	\$125,000.00
Bridge Preventative Maintenance [GF (COR) Budget]	\$50,000.00
Subtotal Maintenance	\$ 175,000.00
CONSTRUCTION	Total Expenditure
Traffic Signal Signage Replacements [GF (COR) Budget]	\$45,000.00
Subtotal Construction	\$ 45,000.00
INDIRECT / OTHER	Total Expenditure
Subtotal Indirect / Other	\$
Total General Fund Transportation Expenditures	\$ 220,000.00
(Less Total MOE Exclusions ¹)	\$
MOE Expenditures	\$
MOE Benchmark Requirement²	\$ 205,036.00
(Shortfall)/ Surplus	\$ 14,964.00

Certification:

I hereby certify that:

- ☒ The City/County of La Palma is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for Measure M2 Eligibility purposes and;
- ☒ The City/County of La Palma's MOE Certification Form is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties" and;
- ☒ The City/County of La Palma certifies that the budgeted MOE expenditures meet or exceed the fiscal year (FY) 2025-26 MOE benchmark requirement³.


Finance Director Signature

Joseph Cisneros

Finance Director (Print Name)

5/28/2025

Date

¹ Funding sources include Measure M, federal, state, redevelopment, and bond financing.

² Please refer to Exhibit 2 in the M2 Eligibility Guidelines for the City's MOE benchmark requirement.

³ Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.

Type	Request Title	Account ID	FY2026	FY2027	FY2028	FY2029	FY2030
Arterial Street Rehabilitation	HOUSTON AVE.	012-900-8131-00000; 010-900-8131-00000					\$225,000.00
	CRESCENT AVE.	011-900-8131-00000					\$100,000.00
	HIGHWAY BRIDGE PREVENTATIVE MAINTENANCE	035-900-8868-00000	\$50,000.00			\$50,000.00	
	DEL AMO BRIDGE	012-900-8990-00000; 010-900-8990-00000	\$734,000.00				
	LA PALMA AVE.	035-900-8131-00000; 012-900-8131-00000; 011-900-8131-00000	\$400,000.00				
	WALKER STREET REHAB.	012-900-8131-00000; 010-900-8131-00000			\$400,000.00		
	MOODY STREET (Moody Bridge to Orangethorpe Ave.)	010-900-8131-00000			\$100,000.00		
	MOODY STREET (S.C.L. to La Palma Avenue)	010-900-8131-00000			\$150,000.00		
	ARTERIAL BLOCK WALL PAINTING	035-900-9120-00000		\$100,000.00			
	THERMAL STRIPING	010-900-8131-00000	\$200,000.00				
	ARTERIAL PAVEMENT MANAGEMENT PLAN	035-900-8131-00000		\$25,000.00		\$25,000.00	
	VALLEY VIEW ST. - S. City Limits to Thelma Ave.	012-900-8131-00000	\$200,000.00				
	ORANGETHORPE AVENUE	010-900-8131-00000		\$350,000.00		\$250,000.00	
Total Arterial Street Rehabilitation			\$1,584,000.00	\$475,000.00	\$650,000.00	\$325,000.00	\$325,000.00
Facility Improvements - City Hall	CITY HALL FILE SCANNING	035-900-8994-00000	\$25,000.00	\$25,000.00	\$25,000.00		
	SECURITY CAMERAS & ACCESS CONTROL (COR)	035-900-8780-00000			\$225,000.00		
	ADA IMPROVEMENTS	035-900-8865-00000	\$78,800.00	\$82,700.00	\$86,900.00	\$91,300.00	\$95,900.00
Total Facility Improvements - City Hall			\$103,800.00	\$107,700.00	\$336,900.00	\$91,300.00	\$95,900.00
Facility Improvements - City Yard	ELECTRIC VEHICLE (EV) CHARGING STATIONS	035-900-8434-00000		\$100,000.00			
	PUBLIC WORKS FILE SCANNING	035-900-8994-00000	\$25,000.00	\$25,000.00	\$25,000.00		
	GATE MOTOR REPLACEMENT	035-900-8868-00000	\$45,000.00				
	CITY YARD STALL	035-900-8434-00000	\$65,000.00				
	CITY YARD STORAGE UNIT	035-900-8434-00000	\$98,000.00				
	CITY YARD ROOF REPAIRS	035-900-8434-00000	\$75,000.00				
	CITY YARD STORM DRAINS	035-900-8434-00000	\$60,000.00				
	CITY YARD BUILDING PAINTING	035-900-8434-00000	\$85,000.00				
	CITY YARD STORAGE BUNKER W/ROOF	035-900-8434-00000	\$35,000.00				
	CITY YARD PAVEMENT	035-900-8434-00000	\$225,000.00				
Total Facility Improvements - City Yard			\$713,000.00	\$125,000.00	\$25,000.00	\$0.00	\$0.00

Type	Request Title	Account ID	FY2026	FY2027	FY2028	FY2029	FY2030
Facility Improvements - Citywide Maintenance	PARK IMPROVEMENTS	035-900-8870-00000	\$46,700.00	\$49,100.00	\$51,600.00	\$54,200.00	\$57,000.00
	MACHINERY & EQUIPMENT	035-900-8040-00000	\$16,600.00	\$17,500.00	\$18,400.00	\$19,400.00	\$20,400.00
	FURNITURE & FIXTURES	035-900-8020-00000	\$16,600.00	\$17,500.00	\$18,400.00	\$19,400.00	\$20,400.00
	BUILDING IMPROVEMENTS	035-900-8010-00000	\$55,200.00	\$58,000.00	\$60,900.00	\$64,000.00	\$67,200.00
	MAINTENANCE & REPAIR OF BUILDINGS	035-900-7080-00000	\$55,200.00	\$58,000.00	\$60,900.00	\$64,000.00	\$67,200.00
	MAINTENANCE & REPAIR OF EQUIPMENT	035-900-7070-00000	\$55,200.00	\$58,000.00	\$60,900.00	\$64,000.00	\$67,200.00
Total Facility Improvements - Citywide Maintenance			\$245,500.00	\$258,100.00	\$271,100.00	\$285,000.00	\$299,400.00
Facility Improvements - Community Center & Parks	TINY TOTS PLAYGROUND	035-900-8870-00000		\$47,000.00			
	CENTRAL PARK PLAYGROUND	035-900-8870-00000		\$83,000.00			
	CENTRAL PARK CONCRETE	035-900-8868-00000	\$75,000.00				
	EL RANCHO VERDE PARK PLAYGROUND	035-900-8870-00000		\$15,000.00			
	ELECTRONIC READERBOARD	035-900-8870-00000				\$100,000.00	
Total Facility Improvements - Community Center & Parks			\$120,000.00	\$145,000.00	\$0.00	\$100,000.00	\$0.00
Facility Improvements - Police Department	POLICE DEPARTMENT BUILDING INTERIOR REFURBISHMENT	035-900-8868-00000	\$500,000.00	\$1,500,000.00			
Total Facility Improvements - Police Department			\$500,000.00	\$1,500,000.00	\$0.00	\$0.00	\$0.00
Intersection Improvements	TRAFFIC SIGNAL BATTERY BACKUPS	035-900-8040-00000		\$50,000.00			
	TRAFFIC SIGNAL CABINET REPLACEMENTS	035-900-8040-00000		\$50,000.00			
	INTERSECTION IMPROVEMENTS / TRAFFIC SIGNAL SIGNAGE REPLACEMENTS	035-900-8040-00000	\$45,000.00				
Total Intersection Improvements			\$45,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00
Residential Street Rehabilitation	ZONE 3	012-900-8130-00000					\$200,000.00
	ZONE 2	012-900-8130-00000				\$225,000.00	
	ZONE 1	012-900-8130-00000			\$275,000.00		
	RESIDENTIAL PAVEMENT MANAGEMENT PLAN	035-900-8130-00000		\$30,000.00			
	CURB, GUTTER, & SIDEWALK	035-900-8140-00000	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
	ZONE 4	012-900-8130-00000	\$150,000.00				
Total Residential Street Rehabilitation			\$275,000.00	\$155,000.00	\$400,000.00	\$350,000.00	\$325,000.00

Attachment 9: Mitigation Fee Program



Pacing Infrastructure Enhancements with Development

This General Plan does not provide for extensive growth in La Palma. The focus of new development will be along the SR- 91 freeway. Nonetheless, the City must ensure that existing infrastructure continues to meet current needs and that any demands for infrastructure enhancements associated with new development do not strain existing systems.

The provision of infrastructure to support new development will be the responsibility of developers and property owners proposing the new development. However, as discussed in the City Structure Chapter, the City is responsible for maintaining established systems, which can be costly. From the upkeep of sewer and water mains to street paving and public facility maintenance, the City recognizes the need to plan well ahead to pace capital investments with funding availability.

With regard to transportation systems and funding, Measure M2 proposes to deliver \$15.5 billion in transportation improvements through 2041, both on the regional freeway/highway systems and cities' local networks. The Orange County Transportation Agency has not identified any immediate regional improvements for freeways directly serving La Palma. However, the City will be able to compete for funding for local road system improvements such as traffic signal synchronization, street repair, and enhancements to busy intersections like La Palma Avenue/Walker Street and Orangethorpe Avenue/Walker Street. The Orange County Transportation Authority has prepared guidelines on how cities can

become eligible to receive their funding share from the Measure M2 program. Funding fair share is based on population, number of existing Master Plan of Arterial Highway miles, and taxable sales. For FY 2013/14, La Palma's fair share amount was \$269,000. Compliance with Measure M2 is required for the City's participation in this competitive grant process.

.....
This graphic from the Orange County Transportation Agency identifies the planned uses of Measure M2 funds (\$15.5 billion through 2041).



👁 A total of 5% of M2 Freeway Program funds is allocated to the Freeway Environmental Mitigation Program
💧 A total of 2% of the overall M2 Program funds is allocated to the Environmental Cleanup Program



Goals and Policies

These goals and policies will guide investment strategies in transportation and infrastructure system improvements.

Meeting Transportation and other Infrastructure Needs

GOAL GM-1: **Transportation and infrastructure systems should meet the current and future needs of residents and businesses.**

Discussion: For a community to thrive and grow, infrastructure services must be in place to meet the current and future needs of residents and businesses. The roadways must accommodate the number of vehicle trips associated with our land use plan.

Transportation and infrastructure improvement projects are costly so it is very important for La Palma to qualify for any available funding when making necessary improvements to our transportation and infrastructure systems.

Policy GM-1.1 **Require that development projects fund their fair share of the costs associated with that development.**

Discussion: New development should not place a financial burden on existing development to pay for the infrastructure improvements caused by the new development. All new development projects will include strategies to ensure all fair-share costs of infrastructure improvements and other capital facilities are paid.

Policy GM-1.2 **Establish and maintain a seven-year capital improvement program that sustains LOS “D” on the City’s arterial highway system, with the exception of key intersections, where peak period LOS “E” may be acceptable.**

Discussion: Although future improvements are expected to be relatively few because of the built-out condition of our City, the City needs to comply with this requirement specifically included in Measure M2.



Policy GM-1.3 Update traffic mitigation fees as needed over time to ensure they relate to the impact of new development.

Discussion: Maintaining La Palma roadways are expensive, particularly if additional traffic places stresses on them. Updating traffic mitigation fees periodically will allow the City to ensure that sufficient funds are available to pay for maintenance and improvements and that development is paying its fair share towards improvements.

Policy GM-1.4 Promote transportation demand strategies that allow employers to efficiently utilize La Palma's transportation system.

Discussion: La Palma has adopted a Transportation Demand Management (TDM) Ordinance (Ord. 2003-07) and encourages commercial businesses and professional office developments to utilize the strategies contained in the ordinance, including carpool/vanpooling, alternative work schedules, providing bicycling parking facilities, transit shelters, pedestrian and bicycle access, and other TDM mechanisms.

Policy GM-1.5 Fund transportation and utility infrastructure improvements creatively, relying on both public and private resources.

Discussion: While the City will place the burden on new development projects to fund improvements directly associated with such development, broader-based infrastructure improvements—and particularly those important to economic development (like new telecommunication infrastructure) and neighborhood quality—will require public financing.

Policy GM-1.6 Ensure the City meets the requirements to be eligible for funding for local street system improvements from Measure M2 and other sources.

Discussion: Measure M2 funds will be available through competitive grants, with the City required to provide matching funding. La Palma has creatively used grants in the past for fund matching, and will continue to do so to leverage available Measure M2 monies. It is important that the City update the necessary documents and fulfill the eligibility requirements as required by Measure M2. It is also important that the City pursue other funding options to finance transportation and other infrastructure projects and programs.

RESOLUTION NO. 93- 53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA ESTABLISHING A TRAFFIC IMPACT/MITIGATION FEE
AND REQUIREMENTS FOR PHASED PROJECTS AND EXCEPTIONS,
IN COMPLIANCE WITH THE CITY OF LA PALMA GROWTH
MANAGEMENT ELEMENT AND THE COUNTYWIDE PROVISIONS OF
THE MEASURE M GROWTH MANAGEMENT PROGRAM

WHEREAS, on November 6, 1990, Orange County voters approved Measure M, the Revised Traffic Improvement and Growth Management Ordinance, which provides funding to Orange County for needed transportation improvements over a twenty year period through the imposition of a one-half cent retail transaction and use tax; and

WHEREAS, portions of the monies received from the new sales tax revenue will be returned to Orange County jurisdictions for use of local and regional transportation improvements, subject to the jurisdiction's acquisition and retention of an eligible status for such Measure M revenues; and

WHEREAS, in order to receive local street maintenance and improvement funds from the Orange County Transportation Authority, a jurisdiction must comply with Countywide Growth Management Program component requirements; and

WHEREAS, the City of La Palma ("City") has established a policy framework for the required Growth Management Program through the adoption of a Growth Management Element to the City's General Plan; and

WHEREAS, the overall objectives of a development mitigation program, development phasing program, and monitoring program as required by Measure M and as set forth hereinbelow, are historically consistent with the City's requirements for development proposals and the City's participation in transportation fee programs to ensure that new growth is paying its share of the costs associated with that growth; and,

WHEREAS, in compliance with the requirements of the Measure M program, the City commits to continued implementation of its development mitigation program by instituting a traffic impact/mitigation fee as mandated by Measure M; and

WHEREAS, notice of a public hearing of the City Council of the City on the matter of the traffic impact/mitigation fee was published in accordance with applicable law; and

WHEREAS, in accordance with applicable law, the City timely made available for public inspection information concerning the amount of the proposed fee, the cost of public facilities related to the fee, and the methodology used to calculate the fee; and

WHEREAS, on June 1, 1993, the City Council held a public hearing on the traffic impact/mitigation fee; and

WHEREAS, at the public hearing the City Council considered the staff report and all of the information, evidence, and testimony presented.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PALMA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Exhibit Incorporated.

Exhibit "A" attached to this Resolution sets forth, with respect to the Traffic Impact/Mitigation Fee imposed by Section 2 of this Resolution, the purpose of the fee, the use to which the fee is to be put, the reasonable relationship between the fee's use and the type of development project on which the fee is imposed, the reasonable relationship between the need for the public facilities and type of development on which the fee is imposed, and the reasonable relationship between the amount of the fee and the cost of the public facilities attributable to the development on which the fee is imposed. Exhibit "A" to this Resolution is incorporated herein by reference and made a part hereof.

Section 2. Traffic Impact/Mitigation Fee.

The Traffic Impact/Mitigation Fee (hereinafter the "fee") is hereby established. The fee shall be assessed and payable at the time of issuance of the certificate of occupancy, or final inspection, whichever occurs first. Notwithstanding the calculation set forth in Section 3 below, In no event shall the fee charged be lower than those established as a minimum for Orange County Growth Management Area No. 2.

Section 3. Calculation of Fee: Amount of Fee for Fiscal Year 1993-1994.

The fee charged shall be equal to the Base Rate Amount plus the Intersection Capacity Utilization (ICU) Adjustment.

For Fiscal Year 1993-1994, the Base Rate Amount for each land use/zoning category is as follows:

<u>Land Use/Zoning</u>	<u>Base Rate Amount</u>
Residential	\$250 per dwelling unit
Industrial	\$0.75 per square foot of gross floor area
Office	\$ 0.75 per square foot of gross floor area
Commercial	\$ 0.75 per square foot of gross floor area

The ICU Adjustment shall be equal to the development's pro-rata share of the cost of improvement to a Critical Intersection, either within or without the City, which has an increase in daily traffic as a result of the development, such that the traffic at that intersection is increased one percent (1%) or more in the Level of Service (LOS) above the established baseline for that intersection.

As used herein, the term "Intersection Capacity Utilization" or "ICU" shall mean the accepted methodology used by traffic engineers to determine road section intersection use and capacity. The term "Critical Intersection" shall mean an intersection of two roadways where both roadways are defined as "Major Arterial" or higher on the Orange County Master Plan of Arterial highways (MPAH). The term "Level of Service" or "LOS" shall mean a measure of operational quality of a road or intersection ranging from LOS A (best) to LOS F (worst).

Based on the above, the fee, therefore, shall be calculated using the following formula:

$$\text{Fee} = (\text{base rate amount}) \times (\# \text{ units/sq.ft.}) \times (1 + \text{percentage increase in ICU})$$

The City Council finds that the fee set forth above is reasonably related to the costs associated with the public facilities for which the fee is being collected.

Section 4. Annual Setting of Fee Amount.

Each fiscal year, for Fiscal Years 1994-1995 and beyond, the City Council shall review the fee, including the Base Rate Amount, and determine whether the fee amount is reasonably related to the impacts of development and whether the described facilities are still needed. This analysis shall be based on the annual update of the City's Seven Year Capital Improvement ("C.I.P."). Each spring, the City Council, by resolution, shall set the fee for the following fiscal year that commences July 1.

Section 5. Use of Fees: Accounting.

The revenues raised by payment of the fee shall be placed in a separate and special account. Such revenues, along with any interest earnings on that account, shall be used solely to:

- a. Pay for the City's future construction of transportation facilities or to reimburse the City for those described or listed in C.I.P. with funds advanced by the City from other sources; or
- b. Reimburse developers who have been required or permitted to install such listed facilities which are oversized in an incremental amount equal to the improvement cost for oversizing.

Section 6. Fee Adjustments/Credits.

An owner of any project subject to the fee may apply to the City Council for:

- a. A reduction or adjustment of the fee not to exceed 25% based upon improving the local balance between jobs and housing;
- b. An adjustment of the fee based upon providing land uses that generate primarily non-peak hour vehicular trips;

- c. A reduction in the fee in consideration of participation in a Transportation Demand Management Program, designed to reduce the peak-hour traffic demand of the property.

Section 7. Fee Refunds.

A refund may be made when a building permit expires and no extensions have been granted for a development for which funds have been collected.

Section 8. Phased Projects.

Where there is a requirement imposed upon a phased project pursuant to this Resolution for the payment of the fee, it shall be payable serially as to each phase of the project, in conjunction with improvements accomplished and not in one payment for the entire project, subject to the following:

- a. Any residential development of 100 or more dwelling units shall be developed in phases not to exceed 100 dwelling units per phase.
- b. Any non-residential development or improvement of 500,000 square feet or gross floor area shall be developed in phases not to exceed 500,000 square feet of gross floor area per phase.
- c. The fee shall be payable for each phase at such time as the building permits for that phase are issued.
- d. No permits will be issued for any subsequent phase of a development until such time as all infrastructure improvements associated with any previous phase are in place and operational.

Section 9. Performance Monitoring Program.

- a. Any developer of any project which is required to be built in phases shall annually submit a report to the City Engineer. The report shall be due no later than January 31 of each year and shall cover activities for the previous calendar year. The report shall contain the following information:
 - (1) A listing by phase of the number of dwelling units completed during that previous calendar year and the number of dwelling units expected to be completed during the current calendar year.
 - (2) A listing by phase of the commercial acreage and square footage developed during that previous calendar year and the commercial acreage and square footage expected to be developed during the current calendar year.

- (3) A listing by phase of the industrial acreage and square footage developed during that previous calendar year and the industrial acreage and square footage expected to be developed during the current calendar year.
- (4) A listing by phase of the office acreage and square footage developed during that previous calendar year and the office acreage and square footage expected to be developed during the current calendar year.
- (5) A narrative report detailing the status of any required on-site and/or off-site roadway improvements.
- (6) Any information required by the City Engineer pursuant to paragraph 3 of this Section 9.

The annual report shall not be required after submission of the report due by January 31. that covers the previous calendar year during which the project was completed or building permits were revoked.

- b. The City Engineer shall annually prepare a list of developments subject to the above programs. This report shall include the identification, location, and description of applicable developments and/or modifications thereto and the fees assessed. Such report shall be submitted to the City Manager by the first day of March of each year.
- c. A Performance Monitoring Program shall be initiated and reviewed annually by the City Engineer to evaluate the project list, assign infrastructure improvement priorities and the applicability of the Transportation System Improvement Program fees. Developers of approved projects shall be required to submit needed information to the City Engineer who shall then submit an annual report based on this review to the City Manager for incorporation, as applicable, into the Seven Year Capital Improvement Program.

Section 10. Exemptions.

New development or changes in property use which fall within any of the categories listed below shall be exempt from the provisions of this Resolution:

- a. Any development on an existing lot resulting in a total daily traffic generation of less than 200 trips.
- b. Any development that increases the ICU at a Critical Intersection by less than one percent (1%).
- c. Any agricultural, open space, conservation, or passive park use.
- d. Any rebuilding of an existing development damaged or destroyed by fire or natural disaster if uses and square footage remain substantially the same.

- e. Public health and safety facilities such as hospitals, police, fire and safety facilities, and schools.
- f. Government-owned facilities or utilities shall be exempt to the extent the facilities will not be used for generating revenue or commercial purposes. Examples of exempt public uses are city halls and park buildings. Privately owned utilities shall not be exempt. Notwithstanding property tax exemptions, lessees of governmental-owned or constructed facilities, or portions thereof, which generate revenue or are leased for commercial purposes, including but not limited to the revenue generating portions of airports, train stations, stadiums, sports arenas, convention centers, bus terminals, hotels, or concessions on public lands, shall be required to prepare the necessary reports and mitigate impacts as appropriate.
- g. Minor alterations and remodeling of existing structures resulting in no substantial change in traffic generation as determined by the City Engineer or Community Development Director.
- h. Places of worship, colleges, welfare agencies, etc. to the extent such facilities are exempt from property tax levies.

Section 11. Effective Date.

In accordance with Government Code Section 66017(a), this Resolution shall become effective on the 60th day following adoption (July 31, 1993).

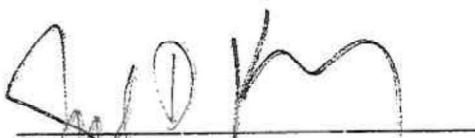
PASSED, APPROVED, AND ADOPTED this 1st day of June, 1993.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

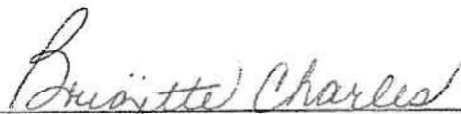
I, BRIGITTE CHARLES, City Clerk of the City of La Palma, DO HEREBY CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of La Palma held on June 1, 1993, and that it was so adopted by called vote as follows:

AYES: Herman, Lim, Linn, Miner, Schuster

NOES: None

ABSENT: None

ABSTAIN: None



City Clerk

TRANSPORTATION IMPROVEMENT PROGRAM

TRAFFIC MITIGATION FEES

DUE TO

IMPACT OF NEW DEVELOPMENT

MAY 20, 1993



PREPARED BY:

CITY OF LA PALMA
PUBLIC WORKS DEPARTMENT

MAY 20, 1993

EXHIBIT "A"

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TRANSPORTATION SYSTEM IMPROVEMENT PROGRAM

1.0 INTRODUCTION

The development of land increases the number of vehicle trips. The predominant mode of travel in and through the City of La Palma is by private vehicle. There are direct relationships between land uses and trips generated, and between trips on an arterial highway and the level of congestion on that arterial.

The purpose of this study is to identify cost estimates of transportation improvements on arterial streets needed to accommodate trips generated by new development. The report is divided into separate sections to document impacts of new development associated with trip generation, arterial capacity, transportation improvement costs, and equitable participation in these costs by new development in La Palma.

2.0 TRIP GENERATION IMPACTS OF NEW DEVELOPMENT

Trip generation involves the determination of the number of "trip ends" (i.e., all trips entering plus all trips leaving a land use) produced by or attracted to each development in a given time period. Typical time periods for which data is available are average weekday (24-hour), morning (AM) and afternoon (PM) peak hours of adjacent arterial street traffic. The most widely used trip generation reference is the Institute of Transportation Engineer's (ITE) Trip Generation, fifth edition. The ITE report documents the high and low range of rates established for site studied, and includes average trip rates.

Table I (pg. 2) show ITE average trip generation rates for a number of land use categories during the afternoon (PM) peak hour of adjacent arterial street traffic. It is the PM peak period when arterial traffic is typically most congested, and transportation improvements are designed to improve traffic flow during this period.

Reductions in trip generation rates were made for retail uses (42 percent) to account for "pass by" traffic that is already on the street and is attracted into an adjacent development. Similarly, the child care facility trip rate was reduced by 75 percent in view of a common child care selection criteria of proximity to the home/work commute route.

TABLE I

ITE AVERAGE TRIP GENERATION RATES

<u>LAND USE</u>	<u>UNIT*</u>	<u>TRIP RATE (PM PEAK HOUR)</u>
Single Family	DU	.70
Apartment	DU	.63
Hotel/Motel	ROOM	.60
General Office	TSF	1.56
Industrial	TSF	.51
Retail (PB)	TSF	2.96
Church	TSF	.72
Hospital	TSF	1.42
Child Care (PB)	TSF	4.07

* Unit Designations: DU = Dwelling Unit

TSF = 1,000 square feet of gross building floor area

PB = Reduction for passby traffic

Trip Rates from the "Institute of Transportation Engineers (ITE) Trip Generation, Fifth Edition"

3.0 ARTERIAL CAPACITY IMPACTS OF NEW DEVELOPMENT

"Capacity" may be defined as the ability of an arterial segment to carry traffic. As the number of travel lanes increase, the arterial capacity increases. The 1985 Highway Capacity Manual, prepared by the Transportation Research Board, documents the "ideal saturation flow rate" (i.e., capacity for an arterial segment that is straight, has a zero percent grade, 12-foot wide lanes, no heavy truck traffic, no buses, no bicycles, no on-street parking, and few driveways and intersections generating conflicting turn movements) at 1,800 vehicles per hours per lane (vphpl).

The 1985 Highway Capacity Manual further states that a default value of 1,600 vphpl may be used where detailed data defining the factors which affect capacity is not available. The Orange County Transportation Authority's Standardized Traffic Impact Analysis Study, completed in 1989, recommended a guideline of 1,700 vphpl for use in Orange County. The capacity provided per hour per lane mile, then, is 1,700 vehicles.

The average distance of trips (i.e., single or one-direction vehicles with either an origin or a destination, not both) in the Southern California region was established by the Los Angeles Regional Transportation Study Travel Forecast Summary, prepared by Caltrans, November 15, 1990. The average trip lengths during the peak periods is estimated for the year 2010 at 5.43 miles (i.e., 18.12 minute average travel time times 18 miles per hour average trip speed; $18.12/60 \times 18 = 5.43$ miles). The total average trip length of 5.43 miles must be halved to be comparable with trip ends (i.e., every trip has two trip ends--an origin and a destination); so the average trip end length is 2.72 miles.

It is important to note that this is less than the 7.55 mile average trip and 3.77 mile average trip end length documented for existing conditions in 1984 by the Southern California Association of Governments.

The arterial capacity that will be consumed by new development may be calculated by multiplying the trip ends generated by the development during the PM peak hour of adjacent arterial street traffic--by the 2.72 mile average trip end length. That product is then divided by the 1,700 vehicles per hour per lane mile capacity to derive the lane mile(s) of arterial capacity consumed by new development.

A sample calculation is presented below for a development forecast to generate one trip during the PM peak hour of adjacent arterial street traffic.

Sample Calculation

$$\frac{1 \text{ peak hour trip} \times 2.72 \text{ miles}}{1,700 \text{ vphpl}} = 0.0016 \text{ lane mile of capacity "consumed"}$$

4.0 TRANSPORTATION IMPROVEMENT COSTS OF NEW DEVELOPMENT

The costs of transportation improvements are estimated in Tables II and III (pgs. 5 & 6). The unit costs shown in Table II was calculated using average costs from projects constructed in La Palma in 1992. This estimated cost of 4 lane arterial half-street is \$466,600.

5.0 EQUITABLE PARTICIPATION BY NEW DEVELOPMENT

Table III shows the calculated Traffic Impact Mitigation Fee per Unit. Since other funding sources are available to accomplish portions of arterial improvements; only improvements to intersection or widening of a lane would be obligation of developers.

Sample Calculation

$$\frac{\text{TRIP RATE X AVERAGE LENGTH}}{\text{Lane Mile Capacity Value}} = \frac{0.70 \times 2.72}{1,700} = \underline{0.0011}$$

$$\text{Gross Fee/Unit} = .0011 \times \$250,000 = \underline{\$250}$$

To be consistent with AB-1600, the collected transportation improvement fees would need to be programmed for expenditure within five years of collection, and be spent on a transportation improvement needed to accommodate traffic generated by the development which paid the fees.

TABLE II

CITY OF LA PALMA
ESTIMATED LANE MILE CONSTRUCTION COST FOR 4 LANES ARTERIAL STREET...

05/27/93

ITEM DESCRIPTION	QUANTITY UNIT PER MILE	UNIT PRICE	ESTIMATED COST
1. ROADWAY EXCAVATION	316,800 SF	\$0.20	\$63,360
2. A/C PAVEMENT DEEPLIFT .60' (16,600 TONS)	316,800 SF	\$1.50	\$475,200
3. CURB & GUTTER TYPE 'D'	10,560 LF	\$7.00	\$73,920
4. CONCRETE SIDEWALK INCLUDE BLVD, 7.5'W	79,200 SF	\$2.00	\$158,400
5. TRAFFIC STRIPING AND SIGNING	- LS	\$10,000	\$10,000
6. RELOCATE 5 STREET LIGHTS	5 EA	\$1,500	\$7,500
7. MODIFY TRAFFIC SIGNAL	1 EA	\$40,000	\$40,000
8. DRAIN MODIFICATION	- LS	\$20,000	\$20,000
			\$848,380
	15% CONTINGENCY		\$127,257
	TOTAL PER MILE CONST. COST		\$975,637
	PER LANE MILE CONST. COST		\$243,909
		ROUNDED TO	\$250,000

NOTES:

1. Assumes Right of Way is available and/or Developer shall dedicate Right of Way.
2. Any widening shall occur only at intersections, since all Arterials in the City are widen to ultimate width.
3. Estimate is based on 4 traffic lanes @12' + 8.00' parking lane.
4. Other grant funds or redevelopment funds are available and shall participate in the development process at City Council discretion.

FILE:DEVFEE.WK3

T A B L E I I I

CITY OF LA PALMA'S ESTIMATED TRAFFIC IMPACT MITIGATION FEES PER UNIT

LAND USE	UNIT	TRIP RATE (PM PEAK)	AVG. LENGTH (MILES)	TRIP RATE X AVERAGE LENGTH	RATE X LENGTH DIVIDED BY A LANE MILE CAPACITY VALUE	GROSS FEE/UNIT= \$250,000 X MILE(S) USED
SINGLE FAMILY	DU	0.70	2.72	1.90	0.0010	\$250
APARTMENT	DU	0.63	2.72	1.71	0.0010	\$250
HOTEL/MOTEL	ROOM	0.60	2.72	1.63	0.0010	\$250
GENERAL OFFICE	TSF	1.56	2.72	4.24	0.0025	\$625
RETAIL	TSF	2.96	2.72	8.05	0.0047	\$1,175
INDUSTRIAL	TSF	0.50	2.72	1.36	0.0008	\$200
CHURCH	TSF	0.72	2.72	1.96	0.0012	\$300
HOSPITAL	TSF	1.42	2.72	3.86	0.0023	\$575
CHILD CARE-DRIVEBY	TSF	4.07	2.72	11.10	0.0065	\$1,625

NOTES:

UNIT DESIGNATIONS: DU = DEWLLING UNIT; TSF = THOUSAND SQUARE FEET OF GROSS BUILDING AREA
(WITH ALL USES ROUNDED UP TO NEXT HIGHEST TSF); AND -PSBY = REDUCTION FOR
PASSBY TRAFFIC.

TRIP RATES FROM THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION: AN INTERNATIONAL
REPORT, 5TH EDITION & MODIFIED PER CITY MODEL VALIDATION.

AVERAGE LENGTH (MILES) = CALTRANS' LOS ANGELES REGIONAL TRANSPORTATION STUDY TRAVEL FORECAST
SUMMARY, NOVEMBER 15, 1990.

LANE MILE CAPACITY VALUE = 1,700 VEHICLES PER HOUR PER LANE.

05/27/93
FILE:DEVFEE.WKS

TABLE IV
CITY OF LA PALMA
PROPOSED FEE SCHEDULE

LAND USE	FEE PER UNIT	FEE / SFGFA	PROPOSED FEE
SINGLE FAMILY	\$250	N/A	\$250
APARTMENT	\$250	N/A	\$250
HOTEL/MOTEL	\$250	N/A	\$250
GENERAL OFFICE	N/A	0.63	\$0.75
RETAIL	N/A	1.18	\$0.75
INDUSTRIAL	N/A	0.20	\$0.75
CHURCH	N/A	0.30	\$0.75
HOSPITAL	N/A	0.58	\$0.75
CHILD CARE-DRIVEBY	N/A	1.63	\$0.75
AVERAGE:		0.75	
FILE:DEVFEE.WK3			05/27/93

Attachment 10: Transit – Non-Motorized Planning

Strategies Letter



June 30, 2025

Ms. Charvalen Alacar
Section Manager, Measure M - Local Programs
Orange County Transportation Authority
600 S. Main Street
Orange, CA 92868

Subject: City of La Palma's General Plan Consistency Regarding Land Use Strategies
Accommodating Transit and Non-motorized Transportation.

Dear Ms. Alacar:

As part of the Fiscal Year 2025-26 Measure M (M2) Eligibility package, the City of La Palma is pleased to provide our land use strategies, which promote transit and non-motorized transportation.

The City of La Palma's General Plan includes the Land Use, Circulation Element, Growth Management sections that contain land use strategies to accommodate transit and non-motorized transportation. The current General Plan was adopted by the City Council on June 17, 2014. The following is a brief list of the land use strategies pertinent to transit and non-motorized transportation:

- General Plan - Chapter 2, Page 2-27 lists existing transit services (bus, access) that are currently available and City support for conversion of former regional rail route (Pacific Electric right-of-way) to provide bike trails.
- General Plan - Chapter 2, Pages 2-63 and 2-64:
 - Policy CI-2.2: Establishes requirements for new development and substantial renovation projects to include applicable bicycle, pedestrian and transit amenities.
 - Policies CI-3.1 to CI-3.6: Emphasizes development of new pedestrian and bicycle facilities and consideration of alternative modes of transportation for enhancement of existing facilities.
- General Plan - Chapter 5, Page 5-4:
 - Policy GM-1.4: Promotes transportation demand strategies for commercial businesses and professional office developments to efficiently utilize carpool/vanpooling, provide bicycle parking facilities, transit shelter and pedestrian and bicycle access.
- General Plan - Appendix A, Pages A-7, A-8 and A-9:
 - CI-4: The City will work with school districts to promote Safe Route to School programs and policies that encourage walking and riding bikes to school.
 - CI-5: Increase driver awareness of pedestrian safety and enforcement of pedestrian right-of-way at crosswalks.

- CI-6: Maintain and enhance existing bike paths and continue to explore options for additional new bike paths.
- CI-8: Require that pedestrian connections be provided as part of all new development projects.
- CI-9: Implement traffic signalization at the crossing of bike paths with arterial roadways, where feasible, to facilitate safe crossing by bicyclists and pedestrians.

A copy of the relevant General Plan pages is attached. The City of La Palma has a comprehensive system of sidewalks along both sides of the arterial highways within the City, as well as collector and local roads within residential areas. The sidewalk system is extensively used to access recreation areas, schools, and commercial goods and services. Commercial and business mixed-use facilities, such as the Centerpointe complex, have been constructed with meandering sidewalk systems to encourage walking in-lieu of driving between buildings. The City also has a Class II system of designated, on-road bicycle trails along La Palma Avenue, Moody Street, Walker Street, and Crescent Avenue. Transit bus service by OCTA is provided along Orangethorpe Avenue, La Palma Avenue and Valley View Street.

If you have any questions, please do not hesitate to contact me at (714) 690-3336 or at bdeines@lapalmaca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Belinda Deines", is written over a light yellow rectangular background.

Belinda Deines
Community Development & Public Works Director



.....
 Subdivision boundary walls visually define many of our arterial streets. The opening of these walls at additional strategic locations would create enhanced pedestrian and bicycle connections for residents.

Transit Services

The Orange County Transportation Authority (OCTA) provides bus service within La Palma and the region, with bus routes along Orangethorpe Avenue (Route 30), La Palma Avenue (Route 38), and Valley View Street (Route 21). Headways (the time between buses) on these transit lines range between 45 minutes and one hour.

OCTA routes connect with other transit providers from other cities, including Long Beach Transit and Long Angeles Metropolitan Transportation Authority (Metro). OCTA also provides the ACCESS Service, which is a shared-ride service for people with functional limitations caused by a disability. OCTA also provides for transit system amenities such as benches at transit stops.



.....
 Transit service in La Palma is provided by the Orange County Transportation Authority (OCTA).

Railroads and Rails-to-Trails

The Pacific Electric right-of-way is a former regional rail route that extends approximately 20 miles between Orange and Los Angeles counties; the right-of-way forms the southern boundary of La Palma. Regional rail service was discontinued decades prior, but regional planning agencies—spearheaded by efforts of the Southern California Association of Governments (SCAG)—continue to explore reuse of the corridor for public transit. Cities along the route have established interim uses such as trails and public green space. La Palma supports the full decommissioning of the right-of-way for rail and transit service, and embraces the opportunity to convert this space into open space that would provide for uses such as a bike trail.



adequate funds are available to pay for necessary improvements down the line.

Policy CI-2.2 Require that new and substantially renovated office, retail, industrial, institutional, and multi-family residential developments include bicycle, pedestrian, and transit amenities on site, as applicable.

Discussion: To encourage the use of other modes of transportation besides the automobile, a full network of infrastructure is necessary. This includes appropriate bicycle parking, walkable site plans that actively link to other destinations, and transit amenities such as bus shelters, benches, and other streetscape elements as appropriate.

GOAL CI-3: Provide an integrated and balanced multi-modal transportation network of complete streets to meet the needs of all users.

Discussion: Complete Streets mean that the needs of all users are taken into account, with a focus on connectivity and getting people where they want to go safely, efficiently, and by any mode of transportation they choose.

Policy CI-3.1 Facilitate the design of streets where people walking, parking, shopping, bicycling, working, and driving can cross paths safely.

Discussion: A primary goal of the complete streets initiative for La Palma is to give La Palmans of all ages and abilities safer, cheaper, and healthier travel options. For example, where feasible, we hope to widen sidewalks to improve the pedestrian environment and provide space for necessary infrastructure, amenities, and streetscape improvements. As we enhance opportunities for nonmotorized travel, care will need to be taken to ensure our streets remains safe for all users.

Policy CI-3.2 Implement adopted street design standards. Modified standards may be applied where appropriate on arterial corridors to provide for transit, bicycle facilities, sidewalks, and on-street parking and be context-sensitive to adjacent land uses. Design the character and scale of the uses along the street to support its Complete Streets designation.

Discussion: The standards for various roadway types have been established to accommodate the forecast traffic volumes and functions of the roadways in La Palma. Where roadways are identified to have excess capacity, such as



Houston Avenue, the City supports implementation of a road diet, enhancing alternatives to the automobile.

Policy CI-3.3 Support the creation of new pedestrian ways through our residential neighborhoods.

Discussion: The suburban design of our town makes for fantastic, quiet neighborhoods. However, due to the many cul-de-sacs and block walls dividing neighborhoods from arterials, pedestrian access can be limited. Where supported by residents, the City supports the creation of pedestrian access ways through neighborhoods.

Policy CI-3.4 Actively advocate for greenspace, trails, and bicycle facilities on the Pacific Electric right-of-way. Clearly state the City's opposition to transit along this corridor.

Discussion: The City of La Palma is encouraging a "no build" alternative as regional groups consider potential transit options along the Pacific Electric right-of-way. Such transit would bring unwanted noise to our existing quiet single-family neighborhoods that directly abut the right-of-way. Instead, La Palma advocates for a healthy active linear park, including pedestrian and bicycle facilities.

Policy CI-3.5 Lobby actively for the widening of the La Palma Avenue bridge over Coyote Creek.

Discussion: La Palma Avenue is reduced to two lanes as it crosses Coyote Creek. The City supports widening this bridge to provide additional automobile capacity. In addition, any widening should consider alternative modes of transportation.

Policy CI-3.6 Develop new bike paths and enhance existing bike paths.

Discussion: For a City of its size, La Palma has a solid bicycle route system in place, including the regional bike path along Coyote Creek, bicycle routes around town, and the multi-use path along the Edison easement. We encourage the continued maintenance of these routes, and seek to make them more visible in the roadway hierarchy.

GOAL CI-4:	Provide adequate and reliable wastewater collection, water, storm water, and communications facilities.
-------------------	--



Policy GM-1.3 Update traffic mitigation fees as needed over time to ensure they relate to the impact of new development.

Discussion: Maintaining La Palma roadways are expensive, particularly if additional traffic places stresses on them. Updating traffic mitigation fees periodically will allow the City to ensure that sufficient funds are available to pay for maintenance and improvements and that development is paying its fair share towards improvements.

Policy GM-1.4 Promote transportation demand strategies that allow employers to efficiently utilize La Palma's transportation system.

Discussion: La Palma has adopted a Transportation Demand Management (TDM) Ordinance (Ord. 2003-07) and encourages commercial businesses and professional office developments to utilize the strategies contained in the ordinance, including carpool/vanpooling, alternative work schedules, providing bicycling parking facilities, transit shelters, pedestrian and bicycle access, and other TDM mechanisms.

Policy GM-1.5 Fund transportation and utility infrastructure improvements creatively, relying on both public and private resources.

Discussion: While the City will place the burden on new development projects to fund improvements directly associated with such development, broader-based infrastructure improvements—and particularly those important to economic development (like new telecommunication infrastructure) and neighborhood quality—will require public financing.

Policy GM-1.6 Ensure the City meets the requirements to be eligible for funding for local street system improvements from Measure M2 and other sources.

Discussion: Measure M2 funds will be available through competitive grants, with the City required to provide matching funding. La Palma has creatively used grants in the past for fund matching, and will continue to do so to leverage available Measure M2 monies. It is important that the City update the necessary documents and fulfill the eligibility requirements as required by Measure M2. It is also important that the City pursue other funding options to finance transportation and other infrastructure projects and programs.



- **Valley View Street and Orangethorpe Avenue**
Add turn lane for the westbound right- turn movement
- **Walker Street and Orangethorpe Avenue**
Add turn lanes for the southbound left- turn and eastbound right- turn movements

The City of Cerritos General Plan Circulation Element also recommends improvements at the Moody Street/Carmenita Road and South Street/Orangethorpe Avenue intersection. In a study prepared jointly by the Los Angeles County Metropolitan Transportation Authority and the Gateway Cities Council of Governments a concept plan for this intersection was developed, identifying needed improvements including an additional southbound left- turn lane, an additional northbound left- turn lane, and southbound right- turn overlap phasing. The proposed additional eastbound lane identified in this Implementation Action would supplement the improvements proposed by this study. The City will coordinate with the City of Cerritos and Metro regarding any planned improvements for the intersection outside of La Palma boundaries.

The City of Buena Park General Plan Circulation Element also recommends intersection improvements at Valley View Street/Orangethorpe Avenue and Valley View Street/La Palma Avenue. La Palma will work with Buena Park to coordinate these improvements.

Monitoring conditions at these intersections, ensuring timely inclusion of their improvement in the Capital Improvement Program, and adequate funding available in part through traffic impact mitigation fees collected, will be a critical aspect of maintaining overall traffic conditions at acceptable levels within the City.

Responsible Department: Community Development and Community Services

Funding Sources: Traffic Impact Fee, CIP, Grants as available through Measure M2 and other sources

Timeframe: Ongoing

Related Policies: CI- 1.1, GM- 1.2

CI- 4. Promote Safe Routes to School

The City will promote Safe Routes to School programs and policies, and will proactively seek federal grants to improve La Palma's Safe Routes to School. The City will also work with the school districts to implement innovative strategies that increase the number of children walking and riding bikes to school, including "walking school buses."

Responsible Department: Community Development and Community Services

Funding Sources: Departmental Budget, Grants

Timeframe: Ongoing

Related Policies: CI- 1.5



La Palma General Plan

CI- 5. **Promote Pedestrian and Bicycle Safety**

Increase driver awareness of pedestrian safety and educate drivers about the legal obligation to yield to pedestrians at marked and unmarked crosswalks. Offer bicycle safety education at all public and private schools, parks, and community centers. Disseminate information through libraries, mailings, and electronic media. Continue to enforce the California Vehicle Code and other applicable laws that promote safe bicycle and automobile operation. In addition, enforce pedestrian right-of-way at crosswalks through rigorous targeted police operations.

Responsible Department: Police and City Manager

Funding Sources: Departmental Budget, Grants

Timeframe: Ongoing

Related Policies: CI- 1.3, CI- 1.5, CI- 3.1

CI- 6. **Partner with OCTA to Provide Bike Paths**

The City will partner with OCTA to maintain existing bike paths, increase amenities along bike paths, and contribute toward future bike paths. The City will work with OCTA to identify funding sources, especially as related to amenities for the bike path within the Southern California Edison Easement.

Responsible Department: Community Services

Funding Sources: Departmental Budget, Grants as available through Measure M2 and other sources

Timeframe: Ongoing

Related Policies: CI- 3.6

CI- 7. **“Road Diet” for Houston Avenue**

Develop a plan to implement a “road diet” for Houston Avenue, with the goals of reducing automobile travel lanes and enhancing pedestrian and bicycling facilities. Seek funding to implement the plan.

Responsible Department: Community Services

Funding Sources: Grants as available from Measure M2 and other sources

Timeframe: Medium

Related Policies: CI- 3.2

CI- 8. **Pedestrian Connections**

Require that pedestrian connections be provided as part of all new development projects. Initiate conversations with neighborhood groups about providing pedestrian accessways at strategic points from existing residential neighborhoods onto Primary and Secondary arterials. As interest dictates for the neighborhoods, seek grant funding to assist in funding for identified pedestrian improvements.

Responsible Department: Community Development and Community Services

Funding Sources: General Fund, Grants



Timeframe: Ongoing

Related Policies: LU- 3.4, LU- 5.3, LU- 6.6, CI- 2.2, CI- 3.3

CI- 9. Bicycle Facilities

Amend the Zoning Code to require bicycle parking in new commercial and multi- family development projects.

As feasible, implement traffic signalization at the crossing of bike paths with arterial roadways to facilitate the safe crossing of those arterials by bicyclists and pedestrians. Signals should be convenient to bicyclists with accessible push- buttons or pavement activated signals.

Responsible Department: Community Development and Community Services

Funding Sources: Departmental Budget, Grants, CIP

Timeframe: Ongoing, Medium

Related Policies: CI- 3.2

CI- 10. Coyote Creek Bridge Widening

Coordinate with the City of Cerritos to seek funding for the widening of the La Palma Avenue bridge over Coyote Creek.

Responsible Department: Community Services

Funding Sources: Grants

Timeframe: Short

Related Policies: CI- 3.5

CI- 11. Maintain Roadways, Paths, and Sidewalks

The City will continue to monitor all travelways throughout the city for needed repair. The City will allocate appropriate funds to maintain these travelways in a good state of repair, providing access to pedestrians, automobiles, and bicyclists.

Responsible Department: Community Services

Funding Sources: Departmental Budget, CIP

Timeframe: Ongoing

Related Policies: CI- 3.1

CI- 12. Maintain Adequate Sewer Capacity

The City will continue to perform tests on sewer capacity, especially during the rainy season, to determine rainfall-dependent Inflow and Infiltration into sewer pipes. Such studies can be a very effective way of identifying, with relative certainty the overall effects of storm events on focused trunk systems and can provide clues to locate and remedy areas of excessive infiltration.

City Utilities staff maintains the sewer system per adopted procedures. The City will adhere to its inspection and cleaning schedule for known problem areas (enhanced maintenance locations) as described in the City's Sewer Master Plan.

Responsible Department: Community Services

Funding Sources: Departmental Budget, CIP

City of La Palma

Agenda Item No. 9



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development and Public Works Director

AGENDA TITLE: Award of Agreement to Roy Allan Slurry Seal, Inc. for the City Project No. ST-372 Residential Maintenance Zone 4 Slurry Seal Improvements

RECOMMENDED ACTION:

It is recommended that the City Council authorize the Interim City Manager, or their designee, to execute an agreement to award to the low bidder, Roy Allan Slurry Seal, Inc. for the ST-372, Residential Maintenance Zone 4 Slurry Seal Improvements in the amount of \$173,446.24; and appropriate \$50,000 of Gas Tax funds for cost savings from the La Palma Slurry Seal Project.

SUMMARY:

The City of La Palma requested bids for the following scope of work for the Residential Maintenance Zone 4 Slurry Seal.

On April 15, 2025, the City advertised and solicited bids on the City's OpenGov Procurement website for the City Project No. ST-372. On April 29th, the City conducted a pre-bid meeting to review the project conditions, schedule, and work sites. A total of nine (9) contractors attended the pre-bid meeting. The scheduled bid date was set for May 20, 2025.

On May 20, 2025, six (6) bids were received along with the signed addendum. Staff reviewed the bid documents and confirmed that Roy Allan Slurry Seal, Inc. submitted all the required documents with their bids. The Contractor's bid amounts are outlined below:

BIDDING CONTRACTOR	TOTAL BID
1. Roy Allan Slurry Seal. Inc – La Habra	\$173,446.24
2. Pavement Coatings, Co – Jurupa Valley	\$192,661.24

3. Union Pavement Services, Inc – Jurupa Valley	\$198,991.72
4. American Asphalt South, Inc – Riverside	\$208,626.04
5. All American Asphalt – Corona	\$227,964.20
6. Estate Design and Construction – Culver City	\$843,257.00

A fiscal analysis verified that the original budget of \$200,000 for this project is sufficient to complete all the work.

The table below presents the total project cost, including a fifteen percent (15%) contingency.

DESCRIPTION	BASE BID
Construction Cost	\$173,446.24
Contingency 15%	\$26,016.94
Construction Engineering and Inspection (in-house for cost savings)	\$0
Total Estimated Project Construction Cost	\$199,463.18

Staff recommends that the City Council award the agreement in an amount not-to-exceed \$173,446.24.

Approval of the agenda item also authorizes the expenditure of all available contingencies in the project. The contingencies will be available for any necessary change orders associated with unforeseen circumstances. Examples include concrete removal and replacement not identified in the scope of work for the project, or any other miscellaneous repairs necessary to complete the project. Said circumstances are typical for this type of project. The contingency amount is proposed at fifteen percent (15%) of the construction cost. The contract may be increased a maximum of twenty-five percent (25%) per the Standard Specifications for Public Works Construction, otherwise known as the “Greenbook.”

Roy Allan Slurry Seal, Inc. has performed similar work for surrounding agencies over the years. They have performed work for the cities/agencies of Fullerton, Mission Viejo, and Newport Beach. References from these other clients indicate that their work product was excellent.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The award of contract is Categorical Exempt from the California Environmental Quality Act (CEQA) based upon a Class 1 exemption (Cal. Code Regs., Title 14, Section 15301). The Class 1 exemption

consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration to existing public or private structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The City's Capital Improvement Program consists of minor maintenance applications on existing residential streets involving negligible expansion of the existing use and therefore qualifies as a Class 1 exemption.

TENTATIVE SCHEDULE:

Award contract	June 3, 2025
Execute agreement	June 19, 2025
Commence construction	July 7, 2025
Complete construction	August 2025
Project closeout	September 2025

FISCAL IMPACT:

The City budgeted Fiscal Year 2025-26 Capital Improvement Plan Budget Funds for Residential Street Rehabilitation for Zone 4 Slurry Seal Improvements Project as follows:

- FY 25-26 Residential Zone 4, Measure M2 Funds (012-900-8130-00000) | \$150,000
- FY 25-26 Gas Tax Fund Savings (011-900-8131-00000) | \$50,000
- Total Project Funding | \$200,000

ATTACHMENTS:

1. Agreement with Roy Allan Construction for Slurry Seal Improvement Project No. ST-372

AGREEMENT FOR CONSTRUCTION SERVICES

This Agreement for Construction Services (“Agreement”), made and entered into this day 3rd day of June, 2025, by and between the City of La Palma, a municipal corporation of the State of California, hereinafter referred to as the “City”, and Roy Allan Slurry Seal, Incorporated, hereinafter called and referred to as the “Contractor.” The Contractor and the City are hereafter together referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

1. RECITALS: This Agreement is made and entered into with respect to the following facts:

(a) That City desires to obtain through the Contractor the services set forth and described in the Scope of Work for the **Residential Zone 4 Slurry Seal Improvements, ST-372** attached hereto as Exhibit “A” and incorporated herein by this reference (hereinafter, the “Contractor Services”).

(b) That the Contractor represents to the City that the Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.

(c) That the public interest, convenience and necessity require that the City obtain the Contractor Services upon the terms and conditions set forth herein.

(d) That the City and the Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by the Contractor for and on behalf of the City, in accordance with the terms and conditions set forth herein.

2. SERVICES:

(a) Provision of Contractor Services: During the term of this Agreement, the Contractor shall provide the Contractor Services as set forth in Exhibit “A.” Time is of the essence for this Agreement.

(b) Additional Services: If the City desires to add additional services or service locations not specifically described in Exhibit A (“Additional Services”), the City shall notify the Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. The Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit “B” and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Contractor. It is expressly understood by the Contractor that the provisions of this Section 2(b) shall not apply to services specifically set forth in Exhibit “A” or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the services to be provided contrary to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional

compensation therefor. Unless contradictory of this Section 2(b), all provisions in this Agreement applicable to the Contractor's performance of the Contractor Services shall also apply to the Additional Services.

(c) Standard of Performance: In performing the Contractor Services, the Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. To the extent that the Contractor retains subcontractors to perform any portion of any of the Contractor Services, the Contractor has a duty to the City to ensure that the tasks and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Contractor.

(d) Labor, Equipment, Materials: The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement. The Contractor represents that the Contractor Services will be performed by the Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State and local law to perform such tasks and services. The Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. The Contractor shall at all times ensure that all goods, materials, equipment or personal property included within the Contractor Services shall be of good quality, fit for the purpose intended.

(e) Work Site: The Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, the Contractor shall immediately inform the City of such fact in writing and shall not proceed except at the Contractor's risk until written instructions are received from the City Representative.

(f) Independent Contractor: It is understood and agreed that all Contractor Services, and all services, labor, equipment and materials furnished in conjunction therewith shall be furnished by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative (defined below). The City shall have the right to control the Contractor only as to results of the Contractor's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Contractor accomplishes the services performed under this Agreement.

3. AUTHORITY OF THE CITY REPRESENTATIVE:

(a) City Representative: The "City Representative" shall be the Community Development and Public Works Director the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

(b) Scope of Authority. The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations. The City Representative's decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

4. TERM OF AGREEMENT: This Agreement shall commence and terminate on the dates set forth in Exhibit "A". However, either Party, at its discretion, shall have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice.

5. COMPENSATION:

(a) Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit "B".

(b) Invoices. The Contractor shall invoice the City on a monthly basis for all work performed by the Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Contractor during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit "B". Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Contractor has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

(c) Record of Payment. The Contractor shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

6. LICENSES, PERMITS, APPROVALS, FEES:

(a) The Contractor must possess at the time of commencing work and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

(b) The Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. The Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. The 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 Contractor Services, and shall indemnify, defend and hold harmless the City and City Personnel against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against the City hereunder.

7. INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting the Contractor's indemnification obligations, the Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. In the event that the Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

(a) Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

(i) Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

(iii) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for the Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, the Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

(iv) Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general

liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(b) Contractor's Insurance General Requirements:

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(ii) Commercial General Liability, Automobile Liability, and Employer's Liability shall name the City, and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to the City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) All insurance policies shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it.

(iv) All insurance policies shall be "occurrence" rather than "claims made" insurance.

(v) All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against the City and City Personnel.

(vii) All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by the City.

(viii) All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(ix) All insurance policies shall state that the City shall not be liable for the payment of premiums or assessments under the policy.

(x) Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to the City for approval. By way of example, additional insured endorsements shall not be limited to “ongoing operations,” exclude contractual liability, restrict coverage to the “sole” liability of the Contractor, or contain any other limitation contrary to this Agreement.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by the City.

(d) Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

(e) Workers Compensation Insurance: The Contractor shall file with City the following signed certification:

“I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement.”

In the event the Contractor has no employees requiring the Contractor to provide Workers’ Compensation Insurance, the Contractor shall so certify to the City in writing prior to the City’s execution of the Agreement. The City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to workers’ compensation.

(f) Default of Insurance Requirements: In addition to any other remedies at law or equity the City may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for the Contractor's breach: (1) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (2) that becomes due to the Contractor hereunder, or both, until the Contractor demonstrates compliance with the insurance requirements herein; and/or (3) Immediately terminate this Agreement.

8. INDEMNIFICATION:

(a) The Contractor shall indemnify, defend with legal counsel approved by the City, and hold harmless the City, City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature ("Claims") arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to Claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

(b) The Contractor's obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or City Personnel. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

(c) The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and all amounts

for which the City may be liable to third parties, by reason of the Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Contractor's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or withhold shall not act as a waiver of the Contractor's obligation to pay the City any sums the Contractor owes the City.

9. OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or subcontractors.

10. NON-DISCRIMINATION: The Contractor shall not discriminate against any employee or applicant for employment because of any impermissible classification pursuant to Federal or State law, including, but not limited to, race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. The Contractor shall incorporate the foregoing provisions in all subcontracts..

11. PATENTED AND COPYRIGHTED MATERIALS: The Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Contractor under this Agreement. Pursuant to Section 8 herein, the Contractor shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

12. PREVAILING WAGE REQUIREMENTS:

(a) Public Work: The Contractor hereby expressly acknowledges and agrees that the City has never previously affirmatively represented to the Contractor, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, the Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code

Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the City will enforce all penalties required by law for the Contractor's failure to pay prevailing wages.

(b) Labor Code of California: The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, the City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with the City's principal office and are available to any interested party on request. The Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) The Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-Contractors or subcontractors employed by him or her in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by the Contractor or any sub-Contractor or subcontractor.

(c) Bidding Eligibility: Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

(d) DIR Monitoring: Pursuant to Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. CONFLICTS OF INTEREST:

(a) City Personnel. No City Personnel shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

(b) Contractor. The Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor further agrees that while this Agreement is in effect, the Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Contractor to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by the City. In such event, the Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by the City.

14. NO UNDUE INFLUENCE: The Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee, or agent of the Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Contractor further warrants that it has not

employed or retained any company or person other than a bona fide employee working for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. ASSIGNMENT: The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

16. PERFORMANCE: If the Contractor should neglect to prosecute the work to the City's satisfaction, or, in the City's reasonable discretion, fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may take appropriate action, including but not limited to any of the following: (1) meeting with the Contractor, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Contractor to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of the City's compensation to the Contractor for any unsatisfactory work performed; (4) suspending delivery of work to the Contractor for an indefinite time; (5) making good such deficiencies and deducting the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor; and/or (6) terminating this Agreement. Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

17. FORCE MAJEURE: Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("Force Majeure Event"). If the Contractor is the delaying Party, the City 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 such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Contractor's sole remedy shall be an extension of this Agreement pursuant to this section. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices

or conditions, or (c) a party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

18. NOT AN AGENT OF THE CITY: The Contractor is an independent contractor. Except as the City may specify in writing, the Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Contractor any authority, express or implied, to bind the City to any obligation whatsoever.

19. NO BENEFIT TO ARISE TO CITY EMPLOYEES: No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Contractor Services to be performed under this Agreement.

20. PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City:

City of La Palma
7822 Walker Street
La Palma, CA 90623
Attn: Belinda Deines, Community Development
Public Works Director

If to the Contractor:

Roy Allan Slurry Seal, Inc
12643 Emmens Way
Santa Fe Springs, CA 90670
Attn: Lawrence Allan, President

21. WARRANTY: The Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. The Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, the Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by the Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, the Contractor's

obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

22. ATTORNEYS' FEES: In any action or proceeding between the Parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

23. SEVERABILITY: If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

24. EXECUTION: The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

25. NO WAIVER: No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

26. NO THIRD-PARTY BENEFICIARIES: This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this

Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

27. NON-LIABILITY OF CITY PERSONNEL: No City Personnel 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 its successor, or for breach of any obligation of the terms of this Agreement.

28. VENUE: Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and the Contractor agrees to submit to the personal jurisdiction of such court.

29. SURVIVAL: The terms, provisions, representations and certification contained in this Agreement, or inferable therefrom, shall survive the termination of this Agreement and the payment of the compensation hereinabove provided.

30. SECTION HEADINGS AND SUBHEADINGS: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the entire understanding of the Parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the Parties hereto. The City Representative is hereby authorized to approve amendments to this Agreement to the extent permitted by applicable law.

32. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

33. SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "C", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its Mayor and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF LA PALMA

By: _____
Joseph Cisneros
Deputy City Manager

ATTEST:

Kimberly Kenney, CMC
City Clerk

CONTRACTOR

Signed by:
By: Lawrence Allan
E365BC8DDEE26424...
Lawrence Allan, President
[Title]

By: _____

[Title]

APPROVED AS TO FORM:

By: _____
City Attorney, City of La Palma

EXHIBIT A

Scope of Work,

CITY OF LA PALMA
Community Services Department
7821 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Mark I. Waldman, Mayor
Natish P. Patel, Mayor Pro Tem
Debbie S. Baker, Council Member
Janet Keo Conklin, Council Member
Vikesh P. Patel, Council Member

CITY MANAGER
Conal McNamara

PUBLIC WORKS AND COMMUNITY DEVELOPMENT
Belinda Denies



BID DOCUMENTS AND SPECIFICATIONS

FOR

ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372

KEY RFP DATES:

Issue Date:	April 15, 2025
Mandatory Pre-Bid Meeting:	April 29, 2025 at 1:30 pm
Deadline for Questions:	May 2, 2025
Proposal Due Date:	May 13, 2025
Award of Contract:	June 3, 2025

April 2025

CITY OF LA PALMA

**Community Services Department
7821 Walker Street
La Palma, California 90623-1771**

BID DOCUMENTS AND SPECIFICATIONS

FOR

ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372

Approved By:

Douglas Benash, City Engineer
R.C.E. No. C 53935
Expires 12/31/2025

Date

CITY OF LA PALMA
ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372

**INDEX TO
CONTRACT DOCUMENTS**

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Attachment "A" – Residential Zone 4 Vicinity Map

CITY OF LA PALMA

NOTICE INVITING BIDS

ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372

NOTICE INVITING BIDS: Sealed proposals will be received at the office of the City Engineer, La Palma, California, until **10:00 AM on Tuesday, May 13, 2025** for furnishing of all labor, materials and equipment for **ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372.**

All prospective contractors are to register through OpenGov, complete the required documents, complete the pricing table and review all attachments through OpenGov for the bid submittal. HARD COPY BID SUBMITTALS WILL NOT BE ACCEPTED.

The Bids shall be submitted through the OpenGov Portal to the City Engineer, City of La Palma for the **ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372 to be opened on Tuesday, May 13, 2025 at 10:00 AM.** The proposals will be opened through OpenGov and read aloud in the office of the City Engineer at the aforementioned time on the aforementioned date. Any proposals received after the aforementioned time on the aforementioned date shall be returned unopened.

DESCRIPTION OF WORK: The work includes the placement of Slurry Seal Type II in residential zone 4 with weed abatement, crack sealing and replacing all striping, legends and markings.

SUBSTITUTIONS: Contractors requesting to offer substitutions shall provide all product substitutions five (5) days prior to bid for consideration by the City prior to Bid. Substitutions will not be considered by the City after bids have been received.

COMPLETION OF WORK: The project shall be completed within **“FORTY-FIVE (45)”** consecutive working days (Monday – Friday), beginning on the date stipulated in the written Notice-to-Proceed issued by the City Engineer. Failure to complete the Work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, in the amount set forth in the Information for Bidders.

MANDATORY BIDDERS CONFERENCE: All bidders must attend a bidder’s conference on **April 29, 2025 at 1:30 p.m.**, to be held at La Palma Community Center Fan Palm Room at 7821 Walker Street, La Palma, CA 90623. **All proposals received from Bidders not in attendance at the Bidders Conference shall be deemed non-responsive and shall be rejected. Deadline for all RFI’s/Questions is May 2, 2025 by 4:00 pm.**

OBTAINING PLANS AND SPECIFICATIONS: Plans, Specifications, and any project addenda are available for download on the city’s website, www.cityoflapalma.org. All prospective bidders are responsible for checking the City’s website for the issuance of any project addenda prior to the bid opening for inclusion as part of the bid proposal. Due to the

posting of the documents on the city website, the City no longer maintains a plan holder list. For project information, please contact the office of the City Engineer at (714) 690-3310.

BONDS: Pursuant to the Instructions to Bidders, each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of **ten percent (10%)** of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **labor and material bond** in the amount of **one hundred percent (100%)** of the total bid price.

SUBSTITUTION OF SECURITIES: The Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

WAGE RATES: As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which Work is scheduled to be performed. Copies of the wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the La Palma City Hall, 7822 Walker Street, La Palma, California, and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

CONTRACTOR'S LICENSE: In accordance with the provisions of California Public Contract Code Section 3300, the City requires that the bidder possess the following classification of contractor's license at the time that the bid proposal is submitted: Class **A**. If the license classification specified hereinabove is that of a "specialty contractor" as defined in Section 7058 of the California Business and Professions Code, the specialty contractor awarded the Contract for this Work shall itself construct a majority of the Work, in accordance with the provisions of California Business and Professions Code Section 7059. Each bidder shall clearly write or type their contractor's license number on the outside of the bidding envelope.

CONTRACTORS REGISTRATION: In accordance with the provisions of Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal or (b) engage in the performance of this Work, unless currently registered and qualified to perform the Work pursuant to Labor Code Section 1725.5.

COMPLIANCE MONITORING AND ENFORCEMENT: Contractor's performance of the Work described in this Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

EQUAL OPPORTUNITY: The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

CITY'S RIGHTS RESERVED: The City of La Palma reserves the right to reject any and all proposals or bids, including the bid of a bidder who has been delinquent or unfaithful in any former contract with the City of La Palma, or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good. No bidder may withdraw his or her bid for a period of sixty (60) days after the date from the opening thereof.

DATED: April 15, 2025

CITY OF LA PALMA, CALIFORNIA

By:

Belinda Denies
Public Works and Community
Development

CITY OF LA PALMA
INSTRUCTIONS TO BIDDERS
ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372

CONTRACT DOCUMENTS: The Contract Documents consist of the Notice Inviting Sealed Bid; Information for Bidders, Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Noncollusion Declaration to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; the Faithful Performance Bond, the Labor and Material Bond, Escrow Agreement for Security Deposits in Lieu of Retention; the Workers' Compensation Certificate, the General Provisions, Special Provisions and the Technical Provisions; the Specifications and the Drawings mentioned therein, and any Addenda issued by the City with respect to the foregoing prior to the opening of bids. Also included shall be any and all Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

PROJECT LOCATION DESCRIPTION: The project consists of One (1) major project areas:

1. Residential Maintenance Zone 4 (See Attachment "A")

The Engineer's Estimate to complete ALL project areas is \$275,000.

PREPARATION OF BIDS: All proposals under these Contract Documents shall be submitted on the blank forms, which may be obtained at the office of the City Engineer of the City of La Palma, 7821 Walker Street, La Palma, California 90623. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. The signatures of all persons signing the Bid shall be in longhand. Prices, working and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the Bidder. In the event that the Bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership.

FORM AND DELIVERY OF BIDS:

All prospective contractors are to register through OpenGov, complete the required documents, complete the pricing table and review all attachments through OpenGov for the bid submittal. HARD COPY BID SUBMITTALS WILL NOT BE ACCEPTED.

The Bids shall be submitted through the OpenGov Portal to the City Engineer, City of La Palma for the **ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372 to be opened on Tuesday, May 13, 2025 at 10:00 AM.** The proposals will be opened through OpenGov and read aloud in the office of the City Engineer at the aforementioned time on the aforementioned date. Any proposals received after the aforementioned time on the aforementioned date shall be returned unopened.

The bid must be received on or before the time set forth in the Notice Inviting Bids for the opening of bids. The envelope shall be plainly marked in the lower left had corner with the bidder's name and contractor's license number, the Contract designation and the date and time for the opening of bids. It is the Bidder's sole responsibility to ensure that its Bid is received prior to the scheduled closing time for receipt of Bids. In accordance with Government Code Section 53068, any Bid received after the scheduled closing time for receipt of Bids shall be returned to the Bidder unopened. At the time set forth in the Notice Inviting Bids for the opening of bids the sealed Bids will be opened and read aloud at the City Office.

CONTRACTOR'S REGISTRATION: In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal on or after March 1, 2015, or (b) engage in the performance of this Work after April 1, 2015, unless currently registered and qualified to perform the Work pursuant to Labor Code Section 1725.5.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered. The City reserves the right to reject any and all Bids.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the Bidder or his or her duly authorized representative and is filed with the City Engineer prior to the scheduled closing time for receipt of Bids. No proposal may be withdrawn during the period of sixty (60) days after the opening of proposals. Pursuant to Section 5100, et seq., of the California Public Contract Code, the Bidder shall notify the City within five (5) calendar days after the opening of bids of the mistake, specifying in the notice how the mistake occurred, in case of a mistake in the bid submitted by the Bidder.

PROPOSAL GUARANTEE: Each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of ten percent (10%) of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a labor and material bond in the amount of one hundred percent (100%) of the total bid price. The bidder

whose proposal is accepted must enter into a contract within fifteen (15) days after written notice of the award and furnish the necessary bonds and insurance as hereinafter provided. In case of refusal or failure to enter into said contract, the cash, check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amount are for the purpose of comparison of bids only.

INTERPRETATION AND ADDENDA: Each Bidder shall promptly and in writing, notify the City of any conflicts, errors, omissions, ambiguities or discrepancies found in the bidding documents. Addenda may be issued to modify the Contract Documents as deemed advisable by the City. Addenda will be posed or delivered to all parties recorded by the City as having received the contract Documents. No addenda will be issued later than seven (7) calendar days prior to the date for receipt of bids, except an Addendum, if necessary, postponing the date and time for receipt of bids or withdrawing the request for bids. Full consideration shall be given to all Addenda in preparation of Proposals, as Addenda form a part of the Contract Documents. Bidders shall verify the number of Addenda issued, if any, and acknowledge the receipt of all Addenda in the Bid. Failure to so acknowledge may cause the Bid to be rejected.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder" bound herein. No proposal for this work will be accepted from a Contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for Contractors shall apply also to subcontractors.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the Contract Documents therefor. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality and quantity of materials to be furnished; and as to the requirements of the Contract Documents, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefore.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be

considered in future proposals.

RETURN OF PROPOSAL GUARANTEES: Within ten (10) days after award of the contract, the City will return the proposal guarantees accompanying such of the proposals as are not considered in making the award. All other proposal guarantees will be held until the contract has been finally executed. They will then be returned to the respective bidders whose proposals they accompany.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest cost and the contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these Contract Documents. The award, if made, will be made within sixty (60) days after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his or her bid. The City reserves the right, after opening bids, to reject any and all bids, to waive any informality in a bid, to make awards in the interest of the City, and to reject all other bids.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the Agreement provided in the Contract Documents, and shall secure all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guarantee shall be likewise forfeited to the City. The work may then be re-advertised.

INSURANCE AND BONDS: The Contractor shall comply with the insurance requirements in the General Provisions which are incorporated herein by this reference. The Contractor shall not commence work under the contract until he or she has secured all insurance and bonds required under the Contract Documents, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained. All insurance issued in compliance with this section shall be issued in the form, and by an insurer or insurers, satisfactory to and first approved by the City in writing.

The Contractor shall maintain adequate workers' compensation insurance under the laws of the State of California for all labor employed by him or her or by any subcontractor under him or her who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract, the Contractor shall provide the certificate regarding workers' compensation insurance as indicated in Page I-1 of these Contract Documents.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds guaranteeing faithful performance by the Contractor of all requirements under these Contract Documents and upon the payment of claims of material, persons and

laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. No bond will be accepted unless it conforms substantially to the forms furnished by the City, which are bound herein, and is properly filled out and executed.

All surety companies shall be admitted surety insurers and shall comply with the provisions of Code of Civil Procedure Section 995.630.

EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his or her construction experience and his or her organization and plant facilities available for the performance of the contract.

LISTING OF SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following). The form entitled "Information Required of Bidders" shall be used for this purpose.

WAGE RATES: The Contractor and/or subcontractor shall pay wages at rates not less than those adopted pursuant to the Labor Code of the State of California as indicated in the "Notice Inviting Sealed Bids."

SAFETY PERMIT: The City will not perform safety inspections for this Project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time of execution of these Contract Documents, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereafter referred to as the "Standard Specifications") which is incorporated herein by this reference. The Contractor shall have at the work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders (if applicable to the Project), and General Industry Safety Orders issued by the State Division of Industrial Safety.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "Construction Permit" from the City of La Palma's Engineering Department, said permit being a "no-fee" permit.

In addition to the requirements above noted, the Contractor and all subcontractors shall possess a valid **City of La Palma Business License** at the time of application for the Construction Permit and for the duration of the contract.

PROPOSAL FORM

FIRM
NAME: _____

ADDRESS: _____

TELEPHONE: _____

FOR

ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372

FOR

CITY OF LA PALMA, CALIFORNIA

(One copy shall be completed and submitted as the bid;
the other shall be the bidder's file copy.)

PROPOSAL FOR

ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LA PALMA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore, in accordance with the plans and specifications therefore, known as **ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372** which are on file in the office of the City Engineer of the City of La Palma; and the undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the City Engineer of the City of La Palma, duly appointed for said work in the matter of **“ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372”** on file in the office of the City Engineer of the City of La Palma, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices, to wit:

BID ITEM – RESIDENTIAL ZONE 4

BID ITEM NO.	UNIT QTY	ITEMS UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
1.	LS 1	Mobilization and Traffic Control _____	\$ _____	\$ _____
2.	LS 1	Storm Water Pollution Prevention Plan (SWPPP/BMP) _____	\$ _____	\$ _____
3.	LS 1	Crack Seal and Weed Sterilant – Residential Zone 4 _____	\$ _____	\$ _____
4.	SF 95,040	Install Slurry Seal [Type II] – Residential Zone 4 _____	\$ _____	\$ _____

BID ITEM NO.	UNIT QTY	ITEMS UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
5.	LS 1	Cul-De-Sac, Bulbs, 1.5” Grind - Residential Zone 4 _____SF	\$ _____	\$ _____
6.	LS 1	Cul-De-Sac, Bulbs, 1.5” AC Paving – Residential Zone 4 _____SF	\$ _____	\$ _____
7.	LS 1	Thermo Plastic Traffic Striping, Markings & Signage; Pavement Markers – Residential Zone 4 _____	\$ _____	\$ _____
8.	LS 1	Street sweeper services 30 calendar days after final completion – Residential Zone 4 _____	\$ _____	\$ _____
TOTAL FOR ALL ITEMS IN WORDS: _____			TOTAL FOR ALL ITEMS IN NUMBERS: _____	

<u>TOTAL FOR ALL ITEMS IN WORDS:</u>	GRAND TOTAL FOR ALL ITEMS IN NUMBERS:
Residential Zone 4	

It is understood and agreed that:

The contract will be awarded on the total bid price to the lowest responsible bidder. The City reserves the right to award a contract based on any combination of ALL or DELETED bid items.

1. The Bidder has carefully examined all the Contract Documents which will form a part of the contract; namely, documents consist of Notice Inviting Bids; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Noncollusion Affidavit to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; Faithful Performance Bond; Labor and Materials Bond; Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; and any Addenda issued prior to the submittal of this Proposal. Also included shall be any and all supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.
2. The Bidder has satisfied itself as to the nature and location of the Work and fully informed itself as to all conditions and matters which can in any way affect the Work or the cost thereof.
3. The Bidder fully understands the scope of Work and has checked carefully all words and figures inserted in this Proposal and further understands that the City of La

Palma will in no way be responsible for any errors or omissions in the preparation of this Proposal.

4. The Bidder has given the City Engineer written notice of all omissions, conflicts, errors or discrepancies that the Bidder has discovered in the Contract Documents, and the written resolution thereof is acceptable to the Bidder.

5. The Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Bidder will comply with such provisions of that Code before commencing the performance of this contract if it is awarded to the Bidder.

6. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the City against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

7. The Bidder will execute the Agreement and furnish the required bonds, together with the certification of insurance required, within fifteen (15) calendar days after the award of the Contract.

8. The Bidder will not begin work unless and until all requirements in regard to bonds and insurance have been satisfied, and the Bidder will complete said Work within the period of time specified in the Notice Inviting Bids.

9. If requested by the City, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

10. Prior to and as a condition of entering into an Agreement for the Work scheduled herein on which it submits a bid, the Bidder shall provide the City with proof of the Bidder's and all subcontractors' current registration to perform public work pursuant to Labor Code Section 1725.5.

Attached is a bidder's bond, certified check, or cashier's check No. _____ of the _____ Bank, for _____ Dollars (\$ _____), payable to the City of La Palma, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of La Palma, California. The City Council of the City of La Palma reserves the right to reject any and all bids. The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within fifteen (15) days following written notice of award of contract. All work to be done under this contract shall be completed within the time period set forth in the Notice Inviting Sealed Bids. The bid is submitted in response to the Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the City Council of the City of La Palma heretofore had and taken to date. The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

The undersigned are prepared to satisfy the City Council of the City of La Palma of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

NOW, THEREFORE, in compliance with the Contract Documents and all the provisions stipulated therein, the undersigned, with full cognizance thereof, proposes to perform the entire Project for the prices set forth hereinbefore.

Dated: _____

 Signature of Authorized Officer

 Firm Name

 Print Name

 Title

 Firm Address

 Email Address

CITY OF LA PALMA
BID BOND
FOR
ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372

KNOW ALL PERSONS BY THESE PRESENTS that we _____
_____ as PRINCIPAL (hereinafter referred
to as "Bidder"), and _____ as
SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
(hereafter referred to as the "City") in the penal sum of _____
_____ Dollars (\$_____) (which is
ten percent (10%) of the total amount bid by Bidder to City 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 and
successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Bidder has
submitted a bid to City to perform all work required under the Contract Documents for
the above stated Project, if said Bidder is awarded a contract by said City and within the
time and in the manner required under the heading "Instructions to Bidders," bound with
said Contract Documents, enters into a written contract on the form of "Agreement,"
bound with said Contract Documents, and furnishes the required bonds, to guarantee
faithful performance and payment of labor and material, and furnishes certificates as
evidence of required insurance coverage, then this obligation shall be null and void;
otherwise this obligation shall remain in full force and effect and shall be forfeited to the
City. In the event suit is brought upon this bond by said City and judgment is recovered,
said Surety shall pay all costs incurred by said City in such suit, including reasonable
attorney fees to be fixed by the Court.

[Signatures on following page.]

WITNESS our hands this _____ day of _____, 20__.

(seal)
BIDDER

By:_____
(Name and Title)

(Mailing address of BIDDER)

(NOTARIAL ACKNOWLEDGMENT
OF BIDDER)

(seal)
SURETY

By:_____
(Name and Title)

(Mailing address of SURETY)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

- 1. Address _____
- 2. Telephone & Email Address _____
- 3. Type of Firm _____
(Individual, Partnership, or Corporation)
- 4. Corporation organized under the laws of the State of _____
- 5. Contractor's License No., Class & Expiration Date: _____
- 6. Contractor's DIR Registration Number: _____
- 7. List the names and addresses of all members of the firm or name and titles of all officers of the corporation:

- 8. Number of years experience as a contractor in construction work _____
- 9. List at least three projects completed as of recent date:

Contract Amount	Class of Work	Date Completed	Name, Contract, Phone Number and Email of Owner

10. List the name of the person who inspected the site of the proposed work for your firm: _____

Date of Inspection _____

11. If requested by City, the bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of his or her current financial condition.

12. List the name and address of each subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each such subcontractor. ***The Bidder shall provide proof of each listed Subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code of the State of California.***

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Dated: _____

Signature of Authorized Officer

Print Name

Title

Firm Name

Firm Address

CONTRACTOR'S LICENSE DECLARATION

The undersigned declares that he or she is _____(title)
of _____(firm), the party making the foregoing
Bid (hereinafter, the "Bidder").

1. Bidder's Contractors License No., Class & Expiration Date:

License #'s

2. Bidder acknowledges that Section 7028.15€ of the Business and Professions Code provides as follows:

"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 chapters 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."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at _____ (insert city and state where declaration signed).

Signature

Print Name

BIDDERS CONFERENCE DECLARATION

The undersigned declares that he or she is _____ (Title) of _____ (Firm), the Party making the foregoing bid. Bidder declares that he or she or his or her duly appointed representative attended the Bidders Conference on April 29, 2025 at La Palma Community Center Fan Palm Room at 7821 Walker Street, La Palma, CA 90623.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2025 at _____
(insert City and State where Declaration is signed).

Signature

Printed Name

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on 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 is declaration is executed on _____ [date], at _____ [city], _____ [state].

Name: _____

Title: _____

Signature: _____

(NOTARIAL ACKNOWLEDGMENT)

AGREEMENT

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction ("Agreement"), made and entered into this day of _____, by and between the City of La Palma, a municipal corporation of the State of California, hereinafter referred to as the "City", and [Contractor], hereinafter called and referred to as the "Contractor." The Contractor and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

RECITALS: This Agreement is made and entered into with respect to the following facts:

That City desires to obtain through the Contractor the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Contractor Services").

That the Contractor represents to the City that the Contractor is well qualified to perform the Contractor Services by reason of Contractor's training, expertise, experience, and background.

That the public interest, convenience and necessity require that the City obtain the Contractor Services upon the terms and conditions set forth herein.

That the City and the Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by the Contractor for and on behalf of the City, in accordance with the terms and conditions set forth herein.

SERVICES:

Provision of Contractor Services: During the term of this Agreement, the Contractor shall provide the Contractor Services as set forth in Exhibit "A." Time is of the essence for this Agreement.

Additional Services: If the City desires to add additional services or service locations not specifically described in Exhibit A ("Additional Services"), the City shall notify the Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. The Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Contractor. It is expressly understood by the Contractor that the provisions of this Section 2(b) shall not apply to services specifically set forth in Exhibit "A" or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the services to be provided contrary to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation

therefor. Unless contradictory of this Section 2(b), all provisions in this Agreement applicable to the Contractor's performance of the Contractor Services shall also apply to the Additional Services.

Standard of Performance: In performing the Contractor Services, the Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. To the extent that the Contractor retains subcontractors to perform any portion of any of the Contractor Services, the Contractor has a duty to the City to ensure that the tasks and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Contractor.

Labor, Equipment, Materials: The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement. The Contractor represents that the Contractor Services will be performed by the Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State and local law to perform such tasks and services. The Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. The Contractor shall at all times ensure that all goods, materials, equipment or personal property included within the Contractor Services shall be of good quality, fit for the purpose intended.

Work Site: The Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, the Contractor shall immediately inform the City of such fact in writing and shall not proceed except at the Contractor's risk until written instructions are received from the City Representative.

Independent Contractor: It is understood and agreed that all Contractor Services, and all services, labor, equipment and materials furnished in conjunction therewith shall be furnished by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative (defined below). The City shall have the right to control the Contractor only as to results of the Contractor's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Contractor accomplishes the services performed under this Agreement.

AUTHORITY OF THE CITY REPRESENTATIVE:

City Representative: The "City Representative" shall be [**CITY REPRESENTATIVE**] of the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

Scope of Authority. The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations. The City Representative's decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

TERM OF AGREEMENT: This Agreement shall commence and terminate on the dates set forth in Exhibit "A". However, either Party, at its discretion, shall have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice.

COMPENSATION:

Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit "B".

Invoices. The Contractor shall invoice the City on a monthly basis for all work performed by the Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Contractor during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit "B". Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Contractor has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

Record of Payment. The Contractor shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

LICENSES, PERMITS, APPROVALS, FEES:

The Contractor must possess at the time of commencing work and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

The Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. The Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. The 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 Contractor Services, and shall indemnify, defend and hold harmless the City and City Personnel against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against the City hereunder.

INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting the Contractor's indemnification obligations, the Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. In the event that the Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

Workers' Compensation Insurance (Statutory Limits) and **Employer's Liability Insurance** (with limits of at least \$1,000,000) for the Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, the Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial

general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Contractor's Insurance General Requirements:

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Commercial General Liability, Automobile Liability, and Employer's Liability shall name the City, and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to the City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

All insurance policies shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it.

All insurance policies shall be "occurrence" rather than "claims made" insurance.

All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against the City and City Personnel.

All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by the City.

All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

All insurance policies shall state that the City shall not be liable for the payment of premiums or assessments under the policy.

Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to the City for approval. By way of example, additional insured endorsements shall not be limited to "ongoing operations," exclude contractual liability, restrict coverage to the "sole" liability of the Contractor, or contain any other limitation contrary to this Agreement.

Deductibles: Any deductibles or self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by the City.

Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

Workers Compensation Insurance: The Contractor shall file with City the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement."

In the event the Contractor has no employees requiring the Contractor to provide Workers' Compensation Insurance, the Contractor shall so certify to the City in writing prior to the City's execution of the Agreement. The City and City Personnel shall not be responsible for any claims in law or equity occasioned by

failure of the Contractor to comply with this section or with the provisions of law relating to workers' compensation.

Default of Insurance Requirements: In addition to any other remedies at law or equity the City may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for the Contractor's breach: (1) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (2) that becomes due to the Contractor hereunder, or both, until the Contractor demonstrates compliance with the insurance requirements herein; and/or (3) Immediately terminate this Agreement.

INDEMNIFICATION:

The Contractor shall indemnify, defend with legal counsel approved by the City, and hold harmless the City, City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature ("Claims") arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to Claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The Contractor's obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or City Personnel. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of the Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Contractor's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or withhold shall not act as a waiver of the Contractor's obligation to pay the City any sums the Contractor owes the City.

OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or subcontractors.

NON-DISCRIMINATION: The Contractor shall not discriminate against any employee or applicant for employment because of any impermissible classification pursuant to Federal or State law, including, but not limited to, race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. The Contractor shall incorporate the foregoing provisions in all subcontracts..

PATENTED AND COPYRIGHTED MATERIALS: The Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Contractor under this Agreement. Pursuant to Section 8 herein, the Contractor shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

PREVAILING WAGE REQUIREMENTS:

Public Work: The Contractor hereby expressly acknowledges and agrees that the City has never previously affirmatively represented to the Contractor, its employees or agents in writing or otherwise that the work to be covered under this

Agreement is not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, the Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the City will enforce all penalties required by law for the Contractor’s failure to pay prevailing wages.

Labor Code of California: The Contractor’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

In accordance with Sections 1773 and 1773.2 of the Labor Code, the City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with the City’s principal office and are available to any interested party on request. The Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

The Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ electronic certified payroll reporting (eCPR) system.

Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day’s work hereunder.

Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-Contractors or subcontractors employed by him or her in connection with this Agreement.

Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by the Contractor or any sub-Contractor or subcontractor.

Bidding Eligibility: Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

DIR Monitoring: Pursuant to Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONFLICTS OF INTEREST:

City Personnel. No City Personnel shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

Contractor. The Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor further agrees that while this Agreement is in effect, the Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Contractor to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by the City. In such event, the Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by the City.

NO UNDUE INFLUENCE: The Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee, or agent of the Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee working for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ASSIGNMENT: The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

PERFORMANCE: If the Contractor should neglect to prosecute the work to the City's satisfaction, or, in the City's reasonable discretion, fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may take appropriate action, including but not limited to any of the following: (1) meeting with the Contractor, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Contractor to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of the City's compensation to the Contractor for any unsatisfactory work performed; (4) suspending delivery of work to the Contractor for an indefinite time; (5) making good such deficiencies and deducting the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor; and/or (6) terminating this Agreement. Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

FORCE MAJEURE: Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("Force Majeure Event"). If the Contractor is the

delaying Party, the City 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 such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Contractor's sole remedy shall be an extension of this Agreement pursuant to this section. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

NOT AN AGENT OF THE CITY: The Contractor is an independent contractor. Except as the City may specify in writing, the Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Contractor any authority, express or implied, to bind the City to any obligation whatsoever.

NO BENEFIT TO ARISE TO CITY EMPLOYEES: No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Contractor Services to be performed under this Agreement.

PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City:

City of La Palma
7822WalkerStreet
La Palma, CA 90623
Attn: **[CITY REPRESENTATIVE NAME]**

If to the Contractor:

WARRANTY: The Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. The Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final

acceptance, the Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by the Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, the Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

ATTORNEYS' FEES: In any action or proceeding between the Parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

SEVERABILITY: If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

EXECUTION: The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

NO WAIVER: No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

NO THIRD-PARTY BENEFICIARIES: This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

NON-LIABILITY OF CITY PERSONNEL: No City Personnel 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 its successor, or for breach of any obligation of the terms of this Agreement.

VENUE: Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and the Contractor agrees to submit to the personal jurisdiction of such court.

SURVIVAL: The terms, provisions, representations and certification contained in this Agreement, or inferable therefrom, shall survive the termination of this Agreement and the payment of the compensation hereinabove provided.

SECTION HEADINGS AND SUBHEADINGS: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the entire understanding of the Parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the Parties hereto. The City Representative is hereby authorized to approve amendments to this Agreement to the extent permitted by applicable law.

COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "C", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its Mayor and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF LA PALMA

By: _____
[Mayor or City Manager]

ATTEST:

Kimberly Kenney, CMC
City Clerk

CONTRACTOR

By: _____

[Title]

By: _____

[Title]

APPROVED AS TO FORM:

RUTAN & TUCKER

By: _____
City Attorney, City of La Palma

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
 _____ (hereinafter referred to as "Contractor") as
 PRINCIPAL, and _____
 as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
 (hereinafter referred to as the "City") in the sum of _____
 _____ Dollars (\$_____) (this amount
 being not less than one hundred percent (100%) of the total bid price of the contract
 awarded by the City to the Contractor), 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 and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
 been awarded and is about to enter into the annexed contract with said City for
 consideration of the work under the specification entitled "**ZONE 4 SLURRY SEAL
 PROJECT, CITY PROJECT NO. ST-372**", and is required by said City to give this bond in
 connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the
 covenants and obligations of said contract on his or her part to be done and performed at
 the time and in the manner specified herein, including but not limited to the provisions
 regarding contract duration and liquidated damages, then this obligation shall be null and
 void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above
 obligation shall hold good for a period of one (1) year after the acceptance of the Work by
 the City, during which time if the Contractor shall fail to make full, complete, and
 satisfactory repair and replacements and totally protect the City from loss or damage made
 evident during the period of one (1) year from the date of acceptance of the Work, and
 resulting from or caused by defective materials or faulty workmanship, the above obligation
 in penal sum thereof shall remain in full force and effect. However, nothing in this
 paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall
 continue so long as any obligation of the Contractor remains.

Whenever Contractor shall be, and is declared by the City to be, in default under the
 Contract, the City having performed the City's obligations thereunder, the Surety shall
 promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and
 conditions, and upon determination by Surety of the lowest responsible Bidder,
 arrange for a contract between such Bidder and the City, and make available as
 work progresses (even though there should be a default or succession of defaults
 under the Contract or Contracts of completion arranged under this Paragraph)
 sufficient funds to pay the cost of completion less the balance of the contract price,

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modifications thereto, less the amount properly paid by the City to the Contractor.

Surety expressly agrees that the City may reject any contractor or subcontractor (in accordance with the Contract Documents for this Contract) that may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor. The Surety shall not use the Contractor herein in completing the Contract nor shall the Surety accept a Bid from that Contractor for the completion of the Work if the City, when declaring the Contractor in default, notifies the Surety of the City's objection that that Contractor's further participation in the completion of the Work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of said contract release either said 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 said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 2025.

(seal)
Contractor

(seal)
Surety

By:_____
(Name and Title)

By:_____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
 _____ (hereinafter referred to as "Contractor") as
 PRINCIPAL, and _____
 as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
 (hereinafter referred to as the "City") in the sum of _____
 _____ Dollars (\$_____) (this amount
 being not less than one hundred percent (100%) of the total bid price of the contract
 awarded by the City to the Contractor), 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 and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
 been awarded and is about to enter into the annexed contract with said City for
 construction of the work under the specification entitled, "**ZONE 4 SLURRY SEAL
 PROJECT, CITY PROJECT NO. ST-372**" and is required by said City to give this bond in
 connection with the execution of said contract.

NOW, THEREFORE, if said Contractor, or any subcontractor of said Contractor, fails to
 pay for any materials, equipment, or other supplies, or for rental of same, used in
 connection with the performance of work contracted to be done, or for amounts due under
 applicable State law for any work or labor thereon, or for amounts due under the
 Unemployment Insurance Code with respect to work or labor performed under the
 contract, or for any amounts required to be deducted, withheld, and paid over to the State
 of California Employment Development Department, said Surety will pay the same in the
 amount not exceeding the sum specified above, and, in the event suit is brought upon this
 bond, reasonable attorney fees to be fixed by the court. This bond shall inure to the
 benefit of the City and of any persons, companies, or corporations, or their respective
 assigns, entitled to file claims under applicable State law, including, but not limited to,
 California Civil Code Section 3181.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any
 modification, renewal, or termination of this bond.

PROVIDED, that any alterations in the work to be done, or the materials to be furnished,
 which may be made pursuant to the terms of said contract, shall not in any way release
 either said Contractor or said Surety thereunder nor shall any extensions of time granted
 under the provisions of said contract release either said 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 said City and judgment is recovered, said
 Surety shall pay all costs incurred by said City in such suit, including reasonable attorney
 fees to be fixed by the Court.

[Signatures on following page.]

WITNESS our hands this _____ day of _____, 2025.

_____(seal)
Contractor

_____(seal)
Surety

By:_____
(Name and Title)

By:_____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 reads, in part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Labor Code Section 3700 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.

Signed, this _____ day of _____, 2025.

Name: _____

Title: _____

Signature: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CITY OF LA PALMA

GENERAL PROVISIONS

SECTION 1. INTENT

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Contract Documents is to include all work consistent therewith and reasonably inferable therefrom as being necessary for completion of the contract and to provide a functionally complete Project. The Contract Documents are intended to include all items necessary for the proper execution and completion of the Project. Materials or work described in words that indicate the proper execution and a well-known technical or trade designation shall be held to refer to such recognized standards. It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.

SECTION 2. PRECEDENCE OF CONTRACT DOCUMENTS

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, highest precedence shall be given to the Agreement and decreasing order as follows:

1. Specifications and Drawings
2. Special Provisions
3. Technical Provisions
4. General Provisions
5. Agreement
6. Instructions to Bidders
7. Notice Inviting Sealed Bids
8. Other Contract Documents
9. Standard Specifications (as hereinafter incorporated)

SECTION 3. STANDARD SPECIFICATIONS

The general provisions which shall apply to this contract include the provisions found in Part 1 – General Provisions of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time the Notice Inviting Sealed Bids is signed by the City Engineer, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). Part 1 – General Provisions of the Standard Specifications is incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.

Wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:

- (a) "Agency" means and refers to the City of La Palma, California.
- (b) "Board" means and refers to the La Palma City Council.
- (c) "Engineer" means and refers to the La Palma City Engineer, acting either directly or through authorized agents.
- (d) Other terms appearing in Part 1 – General Provisions of the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.

SECTION 4. LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of deposit in a United States mail depository or of personal delivery to said address. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the City Engineer.

SECTION 5. PAYMENTS

Attention is directed to subsection 9-3 of the Standard Specifications for partial payment and final payment provisions. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

SECTION 6. PAYMENTS TERMINATING LIABILITY

Pursuant to Public Contract Code Section 7100, payment of undisputed contract amounts is contingent upon the Contractor furnishing the City with a written release of all claims against the City and its officials, officers, employees, agents, and volunteers (collectively "City Personnel") arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

Notwithstanding the foregoing, the Contractor's acceptance of undisputed contract amounts shall act as a release of the City and City Personnel from all claims and liability to the Contractor for anything done or furnished for, or relating to, these amounts or for any act or neglect of the City or City Personnel relating to or affecting these amounts, except the claim against the City for the remainder, if any, of the amounts kept or retained as provided in subsection 9-3 of the Standard Specifications, unless the Contractor specifically provides written notice that it accepts said amounts under protest. If the Contractor accepts said amounts under protest, the Contractor shall not deposit said amounts for ten (10) days during which time the City may withdraw the funds.

SECTION 7. MONIES TO BE RETAINED

The Contractor's attention is called to subsection 9-3.2 of the Standard Specifications which sets the payment deduction and retention schedule applicable to the Project. Pursuant to Public Contract Code section 9203, the City shall withhold not less than five percent (5%) of the contract price until final completion and acceptance of the Project.

Notwithstanding the foregoing, the City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expense, losses or damages, as determined by the City Engineer, incurred by the City, for which the Contractor is liable under the Contract Documents.

SECTION 8. RECOVERY OF DAMAGES

The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Contract Documents.

SECTION 9. PROGRESS PAYMENTS

Pursuant to Public Contract Code Section 20104.50, whenever the Contractor properly files a request for payment, and the validity of the claim is not disputed or has been settled or agreed upon, payment of the claim by the City shall include interest at the legal rate set forth pursuant to Section 685.010 of the Code of Civil Procedure if payment has not been made by the thirtieth (30th) day after the proper submission of the claim.

SECTION 10. COMPLETION OF WORK

In the event that the City Engineer shall be of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

SECTION 11. FINAL INVOICE AND PAYMENT

(a) Whenever in the discretion of the City Engineer the Contractor shall have completely performed the contract, the City Engineer shall notify the City that the contract has been completed in its entirety. He or she shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Orange County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the City Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the City Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less five percent (5%) of the total work done.

(b) Pursuant to Public Contract Code section 7107, within sixty (60) days after the filing of the notice of completion of the work, the City shall pay to the Contractor the remaining retained amounts after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the faithful performance bond and the labor and material bond. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

(c) The Contractor may substitute securities for any monies withheld under this section in

compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

SECTION 12. UNPAID CLAIMS

The Contractor's attention is drawn to Civil Code Division 3, Part 4, Title 15, Chapter 4 titled "Stop Notice for Public Work" (beginning with section 3179). The following provisions are to be read consistently with said Chapter 4 and to incorporate said Chapter 4 to the extent applicable. If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract, or that they have agreed to do so, shall timely file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the monies under its control so much of said monies due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City in its discretion permits the Contractor to file an additional bond in a penal sum equal to one and one-fourth times (125%) the amount of said claim, said monies shall not thereafter be withheld on account of such claim. A claimant shall not be entitled to enforce a stop notice unless the claimant shall have given the preliminary twenty (20) day notice in accordance with Civil Code section 3098 if so required by that section. No stop notice will be effective unless it is served before the expiration of thirty (30) days after the recording of a notice of completion or notice of cessation, or if no notice is recorded, ninety (90) days after completion or cessation. The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the provisions of the General Provisions pertaining to "Substitution of Securities."

SECTION 13. ALLOWABLE VARIATIONS

When in the Contract Documents a maximum or minimum either in size, percentage or thickness or relating to quality, character or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed hereby.

SECTION 14. CHANGES IN WORK

All changes in the work shall comply with Section 3 of the Standard Specifications.

When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be in accordance with the General Provisions and subsection 3-3.2.3 of the Standard Specifications.

SECTION 15. MARK-UP

The following markups shall apply for all extra work requested by contract change order:

(a) Work by Contractor:

The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	20%
Materials	15%
Equipment Rental	15%
Other items and Expenditures	15%

To the sum of the costs and markups provided for in this section, one percent (1%) shall be added as compensation for bonding.

(b) Work by subcontractor:

When all or any part of the extra work is performed by a subcontractor, the markup established in section (a) above shall be applied to the subcontractor's actual costs of such work, to which a markup of ten percent (10%) on the first \$2,000.00 of the subcontracted portion of the extra work, and a markup of five percent (5%) on the work added in excess of \$2000.00 of the Subcontracted portion of the extra work may be added by the Contractor.

SECTION 16. INCREASED OR DECREASED QUANTITIES

If the total pay quantity of any item of work varies by more than 25 percent, compensation payable to the Contractor will be determined in accordance with the applicable portions of Section 3 of the Standard Specifications.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the City Engineer's Estimate is less than \$1,500 at the applicable contract unit price, the City Engineer reserves the right to make no adjustment in said price if he or she so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

SECTION 17. PUBLIC UTILITIES

The provisions of Government Code section 4215 are incorporated herein. As required under Section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the 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. The contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities. Notwithstanding the foregoing, the City is not required to indicate the presence of existing service laterals or

appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities.

SECTION 18. TRENCHING

- (a) To the extent that the Project requires trenching or excavations that extend deeper than four (4) feet below the surface, Public Contract Code section 7104 is hereby incorporated and the following provisions shall apply:
 - (i) The Contractor shall promptly notify the City in writing before the following conditions are disturbed: (1) material the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117; (2) subsurface or latent physical conditions at the site differing from those indicated by the City prior to the deadline for submitting bids; and (3) unknown physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the character of the work.
 - (ii) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the Contract Documents.
 - (iii) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- (b) To the extent that the Project involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and requires the excavation of any trench or trenches five (5) feet or more in depth, Labor Code section 6705 is hereby incorporated and the following provisions shall apply:
 - (i) Submission by the Contractor and acceptance by the City or the City Engineer of 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 is required in advance of excavation.
 - (ii) If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 19. UNDERGROUND SERVICE ALERT

Except in an emergency, the Contractor prior to conducting any excavation or resurfacing shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing. Underground Service Alert may be contacted by calling 1-800-227-2600. The Contractor shall also notify the City of La Palma Public Works Department at (714) 690-3310.

In addition to and notwithstanding the foregoing, the Contractor is required to comply with all relevant provisions of Government Code section 4216 *et seq.* and all other laws regarding the relocation or disturbance of utilities. The Contractor's attention is specifically called to Government Code sections 4216.2, 4216.4 and 4216.6.

SECTION 20. LABOR CODE

- (a) Pursuant to applicable provisions of the Labor Code of the State of California, including Labor Code section 1773.2, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of worker needed to execute the work contemplated under the Contract Documents shall be paid to all workers employed on the work to be done according to this contract by the Contractor or any subcontractor and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. The City Engineer has on file the prevailing rate of per diem wages and will furnish the same to any interested party on request. A copy of the prevailing rate of per diem wages must be posted at each job site.
- (b) The provisions of Labor Code section 1776 are incorporated herein. As required under Section 1776, the Contractor and each 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 the public work. 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 sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (c) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices.
- (d) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to City, forfeit not more than \$50 (to be determined by the Labor Commissioner) for each calendar day, or portion

thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Project under the contract by Contractor or by any subcontractor under the Contractor. The Contractor shall be responsible to ensure that all contracts executed between the Contractor and the subcontractor for the performance of work on the Project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

- (e) Pursuant to Labor Code section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- (f) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- (g) Pursuant to Labor Code section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor and each subcontractor is required to secure the payment of compensation to its employees.
- (h) In accordance with Labor Code Section 1771.4, the Contractor shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly (or more frequently is specified in the Special Provisions) in a format prescribed by the Labor Commissioner. The Contractor shall also submit certified payrolls to the Engineer, including certified payrolls for all Subcontractors, at any tier, performing work on the site, regardless of the dollar amount of type of subcontract, if required by the Special Provisions.

SECTION 21. INELIGIBLE SUBCONTRACTORS

Pursuant to Public Contract Code section 6109, the Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code section 1777.1 or 1777.7. Any contract between the Contractor and an ineligible subcontractor for work on the Project is void as a matter of law. Any public money paid to the ineligible subcontractor by the Contractor shall be returned to the City.

SECTION 22. NOTIFICATION OF THIRD PARTY CLAIMS

The City and the Contractor shall each notify the other of the receipt of any third-party claims relating to the contract. This notification shall be made in writing within one (1) week from the receipt of the third-party claim.

SECTION 23. CLAIMS

This section shall apply to claims of \$375,000 or less arising between the City and the Contractor under this contract.

- (a) Pursuant to Public Contract Code Section 20104 *et seq.*, which is incorporated herein, the claim shall be in writing, include the documents necessary to substantiate the claim, and be filed with the City on or before the date of the final payment for the work. If the claim is less than \$50,000, the City shall respond in writing to the claim within 45 days of its receipt; or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the claim is over \$50,000, the City shall respond in writing to the claim within 60 days of its receipt, or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

- (b) If the Contractor disputes the City's written response, or if the City fails to respond within the prescribed time, to the claim, the Contractor may notify the City in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the City shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, *et seq.* For purposes of this paragraph, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the claim until the time such claim is denied, including any period of time utilized by the meet and confer conference.
- (c) The following procedures shall apply to any civil action filed pursuant to this section.
 - (i) Nonbinding Mediation - Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the

mediation unless a time requirement is extended upon a good cause showing to the court.

- (ii) Judicial Arbitration - If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, *et seq.*, of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedure of Code of Civil Procedure Section 2016.010, *et seq.*, shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, *et seq.*, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.
- (iii) Interest on Award or Judgment - In any suit filed pursuant to this section, the City shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

All claims not subject to this section must be presented to the City pursuant to Government Code section 910 *et seq.* The City shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City shall be a prerequisite to the institution of any legal proceeding challenging the action(s) of the City.

SECTION 24. SUBSTITUTION OF SECURITIES

The provisions of Public Contract Code section 22300 are incorporated herein. At the request and expense of the Contractor, securities equivalent to any amount withheld by the City to ensure performance under the contract shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor. The Contractor shall bear all of the expense of the City and the escrow agent in connection with the establishment of an escrow account, the deposit of qualified securities into the escrow account, all statements and accounting relating to the escrow account, and the maintenance of the escrow account.

Securities eligible for investment under this section include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The Contractor shall, upon written notification to the City that the Contractor intends to open an escrow account with an escrow agent to deposit qualified securities as a substitute for retention of Contractor earnings required to be withheld by the City, notify the Surety in writing of such intention, and furnish the City with the written consent of the Surety to the utilization of such escrow account in lieu of periodic retention.

SECTION 25. ADDITIONAL SURETY

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the City Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the City Engineer within fifteen (15) days after notice, and in default thereof the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

SECTION 26. LIABILITY AND INDEMNIFICATION

The City and its officers, employees, agents, representatives, and the Engineer shall not be answerable or accountable in any manner, either individually or collectively for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Project. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work, except the active negligence, willful misconduct of City, its agents, servants or independent contractors who are directly responsible to the City.

Contractor shall indemnify the City, the Engineer, and the respective City Councils, officers, employees, agents and representatives, against, and hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the Project, operation or activities of Contractor, its agents, employees, subcontractors or invitee, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, its officers, directors, employees, agents, representatives, or the Engineer, but not to the extent such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of the City or City Personnel or independent contractors who are directly responsible to City; and in connection therewith:

- (a) Contractor shall defend any action or actions filed in connection with any of such claims, damages, penalties, obligations or liabilities, and shall pay all costs and expenses, including attorneys' fees, incurred in connection therewith.
- (b) Contractor shall promptly pay any judgment rendered against Contractor or the City or City Personnel or independent contractors who are directly responsible to City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder, and Contractor shall save and hold the City harmless there from.

- (c) In the event the City is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the work, operation or activities of Contractor hereunder, Contractor shall pay to the City any and all costs and expenses incurred by the City in such action or proceeding, together with reasonable attorneys' fees. If the City is so named as a party to any such action, the City can elect to be represented by counsel of its choosing and Contractor shall be responsible to reimburse the City for all reasonable fees and costs associated with that representation.
- (d) So much of the money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

SECTION 27. PERSONAL LIABILITY

Neither the City, the City Engineer, nor City Personnel shall be personally responsible for any liability arising under the Contract.

SECTION 28. LEGAL ACTIONS AGAINST THE CITY

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable, the provisions of this section shall apply:

- (a) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.
- (b) If, pursuant to court order (other than an order to show cause), the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- (c) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

SECTION 29. INSURANCE

The Contractor shall not commence work under the Contract Documents until it has secured all types and amounts of insurance required under the Contract Documents, nor shall it allow any subcontractor to commence work on its subcontract until any such

subcontractor has obtained the same insurance required of the Contractor under the Contract Documents. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of Project until a notice of completion is issued by the City Engineer, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the City. The provisions of this Section 29 replace the provisions of Standard Specifications subsection 7-3.

- (a) Insurance Coverage Required: Contractor shall provide the following types and amounts of insurance.
 - (i) Commercial General Liability Insurance. Contractor shall use Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than Three Million Dollars (\$3,000,000.00) per occurrence for all covered losses and no less than Five Million Dollars (\$5,000,000.00) general aggregate.
 - (ii) Workers' Compensation. Contractor shall use a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than One Million Dollars (\$1,000,000.00) per accident for all covered losses.
 - (iii) Business Auto Coverage. Contractor shall use ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than One Million Dollars (\$1,000,000.00) per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
 - (iv) Excess or Umbrella Liability Insurance (Over Primary). If excess or umbrella liability insurance is used to meet limit requirements, Contractor shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs

payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors, or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

(b) Contractor's Insurance General Requirements:

- (i) Shall be issued by an insurance company that is an admitted carrier in the State of California and maintains a Secure Best's Rating of "A-" or higher; unless otherwise approved by the City;
- (ii) Commercial General Liability, Business Auto Coverage and Excess or Umbrella Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively "City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City or City Personnel. All insurance provided hereunder shall include the appropriate endorsements.
- (iii) Shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.
- (iv) Shall be "occurrence" rather than "claims made" insurance.
- (v) Shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.
- (vi) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.
- (vii) Shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.
- (viii) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of the Agreement by City.

(d) Evidence of Coverage: The Contractor shall furnish the City with endorsed certificates of insurance demonstrating the coverage required by this

Section which shall be received and approved by City not less than five (5) working days before work commences.

SECTION 30. INTEGRATION

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification. Contractor hereby acknowledges that no oral statement can be reasonably relied on and shall not be relied on for any equitable claim.

The Contract Documents represent the entire understanding of the City and the Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

SECTION 31. INDEPENDENT CONTRACTOR STATUS

The City hereby engages Contractor as an independent contractor for the sole purpose of performing the work related to the Project. Contractor shall perform the services on the terms and conditions set forth herein. Contractor is an independent contractor, and nothing in this Contract or in the relationship between the City and the Contractor shall constitute a partnership, joint venture, agency or any other similar relationship.

SECTION 32. SALES AND/OR USE TAXES

Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder, shall be paid by the Contractor.

SECTION 33. RECOVERY OF ANTI-TRUST CLAIMS

In submitting a bid to the City, the Contractor offers and agrees that if the bid is accepted, it will assign to the City 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 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

SECTION 34. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the City. The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract unless by and with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the

contract or its right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever. In such event the contract may, at the option of the City, be terminated, revoked and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any purported assignment of the contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the City. If the City consents to any assignment of the contract, or any part thereof, and the contract or part thereof is in fact assigned, all rights and obligations under the Contract Documents will be of full force and effect as to both the Contractor as Assignor and the Contractor's Assignee unless the City agrees otherwise in writing.

SECTION 35. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The California Environmental Quality Act may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations applicable to the work, in conformance with the requirements in said California Environmental Quality Act, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

SECTION 36. PUBLIC SAFETY AND PUBLIC PROTECTION

The attention of the Contractor is directed to subsection 7-10.4 of the Standard Specifications and is cautioned that the Standard Specifications apply to demolition and/or removal work as well as construction work. Strict compliance with State and local safety requirements will be enforced.

The Contractor is required to make whatever the provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his or her operation warrant to protect the public from danger, loss of life or loss of property, which would result from interruption of or contamination to the public water supply, interruption of other public utility services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly to protection of work under this contract.

Whenever, in the opinion of the City Engineer, an emergency exists as a result of the Contractor's activity that threatens public safety, utilities and adjacent structures or property, immediate action shall be considered necessary in order to protect or property, the City Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act within a reasonable time, the City Engineer may provide suitable protection by causing such work to be done and material to be furnished as deemed reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor.

SECTION 37. TERMINATION

The City may terminate the contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the proceeding under the contract is prevented by law, an act of God, or an official action of a public authority. Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (a) The City Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City Engineer, the Contractor shall:
 - (i) Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
 - (ii) Perform work the City Engineer deems necessary to secure the Project for termination.
 - (iii) Remove equipment from the site of the work.
 - (iv) Take such action as is necessary to protect materials from damage.
 - (v) Notify all subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City Engineer.
 - (vi) Provide the City Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the City Engineer may request.
 - (vii) Dispose of materials not yet used in the work as directed by the City Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

- (viii) Subject to the prior written approval of the City Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the City Engineer, the Contractor shall assign to the City all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
 - (ix) Furnish the City Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
 - (x) Take such other actions as the City Engineer may direct.
- (b) The total compensation to be paid to the Contractor following termination shall be determined by the City Engineer on the basis of the following:
- (i) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the Project for termination. Reasonable cost will include a reasonable allowance for Project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the City Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

- (ii) A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the City Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.
- (iii) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the City Engineer.
- (iv) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract. All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the

City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

- (v) After acceptance of the work by the City Engineer, the City Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.
- (c) Acceptance of the terminated contract as specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - (i) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the City Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.
 - (ii) The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
 - (iii) When the City Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the Project for termination, he or she will recommend that the City Engineer formally accept the contract, and immediately upon and after such acceptance by the City Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the Project by the City Engineer.
- (d) The provisions of this Section 37 shall be included in all subcontracts.

SECTION 38. MAINTENANCE AND GUARANTEE

- (a) The Contractor hereby guarantees that the entire work constructed by him or her under the contract will meet fully all requirements of the Contract Documents and the Standard Specifications incorporated herein as to quality of workmanship and of materials furnished by him or her. The Contractor hereby agrees to make at his or her own expense any repairs or

replacements made necessary by defects in materials or workmanship supplied to him or her that become evident within one (1) year after the date of final payment, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to indemnify and hold the City and City Personnel harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the City Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his or her surety shall be liable to the City for the cost thereof.

- (b) The guarantees and agreements set forth in subsection (a) hereof shall be secured by a surety bond which shall be delivered by the Contractor to the City before the notice of completion and acceptance of the work by the City Engineer, as provided in subsection 6-8 of the Standard Specifications. Said bond shall be in an approved form by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of one hundred percent (100%) of the contract. Said bond shall remain in force for a period of one (1) year after the date of said notice of completion and acceptance. Instead of providing such a bond as described above, the Contractor may, at his or her option, provide for the faithful performance bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period.

SECTION 39. LIQUIDATED DAMAGES

Subsection 6-9 of the Standard Specifications is hereby amended as follows:

- (a) Failure of the Contractor to complete the work within the time allowed 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 consecutive calendar day in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of eight hundred dollars (\$800.00).

Execution of the contract under these specifications shall constitute agreement by the City and Contractor that eight hundred dollars (\$800.00) per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the contractor if such delay occurs.

- (b) In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contractor all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly

chargeable to the Project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be in addition to the payment of liquidated damages.

SECTION 40. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract Documents, which is not so inserted, shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

SECTION 41. MISCELLANEOUS PROVISIONS

- (a) Governing Laws: The Contract Documents shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.
- (b) No Waiver: The waiver by any party of a breach of any provision of the Contract Documents shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.
- (c) Attorneys' Fees: If any legal action is necessary to enforce or interpret the terms of the Contract Documents, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs, and necessary reimbursements in addition to any other relief to which said party may be entitled.
- (d) Authority to Execute: The persons executing the Contract Documents on behalf of each party warrant that he/she is duly authorized to execute and deliver the Contract Documents on behalf of the respective party for whom he/she signs, and that by so executing the Contract Documents, each party is bound by the provisions of the Contract Documents.
- (e) Severability: If any term, provision, covenant or condition of the Contract Documents is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of the Contract Documents shall not be affected thereby, and each term, provision, covenant or condition of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.
- (f) No Third-Party Rights: Except for rights expressly set forth in the Contract Documents, execution and delivery of the Contract Documents shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to any person or entity other than each other and their respective affiliates.

- (g) Headings: The headings in the Contract Documents are for convenience of reference only, and shall not limit or otherwise affect the meaning of the Contract Documents.
- (h) Modifications and Communications: Neither the Contract Documents nor any provision hereof may be changed, waived, discharged or terminated orally or in writing, except that any provision of the Contract Documents may be amended by a writing signed by the parties, and the observance of any provision of the Contract Documents may be waived (either generally or in a particular instance in either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted. Any action, including but not limited to any request, approval, change in work request, extension request, and any communication, called out for by the Contract Documents shall only be binding on the respective parties if made a writing signed by the parties consistent with the terms of the Contract Documents.

**CITY OF LA PALMA
SPECIAL PROVISIONS
FOR**

ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372

I. GENERAL

- A. **STANDARD SPECIFICATIONS:** All work embraced herein shall be accomplished in accordance with the Technical Parts of the Standard Specifications for Public Works Construction, latest edition plus any supplements, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). For purposes of the Special Provisions, "Technical Parts" refers to all parts of the Standard Specifications other than Part 1 – General Provisions. The Contractor's attention is drawn to the fact that the latest edition (not the latest edition at the time the Notice Inviting Sealed Bids is signed by the City Engineer) of the Technical Parts of the Standard Specifications applies to the Project. The Technical Parts of the Standard Specifications are incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Technical Parts of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.
- B. **DEFINITION OF TERMS:** For purposes of the Special Provisions, wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:
1. "Agency" - The City of La Palma, California.
 2. "Board" - The La Palma City Council.
 3. "Engineer" - The La Palma City Engineer, acting either directly or through authorized agents.
 4. Other terms appearing in the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.
- C. **PROJECT PLANS:** The location of the work, its general nature, extent, form and detail of the various features are shown on drawings, schedules, and standard plans, bound herein accompanying and made a part of these provisions.
- D. **WATER POLLUTION:** The contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt, or other materials from entering the surface drainage structures of the adjoining streets and the underground storm drainage system.

Prior to commencement, the contractor shall provide, in detail, his or her method and

procedure to assure that it will comply with the current NPDES requirements of "Stormwater Pollution Prevention Plan". (SWPPP) and/or "Water Quality Management Plan" (WQMP).

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereof.

- E. SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

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

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

II. PUBLIC CONVENIENCE AND SAFETY

- A. GENERAL: In addition to the requirements specified in Subsection 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual on Uniform Traffic Control Devices".
- B. SAFETY DEVICES: Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense. Should the City Engineer point out the inadequacy of warning and protective measures, such action on the part of the City Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

Prior to beginning any construction, the Contractor shall furnish the City Engineer with emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the City Engineer within 2 hours.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$100 per call-out plus \$50 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

The Contractor shall remove any unnecessary traffic control devices from the work area in a timely manner. Should the Contractor fail to comply, upon notice from the City, within two (2) hours, City Staff will remove the devices and back-charge the Contractor at the rate of \$100.00 per instance requiring the City to complete a removal. These charges will be withheld from payments due the Contractor.

The Contractor shall, overnight and on weekends, monitor the condition of his or her traffic control devices for proper placement and safety. Should the City be notified of improper placement of these devices, the City Staff will make necessary corrections and back-charge the Contractor at the rate of \$100.00 per instance. These charges will be withheld from payments due the Contractor.

- C. TRAFFIC BARRICADE: The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the Project as specified in Subsection 7-10 of the Standard Specifications, or as directed by the City Engineer. On major streets, traffic maintenance shall conform to the provisions in Section 7-10.2, and these Special Provisions.

The Contractor shall prepare traffic control plans (TMPs) for approval from the City Engineer.

Cost for barricading, traffic control, TMPs shall be included in the bid price under Contract Item "Mobilization and Traffic Control" or under individual items and no additional compensation shall be made therefore.

- D. TRAFFIC AND ACCESS: The Contractor shall provide safe and continuous passage for pedestrian and vehicle traffic at all times. Emergency vehicles shall be permitted to pass through the work area without delay at all times.

The Contractor shall provide and maintain all necessary flagmen, barricades, delineators, signs, flashers, and any other equipment as set forth in the Work Area Traffic Control Handbook (W.A.T.C.H.) prepared by the Southern California Chapter of the American Public Works Association, latest edition, or the State of California

Department of Transportation “Manual of Warning Signs, Lights and Devices for use in Performance of Work Upon Highways”, latest edition; or as required by the City Engineer to insure safe passage of traffic.

The minimum taper allowed for transitional traffic from one lane to another shall be as follows:

<u>TRAFFIC SPEED (mph)</u>	<u>TAPER LENGTH (ft.)</u>
25	150
30	200
35	250
40	350
45	550
50	600

- E. LANE CLOSURES: Lane closures will not be permitted before 8:30 a.m. or after 4:30 p.m. in the arterial and secondary streets, and before 7:30 a.m. or after 4:30 p.m. in the local/residential streets, unless a request, in writing, has been received and approved by the City Engineer at least 72 hours in advance of the work.

No work shall commence prior to, or after the aforementioned hours.

The Contractor shall pay the Agency the sum of \$100 for every 15 minute interval, or portion thereof, whenever traffic lanes are closed or work commence and/ or continue other than as specified above, which the parties agree is a reasonable estimate of the cost the Agency shall incur because of any interference in traffic flows caused by the Contractor. No overnight lane closure shall be permitted without prior approval of the Agency.

The Contractor shall use flashing arrow signs for lane closures unless otherwise authorized by the City Engineer in advance of the work. Trench plates shall be of the non-skid type and shall be pinned to prevent movement. The plates shall be ramped with temporary AC.

- F. REMOVAL OF OFFICIAL SIGNS: In accordance with the requirement of Section 21464 of the Vehicle Code of the State of California, no person shall without lawful authority remove any official traffic control devices, guidepost or signpost placed or erected as authorized or required by law. Therefore, any such existing traffic control device, guidepost, or signpost located within alignment of or interfering with the new construction work required herein, shall not be removed or relocated without first obtaining permission to do so from the City Engineer.
- G. NOTIFICATION OF AFFECTED RESIDENCES AND BUSINESSES: Written notification shall be provided to residences and businesses fronting the Project alignment. Notify these parties 72 hours in advance of construction that will affect these properties. Door hangers or other means of notification shall be submitted to and approved in advance by the City Engineer.

III. **SITE CLEANING**

All debris resultant from the Contractor's excavation or construction operation shall be removed from the site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer. All materials removed shall be disposed of outside of the right-of-way, which shall be left with a clean and finished appearance.

Contractor shall not permit the adjacent property, public or private, to become dirty and unsightly because of work under this contract. All equipment necessary to provide dust control shall be included in the unit contract prices bid for the project.

IV. **NOTIFICATION OF AGENCIES**

The following entities shall be notified at least **72 hours in advance** of any street closure or restriction to access by the Contractor. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

1. City Engineer
2. Fire Department
3. Police Department
4. Disposal & Street Sweeping Companies
5. Post Office
6. Affected School Districts
7. Residents within Project area
8. Any others that are determined by the City Engineer, as necessary to be notified.

V. **CONSTRUCTION YARD**

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City Engineer.

When storage sites are located on private properties, the Contractor shall be required to submit to the City Engineer written approval from the record owner authorizing the use of his or her property by the Contractor.

VI. **SANITARY CONVENIENCE**

Necessary sanitary facilities for the use of workers on work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced by the Contractor.

VII. **CONFERENCE**

The Contractor shall arrange for a pre-construction conference with the City Engineer and City Staff, which shall be held a minimum of five (5) working days prior to commencement of any work. The Contractor shall have his or her equipment available for inspection by the City Engineer at the time of the pre-construction conference.

VIII. PAYMENT

The lump sum or unit price paid for contract bid items shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals for constructing complete in place, as shown on the Plans, in these specifications, or as directed by the City Engineer.

IX. DAMAGE

Should any work under this contract damage or cause to be damaged any item or items not scheduled to be removed, such items shall be restored to their original condition and position, or shall be replaced, all at the Contractor's expense. All repairs or replacements shall be performed to the satisfaction of the Engineer.

X. WAGE RATES

Contractors are obligated to pay prevailing wages to persons employed by them for work under this contract. The contractor is required to keep all necessary records and documentation and prepare any required reports to verify that prevailing wages are paid in accordance with the State laws.

XI. "AS-BUILT" PLANS

The Contractor is required to submit to the City Engineer "As-Built" mark-up plans prior to final acceptance of the work. The plan shall indicate in red all deviations from the contract plans.

CITY OF LA PALMA

TECHNICAL PROVISIONS

ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372

Description of Work

The scope of work in general consists of the following operations Zone 4, the Area bounded by Houston Dr, Walker St (between Houston Dr and Thelma Ave), Moddy St (from Shirley Dr to Houston Ave). it also included Laurelwood Ln (from Marview Dr to Blairwood Dr) and Residential Maintenance Zone 4, as shown on the map in Attachment "A" respectively in the City of La Palma as shown in these specifications and project plans.

- Apply weed sterilant
- Seal-fill pavement cracks
- Slurry Seal Pavement with Type II Slurry Mix
- Thermo Plastic Traffic Striping, Signage and Pavement Markings; Pavement Markers
- Street sweeper services 30 calendar days after final completion

The work also includes, Grind and Overlay several Cul-De-Sacs.

UNCLASSIFIED EXCAVATION

Unclassified excavation shall conform to the provisions in Section 300 of the Standard Specifications and these Special Provisions. Work shall include excavation and backfill.

A. Excavation:

Excavation shall consist of removal of vegetation, dirt, roots, existing base material and AC as required and backfilling, grading and compaction necessary to complete the project as shown on the plans and described in the specifications, also includes removal and disposal of excess unsuitable material. The use of stompers and rock wheels will not be allowed for any portion of the work on this project.

Contractor shall remove all stumps, roots and other obstructions under the new concrete and pavement work to a depth of 12" below the finished grade and 24" laterally. All root pruning of trees that are to remain, shall be done with a machine designated for this purpose, e.g. a root pruner or a stump grinder. In lieu of this, roots maybe exposed and individually cut with a sharp hand or chainsaw only. Under no circumstances should roots be torn, ripped out, or otherwise damaged with a backhoe or other equipment. Trees and plants that are not to be removed shall be fully protected from injury by the Contractor at its expense.

All excavated materials shall become the property of the contractor and shall be disposed of outside the roadway right of way at the end of each day.

B. Backfill

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed sub-grade and backfill materials shall be compacted to 95% relative compaction. Finished sub-grade shall not deviate more than 0.05 foot from the theoretical grading plane and must be firm and unyielding.

Backfill shall consist of placement of selected material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks, drive approaches, etc. Backfill material shall be considered select material acquired from project excavations. No backfill material shall be placed until approved by the Engineer.

All rocks, stones, debris and roots within 12 inches of the finished surface shall be removed and disposed of outside the roadway right of way.

C. Tests

The laboratory maximum density test shall be per Subsection 211-2.1 of the Standard Specifications. Compaction tests will be considered necessary in all pavement reconstruction areas whether the sub-grade is disturbed or not by the Contractor's operations. Compaction tests shall be made at locations selected by the Engineer.

The City at no cost to the Contractor will make any required material and compaction tests. Should first compaction test fail, Contractor shall bear the cost incurred to perform all the following necessary tests to meet compaction requirements.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Full compensation for this item shall be considered as included in the various related items of work and shall include saw-cutting, excavation, asphalt removal, concrete removal and earth hauling disposing and furnishing of all labor, tools, equipment and doing all work necessary in accordance with the plans and specifications.

The cost of excavation and backfill shall be considered as being included in the various related items of work and shall include stockpiling of material, labor, tools, equipment, compaction, leveling and removal of rock, stones and debris, disposal of unsuitable materials and finishing the areas to a clean, neat appearance with no additional compensation being considered.

CONSTRUCTION METHODS:

Access to all private properties shall be maintained at all times during construction. The slurry created by the saw cutting shall be removed by vacuum during saw cutting operations. Residue from roadway pavement, sidewalk and subgrade removal operations, if any, shall not be permitted to flow or travel into gutters, onto adjacent street surfaces and parkways. All residues shall be completely removed by sweeping and disposed. No washing of residue into gutters and/or drainage structures will be allowed. The grinding or cleaning residue shall become the property of the

Contractor and shall be removed from the site.

During construction and excavation, soft and unstable sub grade is expected to be encountered. The City engineer shall determine the method of stabilizing these areas.

Removals shall consist of the removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not limited to: roadway pavement, concrete sidewalk, aggregate base, sub base, vegetation, trees, roots, rocks, markers, shrubs and earth.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed three (3) calendar days at any one location unless approved otherwise by the Engineer or necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

Under no circumstances, shall the Contractor place concrete forms and leave the forms in place for more than 24 hours, aside from curing freshly poured concrete. Access to all residences and businesses shall be maintained to an acceptable condition unless approved otherwise by the Engineer or necessary to facilitate or protect work.

In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer. Trees shall be protected in place, unless otherwise specified.

The Contractor shall dispose of all material from the job site at the end of each day and shall bear all expenses of hauling and disposal of materials.

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in this section as specified herein, shall be considered as included in the price paid for the related items of work as listed in the bid sheet.

Best Management Practices (BMPs)

Per the Federal Clean Water Act, the contractor is required to eliminate pollution to waters of the United States in regards to this project. This project requires the Contractor to implement "Best Management Practices". The contractor shall implement BMPs for Construction Projects and comply with all applicable requirements of the "Orange County Storm Water Program - Construction Runoff Guidance Manual" dated September 2006.

All debris resultant from the Contractor's excavation or construction operation shall be removed from the site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer. All materials removed shall be disposed of outside of the right-of-way, which shall be left with a clean and finished appearance.

All existing landscaping, ground cover, grass, plants, shrubs, and/or trees, which are damaged during construction, shall be replaced with the same type or approved variety.

The contract unit price paid for various contract items shall include full compensation for complete and operational items, including cleaning the street and impacted areas, all labor, tools, equipment and incidentals and for doing all the work involved in constructing the proposed improvements, complete in place as shown on the project plans and these specifications.

The bid items will be separated into the two project areas, Valley View, Zone 1 and Police Department Parking Lot as noted on the bid sheet. Bid Items No. 1 and 2 will cover the entire project.

CONCRETE CONSTRUCTION

All concrete work shall conform to the provisions in Section 201, "Concrete Mortar and Related Materials" of the Standard Specifications, and Section 303.5, "Concrete Curb, walk, Gutters, Cross Gutter, Alley Intersections, Access Ramps, and Driveways".

All concrete shall be cured by the curing compound and shall conform to the provisions in Section 303-5.6 of the Standard Specifications.

The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface (provide minimum 1 gallon of curing compound for 200 S.F. of concrete surface). Portland Cement Concrete for miscellaneous concrete construction shall be produced from commercial quality aggregate and shall contain not less than 520 pounds of cement per cubic yard. Said concrete classes shall conform to the provisions in Section 210-1.1.2 of the Standard Specifications.

All concrete finishing shall conform to the requirements of Section 303-1.9 of the Standard Specifications.

All concrete for curb, gutter, driveways and sidewalk etc. shall be poured WITHIN 24 HOURS OF REMOVAL. Residents will be notified 48 hours in advance before removal of concrete approach. No area shall remain un-poured over a weekend without prior approval of the Engineer. All debris resultant from the contractor's excavation or construction operation shall be removed from each site the same day at the contractor's expense. No excess materials shall be dumped or drained into the storm drains or sewer.

All materials removed shall be disposed outside of the right-of-way, which shall be left with

a clean and finished appearance. Any irrigation lines and sprinkler heads damaged during excavation shall be repaired and water tested with the City's inspector present, **PRIOR** to concrete pouring.

All existing landscaping, ground cover, grass, plants, shrubs, and/or trees, which are damaged during construction, shall be replaced with the same type or approved variety within 48 hours of concrete pouring.

The contract unit price paid for concrete items shall include full compensation for complete and operational items, including furnishing Portland cement mixes, admixtures where are required, water (including water for dampening the base materials), removal and disposal of concrete, asphalt concrete, turfs and weeds, leveling the base materials, removal of tree roots under sidewalk and back fill, compaction, cleaning the street and effective areas, all labor, tools, equipment and incidentals and for doing all the work involved in constructing the concrete curb & gutter, asphalt and sidewalk, complete in place as shown on the specifications.

BID ITEM NO. (1), MOBILIZATION and TRAFFIC CONTROL:

Mobilization and Traffic Control shall conform to the Standard Specifications, Work area traffic control handbook, and these Special Provisions. The traffic control plan shall be prepared, stamped, and signed by a licensed Traffic Engineer or Civil Engineer and submitted to the City Engineer for approval. Traffic control measures shall be implemented as per approved traffic control plans and these specifications for the proposed improvements. Also, the Contractor shall obtain permits from the Cities of La Palma and Buena Park for prosecution of the work per project plans and these specifications.

This bid item also includes the Contractor's preparation of notices to the public for the scheduled work, 2 weeks before work begins, 48 hour posting of no parking signs, 48 and 24 hour "door" hangers/handouts resident notices with coordination with street sweeping and trash pickup operations.

The price of this item shall be at the contract unit price per the lump sum price bid for Mobilization and Traffic Control, and shall include full compensation for mobilization, de-mobilization, preparing traffic control plans and furnishing labor, tools, equipment and incidentals required for implementation of traffic control measures for the proposed improvements in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

BID ITEM NO. (2), PREPARE SWPPP/EROSION CONTROL/BMP's:

Under this contract, the contractor agrees to prepare for approval from the City Engineer and implement an approved Storm Water Pollution Prevention Plan (SWPPP) to prevent the run-off of construction materials into the City's storm water system.

These run-off control measures are defined by the currently applicable National Pollutant Discharge Elimination System (NPDES) Permit and are also governed by the City of La Palma Municipal Code. Contractor shall provide a SWPPP prepared, signed, and stamped by a California licensed Civil Engineer with a Qualified Stormwater Developer (QSD) license for City review and approval.

It is anticipated that storm and surface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. Where necessary to protect the work or materials from damage, the Contractor shall, at his expense, provide suitable roadway drainage and erect such temporary structures as are necessary to protect the work or materials. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct his operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

Methods to handle and dispose of all storms, surface or other waters shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), the Federal clean Water Act and any City and County regulations.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, dirt, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

The Contractor shall implement all necessary Best Management Practices (BMPs) in order to comply with the following construction/erosion control requirements.

- Sediment from areas disturbed by construction shall be retained on-site using structural controls to the maximum extent practicable.
- Stockpiles of soil/debris shall be properly contained to minimize sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking, or wind.
- Appropriate BMPs for construction related materials, wastes, spills or residues shall be implemented to minimize transport from the site to streets, drainage facilities, or adjoining property by wind or runoff.

- Runoff from equipment and vehicle washing shall be contained at construction sites at all times.
- All Construction Contractor and Subcontractor personnel are to be made aware of the required Best Management Practices and good housekeeping measures for the project site and any associated construction staging areas.
- At the end of each day of construction activity, all construction debris and waste materials shall be collected and properly disposed of.
- Construction sites shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off the site.
- Potential pollutants include but are not limited to: solid or liquid chemical spills, wastes from paints, stains, sealants, glues, lime, pesticides, herbicides, wood preservatives and solvents, asbestos fibers, paint flakes or stucco fragments, fuels, oils, lubricants, and hydraulic, radiator or battery fluids, concrete, detergent or floatable wastes, wastes from any engine/equipment steam cleaning or chemical degreasing, and super chlorinated potable water line flushing.
- During construction, disposal of such materials should occur in a specified and controlled temporary area on-site physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.
- Dewatering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited. Dewatering of non-contaminated groundwater requires a National Pollutant Discharge Elimination System (NPDES) permit from the State Regional Water Quality Control Board.

MEASUREMENT AND PAYMENT:

Payment for this Bid Item shall be at the contract unit price per the lump sum price bid for Storm Water Pollution Plan (SWPPP), and shall include full compensation for preparing SWPPP and furnishing labor; tools, equipment and incidentals required for, in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

BID ITEM NO. (3), CRACK SEAL:

Pavement cracks greater than 1/8" shall be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks, 7 days prior to or per manufacturer's recommendations shall be sprayed with a weed sterilant prior to placing all crack seal materials. Weed sterilants shall comply with State and Federal regulations and placed by individuals certified to place such projects. The Contractor shall provide documentation of worker certifications prior to commencing weed sterilant work.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

The Contractor shall submit the manufacturer's material certification for the asphalt sealant to the City Engineer for review and approval at least fourteen (14) calendar days prior to commencing any work. Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

MEASUREMENT AND PAYMENT:

Payment of this Bid Item shall be per lump sum contract price and shall include full compensation for cleaning, preparing pavement cracks, applying crack sealer and furnishing labor, tools, equipment and incidentals in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

BID ITEM NO. (4) SLURRY TYPE II:

The Contractor shall furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to provide the Slurry Seal. Slurry Seal shall consist of a mixture of approved emulsified asphalt, mineral aggregate, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface. The completed Slurry Seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture throughout its service life.

MATERIALS

Emulsified Asphalt Material – The liquid emulsion shall be water-based emulsified asphalt comprised of straight-run vacuum tower bottoms, synthetic SBR latex polymer, and emulsification agents. The SBR polymer shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for use in a Slurry Seal machine.

The emulsified asphalt shall conform to the requirements of the ASTM specification for

quick set CQS with revisions as indicated in the table below. In addition, the emulsion shall contain 1%, 3% minimum SBR latex solids based on weight of asphalt cement. The slurry seal mixture shall contain an emulsion content of 10 – 20% by weight of dry aggregate, which shall be determined in the laboratory by an approved mix design process. The residual asphalt content shall be 5 – 15% based on weight of dry aggregate.

Tests on CQS Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 25°C, sec, (a)	20	100	ASTM D 244
Particle Charge Test	Positive		ASTM D 244
Sieve Test, % (a)		0.1	ASTM D 6933
Distillation: (b)			AASHTO T 59
Residue, %	60		AASHTO T 59
Polymer:			
Polymer Solids Based on Weight of Asphalt, %	1, 3		Supplier Cert.
Polymer Type:	SBR Latex		Supplier Cert.
Tests on Residue (b)			AASHTO T 59
Penetration, 25°C, 100g, 5s	40		ASTM D 5
Ductility, 25°C, 5 cm/min, cm	40		ASTM D 113
Solubility in Trichloroethylene, %	97.5		ASTM D 2042
Elastic Recover, 77 F, 10cm, 1h, %	40		ASTM D 5976

The specification for Slurry Emulsion is in accordance with the material properties and test methods as specified by ISSA, ASTM, and AASHTO.

- (a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- (b) Residue by evaporation is intended to provide rapid determination of the percent residue and to provide material for tests on residue. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test specified by AASHTO T59. For polymer-modified emulsions, the distillation and evaporation tests will be modified to include 400F maximum temperature to be held for 15 minutes.
- (c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

AGGREGATE - The aggregate shall consist of manufactured granite crusher fines. The smooth textured crusher fines shall have less than 1.25% water absorption. The aggregate shall be gray in color with 100% fractured faces, clean and free from organic matter or other deleterious substances and clay balls. Oversized granular material and/or presence of clay balls will require the project to be stopped and shall meet the following requirements:

Gradation Table – Aggregate (percent passing) ^{(a) (b)}

Sieve Size	Type II	Type III	Tolerance
3/8"	100	100	+ or -5%
No.4	90-100	70-90	+ or -5%
No. 8	65-90	45-70	+ or -5%
No. 16	45-70	28-50	+ or -5%
No. 30	30-50	19-34	+ or -5%
No. 50	18-30	12-25	+ or -4%
No. 100	10-21	7-18	+ or -3%
No. 200	5-15	5-15	+ or -2%

(a) Meets ISSA gradation.

(b) If oversize material is present, screening through a 1/4" screen will be required prior to delivery to the slurry machine. If clay balls are present, the aggregate may not be used.

- Resistance to Degradation (ASTM C131grading D) 20% maximum loss
- Soundness of Aggregate (ASTM C88) 15% maximum loss
- Sand Equivalent (ASTM D 2419) 55% maximum
- LA Abrasion (AASHTO T96) 20% maximum loss

Mineral Filler: Hydrated lime, limestone dust, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

Water: All water used shall be potable and free of dissolved materials which may affect the mix characteristics or finished characteristics of the product.

Additives: Additives may be used to accelerate or retard the break-set of the Slurry Seal or to improve the resulting finished surface. The use of additives in the Slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments, if required, after approval by the City Engineer/Project

Manager.

Slurry Seal Mix Design Specifications: Before work begins, the Contractor shall submit a mix design covering the specific materials to be used on the project. The mix design shall identify the job mix formula and present test results for the required specifications verifying the compatibility of the aggregate and the modified CQS-1HL. The mix design shall follow the standards and guidelines as set forth by ISSA. The Slurry mixture shall meet the following specifications:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-100	Wet-Track Abrasion Loss, six (6) day Soak	75 g/ft ² (807 g/m ²)
ISSA TB-109	Sand Adhesion by wheel tester	50 g/ft ² Maximum
ISSA TB-105	Asphalt Content (based on dry aggregate)	5 – 15%
Trial Mix Characteristics		
ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-113/3.5	Mix Characteristics	No excess free liquids in mix No excessively dry or stiff mix
ISSA TB-113/3.6	Mix Time at 77°F	180 seconds minimum
ISSA TB-113/3.6	Mix Time at 100°F	120 seconds minimum
ISSA TB-113/3.7	Set Time at 77°F Displacement	30 minutes maximum
ISSA TB-113/3.8	Clear blot	30 minutes maximum
Cured Trial Mix Evaluation (24hr-77°F cured mix from ISSA T113/3.6 -30 second mix)		
ISSA T113/4.1	Surface Examination	No tackiness No Shininess
ISSA T113/4.2	Fines Flotation	No fines flotation
ISSA T113/4.3	Internal Adhesion	95% minimum coating, all size particles securely held in mix, no asphalt/aggregate segregation
Wet Stripping Test -modified to a 10 minute boiling period (24hr 77°F cured mix from ISSA T113/3.6 -30 second mix)		
ISSA T114	Coated aggregate integrity	95% minimum coating report solid, broken, crumbly, etc.
ISSA T139	Cohesion Value at 77°F	30 min 12 kg-cm min 60 min report 2 hr report 4hr report 24hr solid spin (26 in-lb)

Composition of mixture: The owner shall approve the design mix and all Slurry Seal materials and methods prior to use and shall designate the proportions to be used within the following limits:

Residual Asphalt:	5% – 15% by dry weight of aggregate.		
Emulsion Content:	10% - 20% by dry weight if aggregate.		
Mineral Filler:	0.5% to 2% by dry weight of aggregate.		
Polymer Content:	1%, 3% minimum based on weight of asphalt cement.		
Water (Potable):	As required to provide proper consistency.		
Application	Rate	(average):	16-20 lbs. per
		square yard (Type II)	
		18-22 lbs. per square yard (Type III)	

Equipment: The material shall be mixed by either a truck mounted or self-propelled micro-surfacing mixing machine. The machine shall employ continuous flow mixing and be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler and water to maintain an adequate supply to the proportioning controls.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked. The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time. The emulsion pump shall be a heated positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box. The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

Spreading Equipment: The paving mixture shall be spread uniformly by means of a mechanical type squeegee box attached to the mixer, equipped with paddles and/or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. No “burlap” will be permitted to be drug behind the

squeegee box except along the seams where a 2' to 3' wide burlap "blanket" will be permitted to be drug to the extent necessary to achieve an acceptable finish at the seams as determined by the owner. Rut filling equipment will require adjustable steel strike-off plates. The seam where two spreads join shall be neat appearing and uniform. All excess material shall be removed from ends of each job site immediately.

Calibration: Each mixing unit to be used during performance of the work shall be calibrated in the presence of the Project Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided they were made during the same calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to each machine's metering devices. No machine will be allowed to work on the project until all calibrations have been completed and/or accepted by the Project Manager.

Lines: Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance.

Handwork: Approved hand squeegees, with burlap drags, shall be used to spread Slurry in areas not accessible to the Slurry spreader box. Care shall be exercised in leaving no unsightly appearance from handwork.

Curing: Areas receiving Slurry Seal will be allowed to cure from three to five hours or until the treated pavement will not be damaged by traffic. The Contractor will protect the area with suitable barricades or markers for the full curing period. Areas damaged within 24 hours of application of Slurry, or prior to moving to new work locations, shall be repaired by the Contractor at their expense.

Surface Preparation: Immediately prior to applying the Slurry Seal, the surface shall be cleared of all loose material, oil spots, vegetation and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before Slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Slurry Seal by a suitable method. The Project Manager shall approve the surface preparation prior to surfacing.

Weather Limitations: The Slurry Seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Slurry Seal shall be applied when air temperatures will be below freezing within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

Notification: All homeowners and businesses affected by the paving shall be notified 24 hours in advance of the surfacing. Refer the Mobilization Bid Item for additional information. Suitable tow-away signs may be posted prior to the surfacing with the necessary Vehicle/Municipal Code Section to allow for towing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be in a form of written posting, stating the time and date that the surfacing will take place.

Traffic Control: Suitable methods shall be used by the contractor to protect the Slurry Seal from damage from all types of vehicular traffic. Opening to traffic does not constitute acceptance of the work. The Project Manager shall be notified of the methods to be used. In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the Slurry Seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a Slurry Seal.

Clean Up: All areas, such as man-ways, gutters and intersections, shall have the Slurry Seal removed as specified by the Project Manager. The Contractor shall remove any debris associated with the performance of the work on a daily basis.

Measurement and Payment: The Slurry Seal shall be measured and paid for by the square feet on the slurry seal work completed and accepted by the City. **Acceptance by the City shall be verified by the acceptance of the City's material testing Wet Abrasion Testing conducted at the City's cost.** The furnishing labor, tools, equipment and incidentals in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

BID ITEM NO. (5) 1.5" ASPHALT PAVEMENT GRIND

All bid item unit prices shall include 1.5 inch grinding of the existing asphalt within the cul-de-sac bulb. Removal of all grinding, street sweeping as required and installation of temporary ramps at each impacted driveway.

The finish asphalt surface shall be level with the edge of the adjacent gutter. The existing asphalt pavement, where it comes in contact with the new asphalt, shall be tack-coated with SS1-h emulsified asphalt. If, at the discretion of the Engineer, the existing asphalt is not acceptable to pour against or is damaged by the contractor, asphalt pavement adjacent to gutter shall be restored within 72 hours after concrete is poured.

MEASUREMENT AND PAYMENT:

Payment of this Bid Item shall be per lump sum contract price and shall include full compensation for grinding existing pavement, disposal of grindings and clean up. removal of stripes and furnishing labor, tools, equipment and incidentals in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

BID ITEM NO. (6) 1.5" ASPHALT PAVEMENT OVERLAY

All bid item unit prices shall include the replacement of A.C. pavement in the cul-de-sacs with a minimum of 1.5" thick A.C., 1/2" PG 64-10. The finish asphalt surface shall be level with the edge of the adjacent gutter and/or existing manholes. Water valves will be

required to be adjusted to grade during paving operations if applicable. The existing asphalt pavement, where it comes in contact with the new asphalt, shall be tack-coated with SS1-h emulsified asphalt. If, at the discretion of the Engineer, the existing asphalt is not acceptable to pour against or is damaged by the contractor, asphalt pavement adjacent to gutter shall be restored within 72 hours after concrete is poured.

MEASUREMENT AND PAYMENT:

Payment of this Bid Item shall be per lump sum contract price and shall include full compensation for the placement, compaction and finishing of 1.5" AC overlay and furnishing labor, tools, equipment and incidentals in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

**BID ITEM NO. (7), TRAFFIC STRIPING, SIGNAGE & PAVEMENT MARKINGS;
RAISED PAVEMENT MARKERS AND CURB PAINT:**

This work shall consist of the installation of traffic thermo plastic stripes, pavement markings, curb paint, markings and legends, and raised pavement markers shall be of the type as noted in project plans and these specifications and at the same locations as they existed prior to implementation of improvements and reconstruction on this project (additional legends shall be at locations as shown on project plans). In addition, all bike lane lines and symbols shall be painted with a non-thermoplastic material, the Contractor shall submit the specific materials to be used on the bike lane lines and symbols.

All existing thermo plastic striping and bike lane lines and symbols shall be ground off the existing pavement prior to placement of any slurry product. This cost shall be included as part of the striping costs accordingly. No additional compensation will be allowed.

It shall be the Contractor's responsibility to locate and identify all existing pavement markings prior to commencing work, for replacement after work has been completed. Striping, cross-walks, limit lines, and pavement legends shall be thermo plastic.

MATERIALS:

The pavement striping and markings (cross-walks, limit lines, legends etc.) material shall be Thermoplastic as follows: Thermoplastic shall be composed of ALKYD/MALEIC THERMOPLASTIC PAVEMENT material that is applied to a road

surface in a molten state by extrusion means with a surface application of glass spheres. When applied properly and at the designated thickness and width, the stripe shall, upon cooling, be reflectorized and be able to resist deformation by traffic. Thermoplastic material shall conform to Section 84 of the Standard Specifications of the State of California except as follows: **The Thermoplastic material shall be homogeneously composed of pigment, filler, resins, and glass reflectorizing spheres.**

The material manufacturer shall have the option of formulating the material according to his own specifications, however, the solid resin shall comprise a minimum of 8% by weight of the entire material formulation which shall only consist of 100 percent maleic-modified glycerol ester of wood resin with no tall oil derivatives. The physical and chemical properties contained in these specifications shall apply regardless of the type of formulation used. The material upon heating to application temperature shall not exude fumes which are toxic or injurious to persons and property. The specific gravity of the thermoplastic traffic line material shall not be less than 1.95 nor more than 2.15. The pigments, beads and filler shall be uniformly dispersed in the resin. The material shall be free from all skins, dirt and foreign objects and shall be composed by weight of at least 18% binder, 25% glass beads, and 8% titanium dioxide. The binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature, and high boiling point plasticizers. At least one-third of the binder composition shall be the solid maleic-modified glycerol ester wood resin and shall be no less than 8% by weight of the entire material formulation. The binder shall not contain petroleum based hydrocarbon resins, tall oil resins, blends of tall oil resin and wood resin or similar derivatives.

Paint for curbs, cat tracks and dribble lines shall be furnished by the Contractor. Paint shall be either the Fast Dry or Rapid Dry type at the option of the Contractor. The paint to be furnished shall conform to the State of California Department of Transportation's current specifications for such materials. Copies of said specifications are available for inspection at the Department's Transportation Laboratory, Sacramento, California.

Guarantee: The pavement marking material furnished and installed under this contract shall be guaranteed for one year by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion resulting from defective materials or methods of application, loss of reflectivity and damage from traffic and wear.

CONSTRUCTION METHODS:

Mechanical means shall be used to install traffic stripes, pavement markings, and bike lane lines. Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be no more than 3 inches in width and not more than 5 feet apart on curves and 10 feet apart on tangents.

Dribble lines shall consist of marking the pavement with a thin line of paint using a

striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment. Paint for cat tracks and dribble lines shall be the same color as the thermo plastic traffic stripe for which they are placed.

All work and material shall conform to the requirements of the State of California, Caltrans Standard Specifications, Latest edition, and the latest edition of the State of California Traffic Manual and these specifications.

All permanent restriping and placement of pavement markers on streets shall be done by the Contractor. Permanent restriping shall be in accordance with the requirements of the City of La Palma and as required per Caltrans Standards. It is the City's intent to upgrade the existing striping channelization from paint only, as is presently the case, to a combination of thermo plastic and raised pavement markers as called for on the referenced Caltrans Standards. The striping, crosswalk and legend symbols shall be thermo plastic.

The Contractor shall paint "cat track" striping for approval by the Engineer prior to opening newly paved areas for traffic. The Contractor shall furnish and install raised pavement markers and thermoplastic striping and markings no sooner than seven (7) days nor later than ten (10) days following restriping.

The Contractor shall furnish and install one (1) reflective BLUE raised marker on the new pavement for each existing fire hydrant. Its location shall match existing or as directed by the Engineer.

Newly installed thermo plastic traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until thoroughly dry.

MEASUREMENT AND PAYMENT:

Payment of this Bid Item shall be per lump sum contract price and shall include full compensation for removal of stripes and markings, cat tracking, placement of raised pavement markers, thermoplastic traffic stripes and pavement markings consisting of legends and crosswalks, and curb paint, and traffic gate loops.

BID ITEM NO. (8) STREET SWEEPING SERVICES:

The Contractor shall provide street sweeping services thirty (30) calendar days after final completion of arterial and residential streets. Contractor shall furnish proper mechanical equipment to remove loose asphalt debris and skid/slurry residue from man-ways, gutters, and intersections, one day per week for a four (4) week period or thirty (30) calendar days, whichever gives four (4) consecutive weekly sweepings. All sweepings shall be completed one (1) day prior to city scheduled street sweepings.

Appendix “A”

Standard Plans

CITY OF LA PALMA

ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372

STANDARD PLANS

CALTRANS STANDARD PLANS:

- STD PLAN A20A
- STD PLAN A20B
- STD PLAN A20C
- STD PLAN A20D

CITY OF LA PALMA STANDARD PLANS:

- STD PLAN 510 MANHOLE FRAME AND
COVER
- STD PLAN 703, DETAIL D

Attachment “B”

ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372 VICINITY MAP

Attachment “C”

ZONE 4 SLURRY SEAL PROJECT, CITY PROJECT NO. ST-372 INVENTORY WITH SQUARE FOOTAGES

Attachment “D”

1.5 INCH GRIND & OVERLAY

EXHIBIT B

Budget and Fee Schedule

ROY ALLAN SLURRY SEAL, INC. Response

Pricing unsealed at May 20, 2025 10:09 AM

CONTACT INFORMATION

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N/A

Submission Date
May 20, 2025 9:33 AM (Pacific Time)

ADDENDA CONFIRMATION

✔ Addendum #1
Confirmed May 19, 2025 11:04 AM by Lawrence Allan

QUESTIONNAIRE

1. Bidder Certification*

✔ Pass ☐ Fail

PROPOSAL FOR
Zone 4 Slurry Seal Project - City Project No. ST-372
(CITY PROJECT NO. TBD)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LA PALMA:

In compliance with the Notice Inviting Bids, the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore, in accordance with the plans and specifications therefore, known as Zone 4 Slurry Seal Project - City Project No. ST-372, City Project No. TBD, which are on file in the office of the Director of Public Works/Community Services of the City of La Palma; and the undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the City of La Palma, duly appointed for said work for the project, in the City of La Palma, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices, to wit:

Note: Contract will be awarded based on the total bid price to the lowest responsible bidder. The City reserves the right to award a contract based on any combination of the bid items.

It is understood and agreed that:

1. The Bidder has carefully examined all the Contract Documents which will form a part of the contract; namely, documents consist of Notice Inviting Bids; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Noncollusion Affidavit to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; Faithful Performance Bond; Labor and Materials Bond; Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; and any Addenda issued prior to the submittal of this Proposal. Also included shall be any and all supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.
2. The Bidder has satisfied itself as to the nature and location of the Work and fully informed itself as to all conditions and matters which can in any way affect the Work or the cost thereof.
3. The Bidder fully understands the scope of Work and has checked carefully all words and figures submitted within OpenGov and further understands that the City of La Palma will in no way be responsible for any errors or omissions in the preparation of this Proposal.
4. The Bidder has given the City Engineer written notice of all omissions, conflicts, errors or discrepancies that the Bidder has discovered in the Contract Documents, and the written resolution thereof is acceptable to the Bidder.
5. The Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Bidder will comply with such provisions of that Code before commencing the performance of this contract if it is awarded to the Bidder.
6. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the City against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
7. The Bidder will execute the Agreement and furnish the required bonds, together with the certification of insurance required, within ten (10) working days after the award of the Contract.
8. The Bidder will not begin work unless and until all requirements in regard to bonds and insurance have been satisfied, and the Bidder will complete said Work within the period of time specified in the Notice Inviting Bids.
9. If requested by the City, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
10. Prior to and as a condition of entering into an Agreement for the Work scheduled herein on which it submits a bid, the Bidder shall provide the City with proof of the Bidder's and all subcontractors' current registration to perform public work pursuant to Labor Code Section 1725.5.

☒ Confirmed

2. Bid Bond*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [BID BOND LA PALMA.docx](#)

 [Bid Bond - Zone 4.pdf](#)

3. Type of Firm*

☒ Pass ☐ Fail

Corporation

4. Bidder organized under the laws of the State of:*

☒ Pass ☐ Fail

California

5. Contractor's License Number*

☒ Pass ☐ Fail

372798

[Click to Verify](#). Value will be copied to clipboard

6. Contractor's License Class & Expiration Date*

☒ Pass ☐ Fail

A 4/30/27

7. Department of Industrial Relations (DIR) Registration Number*

☒ Pass ☐ Fail

1000001156
[Click to Verify](#). Value will be copied to clipboard

8. List the names and addresses of all members of the firm or name and titles of all officers of the corporation* ☒ Pass ☐ Fail

Roy Allan Slurry Seal, Inc., 12643 Emmens Way, Santa Fe Springs, Ca. 90670

Lawrence Allan- President

Lance Allan- Vice President, Secretary.

9. Number of years of experience as a contractor in construction work* ☒ Pass ☐ Fail

48

10. List a minimum of three projects completed as of recent date that includes the above description of work* ☒ Pass ☐ Fail

Contract Amount	Class of Work	Date Completed	Name, Contract, Phone Number and Email of Owner

- 1. \$820,595.00, Slurry Seal, Crack Seal, AC Repairs and Striping, 8/2/24, City of Fullerton, Nick Esposito, 657-230-6851
- 2. \$982,690.00, Crack Seal and Slurry Seal, 11/12/24, City of Mission Viejo, Rich Shlesinger, 949-470-3079
- 3. \$2,529,419.00, Crack Seal, Edge grind, Slurry Seal and Striping, 5/30/24, City of Newport Beach, Danny Jordan, 949-644-3344

11. 9. List the name of the person who inspected the site of the proposed work for your firm* ☒ Pass ☐ Fail

Lawrence Allan

12. Date of Inspection * ☒ Pass ☐ Fail

5/19/25

13. If requested by City, the bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of their current financial condition.*

☒ Confirmed☒ Pass ☐ Fail**14. List the name and address of each subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each such subcontractor.***

Include the following information for each subcontractor:

☒ Pass ☐ Fail

1. Name _____
2. License No. & Class _____
3. Address _____
4. Work to be performed _____

A. Onyx Paving Company, B. 630360 A, C. 2890 E. La Cresta Ave., Anaheim, Ca. 92806, D. Pavement Grind & AC Pavement

A. Superior Pavement Markings, B. 776306 C-32, C. 5312 Cypress St., Cypress, Ca. 90630, D. Remove and Replace Striping

15. Contractor's License Declaration*☒ Pass ☐ Fail

The undersigned declares that they are an authorized representative of the party making the foregoing Bid (hereinafter, the "Bidder").

Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"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."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

☒ Confirmed**16. Noncollusion Declaration to be Executed by Bidder and Submitted with Bid***☒ Pass ☐ Fail

The undersigned declares that they are an authorized representative 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 their 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 behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they 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

☒ Confirmed**17. City of La Palma Guaranty***☒ Pass ☐ Fail

In accordance with the terms of the contract for the modification of Zone 4 Slurry Seal Project - City Project No. ST-372 in the City of La Palma between the City of La Palma (hereinafter referred to as the City) and the undersigned, which contract provides for the installation of miscellaneous items, or parts thereof, and under which contract the undersigned has installed such systems, the following guaranty of said system is hereby made.

Should any of the equipment installed pursuant to said contract, prove defective; or should the system as a whole prove defective, due to faulty workmanship, material furnished or methods of installation; or should the said systems or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one year after date on which systems stated in said contract are accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within twenty (20) days after the receipt of demand from the City. In the event repairs are not made within twenty (20) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. The undersigned agrees to reimburse the City, upon

demand, of its expenses incurred in restoring said systems to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said systems completely without cost to the City so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred. Emergency repairs will be deemed as those repairs necessary due to malfunctions of equipment as determined by the Director of Public Works & Community Services or City Engineer.

Said systems will be deemed defective within the meaning of this guaranty in the event that they fail to operate as originally intended by the manufacturers thereof and in accordance with the plans and specifications included in said contract.

☒ Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$18,500.00	\$18,500.00
2	Stormwater Pollution Prevention Plan	1	LS	\$1,760.00	\$1,760.00
3	Crack Seal, Soil Sterilent	1	LS	\$16,592.00	\$16,592.00
4	Install Type II Slurry Seal	417296	SF	\$0.19	\$79,286.24
5	Cul-de-Sac Bulbs - 1.5 inch Pavement Grind	20000	SF	\$0.37	\$7,400.00
6	Cul-de Sac Bulbs - 1.5 inch AC Pavement Placement	185	TON	\$190.00	\$35,150.00
7	Thermoplastic Striping, Markings and Legends	1	LS	\$13,158.00	\$13,158.00
8	Street Sweeping Services 30 Days after Final Completion	1	LS	\$1,600.00	\$1,600.00
Total					\$173,446.24

EXHIBIT C

Special Provisions

Not Applicable

City of La Palma

Agenda Item No. 10



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development and Public Works Director

AGENDA TITLE: Award of Agreement to Roy Allan Slurry Seal, Inc. for the City Project No. ST-367 La Palma Avenue Slurry Seal Improvements

RECOMMENDED ACTION:

It is recommended that the City Council authorize the Interim City Manager, or their designee, to execute an agreement award to the low bidder, Roy Allan Slurry Seal, Inc. for the ST-367, La Palma Avenue Slurry Seal Improvements in the amount of \$254,208.

SUMMARY:

The City of La Palma requested bids for the following scope of work for the La Palma Avenue Slurry Seal Improvements.

On April 15, 2025, the City advertised and solicited bids on the City's OpenGov website for the City Project No. ST-367. On April 29, 2025, the City conducted a pre-bid meeting to review the project conditions, schedule, and work sites. A total of nine (9) contractors attended the pre-bid meeting. The scheduled bid date was set for May 20, 2025.

On May 20, 2025, seven (7) bids were received along with the signed addendum. Staff reviewed the bid documents and confirmed that Roy Allan Slurry Seal, Inc. submitted all the required documents with their bids. The Contractor's bid amounts are outlined below:

BIDDING CONTRACTOR	TOTAL BID
1. Roy Allan Slurry Seal, Inc - La Habra	\$254,208.00
2. Union Pavement Services, Inc - Jurupa Valley	\$264,900.00
3. Pavement Coatings, Co - Jurupa Valley	\$268,300.00
4. American Asphalt South, Inc - Riverside	\$275,840.00
5. Doug Martin Contracting, Inc - La Habra	\$277,351.00
6. All American Asphalt - Corona	\$338,080.00
7. Estate Design and Construction - Culver City	\$368,800.00

A fiscal analysis verified that the original budget of \$400,000 for this project is sufficient to complete

all the work.

The table below presents the total project cost, including a fifteen percent (15%) contingency.

DESCRIPTION	BASE BID
Construction Cost	\$254,208.00
Contingency 15%	\$38,131.20
Construction Engineering and Inspection (in-house for cost savings)	0
Total Estimated Project Construction Cost	\$292,339.20

Staff recommends that the City Council award the agreement the amount of \$254,208.00.

Approval of the agenda item also authorizes the expenditure of all available contingencies in the project. The contingencies will be available for any necessary change orders associated with unforeseen circumstances. Examples include concrete removal and replacement not identified in the scope of work for the project, or any other miscellaneous repairs necessary to complete the project. Said circumstances are typical for this type of project. The contingency amount is proposed at fifteen percent (15%) of the construction cost. The contract may be increased a maximum of twenty-five percent (25%) per the Standard Specifications for Public Works Construction, otherwise known as the "Greenbook."

Roy Allan Slurry Seal, Inc. has performed similar work for surrounding agencies over the years. They also have performed work for the cities/agencies of Fullerton, Mission Viejo, and Newport Beach. References from these other clients indicate that their work product was excellent.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The award of contract is Categorically Exempt from the California Environmental Quality Act (CEQA) based upon a Class 1 exemption (Cal. Code Regs., Title 14, Section 15301). The Class 1 exemption consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration to existing public or private structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The City's Capital Improvement Program consists of minor maintenance applications on existing residential streets involving negligible expansion of the existing use and therefore qualifies as a Class 1 exemption.

TENTATIVE SCHEDULE:

Award contract	June 3, 2025
Execute agreement	June 19, 2025
Commence construction	July 7, 2025
Complete Construction	August 2025
Project closeout	September 2025

FISCAL IMPACT:

The City budgeted Fiscal Year 2024-25 Capital Improvement Plan Budget Funds for La Palma Avenue Slurry Seal Improvements as follows:

- FY 25-26 La Palma Slurry, Measure M2 Funds (012-900-8130-00000): \$200,000
- FY 25-26 La Palma Slurry, Caltrans Grant Funds (35-900-8131-00000): \$100,000
- Total Project Funding: \$300,000

ATTACHMENTS:

1. Agreement with Roy Allan Construction for Slurry Seal Improvement Project No. ST-367

AGREEMENT FOR CONSTRUCTION SERVICES

This Agreement for Construction Services (“Agreement”), made and entered into this day 3rd day of June, 2025, by and between the City of La Palma, a municipal corporation of the State of California, hereinafter referred to as the “City”, and Roy Allan Slurry Seal, Incorporated, hereinafter called and referred to as the “Contractor.” The Contractor and the City are hereafter together referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

1. RECITALS: This Agreement is made and entered into with respect to the following facts:

(a) That City desires to obtain through the Contractor the services set forth and described in the Scope of Work for the **La Palma Avenue Slurry Seal Improvements, ST-367** attached hereto as Exhibit “A” and incorporated herein by this reference (hereinafter, the “Contractor Services”).

(b) That the Contractor represents to the City that the Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.

(c) That the public interest, convenience and necessity require that the City obtain the Contractor Services upon the terms and conditions set forth herein.

(d) That the City and the Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by the Contractor for and on behalf of the City, in accordance with the terms and conditions set forth herein.

2. SERVICES:

(a) Provision of Contractor Services: During the term of this Agreement, the Contractor shall provide the Contractor Services as set forth in Exhibit “A.” Time is of the essence for this Agreement.

(b) Additional Services: If the City desires to add additional services or service locations not specifically described in Exhibit A (“Additional Services”), the City shall notify the Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. The Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit “B” and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Contractor. It is expressly understood by the Contractor that the provisions of this Section 2(b) shall not apply to services specifically set forth in Exhibit “A” or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the services to be provided contrary to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional

compensation therefor. Unless contradictory of this Section 2(b), all provisions in this Agreement applicable to the Contractor's performance of the Contractor Services shall also apply to the Additional Services.

(c) Standard of Performance: In performing the Contractor Services, the Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. To the extent that the Contractor retains subcontractors to perform any portion of any of the Contractor Services, the Contractor has a duty to the City to ensure that the tasks and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Contractor.

(d) Labor, Equipment, Materials: The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement. The Contractor represents that the Contractor Services will be performed by the Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State and local law to perform such tasks and services. The Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. The Contractor shall at all times ensure that all goods, materials, equipment or personal property included within the Contractor Services shall be of good quality, fit for the purpose intended.

(e) Work Site: The Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, the Contractor shall immediately inform the City of such fact in writing and shall not proceed except at the Contractor's risk until written instructions are received from the City Representative.

(f) Independent Contractor: It is understood and agreed that all Contractor Services, and all services, labor, equipment and materials furnished in conjunction therewith shall be furnished by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative (defined below). The City shall have the right to control the Contractor only as to results of the Contractor's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Contractor accomplishes the services performed under this Agreement.

3. AUTHORITY OF THE CITY REPRESENTATIVE:

(a) City Representative: The "City Representative" shall be the Community Development and Public Works Director the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

(b) Scope of Authority. The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations. The City Representative's decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

4. TERM OF AGREEMENT: This Agreement shall commence and terminate on the dates set forth in Exhibit "A". However, either Party, at its discretion, shall have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice.

5. COMPENSATION:

(a) Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit "B".

(b) Invoices. The Contractor shall invoice the City on a monthly basis for all work performed by the Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Contractor during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit "B". Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Contractor has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

(c) Record of Payment. The Contractor shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

6. LICENSES, PERMITS, APPROVALS, FEES:

(a) The Contractor must possess at the time of commencing work and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

(b) The Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. The Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. The 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 Contractor Services, and shall indemnify, defend and hold harmless the City and City Personnel against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against the City hereunder.

7. INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting the Contractor's indemnification obligations, the Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. In the event that the Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

(a) Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

(i) Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

(iii) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for the Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, the Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

(iv) Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general

liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(b) Contractor's Insurance General Requirements:

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(ii) Commercial General Liability, Automobile Liability, and Employer's Liability shall name the City, and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to the City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) All insurance policies shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it.

(iv) All insurance policies shall be "occurrence" rather than "claims made" insurance.

(v) All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against the City and City Personnel.

(vii) All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by the City.

(viii) All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(ix) All insurance policies shall state that the City shall not be liable for the payment of premiums or assessments under the policy.

(x) Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to the City for approval. By way of example, additional insured endorsements shall not be limited to “ongoing operations,” exclude contractual liability, restrict coverage to the “sole” liability of the Contractor, or contain any other limitation contrary to this Agreement.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by the City.

(d) Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

(e) Workers Compensation Insurance: The Contractor shall file with City the following signed certification:

“I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement.”

In the event the Contractor has no employees requiring the Contractor to provide Workers’ Compensation Insurance, the Contractor shall so certify to the City in writing prior to the City’s execution of the Agreement. The City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to workers’ compensation.

(f) Default of Insurance Requirements: In addition to any other remedies at law or equity the City may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for the Contractor's breach: (1) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (2) that becomes due to the Contractor hereunder, or both, until the Contractor demonstrates compliance with the insurance requirements herein; and/or (3) Immediately terminate this Agreement.

8. INDEMNIFICATION:

(a) The Contractor shall indemnify, defend with legal counsel approved by the City, and hold harmless the City, City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature ("Claims") arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to Claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

(b) The Contractor's obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or City Personnel. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

(c) The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and all amounts

for which the City may be liable to third parties, by reason of the Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Contractor's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or withhold shall not act as a waiver of the Contractor's obligation to pay the City any sums the Contractor owes the City.

9. OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or subcontractors.

10. NON-DISCRIMINATION: The Contractor shall not discriminate against any employee or applicant for employment because of any impermissible classification pursuant to Federal or State law, including, but not limited to, race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. The Contractor shall incorporate the foregoing provisions in all subcontracts..

11. PATENTED AND COPYRIGHTED MATERIALS: The Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Contractor under this Agreement. Pursuant to Section 8 herein, the Contractor shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

12. PREVAILING WAGE REQUIREMENTS:

(a) Public Work: The Contractor hereby expressly acknowledges and agrees that the City has never previously affirmatively represented to the Contractor, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, the Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code

Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the City will enforce all penalties required by law for the Contractor's failure to pay prevailing wages.

(b) Labor Code of California: The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, the City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with the City's principal office and are available to any interested party on request. The Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) The Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-Contractors or subcontractors employed by him or her in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by the Contractor or any sub-Contractor or subcontractor.

(c) Bidding Eligibility: Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

(d) DIR Monitoring: Pursuant to Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. CONFLICTS OF INTEREST:

(a) City Personnel. No City Personnel shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

(b) Contractor. The Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor further agrees that while this Agreement is in effect, the Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Contractor to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by the City. In such event, the Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by the City.

14. NO UNDUE INFLUENCE: The Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee, or agent of the Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Contractor further warrants that it has not

employed or retained any company or person other than a bona fide employee working for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. ASSIGNMENT: The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

16. PERFORMANCE: If the Contractor should neglect to prosecute the work to the City's satisfaction, or, in the City's reasonable discretion, fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may take appropriate action, including but not limited to any of the following: (1) meeting with the Contractor, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Contractor to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of the City's compensation to the Contractor for any unsatisfactory work performed; (4) suspending delivery of work to the Contractor for an indefinite time; (5) making good such deficiencies and deducting the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor; and/or (6) terminating this Agreement. Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

17. FORCE MAJEURE: Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("Force Majeure Event"). If the Contractor is the delaying Party, the City 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 such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Contractor's sole remedy shall be an extension of this Agreement pursuant to this section. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices

or conditions, or (c) a party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

18. NOT AN AGENT OF THE CITY: The Contractor is an independent contractor. Except as the City may specify in writing, the Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Contractor any authority, express or implied, to bind the City to any obligation whatsoever.

19. NO BENEFIT TO ARISE TO CITY EMPLOYEES: No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Contractor Services to be performed under this Agreement.

20. PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City:	City of La Palma 7822 Walker Street La Palma, CA 90623 Attn: Belinda Deines, Community Development Public Works Director
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If to the Contractor:	<u>Roy Allan Slurry Seal, Inc</u> <u>12643 Emmens Way</u> <u>Santa Fe Springs, CA 90670</u> <u>Attn: Lawrence Allan, President</u>
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21. WARRANTY: The Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. The Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, the Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by the Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, the Contractor's

obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

22. ATTORNEYS' FEES: In any action or proceeding between the Parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

23. SEVERABILITY: If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

24. EXECUTION: The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

25. NO WAIVER: No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

26. NO THIRD-PARTY BENEFICIARIES: This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this

Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

27. NON-LIABILITY OF CITY PERSONNEL: No City Personnel 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 its successor, or for breach of any obligation of the terms of this Agreement.

28. VENUE: Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and the Contractor agrees to submit to the personal jurisdiction of such court.

29. SURVIVAL: The terms, provisions, representations and certification contained in this Agreement, or inferable therefrom, shall survive the termination of this Agreement and the payment of the compensation hereinabove provided.

30. SECTION HEADINGS AND SUBHEADINGS: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the entire understanding of the Parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the Parties hereto. The City Representative is hereby authorized to approve amendments to this Agreement to the extent permitted by applicable law.

32. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

33. SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "C", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its Mayor and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF LA PALMA

By: _____

Joseph Cisneros
Deputy City Manager

ATTEST:

Kimberly Kenney, CMC
City Clerk

CONTRACTOR

Signed by:
By: Lawrence Allan
E365BC8DEE26424...

Lawrence Allan, President
[Title]

By: _____

[Title]

APPROVED AS TO FORM:

By: _____
City Attorney, City of La Palma

EXHIBIT A

Scope of Work

CITY OF LA PALMA
Community Services Department
7821 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Mark I. Waldman, Mayor
Nitesh P. Patel, Mayor Pro Tem
Debbie S. Baker, Council Member
Janet Keo Conklin, Council Member
Vitesh P. Patel, Council Member

CITY MANAGER
Conal McNamara

COMMUNITY DEVELOPMENT/PUBLIC WORKS DIRECTOR
Belinda Daines



BID DOCUMENTS AND SPECIFICATIONS

FOR

LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)

CITY PROJECT NO. ST-367
CRRSAA PROJECT NO. CRAL-5319(018)

April 2025

CITY OF LA PALMA

**Community Services Department
7821 Walker Street
La Palma, California 90623-1771**

BID DOCUMENTS AND SPECIFICATIONS

**FOR
LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)**

**CITY PROJECT NO. ST-367
CRRSAA PROJECT NO. CRAL-5319(018)**

Prepared Under the Supervision of:

Kanwal J. Singh
R.C.E. No. C 43764

04.08.2025
Date

Approved By:

Douglas Benash, City Engineer
R.C.E. No. C 53935

Date

CITY OF LA PALMA

**LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)**

**CITY PROJECT NO. ST-367
CRRSAA PROJECT NO. CRAL-5319(018)**

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CITY OF LA PALMA

NOTICE INVITING BIDS

**LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)**

**CITY PROJECT NO. ST-367
CRRSAA PROJECT NO. CRAL-5319(018)**

NOTICE INVITING BIDS: Sealed proposals will be received at the office of the City Engineer, La Palma, California, until **10:30 AM on Tuesday, May 13, 2025** for furnishing of all labor, materials and equipment for **LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT, City Project No. ST-367** (the "Project").

All prospective contractors are to register through OpenGov, complete the required documents, complete the pricing table and review all attachments through OpenGov for the bid submittal. HARD COPY BID SUBMITTALS WILL NOT BE ACCEPTED.

The Bids shall be submitted through the OpenGov Procurement Portal to the City Engineer, City of La Palma for the **LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT, City Project No. ST-367 to be opened on Tuesday, May 13, 2025 at 10:30 PM.** The proposals will be opened through OpenGov and read aloud in the office of the City Engineer at the aforementioned time on the aforementioned date. Any proposals received after the aforementioned time on the aforementioned date shall be returned unopened.

DESCRIPTION OF WORK: The work includes Pavement Resurfacing Slurry Seal (Type II) along La Palma Avenue from West City Limits (WCL) to East City Limits (ECL) in the City of La Palma.

SUBSTITUTIONS: Contractors requesting to offer substitutions shall provide all product substitutions five (5) days prior to bid for consideration by the City prior to Bid. Substitutions will not be considered by the City after bids have been received.

COMPLETION OF WORK: The project shall be completed within **"Sixty (60)"** consecutive working days (Monday – Thursday), beginning on the date stipulated in the written Notice-to-Proceed issued by the City Engineer. Failure to complete the Work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, in the amount set forth in the Information for Bidders.

MANDATORY BIDDERS CONFERENCE: All bidders must attend a bidder's conference on Tuesday, APRIL 29, 2025 at 1:30 pm to be held at La Palma Community Center Fan Palm Room at 7821 Walker Street, La Palma, CA 90623. **All proposals received from Bidders not in attendance at the Bidders Conference shall be deemed non-responsive and shall be rejected. Deadline for all RFI's/Questions is May 2, 2025 by 4:00 pm.**

OBTAINING PLANS AND SPECIFICATIONS: Plans, Specifications, and any project addenda are available for download at the City platform OpenGov,

<https://procurement.opengov.com/portal/cityoflapalma>, and on the city's website, www.cityoflapalma.org. All prospective bidders are responsible for registering on OpenGov and checking the City's website for the issuance of any project addenda prior to the bid opening for inclusion as part of the bid proposal. Due to the posting of the documents on the city website, OpenGov will maintain a plan holder list. For project information, please contact the office of the City Engineer at (714) 690-3310.

BONDS: Pursuant to the Instructions to Bidders, each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of **ten percent (10%)** of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **labor and material bond** in the amount of **one hundred percent (100%)** of the total bid price.

SUBSTITUTION OF SECURITIES: The Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

WAGE RATES: As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which Work is scheduled to be performed. Copies of the wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the La Palma City Hall, 7822 Walker Street, La Palma, California, and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

CONTRACTOR'S LICENSE: In accordance with the provisions of California Public Contract Code Section 3300, the City requires that the bidder possess the following classification of contractor's license at the time that the bid proposal is submitted: Class **A, or Specialty**. If the license classification specified hereinabove is that of a "specialty contractor" as defined in Section 7058 of the California Business and Professions Code, the specialty contractor awarded the Contract for this Work shall itself construct a majority of the Work, in accordance with the provisions of California Business and Professions Code Section 7059. Each bidder shall clearly write or type their contractor's license number on the outside of the bidding envelope.

CONTRACTORS REGISTRATION: In accordance with the provisions of Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal or (b) engage in the performance of this Work, unless currently registered and qualified to perform the Work pursuant to Labor Code Section 1725.5.

COMPLIANCE MONITORING AND ENFORCEMENT: Contractor's performance of the Work described in this Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

EQUAL OPPORTUNITY: The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

CITY'S RIGHTS RESERVED: The City of La Palma reserves the right to reject any and all proposals or bids, including the bid of a bidder who has been delinquent or unfaithful in any former contract with the City of La Palma, or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good. No bidder may withdraw his or her bid for a period of sixty (60) days after the date from the opening thereof.

DATED: _____

CITY OF LA PALMA, CALIFORNIA

By:

Belinda Daines
Community Development/Public Works
Director

CITY OF LA PALMA

INSTRUCTIONS TO BIDDERS

**LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)**

**CITY PROJECT NO. ST-367
CRRSAA PROJECT NO. CRAL-5319(018)**

CONTRACT DOCUMENTS: The Contract Documents consist of the Notice Inviting Sealed Bid; Information for Bidders, Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Noncollusion Declaration to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; the Faithful Performance Bond, the Labor and Material Bond, Escrow Agreement for Security Deposits in Lieu of Retention; the Workers' Compensation Certificate, the General Provisions, Special Provisions and the Technical Provisions; the Specifications and the Drawings mentioned therein, and any Addenda issued by the City with respect to the foregoing prior to the opening of bids. Also included shall be any and all Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

The Engineer's estimate to complete the project construction work is \$370,000.00

PREPARATION OF BIDS: All proposals under these Contract Documents shall be submitted on the blank forms, which may be obtained at the office of the City Engineer of the City of La Palma, 7822 Walker Street, La Palma, California 90623. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. The signatures of all persons signing the Bid shall be in longhand. Prices, working and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the Bidder. In the event that the Bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership.

FORM AND DELIVERY OF BIDS:

All prospective contractors are to register through OpenGov, complete the required documents, complete the pricing table and review all attachments through OpenGov for the bid submittal. HARD COPY BID SUBMITTALS WILL NOT BE ACCEPTED.

The Bids shall be submitted through the OpenGov Procurement Portal to the City Engineer, City of La Palma for the **LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT, City Project No. ST-367 to be opened on Tuesday, May 13, 2025 at 10:30**

AM. The proposals will be opened through OpenGov and read aloud in the office of the City Engineer at the aforementioned time on the aforementioned date. Any proposals received after the aforementioned time on the aforementioned date shall be returned unopened.

The bid must be received on or before the time set forth in the Notice Inviting Bids for the opening of bids. The envelope shall be plainly marked in the lower left hand corner with the bidder's name and contractor's license number, the Contract designation and the date and time for the opening of bids. It is the Bidder's sole responsibility to ensure that its Bid is received prior to the scheduled closing time for receipt of Bids. In accordance with Government Code Section 53068, any Bid received after the scheduled closing time for receipt of Bids shall be returned to the Bidder unopened. At the time set forth in the Notice Inviting Bids for the opening of bids the sealed Bids will be opened and read aloud at the City Office.

CONTRACTOR'S REGISTRATION: In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal on or after March 1, 2015, or (b) engage in the performance of this Work after April 1, 2015, unless currently registered and qualified to perform the Work pursuant to Labor Code Section 1725.5.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered. The City reserves the right to reject any and all Bids.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the Bidder or his or her duly authorized representative and is filed with the City Engineer prior to the scheduled closing time for receipt of Bids. No proposal may be withdrawn during the period of sixty (60) days after the opening of proposals. Pursuant to Section 5100, et seq., of the California Public Contract Code, the Bidder shall notify the City within five (5) calendar days after the opening of bids of the mistake, specifying in the notice how the mistake occurred, in case of a mistake in the bid submitted by the Bidder.

PROPOSAL GUARANTEE: Each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of ten percent (10%) of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a labor and material bond in the amount of one hundred percent (100%) of the total bid price. The bidder whose proposal is accepted must enter into a contract within fifteen (15) days after written notice of the award and furnish the necessary bonds and insurance as hereinafter provided. In case of refusal or failure to enter into said contract, the cash, check or bond, as the case may be, shall be forfeited to the City.

No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amount are for the purpose of comparison of bids only.

INTERPRETATION AND ADDENDA: Each Bidder shall promptly and in writing, notify the City of any conflicts, errors, omissions, ambiguities or discrepancies found in the bidding documents. Addenda may be issued to modify the Contract Documents as deemed advisable by the City. Addenda will be posed or delivered to all parties recorded by the City as having received the contract Documents. No addenda will be issued later than seven (7) calendar days prior to the date for receipt of bids, except an Addendum, if necessary, postponing the date and time for receipt of bids or withdrawing the request for bids. Full consideration shall be given to all Addenda in preparation of Proposals, as Addenda form a part of the Contract Documents. Bidders shall verify the number of Addenda issued, if any, and acknowledge the receipt of all Addenda in the Bid. Failure to so acknowledge may cause the Bid to be rejected.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder" bound herein. No proposal for this work will be accepted from a Contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for Contractors shall apply also to subcontractors.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the Contract Documents therefor. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality and quantity of materials to be furnished; and as to the requirements of the Contract Documents, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefore.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

RETURN OF PROPOSAL GUARANTEES: Within ten (10) days after award of the contract, the City will return the proposal guarantees accompanying such of the proposals as are not

considered in making the award. All other proposal guarantees will be held until the contract has been finally executed. They will then be returned to the respective bidders whose proposals they accompany.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest cost and the contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these Contract Documents. The award, if made, will be made within sixty (60) days after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his or her bid. The City reserves the right, after opening bids, to reject any and all bids, to waive any informality in a bid, to make awards in the interest of the City, and to reject all other bids.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the Agreement provided in the Contract Documents, and shall secure all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guarantee shall be likewise forfeited to the City. The work may then be re-advertised.

INSURANCE AND BONDS: The Contractor shall comply with the insurance requirements in the General Provisions which are incorporated herein by this reference. The Contractor shall not commence work under the contract until he or she has secured all insurance and bonds required under the Contract Documents, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained. All insurance issued in compliance with this section shall be issued in the form, and by an insurer or insurers, satisfactory to and first approved by the City in writing.

The Contractor shall maintain adequate workers' compensation insurance under the laws of the State of California for all labor employed by him or her or by any subcontractor under him or her who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract, the Contractor shall provide the certificate regarding workers' compensation insurance as indicated in Page I-1 of these Contract Documents.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds guaranteeing faithful performance by the Contractor of all requirements under these Contract Documents and upon the payment of claims of material, persons and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on

the basis of the prices stated in the proposal. No bond will be accepted unless it conforms substantially to the forms furnished by the City, which are bound herein, and is properly filled out and executed.

All surety companies shall be admitted surety insurers and shall comply with the provisions of Code of Civil Procedure Section 995.630.

EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his or her construction experience and his or her organization and plant facilities available for the performance of the contract.

LISTING OF SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following). The form entitled "Information Required of Bidders" shall be used for this purpose.

WAGE RATES: The Contractor and/or subcontractor shall pay wages at rates not less than those adopted pursuant to the Labor Code of the State of California as indicated in the "Notice Inviting Sealed Bids."

SAFETY PERMIT: The City will not perform safety inspections for this Project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time of execution of these Contract Documents, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereafter referred to as the "Standard Specifications") which is incorporated herein by this reference. The Contractor shall have at the work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders (if applicable to the Project), and General Industry Safety Orders issued by the State Division of Industrial Safety.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "Construction Permit" from the City of La Palma's Engineering Department, said permit being a "no-fee" permit.

In addition to the requirements above noted, the Contractor and all subcontractors shall possess a valid **City of La Palma Business License** at the time of application for the Construction Permit and for the duration of the contract.

PROPOSAL FORM

FIRM
NAME: _____

ADDRESS: _____

TELEPHONE: _____

FOR

**LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)**

**CITY PROJECT NO. ST-367
CRRSAA PROJECT NO. CRAL-5319(018)**

FOR

CITY OF LA PALMA, CALIFORNIA

(One copy shall be completed and submitted as the bid;
the other shall be the bidder's file copy.)

PROPOSAL FOR**LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)****CITY PROJECT NO. ST-367
CRRSAA PROJECT NO. CRAL-5319(018)**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LA PALMA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore, in accordance with the plans and specifications therefore, known as **LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT, City Project No. ST-367**, which are on file in the office of the City Engineer of the City of La Palma; and the undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the City Engineer of the City of La Palma, duly appointed for said work in the matter of "**LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT, City Project No. ST-367**" on file in the office of the City Engineer of the City of La Palma, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices, to wit:

BID ITEM NO.	UNIT QTY	ITEMS UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
1.	LS 1	Mobilization and Traffic Control _____	\$ _____	\$ _____
2.	LS 1	Storm Water Pollution Prevention Plan (SWPPP/BMP) _____	\$ _____	\$ _____
3.	LS 1	Crack Seal _____	\$ _____	\$ _____
4.	SF 620,000	Install Slurry Seal [Type II] _____	\$ _____	\$ _____

BID ITEM NO.	UNIT QTY	ITEMS UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
5.	LS 1	Thermo Plastic Traffic Striping, Markings & Signage; Pavement Markers & Curb Paint _____	\$ _____	\$ _____
6	LS 1	Street sweeper services 30 calendar days after final completion _____	\$ _____	\$ _____
TOTAL FOR ALL ITEMS IN WORDS: _____			TOTAL FOR ALL ITEMS IN NUMBERS: _____	

Contractor and subcontractors to comply with applicable prevailing wage requirements of the California Department of Industrial Relations (DIR) and submit weekly-certified payrolls to the City Engineer. All compensation for complying with these provisions shall be included in the unit price for bid items.

It is understood and agreed that:

The contract will be awarded on the total bid price to the lowest responsible bidder. The City reserves the right to award a contract based on any combination of ALL or DELETED bid items.

1. The Bidder has carefully examined all the Contract Documents which will form a part of the contract; namely, documents consist of Notice Inviting Bids; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Noncollusion Affidavit to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; Faithful Performance Bond; Labor and Materials Bond; Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; and any Addenda issued prior to the submittal of this Proposal. Also included shall be any and all supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

2. The Bidder has satisfied itself as to the nature and location of the Work and fully informed itself as to all conditions and matters which can in any way affect the Work or the cost thereof.

3. The Bidder fully understands the scope of Work and has checked carefully all words and figures inserted in this Proposal and further understands that the City of La Palma will in no way be responsible for any errors or omissions in the preparation of this Proposal.

4. The Bidder has given the City Engineer written notice of all omissions, conflicts, errors or discrepancies that the Bidder has discovered in the Contract Documents, and the written resolution thereof is acceptable to the Bidder.

5. The Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Bidder will comply with such provisions of that Code before commencing the performance of this contract if it is awarded to the Bidder.

6. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the City against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

7. The Bidder will execute the Agreement and furnish the required bonds, together with the certification of insurance required, within fifteen (15) calendar days after the award of the Contract.

8. The Bidder will not begin work unless and until all requirements in regard to bonds and insurance have been satisfied, and the Bidder will complete said Work within the period of time specified in the Notice Inviting Bids.

9. If requested by the City, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

10. Prior to and as a condition of entering into an Agreement for the Work scheduled herein on which it submits a bid, the Bidder shall provide the City with proof of the Bidder's and all subcontractors' current registration to perform public work pursuant to Labor Code Section 1725.5.

Attached is a bidder's bond, certified check, or cashier's check No. _____ of the _____ Bank, for _____ Dollars (\$ _____), payable to the City of La Palma, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of La Palma, California. The City Council of the City of La Palma reserves the right to reject any and all bids. The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within fifteen (15) days following written notice of award of contract. All work to be done under this contract shall be completed within the time period set forth in the Notice Inviting Sealed Bids. The bid is submitted in response to the Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the City Council of the City of La Palma heretofore had and taken to date. The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

The undersigned are prepared to satisfy the City Council of the City of La Palma of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

NOW, THEREFORE, in compliance with the Contract Documents and all the provisions stipulated therein, the undersigned, with full cognizance thereof, proposes to perform the entire Project for the prices set forth hereinbefore.

Dated: _____

 Signature of Authorized Officer

 Print Name

 Title

 Firm Name

 Firm Address

CITY OF LA PALMA
BID BOND
FOR
LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)
CITY PROJECT NO. ST-367
CRRSAA PROJECT NO. CRAL-5319(018)

KNOW ALL PERSONS BY THESE PRESENTS that we _____
_____ as PRINCIPAL (hereinafter referred
to as "Bidder"), and _____ as
SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
(hereafter referred to as the "City") in the penal sum of _____
_____ Dollars (\$_____) (which is
ten percent (10%) of the total amount bid by Bidder to City 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 and successors,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Bidder has
submitted a bid to City to perform all work required under the Contract Documents for the
above stated Project, if said Bidder is awarded a contract by said City and within the time
and in the manner required under the heading "Instructions to Bidders," bound with said
Contract Documents, enters into a written contract on the form of "Agreement," bound
with said Contract Documents, and furnishes the required bonds, to guarantee faithful
performance and payment of labor and material, and furnishes certificates as evidence
of required insurance coverage, then this obligation shall be null and void; otherwise this
obligation shall remain in full force and effect and shall be forfeited to the City. In the
event suit is brought upon this bond by said City and judgment is recovered, said Surety
shall pay all costs incurred by said City in such suit, including reasonable attorney fees to
be fixed by the Court.

[Signatures on following page.]

WITNESS our hands this _____ day of _____, 20__.

BIDDER (seal)

By: _____
(Name and Title)
Title)

(Mailing address of BIDDER)

SURETY (seal)

By: _____
(Name and

(Mailing address of SURETY)

(NOTARIAL ACKNOWLEDGMENT
OF BIDDER)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

- 1. Address _____
- 2. Telephone _____
- 3. Type of Firm _____
(Individual, Partnership, or Corporation)
- 4. Corporation organized under the laws of the State of _____
- 5. Contractor's License No., Class & Expiration Date:

- 6. Contractor's DIR Registration Number: _____
- 7. List the names and addresses of all members of the firm or name and titles of all officers of the corporation:

- 8. Number of years' experience as a contractor in construction work _____
- 9. List at least three projects completed as of recent date:

Contract Amount	Class of Work	Date Completed	Name, Contract and Address of Owner

10. List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection _____

11. If requested by City, the bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of his or her current financial condition.

12. List the name and address of each subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each such subcontractor. ***The Bidder shall provide proof of each listed Subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code of the State of California.***

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Dated: _____

Signature of Authorized Officer

Print Name

Title

Firm Name

Firm Address

CONTRACTOR'S LICENSE DECLARATION

The undersigned declares that he or she is _____(title) of _____(firm), the party making the foregoing Bid (hereinafter, the "Bidder").

1. Bidder's Contractors License No., Class & Expiration Date:

License #'s

2. Bidder acknowledges that Section 7028.15€ of the Business and Professions Code provides as follows:

"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 chapters 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."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at _____ (insert city and state where declaration signed).

Signature

Print Name

BIDDERS CONFERENCE DECLARATION

The undersigned declares that he or she is _____ (Title) of _____ (Firm), the Party making the foregoing bid. Bidder declares that he or she or his or her duly appointed representative attended the Bidders Conference on April 29, 2025 at Community Services Center Fan Palm Room at 7821 Walker Street, La Palma, CA 90623.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2025 at _____
(insert City and State where Declaration is signed).

Signature

Printed Name

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on 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 is declaration is executed on _____ [date], at _____ [city], _____ [state].

Name: _____

Title: _____

Signature: _____

(NOTARIAL ACKNOWLEDGMENT)

AGREEMENT

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction ("Agreement"), made and entered into this day of _____, by and between the City of La Palma, a municipal corporation of the State of California, hereinafter referred to as the "City", and [**Contractor**], hereinafter called and referred to as the "Contractor." The Contractor and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

RECITALS: This Agreement is made and entered into with respect to the following facts:

That City desires to obtain through the Contractor the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Contractor Services").

That the Contractor represents to the City that the Contractor is well qualified to perform the Contractor Services by reason of Contractor's training, expertise, experience, and background.

That the public interest, convenience and necessity require that the City obtain the Contractor Services upon the terms and conditions set forth herein.

That the City and the Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by the Contractor for and on behalf of the City, in accordance with the terms and conditions set forth herein.

SERVICES:

Provision of Contractor Services: During the term of this Agreement, the Contractor shall provide the Contractor Services as set forth in Exhibit "A." Time is of the essence for this Agreement.

Additional Services: If the City desires to add additional services or service locations not specifically described in Exhibit A ("Additional Services"), the City shall notify the Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. The Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Contractor. It is expressly understood by the Contractor that the provisions of this Section 2(b) shall not apply to services specifically set forth in Exhibit "A" or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the services to be provided contrary to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefor. Unless

contradictory of this Section 2(b), all provisions in this Agreement applicable to the Contractor's performance of the Contractor Services shall also apply to the Additional Services.

Standard of Performance: In performing the Contractor Services, the Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. To the extent that the Contractor retains subcontractors to perform any portion of any of the Contractor Services, the Contractor has a duty to the City to ensure that the tasks and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Contractor.

Labor, Equipment, Materials: The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement. The Contractor represents that the Contractor Services will be performed by the Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State and local law to perform such tasks and services. The Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. The Contractor shall at all times ensure that all goods, materials, equipment or personal property included within the Contractor Services shall be of good quality, fit for the purpose intended.

Work Site: The Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, the Contractor shall immediately inform the City of such fact in writing and shall not proceed except at the Contractor's risk until written instructions are received from the City Representative.

Independent Contractor: It is understood and agreed that all Contractor Services, and all services, labor, equipment and materials furnished in conjunction therewith shall be furnished by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative (defined below). The City shall have the right to control the Contractor only as to results of the Contractor's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Contractor accomplishes the services performed under this Agreement.

AUTHORITY OF THE CITY REPRESENTATIVE:

City Representative: The "City Representative" shall be [**CITY REPRESENTATIVE**] of the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

Scope of Authority. The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations. The City Representative's decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

TERM OF AGREEMENT: This Agreement shall commence and terminate on the dates set forth in Exhibit "A". However, either Party, at its discretion, shall have the right to terminate this Agreement at any time by giving thirty (30) days advance written notice.

COMPENSATION:

Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit "B".

Invoices. The Contractor shall invoice the City on a monthly basis for all work performed by the Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Contractor during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit "B". Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Contractor has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

Record of Payment. The Contractor shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

LICENSES, PERMITS, APPROVALS, FEES:

The Contractor must possess at the time of commencing work and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. The Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

The Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. The Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. The 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 Contractor Services, and shall indemnify, defend and hold harmless the City and City Personnel against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against the City hereunder.

INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting the Contractor's indemnification obligations, the Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. In the event that the Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

Workers' Compensation Insurance (Statutory Limits) and **Employer's Liability Insurance** (with limits of at least \$1,000,000) for the Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, the Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general

liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Contractor's Insurance General Requirements:

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Commercial General Liability, Automobile Liability, and Employer's Liability shall name the City, and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to the City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

All insurance policies shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it.

All insurance policies shall be "occurrence" rather than "claims made" insurance.

All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against the City and City Personnel.

All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by the City.

All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

All insurance policies shall state that the City shall not be liable for the payment of premiums or assessments under the policy.

Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to the City for approval. By way of example, additional insured endorsements shall not be limited to "ongoing operations," exclude contractual liability, restrict coverage to the "sole" liability of the Contractor, or contain any other limitation contrary to this Agreement.

Deductibles: Any deductibles or self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by the City.

Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

Workers Compensation Insurance: The Contractor shall file with City the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement."

In the event the Contractor has no employees requiring the Contractor to provide Workers' Compensation Insurance, the Contractor shall so certify to the City in writing prior to the City's execution of the Agreement. The City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to workers' compensation.

Default of Insurance Requirements: In addition to any other remedies at law or equity the City may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for the Contractor's breach: (1) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (2) that becomes due to the Contractor hereunder, or both, until the Contractor demonstrates compliance with the insurance requirements herein; and/or (3) Immediately terminate this Agreement.

INDEMNIFICATION:

The Contractor shall indemnify, defend with legal counsel approved by the City, and hold harmless the City, City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature ("Claims") arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to Claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The Contractor's obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or City Personnel. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to

compensate the City for any losses, costs, liabilities, or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of the Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Contractor's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or withhold shall not act as a waiver of the Contractor's obligation to pay the City any sums the Contractor owes the City.

OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or subcontractors.

NON-DISCRIMINATION: The Contractor shall not discriminate against any employee or applicant for employment because of any impermissible classification pursuant to Federal or State law, including, but not limited to, race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. The Contractor shall incorporate the foregoing provisions in all subcontracts..

PATENTED AND COPYRIGHTED MATERIALS: The Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Contractor under this Agreement. Pursuant to Section 8 herein, the Contractor shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

PREVAILING WAGE REQUIREMENTS:

Public Work: The Contractor hereby expressly acknowledges and agrees that the City has never previously affirmatively represented to the Contractor, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, the Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the

implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the City will enforce all penalties required by law for the Contractor's failure to pay prevailing wages.

Labor Code of California: The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

In accordance with Sections 1773 and 1773.2 of the Labor Code, the City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with the City's principal office and are available to any interested party on request. The Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

The Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-Contractors or subcontractors employed by him or her in connection with this Agreement.

Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by the Contractor or any sub-Contractor or subcontractor.

Bidding Eligibility: Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

DIR Monitoring: Pursuant to Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONFLICTS OF INTEREST:

City Personnel. No City Personnel shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

Contractor. The Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor further agrees that while this Agreement is in effect, the Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Contractor to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by the City. In such event, the Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by the City.

NO UNDUE INFLUENCE: The Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee, or agent of the Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Contractor further warrants that it has not employed or retained any company or person

other than a bona fide employee working for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ASSIGNMENT: The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

PERFORMANCE: If the Contractor should neglect to prosecute the work to the City's satisfaction, or, in the City's reasonable discretion, fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may take appropriate action, including but not limited to any of the following: (1) meeting with the Contractor, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Contractor to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of the City's compensation to the Contractor for any unsatisfactory work performed; (4) suspending delivery of work to the Contractor for an indefinite time; (5) making good such deficiencies and deducting the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor; and/or (6) terminating this Agreement. Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

FORCE MAJEURE: Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("Force Majeure Event"). If the Contractor is the delaying Party, the City 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 such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Contractor's sole remedy shall be an extension of this Agreement pursuant to this section. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes

in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

NOT AN AGENT OF THE CITY: The Contractor is an independent contractor. Except as the City may specify in writing, the Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Contractor any authority, express or implied, to bind the City to any obligation whatsoever.

NO BENEFIT TO ARISE TO CITY EMPLOYEES: No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Contractor Services to be performed under this Agreement.

PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City:

City of La Palma
7822WalkerStreet
La Palma, CA 90623
Attn: **[CITY REPRESENTATIVE NAME]**

If to the Contractor:

WARRANTY: The Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. The Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, the Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by the Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, the Contractor's obligation hereunder

to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

ATTORNEYS' FEES: In any action or proceeding between the Parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

SEVERABILITY: If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

EXECUTION: The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

NO WAIVER: No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

NO THIRD-PARTY BENEFICIARIES: This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this

Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

NON-LIABILITY OF CITY PERSONNEL: No City Personnel 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 its successor, or for breach of any obligation of the terms of this Agreement.

VENUE: Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and the Contractor agrees to submit to the personal jurisdiction of such court.

SURVIVAL: The terms, provisions, representations and certification contained in this Agreement, or inferable therefrom, shall survive the termination of this Agreement and the payment of the compensation hereinabove provided.

SECTION HEADINGS AND SUBHEADINGS: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the entire understanding of the Parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the Parties hereto. The City Representative is hereby authorized to approve amendments to this Agreement to the extent permitted by applicable law.

COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "C", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its Mayor and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF LA PALMA

By: _____
[Mayor or City Manager]

ATTEST:

Kimberly Kenney, CMC
City Clerk

CONTRACTOR

By: _____

[Title]

By: _____

[Title]

APPROVED AS TO FORM:

RUTAN & TUCKER

By: _____
City Attorney, City of La Palma

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
 _____ (hereinafter referred to as "Contractor") as
 PRINCIPAL, and _____
 as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
 (hereinafter referred to as the "City") in the sum of _____
 _____ Dollars (\$_____) (this amount
 being not less than one hundred percent (100%) of the total bid price of the contract awarded
 by the City to the Contractor), 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 and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
 been awarded and is about to enter into the annexed contract with said City for consideration
 of the work under the specification entitled "**LA PALMA AVENUE SLURRY SEAL
 IMPROVEMENTS PROJECT, City Project No. ST-367**", and is required by said City to give
 this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants
 and obligations of said contract on his or her part to be done and performed at the time and
 in the manner specified herein, including but not limited to the provisions regarding contract
 duration and liquidated damages, then this obligation shall be null and void; otherwise, it
 shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation
 shall hold good for a period of one (1) year after the acceptance of the Work by the City,
 during which time if the Contractor shall fail to make full, complete, and satisfactory repair
 and replacements and totally protect the City from loss or damage made evident during the
 period of one (1) year from the date of acceptance of the Work, and resulting from or caused
 by defective materials or faulty workmanship, the above obligation in penal sum thereof shall
 remain in full force and effect. However, nothing in this paragraph to the contrary
 notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation
 of the Contractor remains.

Whenever Contractor shall be, and is declared by the City to be, in default under the
 Contract, the City having performed the City's obligations thereunder, the Surety shall
 promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and
 conditions, and upon determination by Surety of the lowest responsible Bidder,
 arrange for a contract between such Bidder and the City, and make available as work
 progresses (even though there should be a default or succession of defaults under
 the Contract or Contracts of completion arranged under this Paragraph) sufficient
 funds to pay the cost of completion less the balance of the contract price, but not

exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modifications thereto, less the amount properly paid by the City to the Contractor.

Surety expressly agrees that the City may reject any contractor or subcontractor (in accordance with the Contract Documents for this Contract) that may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor. The Surety shall not use the Contractor herein in completing the Contract nor shall the Surety accept a Bid from that Contractor for the completion of the Work if the City, when declaring the Contractor in default, notifies the Surety of the City's objection that that Contractor's further participation in the completion of the Work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of said contract release either said 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 said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 2025.

(seal)
Contractor

(seal)
Surety

By: _____
(Name and Title)
Title)

By: _____
(Name and

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
 _____ (hereinafter referred to as "Contractor") as
 PRINCIPAL, and _____
 as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
 (hereinafter referred to as the "City") in the sum of _____
 _____ Dollars (\$_____) (this amount
 being not less than one hundred percent (100%) of the total bid price of the contract awarded
 by the City to the Contractor), 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 and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
 been awarded and is about to enter into the annexed contract with said City for construction
 of the work under the specification entitled, "**LA PALMA AVENUE SLURRY SEAL
 IMPROVEMENTS PROJECT, City Project No. ST-367**" and is required by said City to give
 this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor, or any subcontractor of said Contractor, fails to pay
 for any materials, equipment, or other supplies, or for rental of same, used in connection
 with the performance of work contracted to be done, or for amounts due under applicable
 State law for any work or labor thereon, or for amounts due under the Unemployment
 Insurance Code with respect to work or labor performed under the contract, or for any
 amounts required to be deducted, withheld, and paid over to the State of California
 Employment Development Department, said Surety will pay the same in the amount not
 exceeding the sum specified above, and, in the event suit is brought upon this bond,
 reasonable attorney fees to be fixed by the court. This bond shall inure to the benefit of the
 City and of any persons, companies, or corporations, or their respective assigns, entitled to
 file claims under applicable State law, including, but not limited to, California Civil Code
 Section 3181.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any
 modification, renewal, or termination of this bond.

PROVIDED, that any alterations in the work to be done, or the materials to be furnished,
 which may be made pursuant to the terms of said contract, shall not in any way release
 either said Contractor or said Surety thereunder nor shall any extensions of time granted
 under the provisions of said contract release either said 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 said City and judgment is recovered, said
 Surety shall pay all costs incurred by said City in such suit, including reasonable attorney
 fees to be fixed by the Court.

[Signatures on following page.]

WITNESS our hands this _____ day of _____, 2025.

_____(seal)
Contractor

_____(seal)
Surety

By:_____
(Name and Title)
Title)

By:_____
(Name and

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 reads, in part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Labor Code Section 3700 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.

Signed, this _____ day of _____, 2025.

Name: _____

Title: _____

Signature: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CITY OF LA PALMA

GENERAL PROVISIONS

SECTION 1. INTENT

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Contract Documents is to include all work consistent therewith and reasonably inferable therefrom as being necessary for completion of the contract and to provide a functionally complete Project. The Contract Documents are intended to include all items necessary for the proper execution and completion of the Project. Materials or work described in words that indicate the proper execution and a well-known technical or trade designation shall be held to refer to such recognized standards. It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.

SECTION 2. PRECEDENCE OF CONTRACT DOCUMENTS

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, highest precedence shall be given to the Agreement and decreasing order as follows:

1. Specifications and Drawings
2. Special Provisions
3. Technical Provisions
4. General Provisions
5. Agreement
6. Instructions to Bidders
7. Notice Inviting Sealed Bids
8. Other Contract Documents
9. Standard Specifications (as hereinafter incorporated)

SECTION 3. STANDARD SPECIFICATIONS

The general provisions which shall apply to this contract include the provisions found in Part 1 – General Provisions of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time the Notice Inviting Sealed Bids is signed by the City Engineer, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). Part 1 – General Provisions of the Standard Specifications is incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.

Wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:

- (a) "Agency" means and refers to the City of La Palma, California.
- (b) "Board" means and refers to the La Palma City Council.

- (c) "Engineer" means and refers to the La Palma City Engineer, acting either directly or through authorized agents.
- (d) Other terms appearing in Part 1 – General Provisions of the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.

SECTION 4. LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of deposit in a United States mail depository or of personal delivery to said address. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the City Engineer.

SECTION 5. PAYMENTS

Attention is directed to subsection 9-3 of the Standard Specifications for partial payment and final payment provisions. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

SECTION 6. PAYMENTS TERMINATING LIABILITY

Pursuant to Public Contract Code Section 7100, payment of undisputed contract amounts is contingent upon the Contractor furnishing the City with a written release of all claims against the City and its officials, officers, employees, agents, and volunteers (collectively "City Personnel") arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

Notwithstanding the foregoing, the Contractor's acceptance of undisputed contract amounts shall act as a release of the City and City Personnel from all claims and liability to the Contractor for anything done or furnished for, or relating to, these amounts or for any act or neglect of the City or City Personnel relating to or affecting these amounts, except the claim against the City for the remainder, if any, of the amounts kept or retained as provided in subsection 9-3 of the Standard Specifications, unless the Contractor specifically provides written notice that it accepts said amounts under protest. If the Contractor accepts said amounts under protest, the Contractor shall not deposit said amounts for ten (10) days during which time the City may withdraw the funds.

SECTION 7. MONIES TO BE RETAINED

The Contractor's attention is called to subsection 9-3.2 of the Standard Specifications which sets the payment deduction and retention schedule applicable to the Project. Pursuant to Public Contract Code section 9203, the City shall withhold not less than five percent (5%) of the contract price until final completion and acceptance of the Project. Notwithstanding the foregoing, the City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expense, losses or damages, as determined by the City Engineer, incurred by the

City, for which the Contractor is liable under the Contract Documents.

SECTION 8. RECOVERY OF DAMAGES

The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Contract Documents.

SECTION 9. PROGRESS PAYMENTS

Pursuant to Public Contract Code Section 20104.50, whenever the Contractor properly files a request for payment, and the validity of the claim is not disputed or has been settled or agreed upon, payment of the claim by the City shall include interest at the legal rate set forth pursuant to Section 685.010 of the Code of Civil Procedure if payment has not been made by the thirtieth (30th) day after the proper submission of the claim.

SECTION 10. COMPLETION OF WORK

In the event that the City Engineer shall be of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

SECTION 11. FINAL INVOICE AND PAYMENT

(a) Whenever in the discretion of the City Engineer the Contractor shall have completely performed the contract, the City Engineer shall notify the City that the contract has been completed in its entirety. He or she shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Orange County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the City Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the City Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less five percent (5%) of the total work done.

(b) Pursuant to Public Contract Code section 7107, within sixty (60) days after the filing of the notice of completion of the work, the City shall pay to the Contractor the remaining retained amounts after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the faithful performance bond and the labor and material bond. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

(c) The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

SECTION 12. UNPAID CLAIMS

The Contractor's attention is drawn to Civil Code Division 3, Part 4, Title 15, Chapter 4 titled "Stop Notice for Public Work" (beginning with section 3179). The following provisions are to be read consistently with said Chapter 4 and to incorporate said Chapter 4 to the extent applicable. If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract, or that they have agreed to do so, shall timely file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the monies under its control so much of said monies due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City in its discretion permits the Contractor to file an additional bond in a penal sum equal to one and one-fourth times (125%) the amount of said claim, said monies shall not thereafter be withheld on account of such claim. A claimant shall not be entitled to enforce a stop notice unless the claimant shall have given the preliminary twenty (20) day notice in accordance with Civil Code section 3098 if so required by that section. No stop notice will be effective unless it is served before the expiration of thirty (30) days after the recording of a notice of completion or notice of cessation, or if no notice is recorded, ninety (90) days after completion or cessation. The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the provisions of the General Provisions pertaining to "Substitution of Securities."

SECTION 13. ALLOWABLE VARIATIONS

When in the Contract Documents a maximum or minimum either in size, percentage or thickness or relating to quality, character or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed hereby.

SECTION 14. CHANGES IN WORK

All changes in the work shall comply with Section 3 of the Standard Specifications.

When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be in accordance with the General Provisions and subsection 3-3.2.3 of the Standard Specifications.

SECTION 15. MARK-UP

The following markups shall apply for all extra work requested by contract change order:

(a) Work by Contractor:

The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	20%
Materials	15%
Equipment Rental	15%
Other items and Expenditures	15%
To the sum of the costs and markups provided for in this section, one percent (1%) shall be added as compensation for bonding.	

(b) Work by subcontractor:

When all or any part of the extra work is performed by a subcontractor, the markup established in section (a) above shall be applied to the subcontractor's actual costs of such work, to which a markup of ten percent (10%) on the first \$2,000.00 of the subcontracted portion of the extra work, and a markup of five percent (5%) on the work added in excess of \$2000.00 of the Subcontracted portion of the extra work may be added by the Contractor.

SECTION 16. INCREASED OR DECREASED QUANTITIES

If the total pay quantity of any item of work varies by more than 25 percent, compensation payable to the Contractor will be determined in accordance with the applicable portions of Section 3 of the Standard Specifications.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the City Engineer's Estimate is less than \$1,500 at the applicable contract unit price, the City Engineer reserves the right to make no adjustment in said price if he or she so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

SECTION 17. PUBLIC UTILITIES

The provisions of Government Code section 4215 are incorporated herein. As required under Section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the 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. The contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities. Notwithstanding the foregoing, the City is not required to indicate the presence of existing service laterals or appurtenances

whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities.

SECTION 18. TRENCHING

- (a) To the extent that the Project requires trenching or excavations that extend deeper than four (4) feet below the surface, Public Contract Code section 7104 is hereby incorporated and the following provisions shall apply:
 - (i) The Contractor shall promptly notify the City in writing before the following conditions are disturbed: (1) material the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117; (2) subsurface or latent physical conditions at the site differing from those indicated by the City prior to the deadline for submitting bids; and (3) unknown physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the character of the work.
 - (ii) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the Contract Documents.
 - (iii) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- (b) To the extent that the Project involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and requires the excavation of any trench or trenches five (5) feet or more in depth, Labor Code section 6705 is hereby incorporated and the following provisions shall apply:
 - (i) Submission by the Contractor and acceptance by the City or the City Engineer of 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 is required in advance of excavation.
 - (ii) If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 19. UNDERGROUND SERVICE ALERT

Except in an emergency, the Contractor prior to conducting any excavation or resurfacing shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing. Underground Service Alert may be contacted by calling 1-800-227-2600. The Contractor shall also notify the City of La Palma Public Works Department at (714) 690-3310.

In addition to and notwithstanding the foregoing, the Contractor is required to comply with all relevant provisions of Government Code section 4216 *et seq.* and all other laws regarding the relocation or disturbance of utilities. The Contractor's attention is specifically called to Government Code sections 4216.2, 4216.4 and 4216.6.

SECTION 20. LABOR CODE

- (a) Pursuant to applicable provisions of the Labor Code of the State of California, including Labor Code section 1773.2, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of worker needed to execute the work contemplated under the Contract Documents shall be paid to all workers employed on the work to be done according to this contract by the Contractor or any subcontractor and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. The City Engineer has on file the prevailing rate of per diem wages and will furnish the same to any interested party on request. A copy of the prevailing rate of per diem wages must be posted at each job site.
- (b) The provisions of Labor Code section 1776 are incorporated herein. As required under Section 1776, the Contractor and each 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 the public work. 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 sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (c) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices.
- (d) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to City, forfeit not more than \$50 (to be determined by the Labor Commissioner) for each calendar day, or portion

thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Project under the contract by Contractor or by any subcontractor under the Contractor. The Contractor shall be responsible to ensure that all contracts executed between the Contractor and the subcontractor for the performance of work on the Project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

- (e) Pursuant to Labor Code section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- (f) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- (g) Pursuant to Labor Code section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor and each subcontractor is required to secure the payment of compensation to its employees.
- (h) In accordance with Labor Code Section 1771.4, the Contractor shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly (or more frequently is specified in the Special Provisions) in a format prescribed by the Labor Commissioner. The Contractor shall also submit certified payrolls to the Engineer, including certified payrolls for all Subcontractors, at any tier, performing work on the site, regardless of the dollar amount of type of subcontract, if required by the Special Provisions.

SECTION 21. INELIGIBLE SUBCONTRACTORS

Pursuant to Public Contract Code section 6109, the Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code section 1777.1 or 1777.7. Any contract between the Contractor and an ineligible subcontractor for work on the Project is void as a matter of law. Any public money paid to the ineligible subcontractor by the Contractor shall be returned to the City.

SECTION 22. NOTIFICATION OF THIRD PARTY CLAIMS

The City and the Contractor shall each notify the other of the receipt of any third-party claims relating to the contract. This notification shall be made in writing within one (1) week from the receipt of the third-party claim.

SECTION 23. CLAIMS

This section shall apply to claims of \$375,000 or less arising between the City and the Contractor under this contract.

- (a) Pursuant to Public Contract Code Section 20104 *et seq.*, which is incorporated herein, the claim shall be in writing, include the documents necessary to substantiate the claim, and be filed with the City on or before the date of the final payment for the work. If the claim is less than \$50,000, the City shall respond in writing to the claim within 45 days of its receipt; or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the claim is over \$50,000, the City shall respond in writing to the claim within 60 days of its receipt, or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

- (b) If the Contractor disputes the City's written response, or if the City fails to respond within the prescribed time, to the claim, the Contractor may notify the City in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the City shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, *et seq.* For purposes of this paragraph, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the claim until the time such claim is denied, including any period of time utilized by the meet and confer conference.
- (c) The following procedures shall apply to any civil action filed pursuant to this section.
 - (i) Nonbinding Mediation - Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause

showing to the court.

- (ii) Judicial Arbitration - If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, *et seq.*, of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedure of Code of Civil Procedure Section 2016.010, *et seq.*, shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, *et seq.*, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.
- (iii) Interest on Award or Judgment - In any suit filed pursuant to this section, the City shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

All claims not subject to this section must be presented to the City pursuant to Government Code section 910 *et seq.* The City shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City shall be a prerequisite to the institution of any legal proceeding challenging the action(s) of the City.

SECTION 24. SUBSTITUTION OF SECURITIES

The provisions of Public Contract Code section 22300 are incorporated herein. At the request and expense of the Contractor, securities equivalent to any amount withheld by the City to ensure performance under the contract shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor. The Contractor shall bear all of the expense of the City and the escrow agent in connection with the establishment of an escrow account, the deposit of qualified securities into the escrow account, all statements and accounting relating to the escrow account, and the maintenance of the escrow account.

Securities eligible for investment under this section include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The Contractor shall, upon written notification to the City that the Contractor intends to open an escrow account with an escrow agent to deposit qualified securities as a substitute for retention of Contractor earnings required to be withheld by the City, notify the Surety in writing of such intention, and furnish the City with the written consent of the Surety to the utilization of such escrow account in lieu of periodic retention.

SECTION 25. ADDITIONAL SURETY

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the City Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the City Engineer within fifteen (15) days after notice, and in default thereof the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

SECTION 26. LIABILITY AND INDEMNIFICATION

The City and its officers, employees, agents, representatives, and the Engineer shall not be answerable or accountable in any manner, either individually or collectively for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Project. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work, except the active negligence, willful misconduct of City, its agents, servants or independent contractors who are directly responsible to the City.

Contractor shall indemnify the City, the Engineer, and the respective City Councils, officers, employees, agents and representatives, against, and hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the Project, operation or activities of Contractor, its agents, employees, subcontractors or invitee, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, its officers, directors, employees, agents, representatives, or the Engineer, but not to the extent such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of the City or City Personnel or independent contractors who are directly responsible to City; and in connection therewith:

- (a) Contractor shall defend any action or actions filed in connection with any of such claims, damages, penalties, obligations or liabilities, and shall pay all costs and expenses, including attorneys' fees, incurred in connection therewith.
- (b) Contractor shall promptly pay any judgment rendered against Contractor or the City or City Personnel or independent contractors who are directly responsible to City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder, and Contractor shall save and hold the City harmless there from.
- (c) In the event the City is made a party to any action or proceeding filed or

prosecuted against Contractor for such damages or other claims arising out of or in connection with the work, operation or activities of Contractor hereunder, Contractor shall pay to the City any and all costs and expenses incurred by the City in such action or proceeding, together with reasonable attorneys' fees. If the City is so named as a party to any such action, the City can elect to be represented by counsel of its choosing and Contractor shall be responsible to reimburse the City for all reasonable fees and costs associated with that representation.

- (d) So much of the money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

SECTION 27. PERSONAL LIABILITY

Neither the City, the City Engineer, nor City Personnel shall be personally responsible for any liability arising under the Contract.

SECTION 28. LEGAL ACTIONS AGAINST THE CITY

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable, the provisions of this section shall apply:

- (a) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.
- (b) If, pursuant to court order (other than an order to show cause), the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- (c) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

SECTION 29. INSURANCE

The Contractor shall not commence work under the Contract Documents until it has secured all types and amounts of insurance required under the Contract Documents, nor shall it allow any subcontractor to commence work on its subcontract until any such subcontractor has obtained the same insurance required of the Contractor under the

Contract Documents. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of Project until a notice of completion is issued by the City Engineer, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the City. The provisions of this Section 29 replace the provisions of Standard Specifications subsection 7-3.

(a) Insurance Coverage Required: Contractor shall provide the following types and amounts of insurance.

(i) Commercial General Liability Insurance. Contractor shall use Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than Three Million Dollars (\$3,000,000.00) per occurrence for all covered losses and no less than Five Million Dollars (\$5,000,000.00) general aggregate.

(ii) Workers' Compensation. Contractor shall use a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than One Million Dollars (\$1,000,000.00) per accident for all covered losses.

(iii) Business Auto Coverage. Contractor shall use ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than One Million Dollars (\$1,000,000.00) per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

(iv) Excess or Umbrella Liability Insurance (Over Primary). If excess or umbrella liability insurance is used to meet limit requirements, Contractor shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion

precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors, or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

(b) Contractor's Insurance General Requirements:

(i) Shall be issued by an insurance company that is an admitted carrier in the State of California and maintains a Secure Best's Rating of "A-" or higher; unless otherwise approved by the City;

(ii) Commercial General Liability, Business Auto Coverage and Excess or Umbrella Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively "City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City or City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) Shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

(iv) Shall be "occurrence" rather than "claims made" insurance.

(v) Shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) Shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

(viii) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of the Agreement by City.

- (d) Evidence of Coverage: The Contractor shall furnish the City with endorsed certificates of insurance demonstrating the coverage required by this Section which shall be received and approved by City not less than five (5) working days before work commences.

SECTION 30. INTEGRATION

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification. Contractor hereby acknowledges that no oral statement can be reasonably relied on and shall not be relied on for any equitable claim.

The Contract Documents represent the entire understanding of the City and the Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

SECTION 31. INDEPENDENT CONTRACTOR STATUS

The City hereby engages Contractor as an independent contractor for the sole purpose of performing the work related to the Project. Contractor shall perform the services on the terms and conditions set forth herein. Contractor is an independent contractor, and nothing in this Contract or in the relationship between the City and the Contractor shall constitute a partnership, joint venture, agency or any other similar relationship.

SECTION 32. SALES AND/OR USE TAXES

Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder, shall be paid by the Contractor.

SECTION 33. RECOVERY OF ANTI-TRUST CLAIMS

In submitting a bid to the City, the Contractor offers and agrees that if the bid is accepted, it will assign to the City 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 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

SECTION 34. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the City. The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract unless by and

with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever. In such event the contract may, at the option of the City, be terminated, revoked and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any purported assignment of the contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the City. If the City consents to any assignment of the contract, or any part thereof, and the contract or part thereof is in fact assigned, all rights and obligations under the Contract Documents will be of full force and effect as to both the Contractor as Assignor and the Contractor's Assignee unless the City agrees otherwise in writing.

SECTION 35. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The California Environmental Quality Act may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations applicable to the work, in conformance with the requirements in said California Environmental Quality Act, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

SECTION 36. PUBLIC SAFETY AND PUBLIC PROTECTION

The attention of the Contractor is directed to subsection 7-10.4 of the Standard Specifications and is cautioned that the Standard Specifications apply to demolition and/or removal work as well as construction work. Strict compliance with State and local safety requirements will be enforced.

The Contractor is required to make whatever the provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his or her operation warrant to protect the public from danger, loss of life or loss of property, which would result from interruption of or contamination to the public water supply, interruption of other public utility services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly to protection of work under this contract.

Whenever, in the opinion of the City Engineer, an emergency exists as a result of the Contractor's activity that threatens public safety, utilities and adjacent structures or property, immediate action shall be considered necessary in order to protect or property, the City Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act within a reasonable time, the City Engineer may provide suitable protection by causing such work to be done and material to be furnished as deemed reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor.

SECTION 37. TERMINATION

The City may terminate the contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the proceeding under the contract is prevented by law, an act of God, or an official action of a public authority. Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (a) The City Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City Engineer, the Contractor shall:
 - (i) Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
 - (ii) Perform work the City Engineer deems necessary to secure the Project for termination.
 - (iii) Remove equipment from the site of the work.
 - (iv) Take such action as is necessary to protect materials from damage.
 - (v) Notify all subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City Engineer.
 - (vi) Provide the City Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the City Engineer may request.
 - (vii) Dispose of materials not yet used in the work as directed by the City Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

- (viii) Subject to the prior written approval of the City Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the City Engineer, the Contractor shall assign to the City all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
 - (ix) Furnish the City Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
 - (x) Take such other actions as the City Engineer may direct.
- (b) The total compensation to be paid to the Contractor following termination shall be determined by the City Engineer on the basis of the following:
- (i) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the Project for termination. Reasonable cost will include a reasonable allowance for Project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.
- When in the opinion of the City Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.
- (ii) A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the City Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.
 - (iii) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the City Engineer.
 - (iv) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract. All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be

terminated and for a period of three years, and such records shall be retained for that period.

- (v) After acceptance of the work by the City Engineer, the City Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.
- (c) Acceptance of the terminated contract as specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - (i) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the City Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.
 - (ii) The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
 - (iii) When the City Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the Project for termination, he or she will recommend that the City Engineer formally accept the contract, and immediately upon and after such acceptance by the City Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the Project by the City Engineer.
- (d) The provisions of this Section 37 shall be included in all subcontracts.

SECTION 38. MAINTENANCE AND GUARANTEE

- (a) The Contractor hereby guarantees that the entire work constructed by him or her under the contract will meet fully all requirements of the Contract Documents and the Standard Specifications incorporated herein as to quality of workmanship and of materials furnished by him or her. The Contractor hereby agrees to make at his or her own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him or her that become evident within one (1) year after the date of final payment, and to restore to full compliance with the requirements of

these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to indemnify and hold the City and City Personnel harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the City Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his or her surety shall be liable to the City for the cost thereof.

- (b) The guarantees and agreements set forth in subsection (a) hereof shall be secured by a surety bond which shall be delivered by the Contractor to the City before the notice of completion and acceptance of the work by the City Engineer, as provided in subsection 6-8 of the Standard Specifications. Said bond shall be in an approved form by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of one hundred percent (100%) of the contract. Said bond shall remain in force for a period of one (1) year after the date of said notice of completion and acceptance. Instead of providing such a bond as described above, the Contractor may, at his or her option, provide for the faithful performance bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period.

SECTION 39. LIQUIDATED DAMAGES

Subsection 6-9 of the Standard Specifications is hereby amended as follows:

- (a) Failure of the Contractor to complete the work within the time allowed 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 consecutive calendar day in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of eight hundred dollars (\$800.00).

Execution of the contract under these specifications shall constitute agreement by the City and Contractor that eight hundred dollars (\$800.00) per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the contractor if such delay occurs.

- (b) In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contractor all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the Project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be in addition to the payment of liquidated damages.

SECTION 40. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract Documents, which is not so inserted, shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

SECTION 41. MISCELLANEOUS PROVISIONS

- (a) Governing Laws: The Contract Documents shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.
- (b) No Waiver: The waiver by any party of a breach of any provision of the Contract Documents shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.
- (c) Attorneys' Fees: If any legal action is necessary to enforce or interpret the terms of the Contract Documents, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs, and necessary reimbursements in addition to any other relief to which said party may be entitled.
- (d) Authority to Execute: The persons executing the Contract Documents on behalf of each party warrant that he/she is duly authorized to execute and deliver the Contract Documents on behalf of the respective party for whom he/she signs, and that by so executing the Contract Documents, each party is bound by the provisions of the Contract Documents.
- (e) Severability: If any term, provision, covenant or condition of the Contract Documents is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of the Contract Documents shall not be affected thereby, and each term, provision, covenant or condition of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.
- (f) No Third-Party Rights: Except for rights expressly set forth in the Contract Documents, execution and delivery of the Contract Documents shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to any person or entity other than each other and their respective affiliates.
- (g) Headings: The headings in the Contract Documents are for convenience of reference only, and shall not limit or otherwise affect the meaning of the Contract Documents.

- (h) Modifications and Communications: Neither the Contract Documents nor any provision hereof may be changed, waived, discharged or terminated orally or in writing, except that any provision of the Contract Documents may be amended by a writing signed by the parties, and the observance of any provision of the Contract Documents may be waived (either generally or in a particular instance in either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted. Any action, including but not limited to any request, approval, change in work request, extension request, and any communication, called out for by the Contract Documents shall only be binding on the respective parties if made a writing signed by the parties consistent with the terms of the Contract Documents.

CITY OF LA PALMA
SPECIAL PROVISIONS
FOR
LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)
CITY PROJECT NO. ST-367
CRRSAA PROJECT NO. CRAL-5319(018)

I. GENERAL

- A. STANDARD SPECIFICATIONS: All work embraced herein shall be accomplished in accordance with the Technical Parts of the Standard Specifications for Public Works Construction, latest edition plus any supplements, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). For purposes of the Special Provisions, "Technical Parts" refers to all parts of the Standard Specifications other than Part 1 – General Provisions. The Contractor's attention is drawn to the fact that the latest edition (not the latest edition at the time the Notice Inviting Sealed Bids is signed by the City Engineer) of the Technical Parts of the Standard Specifications applies to the Project. The Technical Parts of the Standard Specifications are incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Technical Parts of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.
- B. DEFINITION OF TERMS: For purposes of the Special Provisions, wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:
1. "Agency" - The City of La Palma, California.
 2. "Board" - The La Palma City Council.
 3. "Engineer" - The La Palma City Engineer, acting either directly or through authorized agents.
 4. Other terms appearing in the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.
- C. PROJECT PLANS: The location of the work, its general nature, extent, form and detail of the various features are shown on drawings, schedules, and standard plans, bound herein accompanying and made a part of these provisions.
- D. WATER POLLUTION: The contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt, or other materials from entering the surface drainage structures of the adjoining streets and the underground storm drainage system.

Prior to commencement, the contractor shall provide, in detail, his or her method and procedure to assure that it will comply with the current NPDES requirements of "Stormwater Pollution Prevention Plan". (SWPPP) and/or "Water Quality Management Plan" (WQMP).

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereof.

- E. SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

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

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

II. PUBLIC CONVENIENCE AND SAFETY

- A. GENERAL: In addition to the requirements specified in Subsection 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual on Uniform Traffic Control Devices".
- B. SAFETY DEVICES: Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense. Should the City Engineer point out the inadequacy of warning and protective measures, such action on the part of the City Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

Prior to beginning any construction, the Contractor shall furnish the City Engineer with emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the City Engineer within 2 hours.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$100 per call-out plus \$50 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

The Contractor shall remove any unnecessary traffic control devices from the work area in a timely manner. Should the Contractor fail to comply, upon notice from the City, within two (2) hours, City Staff will remove the devices and back-charge the Contractor at the rate of \$100.00 per instance requiring the City to complete a removal. These charges will be withheld from payments due the Contractor.

The Contractor shall, overnight and on weekends, monitor the condition of his or her traffic control devices for proper placement and safety. Should the City be notified of improper placement of these devices, the City Staff will make necessary corrections and back-charge the Contractor at the rate of \$100.00 per instance. These charges will be withheld from payments due the Contractor.

- C. TRAFFIC BARRICADE: The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the Project as specified in Subsection 7-10 of the Standard Specifications, or as directed by the City Engineer. On major streets, traffic maintenance shall conform to the provisions in Section 7-10.2, and these Special Provisions.

The Contractor shall prepare traffic control plans (TMPs) for approval from the City Engineer.

Cost for barricading, traffic control, TMPs shall be included in the bid price under Contract Item "Mobilization and Traffic Control" or under individual items and no additional compensation shall be made therefore.

- D. TRAFFIC AND ACCESS: The Contractor shall provide safe and continuous passage for pedestrian and vehicle traffic at all times. Emergency vehicles shall be permitted to pass through the work area without delay at all times.

The Contractor shall provide and maintain all necessary flagmen, barricades, delineators, signs, flashers, and any other equipment as set forth in the Work Area Traffic Control Handbook (W.A.T.C.H.) prepared by the Southern California Chapter

of the American Public Works Association, latest edition, or the State of California Department of Transportation “Manual of Warning Signs, Lights and Devices for use in Performance of Work Upon Highways”, latest edition; or as required by the City Engineer to insure safe passage of traffic.

The minimum taper allowed for transitional traffic from one lane to another shall be as follows:

<u>TRAFFIC SPEED (mph)</u>	<u>TAPER LENGTH (ft.)</u>
25	150
30	200
35	250
40	350
45	550
50	600

- E. LANE CLOSURES: Lane closures will not be permitted before 8:30 a.m. or after 4:30 p.m. in the arterial and secondary streets, and before 7:30 a.m. or after 4:30 p.m. in the local/residential streets, unless a request, in writing, has been received and approved by the City Engineer at least 72 hours in advance of the work.

No work shall commence prior to, or after the aforementioned hours.

The Contractor shall pay the Agency the sum of \$100 for every 15 minute interval, or portion thereof, whenever traffic lanes are closed or work commence and/ or continue other than as specified above, which the parties agree is a reasonable estimate of the cost the Agency shall incur because of any interference in traffic flows caused by the Contractor. No overnight lane closure shall be permitted without prior approval of the Agency.

The Contractor shall use flashing arrow signs for lane closures unless otherwise authorized by the City Engineer in advance of the work. Trench plates shall be of the non-skid type and shall be pinned to prevent movement. The plates shall be ramped with temporary AC.

- F. REMOVAL OF OFFICIAL SIGNS: In accordance with the requirement of Section 21464 of the Vehicle Code of the State of California, no person shall without lawful authority remove any official traffic control devices, guidepost or signpost placed or erected as authorized or required by law. Therefore, any such existing traffic control device, guidepost, or signpost located within alignment of or interfering with the new construction work required herein, shall not be removed or relocated without first obtaining permission to do so from the City Engineer.
- G. NOTIFICATION OF AFFECTED RESIDENCES AND BUSINESSES: Written notification shall be provided to residences and businesses fronting the Project alignment. Notify these parties 72 hours in advance of construction that will affect these properties. Door hangers or other means of notification shall be submitted to

and approved in advance by the City Engineer.

III. **SITE CLEANING**

All debris resultant from the Contractor's excavation or construction operation shall be removed from the site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer. All materials removed shall be disposed of outside of the right-of-way, which shall be left with a clean and finished appearance.

Contractor shall not permit the adjacent property, public or private, to become dirty and unsightly because of work under this contract. All equipment necessary to provide dust control shall be included in the unit contract prices bid for the project.

IV. **NOTIFICATION OF AGENCIES**

The following entities shall be notified at least **72 hours in advance** of any street closure or restriction to access by the Contractor. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

1. City Engineer
2. Fire Department
3. Police Department
4. Disposal & Street Sweeping Companies
5. Post Office
6. Affected School Districts
7. Residents within Project area
8. Any others that are determined by the City Engineer, as necessary to be notified.

V. **CONSTRUCTION YARD**

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City Engineer.

When storage sites are located on private properties, the Contractor shall be required to submit to the City Engineer written approval from the record owner authorizing the use of his or her property by the Contractor.

VI. **SANITARY CONVENIENCE**

Necessary sanitary facilities for the use of workers on work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced by the Contractor.

VII. CONFERENCE

The Contractor shall arrange for a pre-construction conference with the City Engineer and City Staff, which shall be held a minimum of five (5) working days prior to commencement of any work. The Contractor shall have his or her equipment available for inspection by the City Engineer at the time of the pre-construction conference.

VIII. PAYMENT

The lump sum or unit price paid for contract bid items shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals for constructing complete in place, as shown on the Plans, in these specifications, or as directed by the City Engineer.

IX. DAMAGE

Should any work under this contract damage or cause to be damaged any item or items not scheduled to be removed, such items shall be restored to their original condition and position, or shall be replaced, all at the Contractor's expense. All repairs or replacements shall be performed to the satisfaction of the Engineer.

X. WAGE RATES

Contractors are obligated to pay prevailing wages to persons employed by them for work under this contract. The contractor is required to keep all necessary records and documentation and prepare any required reports to verify that prevailing wages are paid in accordance with the State laws.

XI. "AS-BUILT" PLANS

The Contractor is required to submit to the City Engineer "As-Built" mark-up plans prior to final acceptance of the work. The plan shall indicate in red all deviations from the contract plans.

CITY OF LA PALMA

TECHNICAL PROVISIONS

LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)

CITY PROJECT NO. ST-367 CRRSAA PROJECT NO. CRAL-5319(018)

Description of Work

The scope of work in general consists of the following operations along La Palma Avenue from South City Limits to Thelma Avenue in the City of La Palma as shown in these specifications and project plans.

- Apply Weed Sterilant
- Seal-fill pavement cracks
- Slurry Seal Pavement with Type II Slurry Mix
- Thermo Plastic Traffic Striping, Signage and Pavement Markings; Pavement Markers and Curb Paint
- Street Sweeper services 30 calendar days after final completion

UNCLASSIFIED EXCAVATION

Unclassified excavation shall conform to the provisions in Section 300 of the Standard Specifications and these Special Provisions. Work shall include excavation and backfill.

A. Excavation:

Excavation shall consist of removal of vegetation, dirt, roots, existing base material and AC as required and backfilling, grading and compaction necessary to complete the project as shown on the plans and described in the specifications, also includes removal and disposal of excess unsuitable material. The use of stompers and rock wheels will not be allowed for any portion of the work on this project.

Contractor shall remove all stumps, roots and other obstructions under the new concrete and pavement work to a depth of 12" below the finished grade and 24" laterally. All root pruning of trees that are to remain, shall be done with a machine designated for this purpose, e.g. a root pruner or a stump grinder. In lieu of this, roots maybe exposed and individually cut with a sharp hand or chainsaw only. Under no circumstances should roots be torn, ripped out, or otherwise damaged with a backhoe or other equipment. Trees and plants that are not to be removed shall be fully protected from injury by the Contractor at its expense.

All excavated materials shall become the property of the contractor and shall be disposed of outside the roadway right of way at the end of each day.

B. Backfill

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed sub-grade and backfill materials shall be compacted to 95% relative compaction. Finished sub-grade shall not deviate more than 0.05 foot from the theoretical grading plane and must be firm and unyielding.

Backfill shall consist of placement of selected material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks, drive approaches, etc. Backfill material shall be considered select material acquired from project excavations. No backfill material shall be placed until approved by the Engineer.

All rocks, stones, debris and roots within 12 inches of the finished surface shall be removed and disposed of outside the roadway right of way.

C. Tests

The laboratory maximum density test shall be per Subsection 211-2.1 of the Standard Specifications. Compaction tests will be considered necessary in all pavement reconstruction areas whether the sub-grade is disturbed or not by the Contractor's operations. Compaction tests shall be made at locations selected by the Engineer.

The City at no cost to the Contractor will make any required material and compaction tests. Should first compaction test fail, Contractor shall bear the cost incurred to perform all the following necessary tests to meet compaction requirements.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Full compensation for this item shall be considered as included in the various related items of work and shall include saw-cutting, excavation, asphalt removal, concrete removal and earth hauling disposing and furnishing of all labor, tools, equipment and doing all work necessary in accordance with the plans and specifications.

The cost of excavation and backfill shall be considered as being included in the various related items of work and shall include stockpiling of material, labor, tools, equipment, compaction, leveling and removal of rock, stones and debris, disposal of unsuitable materials and finishing the areas to a clean, neat appearance with no additional compensation being considered.

CONSTRUCTION METHODS:

Access to all private properties shall be maintained at all times during construction. The slurry created by the saw cutting shall be removed by vacuum during saw cutting operations. Residue from roadway pavement, sidewalk and subgrade removal operations, if any, shall not be permitted to flow or travel into gutters, onto adjacent street surfaces and parkways. All residues shall be completely removed by sweeping and disposed. No washing of residue into gutters and/or drainage structures will be allowed. The grinding or cleaning residue shall become the property of the Contractor and shall be removed from the site.

During construction and excavation, soft and unstable sub grade is expected to be encountered. The City engineer shall determine the method of stabilizing these areas.

Removals shall consist of the removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not limited to: roadway pavement, concrete sidewalk, aggregate base, sub base, vegetation, trees, roots, rocks, markers, shrubs and earth.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed three (3) calendar days at any one location unless approved otherwise by the Engineer or necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

Under no circumstances, shall the Contractor place concrete forms and leave the forms in place for more than 24 hours, aside from curing freshly poured concrete. Access to all residences and businesses shall be maintained to an acceptable condition unless approved otherwise by the Engineer or necessary to facilitate or protect work.

In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer. Trees shall be protected in place, unless otherwise specified.

The Contractor shall dispose of all material from the job site at the end of each day and shall bear all expenses of hauling and disposal of materials.

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in this section as specified herein, shall be considered as included in the price paid for the related items of work as listed in the bid sheet.

Best Management Practices (BMPs)

Per the Federal Clean Water Act, the contractor is required to eliminate pollution to waters of the United States in regards to this project. This project requires the Contractor to implement "Best Management Practices". The contractor shall implement BMPs for Construction Projects and comply with all applicable requirements of the "Orange County Storm Water Program - Construction Runoff Guidance Manual" dated September 2006.

All debris resultant from the Contractor's excavation or construction operation shall be removed from the site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer. All materials removed shall be disposed of outside of the right-of-way, which shall be left with a clean and finished appearance.

All existing landscaping, ground cover, grass, plants, shrubs, and/or trees, which are damaged during construction, shall be replaced with the same type or approved variety.

The contract unit price paid for various contract items shall include full compensation for complete and operational items, including cleaning the street and impacted areas, all labor, tools, equipment and incidentals and for doing all the work involved in constructing the proposed improvements, complete in place as shown on the project plans and these specifications.

BID ITEM NO. (1), MOBILIZATION and TRAFFIC CONTROL:

Mobilization and Traffic Control shall conform to the Standard Specifications, Work area traffic control handbook, and these Special Provisions. The traffic control plan shall be prepared, stamped, and signed by a licensed Traffic Engineer or Civil Engineer and submitted to the City Engineer for approval. Traffic control measures shall be implemented as per approved traffic control plans and these specifications for the proposed improvements. Also, the Contractor shall obtain permits from the Cities of La Palma, Buena Park and Cerritos for prosecution of the work per project plans and these specifications.

The price of this item shall be at the contract unit price per the lump sum price bid for Mobilization and Traffic Control, and shall include full compensation for mobilization, de-mobilization, preparing traffic control plans and furnishing labor, tools, equipment and incidentals required for implementation of traffic control measures for the proposed improvements in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

BID ITEM NO. (2), PREPARE SWPPP/EROSION CONTROL/BMP's:

Under this contract, the contractor agrees to prepare for approval from the City Engineer and implement an approved Storm Water Pollution Prevention Plan (SWPPP) to prevent

the run-off of construction materials into the City's storm water system. These run-off control measures are defined by the currently applicable National Pollutant Discharge Elimination System (NPDES) Permit and are also governed by the City of La Palma Municipal Code. Contractor shall provide a SWPPP prepared, signed, and stamped by a California licensed Civil Engineer with a Qualified Stormwater Developer (QSD) license for City review and approval.

It is anticipated that storm and surface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. Where necessary to protect the work or materials from damage, the Contractor shall, at his expense, provide suitable roadway drainage and erect such temporary structures as are necessary to protect the work or materials. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct his operations in such a manner that storm or other waters may proceed without diversion or obstruction along existing street and drainage courses. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

Methods to handle and dispose of all storms, surface or other waters shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), the Federal clean Water Act and any City and County regulations.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, dirt, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

The Contractor shall implement all necessary Best Management Practices (BMPs) in order to comply with the following construction/erosion control requirements.

- Sediment from areas disturbed by construction shall be retained on-site using structural controls to the maximum extent practicable.
- Stockpiles of soil/debris shall be properly contained to minimize sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking, or wind.
- Appropriate BMPs for construction related materials, wastes, spills or residues shall be implemented to minimize transport from the site to streets, drainage facilities, or adjoining property by wind or runoff.

- Runoff from equipment and vehicle washing shall be contained at construction sites at all times.
- All Construction Contractor and Subcontractor personnel are to be made aware of the required Best Management Practices and good housekeeping measures for the project site and any associated construction staging areas.
- At the end of each day of construction activity, all construction debris and waste materials shall be collected and properly disposed of.
- Construction sites shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off the site.
- Potential pollutants include but are not limited to: solid or liquid chemical spills, wastes from paints, stains, sealants, glues, lime, pesticides, herbicides, wood preservatives and solvents, asbestos fibers, paint flakes or stucco fragments, fuels, oils, lubricants, and hydraulic, radiator or battery fluids, concrete, detergent or floatable wastes, wastes from any engine/equipment steam cleaning or chemical degreasing, and super chlorinated potable water line flushing.
- During construction, disposal of such materials should occur in a specified and controlled temporary area on-site physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.
- Dewatering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited. Dewatering of non-contaminated groundwater requires a National Pollutant Discharge Elimination System (NPDES) permit from the State Regional Water Quality Control Board.

MEASUREMENT AND PAYMENT:

Payment for this Bid Item shall be at the contract unit price per the lump sum price bid for Storm Water Pollution Plan (SWPPP), and shall include full compensation for preparing SWPPP and furnishing labor; tools, equipment and incidentals required for, in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

BID ITEM NO. (3), CRACK SEAL:

Pavement cracks greater than 1/8" shall be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks

shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

The Contractor shall submit the manufacturer's material certification for the asphalt sealant to the City Engineer for review and approval at least fourteen (14) calendar days prior to commencing any work. Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

MEASUREMENT AND PAYMENT:

Payment of this Bid Item shall be per lump sum contract price and shall include full compensation for cleaning, preparing pavement cracks, applying crack sealer and furnishing labor, tools, equipment and incidentals in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

BID ITEM NO. (4) SLURRY TYPE II:

The Contractor shall furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to provide a Slurry Seal. Slurry Seal shall consist of a mixture of approved emulsified asphalt, mineral aggregate, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface. The completed Slurry Seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture throughout its service life.

MATERIALS

Emulsified Asphalt Material – The liquid emulsion shall be water-based emulsified asphalt comprised of straight-run vacuum tower bottoms, synthetic SBR latex polymer, and emulsification agents. The SBR polymer shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for use in a Slurry Seal machine.

The emulsified asphalt shall conform to the requirements of the ASTM specification for quick set CQS with revisions as indicated in the table below. In addition, the emulsion shall contain 1%, 3% minimum SBR latex solids based on weight of asphalt cement. The slurry seal mixture shall contain an emulsion content of 10 – 20% by weight of dry aggregate, which shall be determined in the laboratory by an approved mix design process. The residual asphalt content shall be 5 – 15% based on weight of dry aggregate.

Tests on CQS Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 25°C, sec, (a)	20	100	ASTM D 244
Particle Charge Test	Positive		ASTM D 244
Sieve Test, % (a)		0.1	ASTM D 6933
Distillation: (b)			AASHTO T 59
Residue, %	60		AASHTO T 59
Polymer:			
Polymer Solids Based on Weight of Asphalt, %	1, 3		Supplier Cert.
Polymer Type:	SBR Latex		Supplier Cert.
Tests on Residue (b)			AASHTO T 59
Penetration, 25°C, 100g, 5s	40		ASTM D 5
Ductility, 25°C, 5 cm/min, cm	40		ASTM D 113
Solubility in Trichloroethylene, %	97.5		ASTM D 2042
Elastic Recover, 77 F, 10cm,1h, %	40		ASTM D 5976

The specification for Slurry Emulsion is in accordance with the material properties and test methods as specified by ISSA, ASTM, and AASHTO.

- (a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- (b) Residue by evaporation is intended to provide rapid determination of the percent residue and to provide material for tests on residue. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test specified by AASHTO T59. For polymer-modified emulsions, the distillation and evaporation tests will be modified to include 400F maximum temperature to be held for 15 minutes.
- (c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

AGGREGATE - The aggregate shall consist of manufactured granite crusher fines. The smooth textured crusher fines shall have less than 1.25% water absorption. The aggregate shall be gray in color with 100% fractured faces, clean and free from organic matter or other deleterious substances and clay balls. Oversized granular material and/or presence of clay balls will require the project to be stopped and shall meet the following requirements:

Gradation Table – Aggregate (percent passing) ^{(a) (b)}

Sieve Size	Type II	Type III	Tolerance
3/8"	100	100	+ or -5%
No.4	90-100	70-90	+ or -5%
No. 8	65-90	45-70	+ or -5%
No. 16	45-70	28-50	+ or -5%
No. 30	30-50	19-34	+ or -5%
No. 50	18-30	12-25	+ or -4%
No. 100	10-21	7-18	+ or -3%
No. 200	5-15	5-15	+ or -2%

(a) Meets ISSA gradation.

(b) If oversize material is present, screening through a 1/4" screen will be required prior to delivery to the slurry machine. If clay balls are present, the aggregate may not be used.

- Resistance to Degradation (ASTM C131grading D) 20% maximum loss
- Soundness of Aggregate (ASTM C88) 15% maximum loss
- Sand Equivalent (ASTM D 2419) 55% maximum
- LA Abrasion (AASHTO T96) 20% maximum loss

Mineral Filler: Hydrated lime, limestone dust, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

Water: All water used shall be potable and free of dissolved materials which may affect the mix characteristics or finished characteristics of the product.

Additives: Additives may be used to accelerate or retard the break-set of the Slurry Seal or to improve the resulting finished surface. The use of additives in the Slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments, if required, after approval by the Project Manager.

Slurry Seal Mix Design Specifications: Before work begins, the Contractor shall submit a mix design covering the specific materials to be used on the project. The mix design shall identify the job mix formula and present test results for the required specifications verifying the compatibility of the aggregate and the modified CQS-1HL. The mix design shall follow the standards and guidelines as set forth by ISSA. The Slurry mixture shall meet the following specifications:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-100	Wet-Track Abrasion Loss, six (6) day Soak	75 g/ft ² (807 g/m ²)
ISSA TB-109	Sand Adhesion by wheel tester	50 g/ft ² Maximum
ISSA TB-105	Asphalt Content (based on dry aggregate)	5 – 15%
Trial Mix Characteristics		
ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-113/3.5	Mix Characteristics	No excess free liquids in mix No excessively dry or stiff mix
ISSA TB-113/3.6	Mix Time at 77°F	180 seconds minimum
ISSA TB-113/3.6	Mix Time at 100°F	120 seconds minimum
ISSA TB-113/3.7	Set Time at 77°F Displacement	30 minutes maximum
ISSA TB-113/3.8	Clear blot	30 minutes maximum
Cured Trial Mix Evaluation (24hr-77°F cured mix from ISSA T113/3.6 -30 second mix)		
ISSA T113/4.1	Surface Examination	No tackiness No Shininess
ISSA T113/4.2	Fines Flotation	No fines flotation
ISSA T113/4.3	Internal Adhesion	95% minimum coating, all size particles securely held in mix, no asphalt/aggregate segregation
Wet Stripping Test -modified to a 10 minute boiling period (24hr 77°F cured mix from ISSA T113/3.6 -30 second mix)		
ISSA T114	Coated aggregate integrity	95% minimum coating report solid, broken, crumbly, etc.
ISSA T139	Cohesion Value at 77°F	30 min 12 kg-cm min 60 min report 2 hr report 4hr report 24hr solid spin (26 in-lb)

Composition of mixture: The owner shall approve the design mix and all Slurry Seal materials and methods prior to use and shall designate the proportions to be used within the following limits:

Residual Asphalt:	5% – 15% by dry weight of aggregate.
Emulsion Content:	10% - 20% by dry weight if aggregate.
Mineral Filler:	0.5% to 2% by dry weight of aggregate.
Polymer Content:	1%, 3% minimum based on weight of asphalt cement.
Water (Potable):	As required to provide proper consistency.
Application Rate (average):	16-20 lbs. per square yard (Type II) 18-22 lbs. per square yard (Type III)

Equipment: The material shall be mixed by either a truck mounted or self-propelled micro-surfacing mixing machine. The machine shall employ continuous flow mixing and be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler and water to maintain an adequate supply to the proportioning controls.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked. The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time. The emulsion pump shall be a heated positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box. The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

Spreading Equipment: The paving mixture shall be spread uniformly by means of a mechanical type squeegee box attached to the mixer, equipped with paddles and/or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. No “burlap” will be permitted to be drug behind the squeegee box except along the seams where a 2’ to 3’ wide burlap “blanket” will be permitted to be

drug to the extent necessary to achieve an acceptable finish at the seams as determined by the owner. Rut filling equipment will require adjustable steel strike-off plates. The seam where two spreads join shall be neat appearing and uniform. All excess material shall be removed from ends of each job site immediately.

Calibration: Each mixing unit to be used during performance of the work shall be calibrated in the presence of the Project Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided they were made during the same calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to each machine's metering devices. No machine will be allowed to work on the project until all calibrations have been completed and/or accepted by the Project Manager.

Lines: Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance.

Handwork: Approved hand squeegees, with burlap drags, shall be used to spread Slurry in areas not accessible to the Slurry spreader box. Care shall be exercised in leaving no unsightly appearance from handwork.

Curing: Areas receiving Slurry Seal will be allowed to cure from three to five hours or until the treated pavement will not be damaged by traffic. The Contractor will protect the area with suitable barricades or markers for the full curing period. Areas damaged within 24 hours of application of Slurry, or prior to moving to new work locations, shall be repaired by the Contractor at their expense.

Surface Preparation: Immediately prior to applying the Slurry Seal, the surface shall be cleared of all loose material, oil spots, vegetation and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before Slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Slurry Seal by a suitable method. The Project Manager shall approve the surface preparation prior to surfacing.

Weather Limitations: The Slurry Seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Slurry Seal shall be applied when air temperatures will be below freezing within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

Notification: All homeowners and businesses affected by the paving shall be notified 24 hours in advance of the surfacing. Suitable tow-away signs may be posted prior to the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be in a form of written posting, stating the time and date that the surfacing will take place.

Traffic Control: Suitable methods shall be used by the contractor to protect the Slurry Seal from damage from all types of vehicular traffic. Opening to traffic does not constitute

acceptance of the work. The Project Manager shall be notified of the methods to be used. In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the Slurry Seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a Slurry Seal.

Clean Up: All areas, such as man-ways, gutters and intersections, shall have the Slurry Seal removed as specified by the Project Manager. The Contractor shall remove any debris associated with the performance of the work on a daily basis.

Measurement and Payment: The Slurry Seal shall be measured and paid for by the square feet on the slurry seal work completed and accepted by the City. **Acceptance by the City shall be verified by the acceptance of the City's material testing Wet Abrasion Testing conducted at the City's cost.** The price shall be full compensation for furnishing all materials; for preparation, mixing and applying these materials; and for all labor, equipment, tools, test design, cleanup and incidentals necessary to complete and warrant the job as specified herein.

BID ITEM NO. (5), THERMO PLASTIC TRAFFIC STRIPING, SIGNAGE & PAVEMENT MARKINGS; RAISED PAVEMENT MARKERS AND CURB PAINT:

This work shall consist of the installation of traffic thermo plastic stripes, pavement markings, curb paint, markings and legends, and raised pavement markers shall be of the type as noted in project plans and these specifications and at the same locations as they existed prior to implementation of improvements and reconstruction on this project (additional legends shall be at locations as shown on project plans). It shall be the Contractor's responsibility to locate and identify all existing pavement markings prior to commencing work, for replacement after work has been completed. Striping, cross-walks, limit lines, and pavement legends shall be thermo plastic. Curbs shall be painted with same color as existing.

MATERIALS:

The pavement striping and markings (cross-walks, limit lines, legends etc.) material shall be Thermoplastic as follows: Thermoplastic shall be composed of ALKYD/MALEIC THERMOPLASTIC PAVEMENT material that is applied to a road surface in a molten state by extrusion means with a surface application of glass spheres. When applied properly and at the designated thickness and width, the stripe shall, upon cooling, be reflectorized and be able to resist deformation by traffic. Thermoplastic material shall conform to Section 84 of the Standard Specifications of the State of California except as follows: **The Thermoplastic material shall be homogeneously composed of pigment, filler, resins, and glass reflectorizing spheres.**

The material manufacturer shall have the option of formulating the material according to

his own specifications, however, the solid resin shall comprise a minimum of 8% by weight of the entire material formulation which shall only consist of 100 percent maleic-modified glycerol ester of wood resin with no tall oil derivatives. The physical and chemical properties contained in these specifications shall apply regardless of the type of formulation used. The material upon heating to application temperature shall not exude fumes which are toxic or injurious to persons and property. The specific gravity of the thermoplastic traffic line material shall not be less than 1.95 nor more than 2.15. The pigments, beads and filler shall be uniformly dispersed in the resin. The material shall be free from all skins, dirt and foreign objects and shall be composed by weight of at least 18% binder, 25% glass beads, and 8% titanium dioxide. The binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature, and high boiling point plasticizers. At least one-third of the binder composition shall be the solid maleic-modified glycerol ester wood resin and shall be no less than 8% by weight of the entire material formulation. The binder shall not contain petroleum-based hydrocarbon resins, tall oil resins, blends of tall oil resin and wood resin or similar derivatives.

Paint for curbs, cat tracks and dribble lines shall be furnished by the Contractor. Paint shall be either the Fast Dry or Rapid Dry type at the option of the Contractor. The paint to be furnished shall conform to the State of California Department of Transportation's current specifications for such materials. Copies of said specifications are available for inspection at the Department's Transportation Laboratory, Sacramento, California.

Guarantee: The pavement marking material furnished and installed under this contract shall be guaranteed for one year by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion resulting from defective materials or methods of application, loss of reflectivity and damage from traffic and wear.

CONSTRUCTION METHODS:

Mechanical means shall be used to install traffic stripes and pavement markings. Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be no more than 3 inches in width and not more than 5 feet apart on curves and 10 feet apart on tangents. Dribble lines shall consist of marking the pavement with a thin line of paint using a striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment. Paint for cat tracks and dribble lines shall be the same color as the thermo plastic traffic stripe for which they are placed.

All work and material shall conform to the requirements of the State of California, Caltrans Standard Specifications, Latest edition, and the latest edition of the State of California Traffic Manual and these specifications.

All permanent restriping and placement of pavement markers on streets shall be done by

the Contractor. Permanent restriping shall be in accordance with the requirements of the City of La Palma and as required per Caltrans Standards. It is the City's intent to upgrade the existing striping channelization from paint only, as is presently the case, to a combination of thermo plastic and raised pavement markers as called for on the referenced Caltrans Standards. The striping, crosswalk and legend symbols shall be thermo plastic.

The Contractor shall paint "cat track" striping for approval by the Engineer prior to opening newly paved areas for traffic. The Contractor shall furnish and install raised pavement markers and thermoplastic striping and markings no sooner than seven (7) days nor later than ten (10) days following restriping.

The Contractor shall furnish and install one (1) reflective BLUE raised marker on the new pavement for each existing fire hydrant. Its location shall match existing or as directed by the Engineer.

Newly installed thermo plastic traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until thoroughly dry.

MEASUREMENT AND PAYMENT:

Payment of this Bid Item shall be per lump sum contract price and shall include full compensation for removal of stripes and markings, cat tracking, placement of raised pavement markers, thermoplastic traffic stripes and pavement markings consisting of legends and crosswalks, and curb paint.

BID ITEM NO. (6) STREET SWEEPING SERVICES:

The Contractor shall provide street sweeping services thirty (30) calendar days after final completion of project street/s. Contractor shall furnish proper mechanical equipment to remove loose asphalt debris and skid/slurry residue from man-ways, gutters, and intersections, one day per week for a four (4) week period or thirty (30) calendar days, whichever gives four (4) consecutive weekly sweepings. All sweepings shall be completed one (1) day prior to city scheduled street sweepings.

MEASUREMENT AND PAYMENT:

Payment of this Bid Item shall be per lump sum contract price and shall include full compensation for material, labor, tools, equipment for street sweeping operations including removal and disposal of removed material and incidentals in accordance with Standard Specifications and these Technical Provisions and no additional compensation will be allowed therefore.

Appendix “A”

Standard Plans

CITY OF LA PALMA

**LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)**

**CITY PROJECT NO. ST-367
CRRSAA PROJECT NO. CRAL-5319(018)**

STANDARD PLANS

CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS:

STD PLAN A88A -- CURB RAMP DETAILS
STD PLAN A88B -- CURB RAMP AND ISLAND PASSAGEWAY DETAILS
STD PLAN A20A -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS
STD PLAN A20B -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS
STD PLAN A20C -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS
STD PLAN A20D -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS

CITY OF LA PALMA/APWA STANDARD PLANS

STD PLAN 510	MANHOLE FRAME AND COVER
STD PLAN 703	VALVE BOX INSTALLATION
STD PLAN 110-2	DRIVEWAY APPROACHES
STD PLAN 113-2	SIDEWALK REPLACEMENT
STD PLAN 120-2, 121-2	CURB AND GUTTER
STD PLANS 122-2, 123-2	CROSS GUTTERS
STD PLAN 1328 - BMP	SANDBAG VELOCITY REDUCER
STD PLAN 1330 - BMP	TEMP. DRAINAGE INLET

Appendix “A”

Standard Plans

CITY OF LA PALMA

**LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)**

**CITY PROJECT NO. ST-367
FEDERAL PROJECT NO. CRAL-5319(018)**

STANDARD PLANS

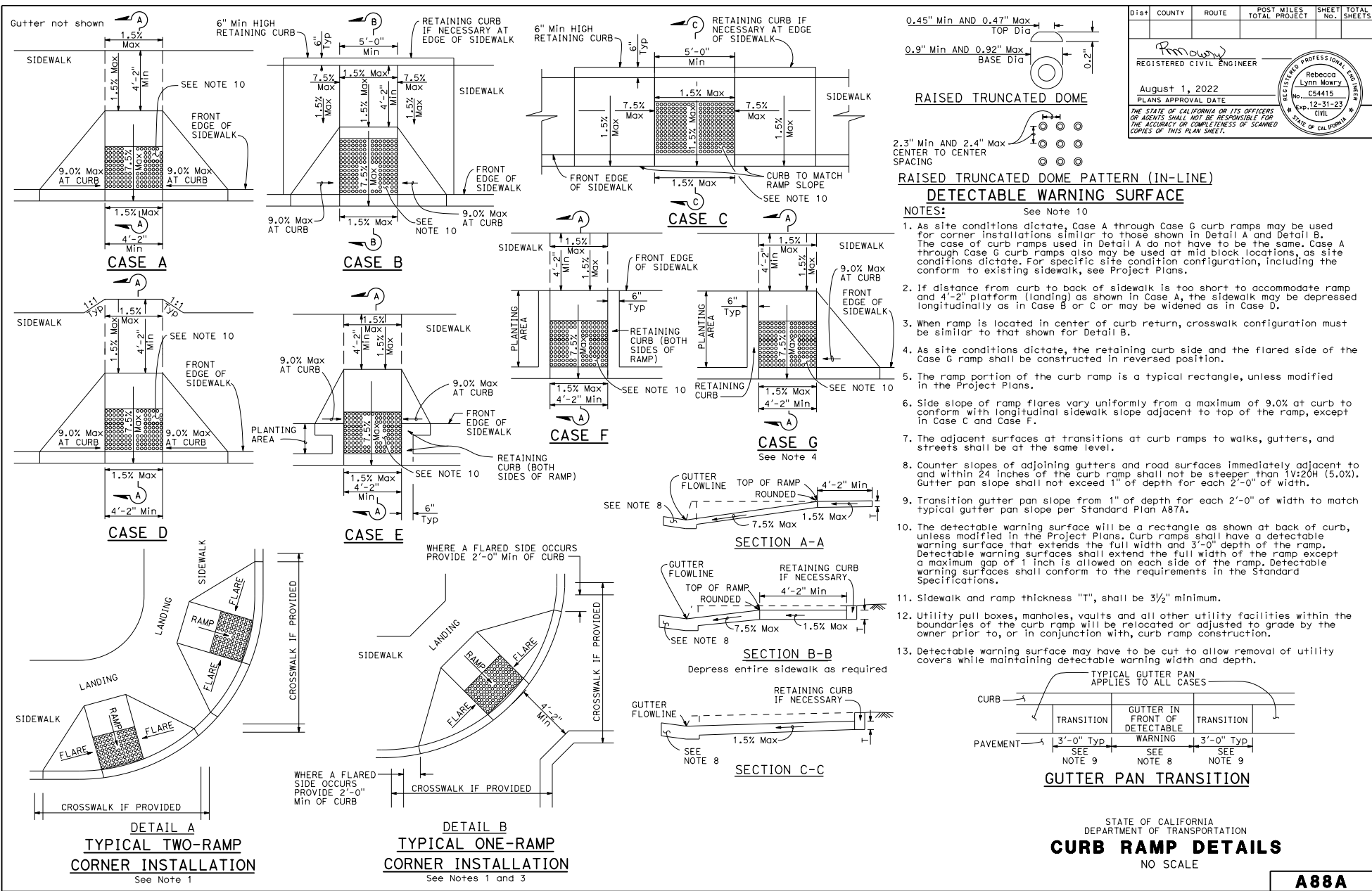
CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS:

STD PLAN A88A -- CURB RAMP DETAILS
STD PLAN A88B -- CURB RAMP AND ISLAND PASSAGEWAY DETAILS
STD PLAN A20A -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS
STD PLAN A20B -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS
STD PLAN A20C -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS
STD PLAN A20D -- PAVEMENT MARKERS & TRAFFIC LINES TYPICAL DETAILS

CITY OF LA PALMA/APWA STANDARD PLANS

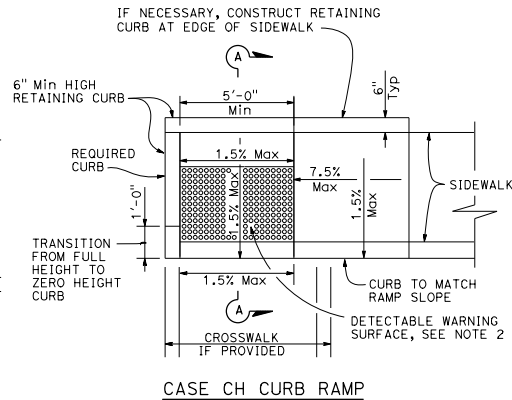
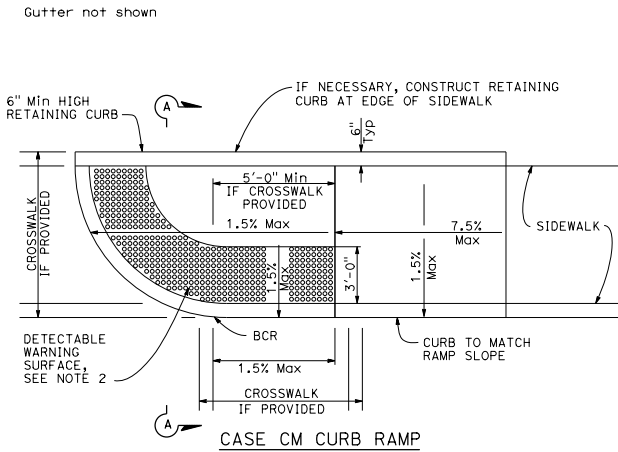
STD PLAN 510	MANHOLE FRAME AND COVER
STD PLAN 703	VALVE BOX INSTALLATION
STD PLAN 110-2	DRIVEWAY APPROACHES
STD PLAN 113-2	SIDEWALK REPLACEMENT
STD PLAN 120-2, 121-2	CURB AND GUTTER
STD PLANS 122-2, 123-2	CROSS GUTTERS
STD PLAN 1328 - BMP	SANDBAG VELOCITY REDUCER
STD PLAN 1330 - BMP	TEMP. DRAINAGE INLET

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2022 STANDARD PLAN A88A

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NOTES:

1. Sidewalk, ramp and passageway thickness "T", shall be 3 1/2" minimum.
2. For details of detectable warning surfaces, see Standard Plan A88A.
3. Where an island passageway length is greater than or equal to 6'-0", but less than 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 3'-0" depth of the passageway length. Detectable warning surfaces shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan A88A.
8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.

DIS	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

August 1, 2022

PLANS APPROVAL DATE

REGISTERED CIVIL ENGINEER

Rebecca Lynn Mowry

No. C54415

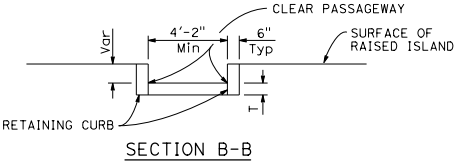
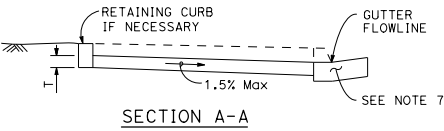
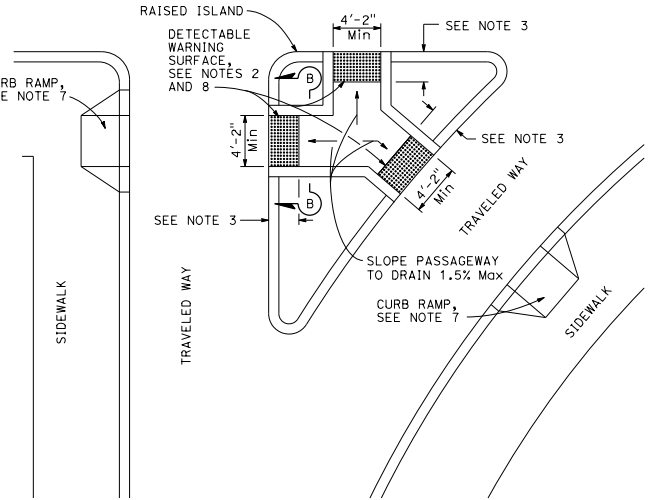
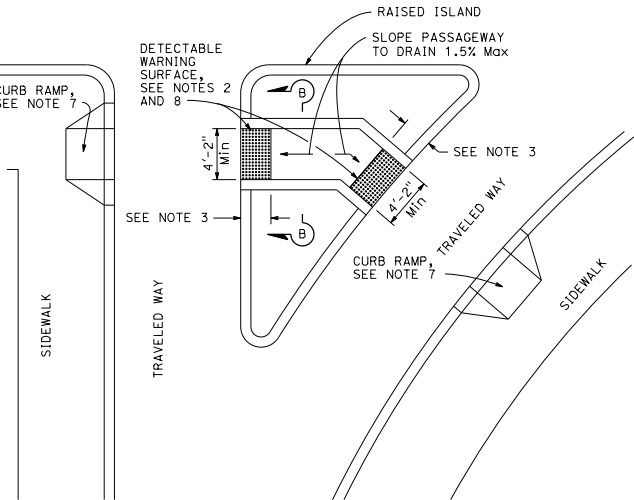
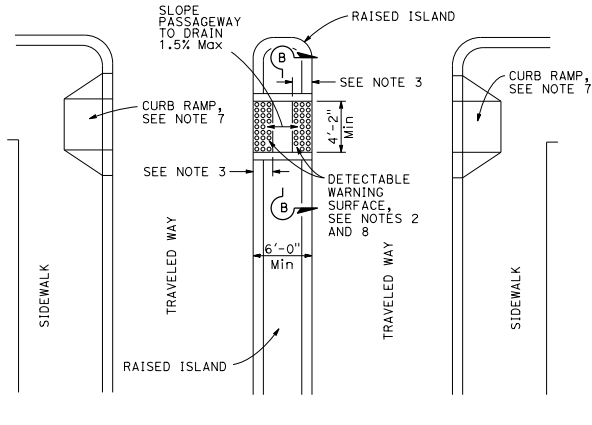
Exp. 12-31-23

CIVIL

STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER

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TYPE C PASSAGEWAY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**CURB RAMP AND
ISLAND PASSAGEWAY DETAILS**

NO SCALE

A88B

2022 STANDARD PLAN A88B

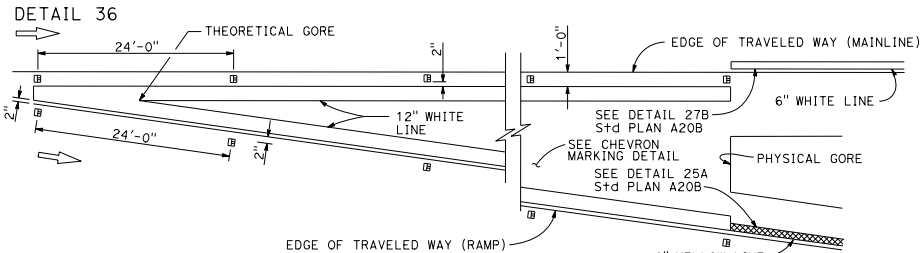
[Return to Table of Contents](#)



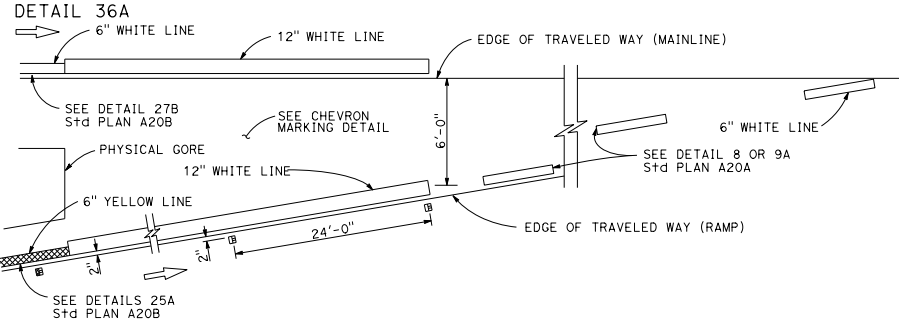


14

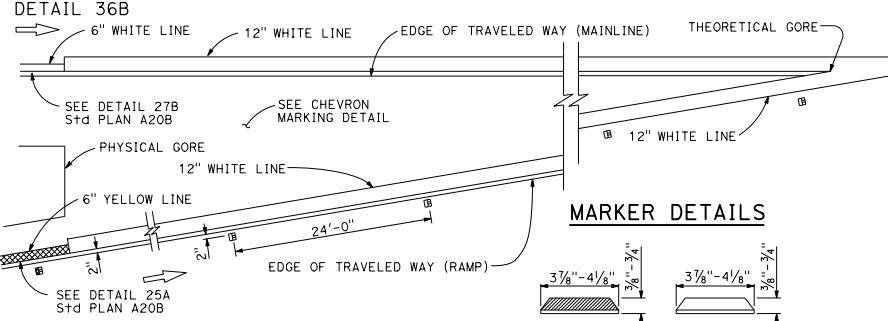
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT



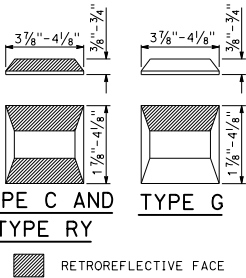
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT



MARKER DETAILS



LEGEND:

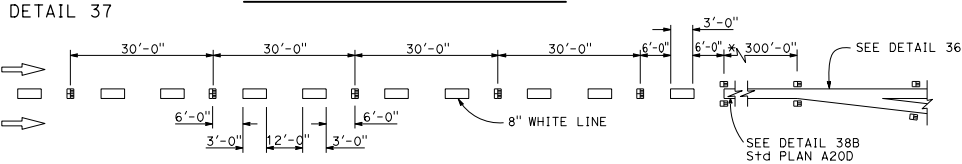
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE RY RED-YELLOW RETROREFLECTIVE

NOTES:

Install a minimum of 1 chevron in the gore area. If at least 1 chevron will not fit into the gore area, do not install chevrons. Terminate chevron markings at physical gore.

Gore area chevron pavement markings shown. For Exit and Entrance Ramp channelizing lines details, see Details 36, 36A, and 36B.

LANE DROP AT EXIT RAMP



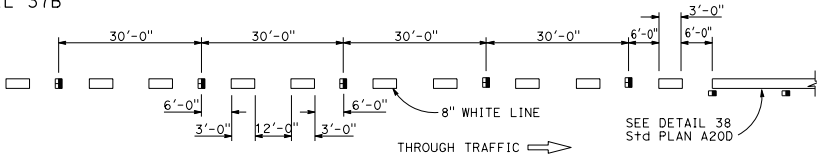
* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

DETAIL 37A

DETAIL 37A DELETED

DETAIL 37B

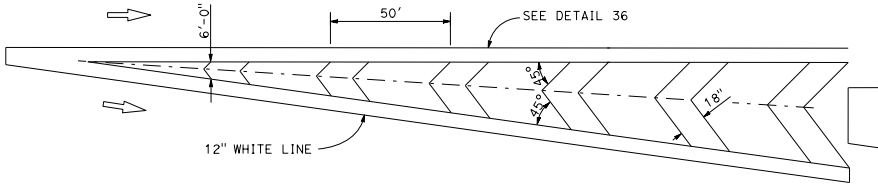
LANE DROP AT INTERSECTIONS



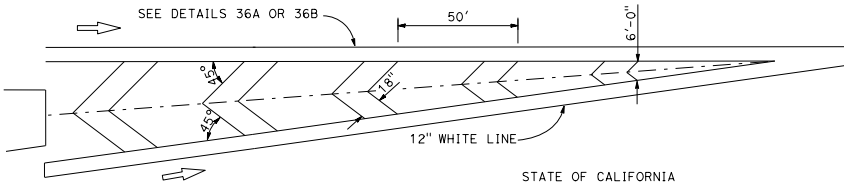
DETAIL 37C

DETAIL 37C DELETED

CHEVRON PAVEMENT MARKINGS AT EXIT RAMP GORE AREA



CHEVRON PAVEMENT MARKINGS AT ENTRANCE RAMP GORE AREA



PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS

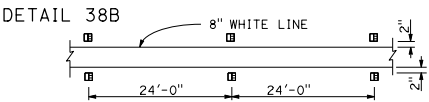
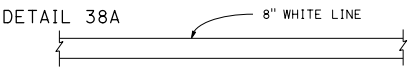
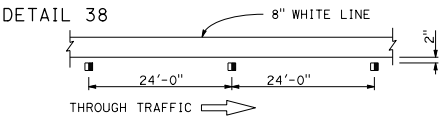
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A20C

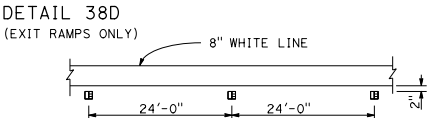
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CHANNELIZING LINE



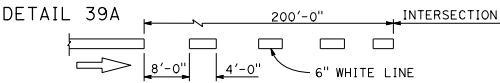
DETAIL 38C DELETED



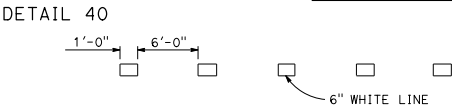
BIKE LANE LINE



INTERSECTION LINE
BIKE LANE

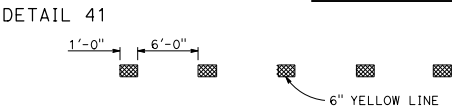


LANE LINE EXTENSIONS
THROUGH INTERSECTIONS



DETAIL 40A DELETED

CENTER LINE EXTENSIONS
THROUGH INTERSECTIONS



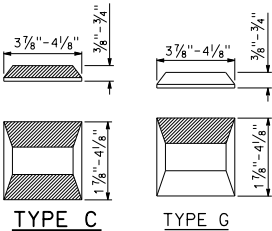
DETAIL 41A DELETED

LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- 6" YELLOW LINE

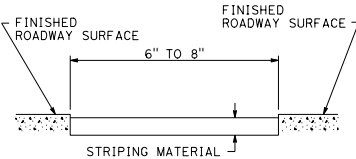
MARKER DETAILS



TYPE C

TYPE G

RETROREFLECTIVE FACE



DETAIL FOR RECESSED
TRAFFIC STRIPE

See Notes A and B

RECESSED NOTES:

- A. See typical traffic line details for pavement marking patterns.
- B. See standard specifications for recess depth and recess striping material thickness.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

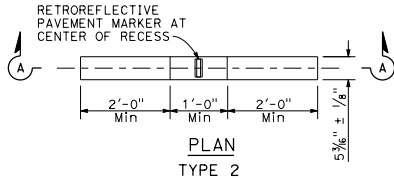
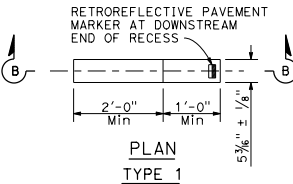
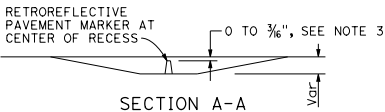
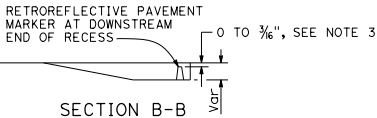
Lee J. Haber
REGISTERED CIVIL ENGINEER

August 1, 2022
PLANS APPROVAL DATE

No. C49132
Exp. 9-30-22
CIVIL

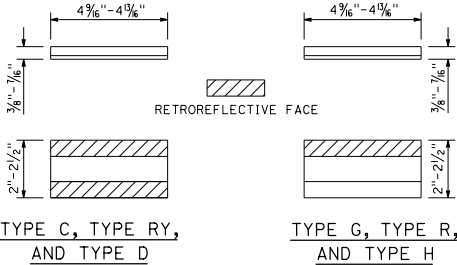
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Lee J. Haber
REGISTERED PROFESSIONAL ENGINEER
No. C49132
Exp. 9-30-22
CIVIL
STATE OF CALIFORNIA



RECESS DETAIL FOR
RETROREFLECTIVE PAVEMENT MARKER

See Note 4



RETROREFLECTIVE PAVEMENT MARKER
FOR RECESSED INSTALLATION

See Notes 1 and 2

RECESSED MARKER NOTES:

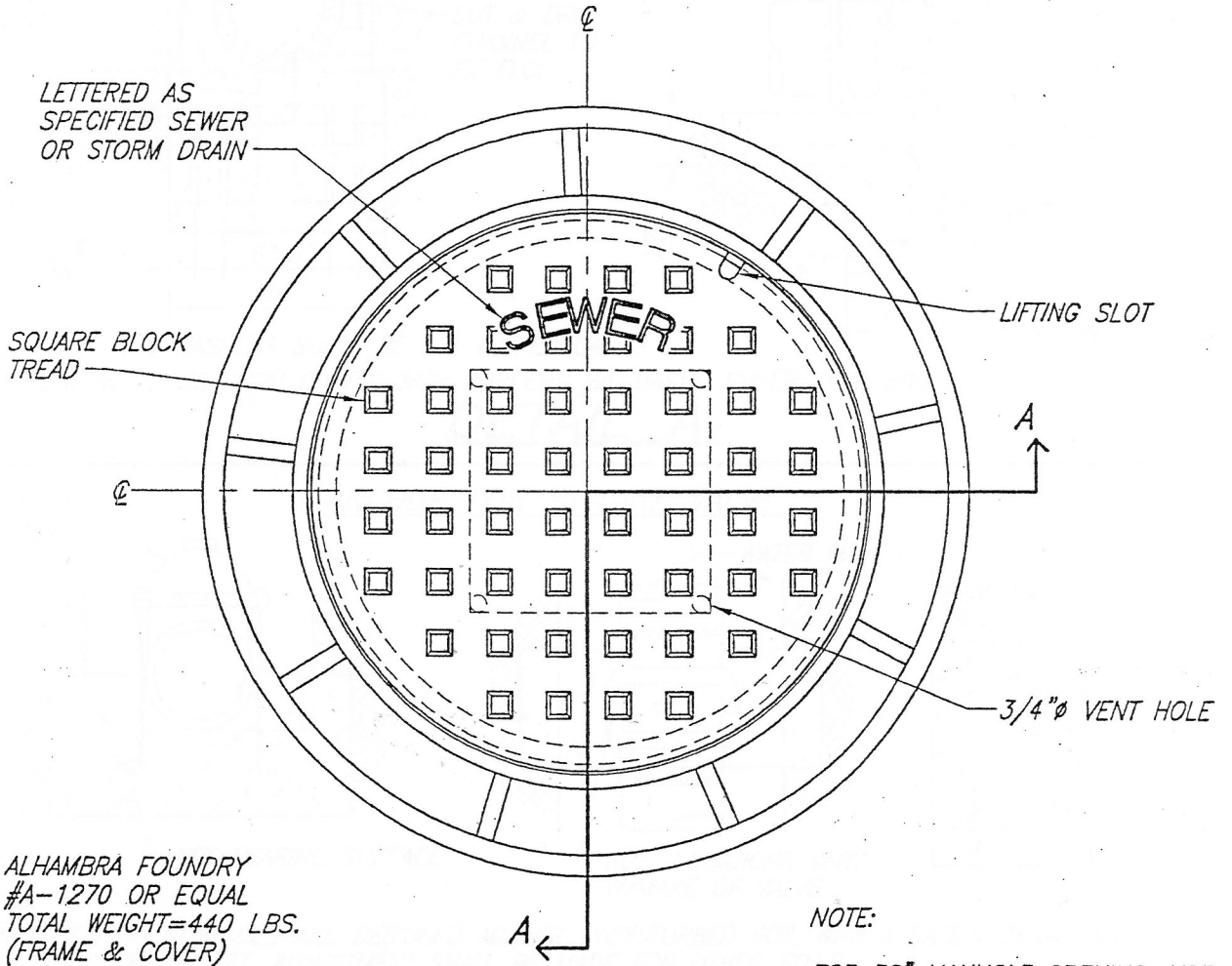
- 1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
- 2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
- 3. The top of pavement markers installed in recesses shall be 0 to 3/8 inch below the pavement surface.
- 4. Use Type 1 recess for pavement markers with one-way retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS

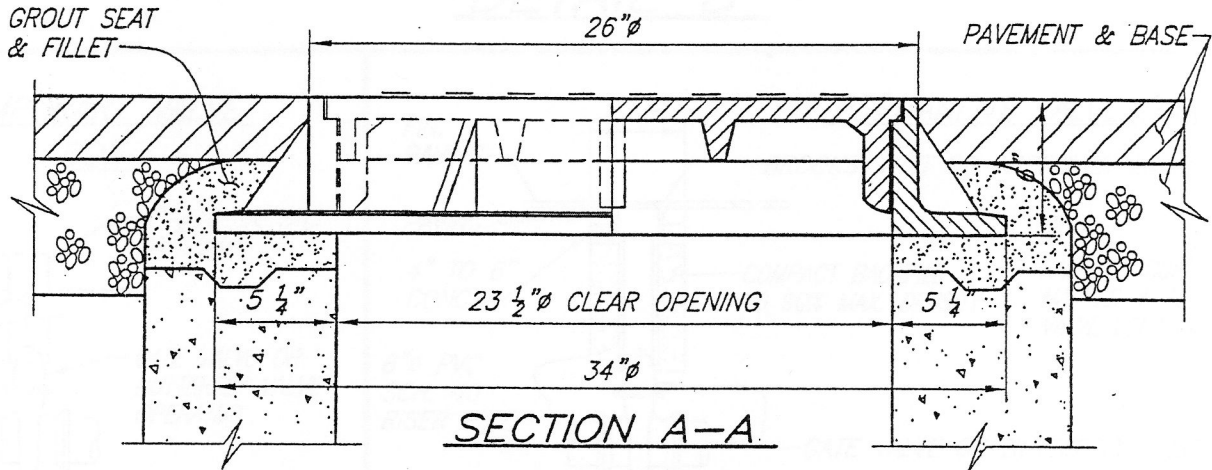
NO SCALE

A20D

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PLAN

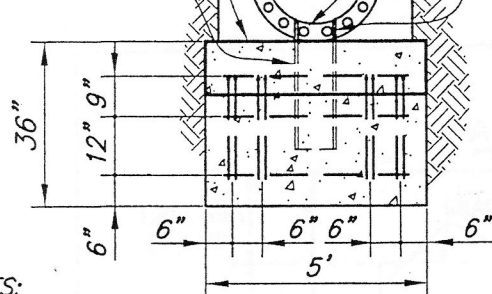


SECTION A-A
ELEVATION

CITY OF LA PALMA	APPROVED: _____	STANDARD PLAN 510
	CITY ENGINEER _____ DATE _____	
MANHOLE FRAME & COVER		

TRENCH BOTTOM

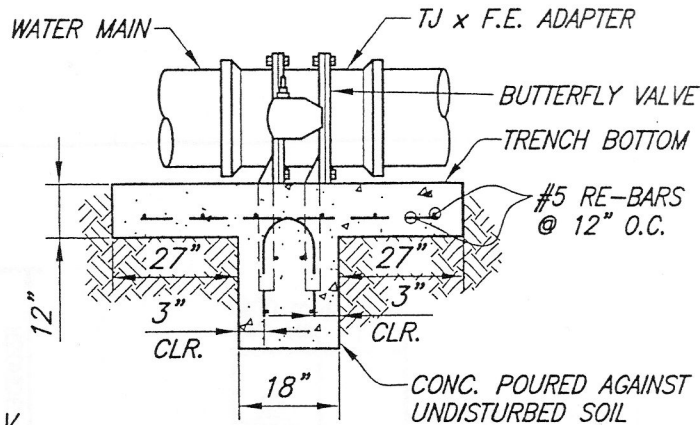
2-9U 13.4
CHANNEL



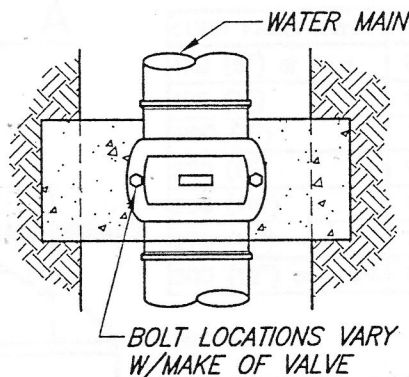
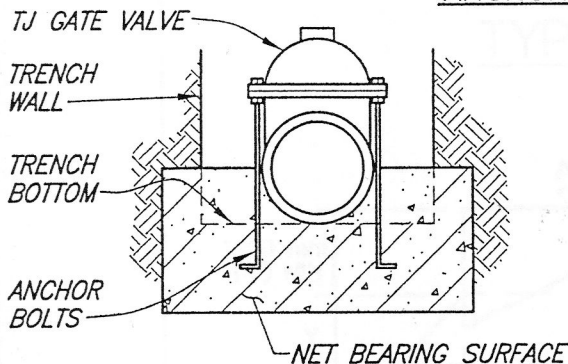
NOTES:

1. NUTS, BOLTS AND WASHERS SHALL BE HOT DIPPED GALV.
2. CHANNEL IRON TO BE SHOP COATED WITH KOPPERS BITUMASTIC SUPER TANK SOLUTION.

DETAIL A



ANCHOR FOR TJ GATE VALVE



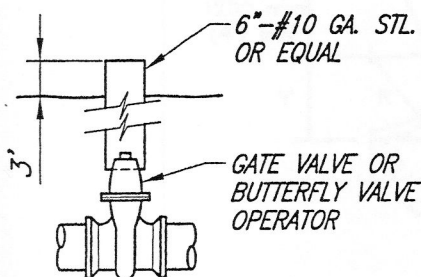
VALVE SIZE	ANCHOR DIA.	BOLT LENGTH	NET BEARING SURFACE
4"	1/2"	18"	1.5 SQ. FT.
6"	5/8"	18"	3 SQ. FT.
8"	5/8"	24"	5 SQ. FT.
10"	5/8"	24"	8 SQ. FT.
12"	5/8"	30"	12 SQ. FT.
14"	3/4"	30"	16 SQ. FT.

NOTES:

1. NET BEARING SURFACES ARE DESIGNED AGAINST UNDISTURBED SOIL WITH A SAFE LATERAL BEARING VALUE OF 1500 LBS/SQ. FT. ADJUSTMENT SHALL BE MADE FOR OTHER SOILS.
2. NUTS BOLTS & WASHERS SHALL BE HOT DIPPED GALV.

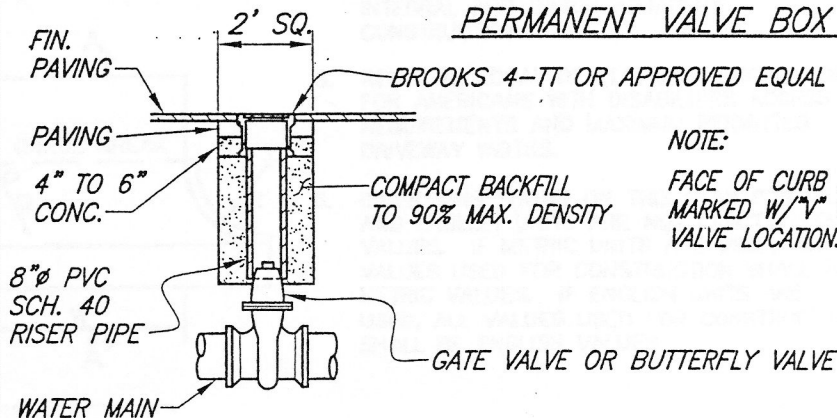
DETAIL B

TEMPORARY VALVE BOX



DETAIL C

PERMANENT VALVE BOX



NOTE:

FACE OF CURB SHALL BE MARKED W/"V" TO DENOTE VALVE LOCATION.

DETAIL D

CITY OF LA PALMA

APPROVED:

Ismael H. Nolasco

9/2/08

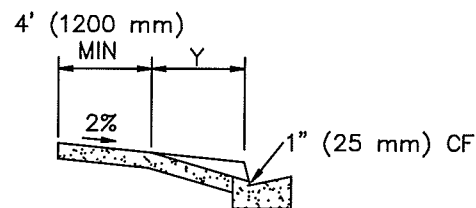
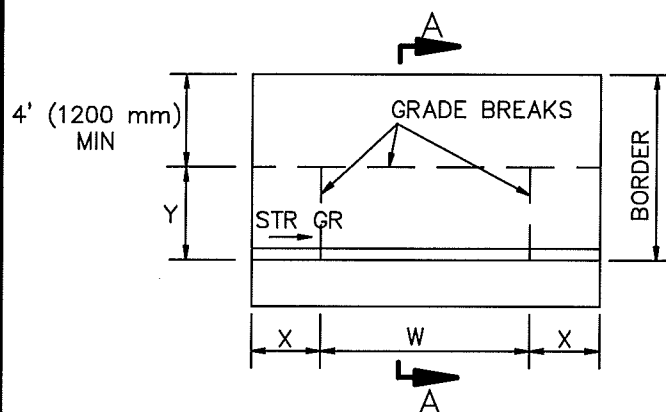
CITY ENGINEER

CE24941 DATE

STANDARD
PLAN

VALVE AND VALVE BOX INSTALLATION

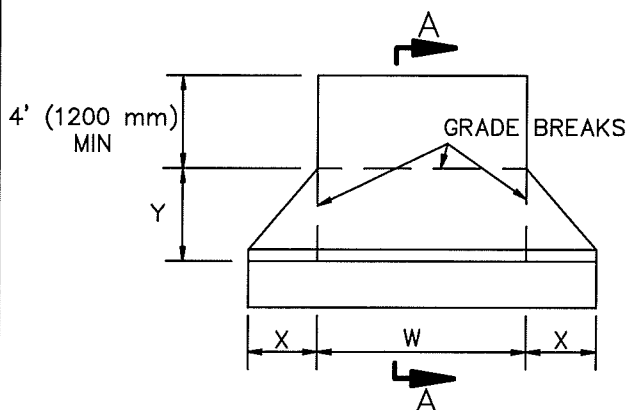
703



SECTION A-A

TYPE A

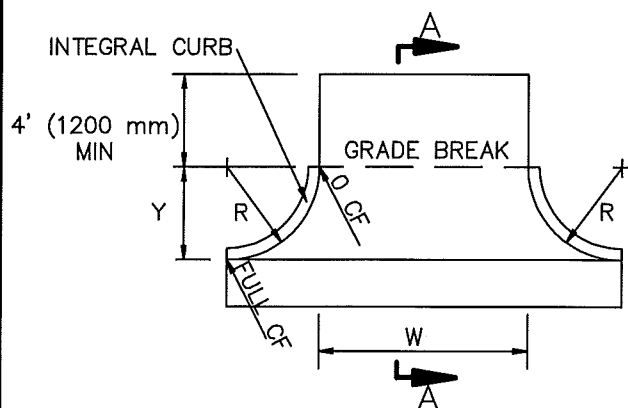
CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'-0" (900)	4'-0" (1200)
7" (175)	3'-6" (1050)	4'-9" (1425)
8" (200)	4'-0" (1200)	5'-8" (1700)
9" (225)	4'-6" (1350)	6'-6" (1950)
10" (250)	5'-0" (1500)	7'-3" (2175)
11" (275)	5'-6" (1650)	8'-0" (2400)
12" (300) or more	6'-0" (1800)	8'-9" (2625)



TYPE B

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.



TYPE C

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

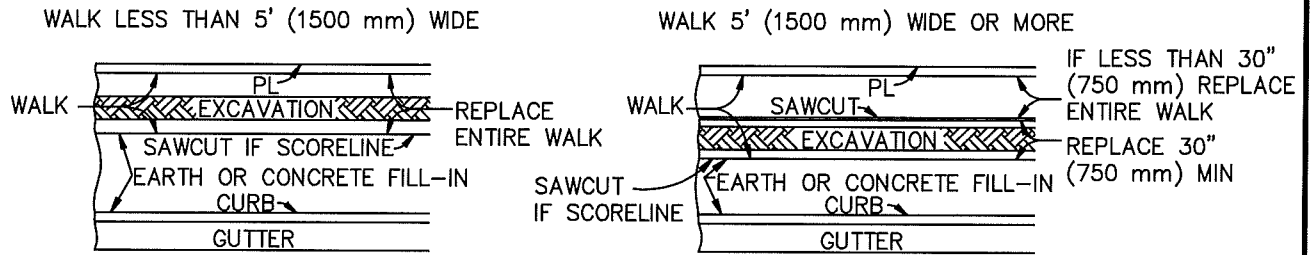
STANDARD PLAN

110-2

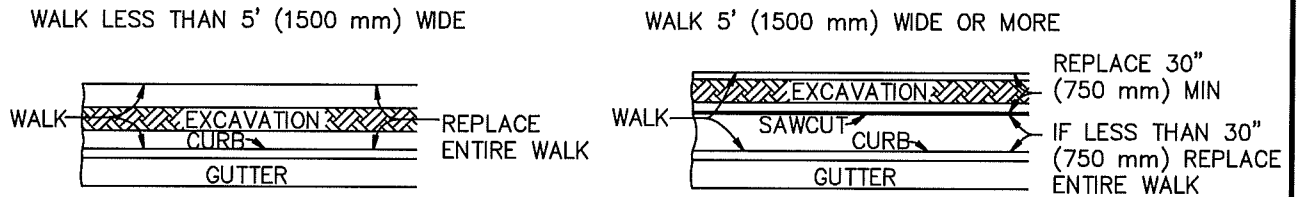
SHEET 1 OF 1

WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

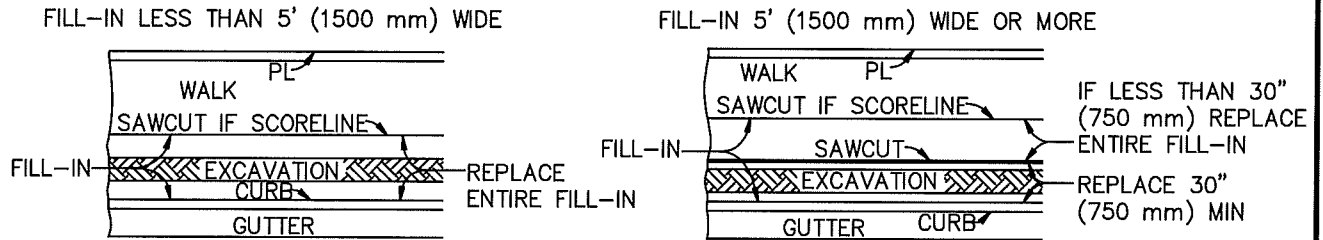
WALK ADJACENT TO PROPERTY LINE



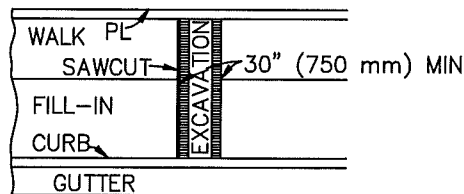
WALK ADJACENT TO CURB



FILL-IN REPLACEMENT



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

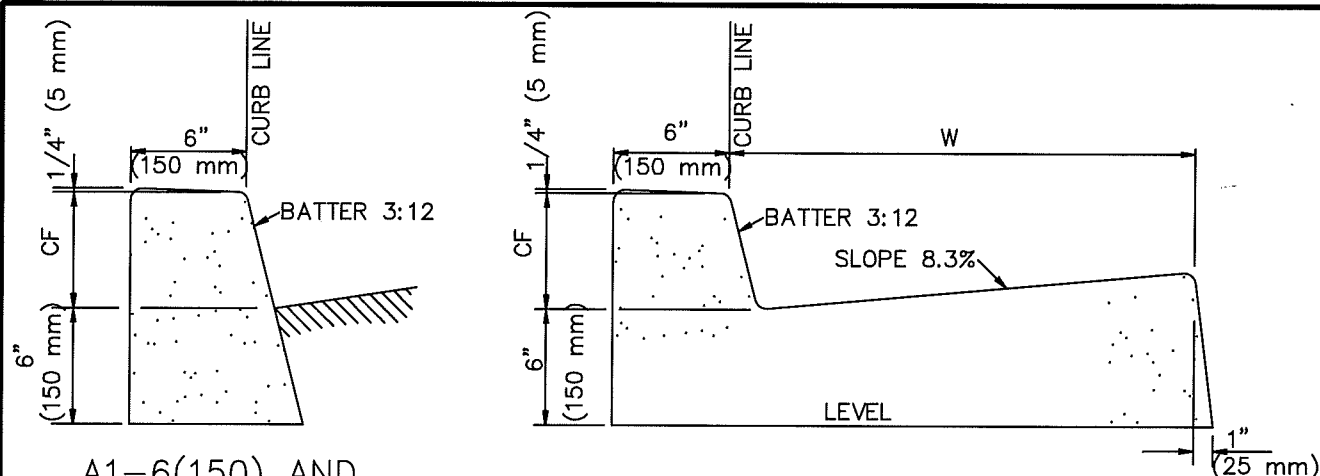
SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

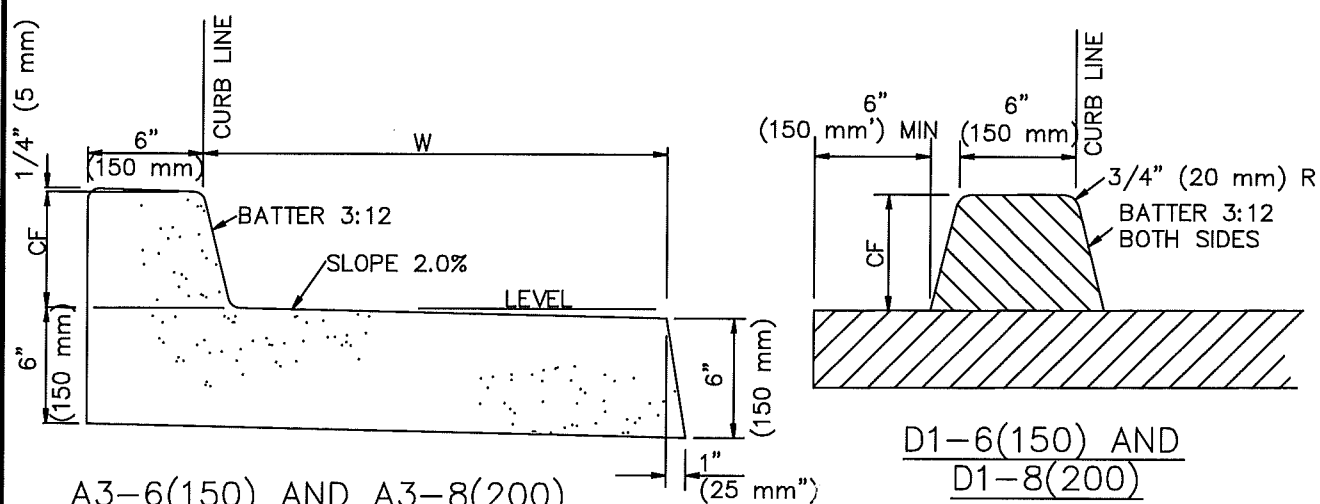
113-2

SHEET 1 OF 2



A1-6(150) AND
A1-8(200)

A2-6(150) AND A2-8(200)

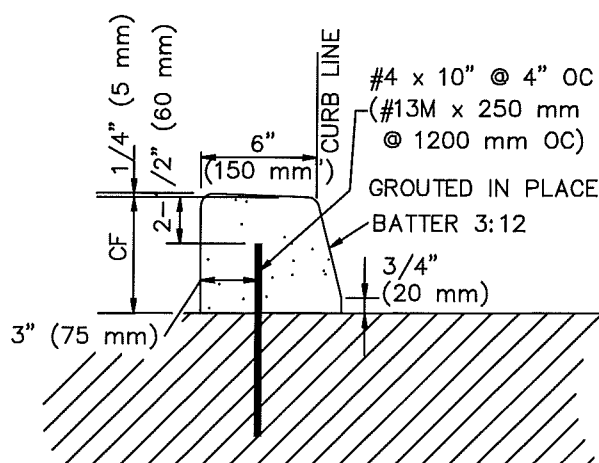


A3-6(150) AND A3-8(200)

D1-6(150) AND
D1-8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1-6(150) AND C1-8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

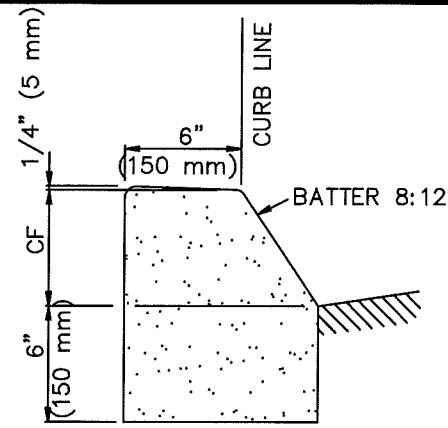
CURB AND GUTTER — BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

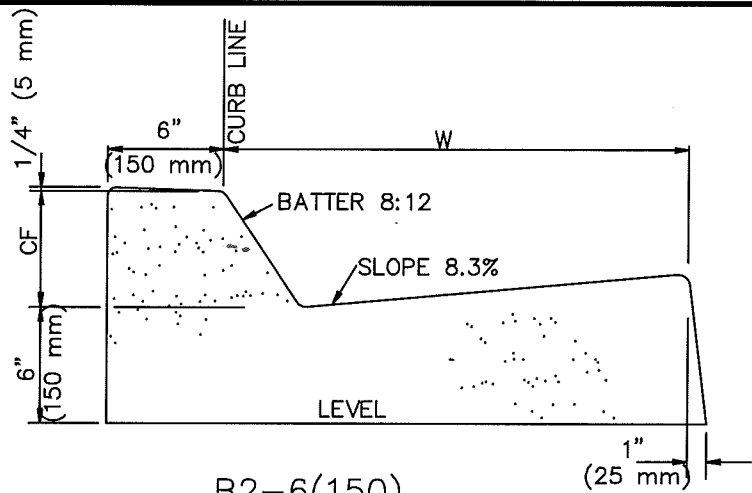
STANDARD PLAN

120-2

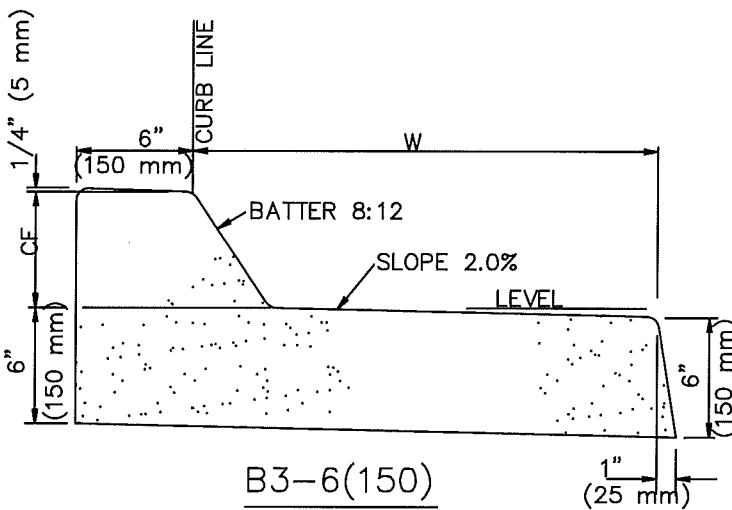
SHEET 1 OF 1



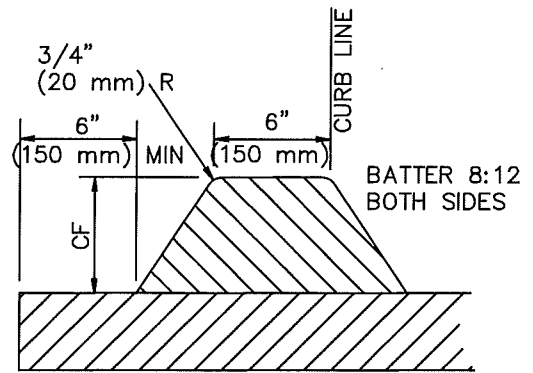
B1-6(150)



B2-6(150)



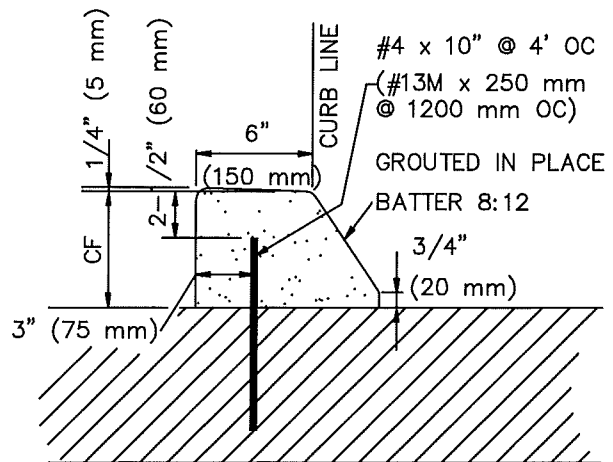
B3-6(150)



D2-6(150)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES B1, B2, B3 AND C2 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D2 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C2 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C2-6(150)

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

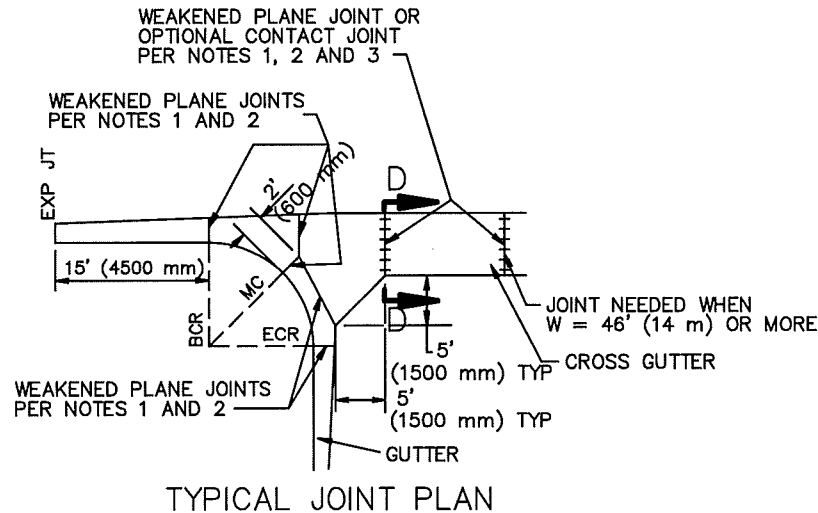
CURB AND GUTTER—MOUNTABLE

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

121-2

SHEET 1 OF 1

NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

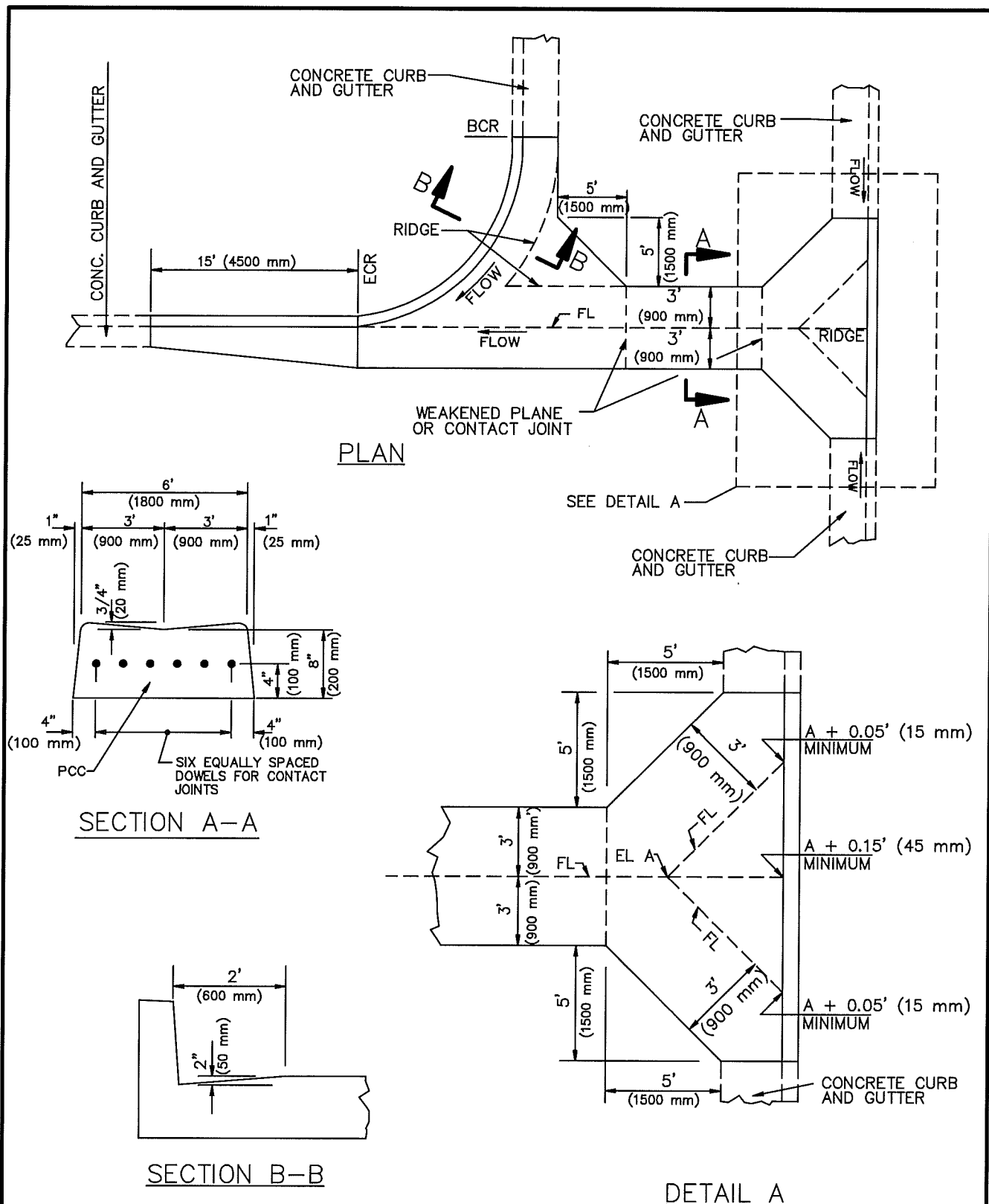
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CROSS AND LONGITUDINAL GUTTERS

STANDARD PLAN

122-2

SHEET 2 OF 2



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

**CROSS GUTTER AT
T INTERSECTIONS**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

123-2

SHEET 1 OF 2

NOTES:

- 1. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (35 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
- 2. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
- 3. ALL EXPOSED CORNERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
- 4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS GUTTER AT T INTERTERSEC TIONS	123-2 SHEET 2 OF 2

Orange County Stormwater Program

Construction Runoff Guidance Manual

September 2006

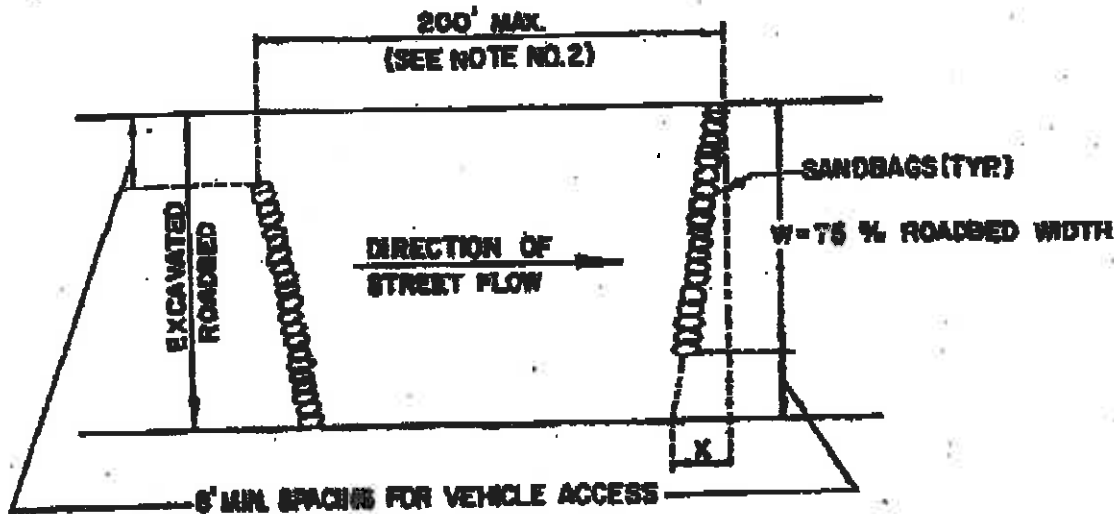


A cooperative project of the County of Orange, the cities of Orange County, and the Orange County Flood Control District

**Orange County Environmental Management Agency
(Now County of Orange Resources & Development
Management Department)**

BMP Standard Plans

- **Sandbag Velocity Reducer (No. 1328)**
- **Temporary Drainage Inlet (No. 1330)**



PLAN

W	X
20'-30'	5'
31'-40'	7'
41'-50'	9'
51'-60'	10.5'
61'-70'	12'



**TYPICAL
SECTION**

**TYPICAL
ELEVATION**

NOTES:

1. Gravel bags are encouraged over the use of sandbags and may be required in areas which are particularly sensitive to sediment deposition.
2. Requirements for sand spacing of velocity reducers for streets with grades of less than 4% shall be as shown on the approved Erosion Control Plan.
3. This standard detail shall be used as shown on the approved Erosion Control Plan.

ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

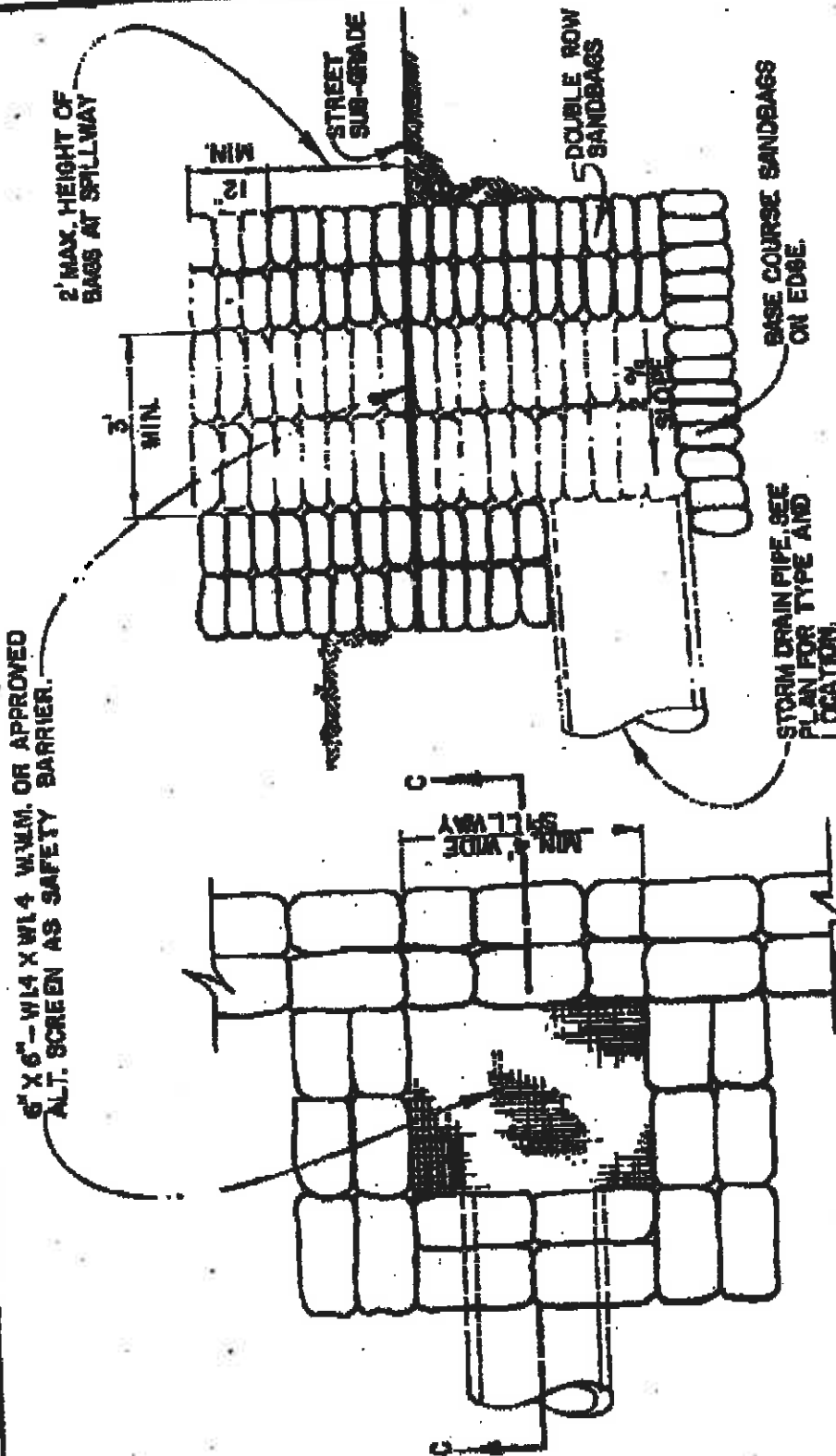
APPROVED *[Signature]*
H.J. JORIZAN DIRECTOR OF REGULATION

STD. PLAN

1328

Amended Rev. 02-718

SANDBAG VELOCITY REDUCER



SECTION C-C

PLAN

NOTES:

1. Gravel bags are discouraged over the use of sandbags and may be required in areas which are particularly sensitive to sediment deposition.
2. A portion of each basin may be constructed in place of sandbags.
3. This standard detail shall be used as shown on the approved erosion control plan.

ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

APPROVED: *[Signature]*
H.J. KRIZAN, DIRECTOR OF REGULATION

Adopted: Res. 82-718

TEMPORARY DRAINAGE INLET

STD. PLAN

1330

SHT. 1 OF 1

CITY OF LA PALMA
CALIFORNIA

LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)
CRRSAA PROJECT NO. CRAL-5319(018)
CITY PROJECT NO. ST-367

CONSTRUCTION NOTES

- 1. PROTECT ALL EXISTING UTILITY COVERS IN PLACE
- 2. CRACK SEAL EXISTING PAVEMENT WITH BROOM FINISH
- 3. INSTALL RUBBERIZED EMULSION AGGREGATE SLURRY (REAS) TYPE II

DISPOSITION NOTES

- 1. PROTECT IN PLACE

STRIPING NOTES

- 1. WT 12" SOLID WHITE LINE THERMOPLASTIC
- 2. SW 4" SOLID WHITE STRIPE PER PLAN (DETAIL 38)*
- 3. BW BROKEN WHITE STRIPE (DETAIL 9)*
- 4. YT YELLOW THERMOPLASTIC (DETAIL 32)*
- 5. WHITE THERMOPLASTIC ARROW TYPE M (L), USE MIRROR IMAGE FOR (R) ARROW PER CALTRANS STANDARD PLAN A244
- 6. DOUBLE 4" SOLID YELLOW (DETAIL 22)*
- 7. EDGE LINE (DETAIL 28)*
- 8. 6" SOLID BIKE LANE LINE (DETAIL 39)*
- 9. 8" BROKEN WHITE INTERSECTION BIKE LANE LINE (DETAIL 38A)*
- 10. WHITE THERMOPLASTIC PAVEMENT MARKING WORDS, CALTRANS STANDARD PLAN A240 AND A246
- 11. YT 12" SOLID YELLOW LINE THERMOPLASTIC
- 12. YT YELLOW LINE THERMOPLASTIC (DETAIL 29)*
- 13. BIKE BIKE LANE MARKINGS WHITE PAINT
- 14. YIELD LINE

STRIPING NOTES

- A. * DETAIL NUMBERS IN PARENTHESES REFER TO DETAIL SHOWN IN LATEST CALTRANS STANDARD PLANS A204, A208, A20C, A24D, A24E AND A24G
- B. ALL STRIPING TO BE THERMOPLASTIC, EXCEPT BIKE LANE LINES AND BIKE LANE MARKINGS TO BE PAINT.
- C. PAINT ALL MEDIAN NOSES WITH YELLOW THERMOPLASTIC.
- D. GRIND AND REMOVE EXISTING THERMOPLASTIC PRIOR TO INSTALL NEW ONES.

ABBREVIATIONS

- PB PULL BOX
- TSP TRAFFIC SIGNAL POLE
- IR IRRIGATION CONTROL BOX
- LP LIGHT POLE
- SP SIGN POST
- WV WATER VALVE
- GS GAS VALVE
- FH FIRE HYDRANT
- SMH SINKER MANHOLE
- MW MONITORING WELL
- PE PEDESTAL
- SDMH STORM DRAIN MANHOLE
- UT UTILITY BOX
- PP POWER POLE
- TELMH TELECOMMUNICATION MANHOLE
- G GAS
- CO CLEANOUT

GENERAL NOTES

- 1. ALL WORK SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, STANDARD PLANS OF THE OGDMA, THE CITY OF LA PALMA, AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS, EACH OF THE MOST CURRENT DATE.
- 2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 24 HOURS PRIOR TO CONSTRUCTION @ (714) 890-3310 OR CONTACT NUMBER PROVIDED DURING PRE-CONSTRUCTION MEETING.
- 3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER FOR ALL SURVEY AND INSPECTION SERVICES AT LEAST 24 HOURS PRIOR TO CONSTRUCTION OF THE AFFECTED IMPROVEMENTS.
- 4. ALL KNOWN UNDERGROUND UTILITIES AND SUBSTRUCTURES ARE SHOWN ON THE PLANS. LOCATIONS AND GRADES MAY BE APPROXIMATE. THE CONTRACTOR SHALL ASCERTAIN THE EXISTENCE AND TRUE LOCATION OF ALL UNDERGROUND UTILITIES AND SUBSTRUCTURES AND SHALL BE RESPONSIBLE FOR THEIR PROTECTION AND SUPPORT AND FOR ANY DAMAGE TO SUCH FACILITIES CAUSED BY HIS WORK.

GENERAL NOTES FOR TRAFFIC STRIPING

- 1. ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST CALTRANS, STANDARD PLANS DATED 2021, APPLICABLE CITY OF LA PALMA STANDARD PLANS AND THE SPECIAL PROVISIONS FOR THIS PROJECT, UNLESS OTHERWISE SPECIFIED.
- 2. PAVEMENT LEGENDS AND MARKINGS SHALL MATCH CITY OF LA PALMA STENCILS.
- 3. NEW STRIPING SHALL MATCH EXISTING AT EACH END OF THE PROJECT OR AS DIRECTED BY THE CITY ENGINEER.
- 4. CROSSWALK SHALL TERMINATE AT EDGE OF GUTTER AND ASPHALT PAVEMENT.
- 5. ALL STRIPING SHALL BE THERMOPLASTIC.

STORM WATER POLLUTION PREVENTION PLAN NOTES

THE CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE SPECIFICATIONS AND THE REQUIREMENTS OF THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD. SAID PLAN SHALL INCLUDE THE FOLLOWING AS A MINIMUM (IF THERE IS ANY CONFLICT BETWEEN THESE REQUIREMENTS AND THE SPECIFICATIONS, THE SPECIFICATIONS SHALL GOVERN FOR THE SWPPP):
THE CONTRACTOR SHALL SUBMIT A COPY OF THEIR STORM WATER POLLUTION PREVENTION PLAN (SWPPP) TO THE ENGINEER FOR APPROVAL.
THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING BMP'S IN CONJUNCTION WITH ITS ACTIVITIES AND CONSTRUCTION OPERATIONS:

TEMPORARY SOIL STABILIZATION

- SS-1 SCHEDULING
- SS-2 PRESERVATION OF EXISTING VEGETATION
- SS-3 HYDRAULIC MULCH
- SS-4 HYDROSEEDING
- SS-5 SOIL BINDER
- SS-6 STRAW MULCH
- SS-7 GEOTEXTILES, PLASTIC COVERS & EROSION CONTROL BLANKETS/SAITS

TRUCKING CONTROL

- SC-7 STREET SWEEPING & VACUUMING

NON-STORM WATER MANAGEMENT

- NS-1 WATER CONSERVATION PRACTICES
- NS-3 PAVING & GRINDING OPERATIONS
- NS-6 ILLICIT DISCHARGE/ILLEGAL DUMPING REPORTING

VEHICLE AND EQUIPMENT OPERATIONS

- NS-8 VEHICLE AND EQUIPMENT CLEANING
- NS-9 VEHICLE AND EQUIPMENT FUELING
- NS-10 VEHICLE AND EQUIPMENT MAINTENANCE

WASTE MANAGEMENT & MATERIALS POLLUTION CONTROL

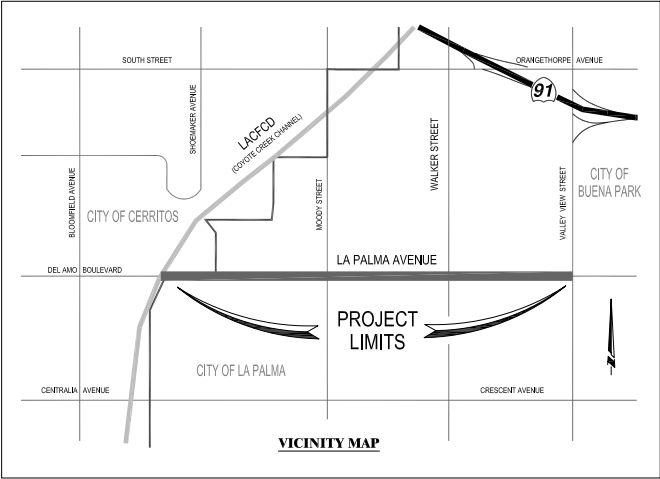
- WM-1 MATERIAL DELIVERY & STORAGE
- WM-2 MATERIAL USE
- WM-4 SPILL PREVENTION/MATERIAL CONTROL
- WM-8 CONCRETE WASTE MANAGEMENT
- WM-9 SANITARY/SEPTIC WASTE MANAGEMENT

UTILITIES

- POWER FACILITIES
- GAS FACILITIES
- TELEPHONE FACILITIES
- CABLE TV FACILITIES
- METROPOLITAN WATER DISTRICT
- WATER & SANITARY SEWER FACILITIES
- STORM DRAIN FACILITIES
- UNDERGROUND SERVICE ALERT
- ORANGE COUNTY TRANSPORTATION AUTHORITY
- SO. CALIFORNIA Edison
- THE GAS COMPANY
- SBC
- THE WARNER
- MULCO
- CITY OF LA PALMA
- CITY OF LA PALMA
- U.S.A.
- (OCTA)
- (S.C.E.)
- (THE GAS CO.)
- (SBC)
- (DON SMOKER)
- (BOX SIGN OR TRM HATCH)
- (714) 879-3219
- (714) 634-3041
- (714) 227-6268
- (714) 949-5047
- (714) 577-6984
- (714) 690-3310
- (714) 690-3310
- (800) 424-1433
- (714) 568-0074

SHEET INDEX

- 1. TITLE SHEET
- 2. STREET SLURRY - STATION 14+22.1 TO 21+50
- 3. STREET SLURRY - STATION 21+50 TO 41+00
- 4. STREET SLURRY - STATION 41+00 TO 59+00
- 5. STREET SLURRY - STATION 59+00 TO 78+00
- 6. STREET SLURRY - STATION 78+00 TO 92+26.1
- 7. STRIPING - STATION 14+22.1 TO 21+50
- 8. STRIPING - STATION 21+50 TO 41+00
- 9. STRIPING - STATION 41+00 TO 59+00
- 10. STRIPING - STATION 59+00 TO 78+00
- 11. STRIPING - STATION 78+00 TO 92+26.1



Underground Service Alert of Southern California
CNA TOLL FREE
1-800-424-1433
AT LEAST TWO DAYS BEFORE YOU DIG



AKAL Consultants

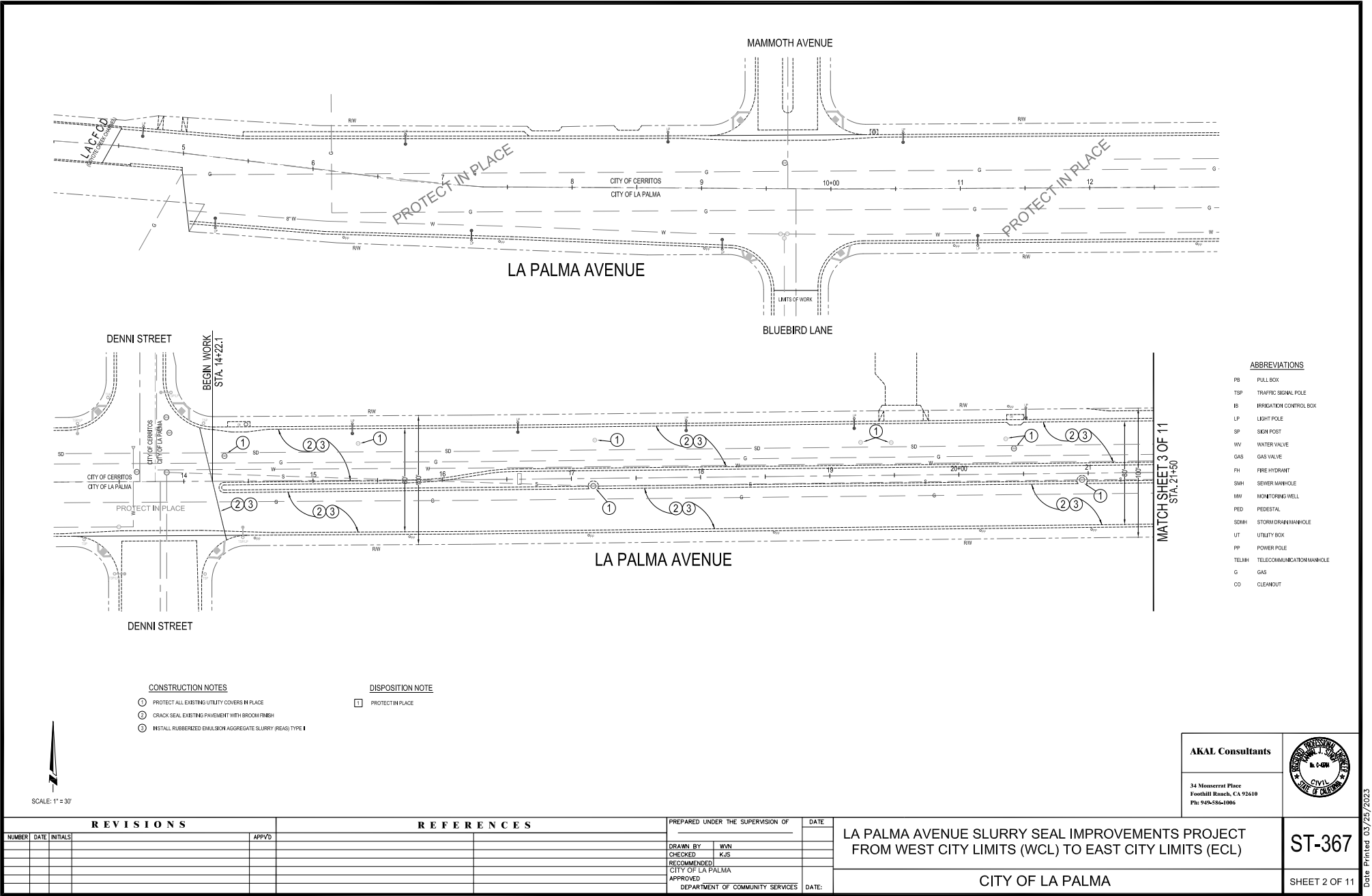
34 Monserrat Place
Foothill Ranch, CA 92610
Ph: 949-586-1006

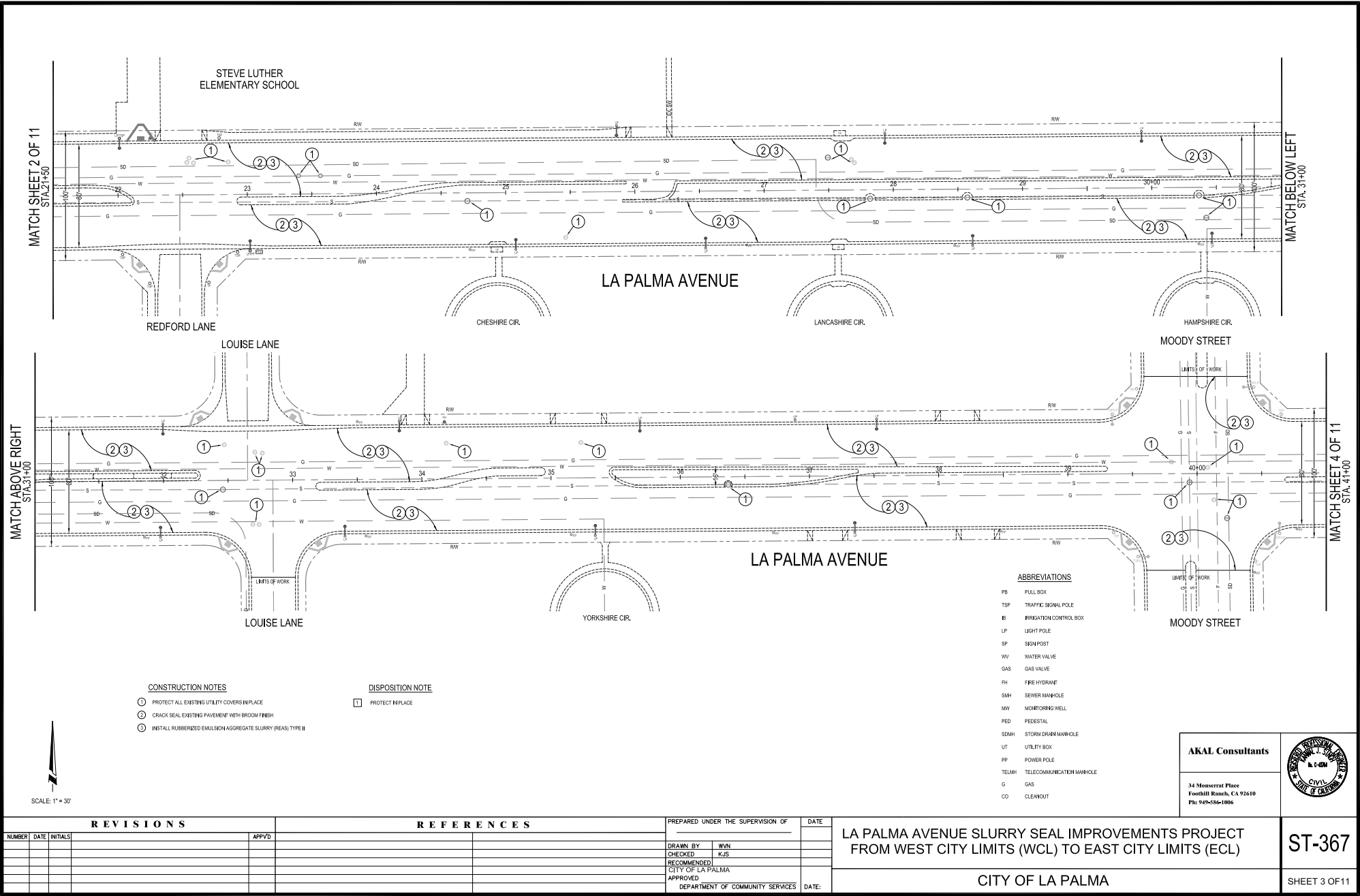
PREPARED UNDER THE SUPERVISION OF	DATE
DRAWN BY: WVN	
CHECKED: KJS	
RECOMMENDED: CITY OF LA PALMA	
APPROVED: DEPARTMENT OF COMMUNITY SERVICES	DATE:

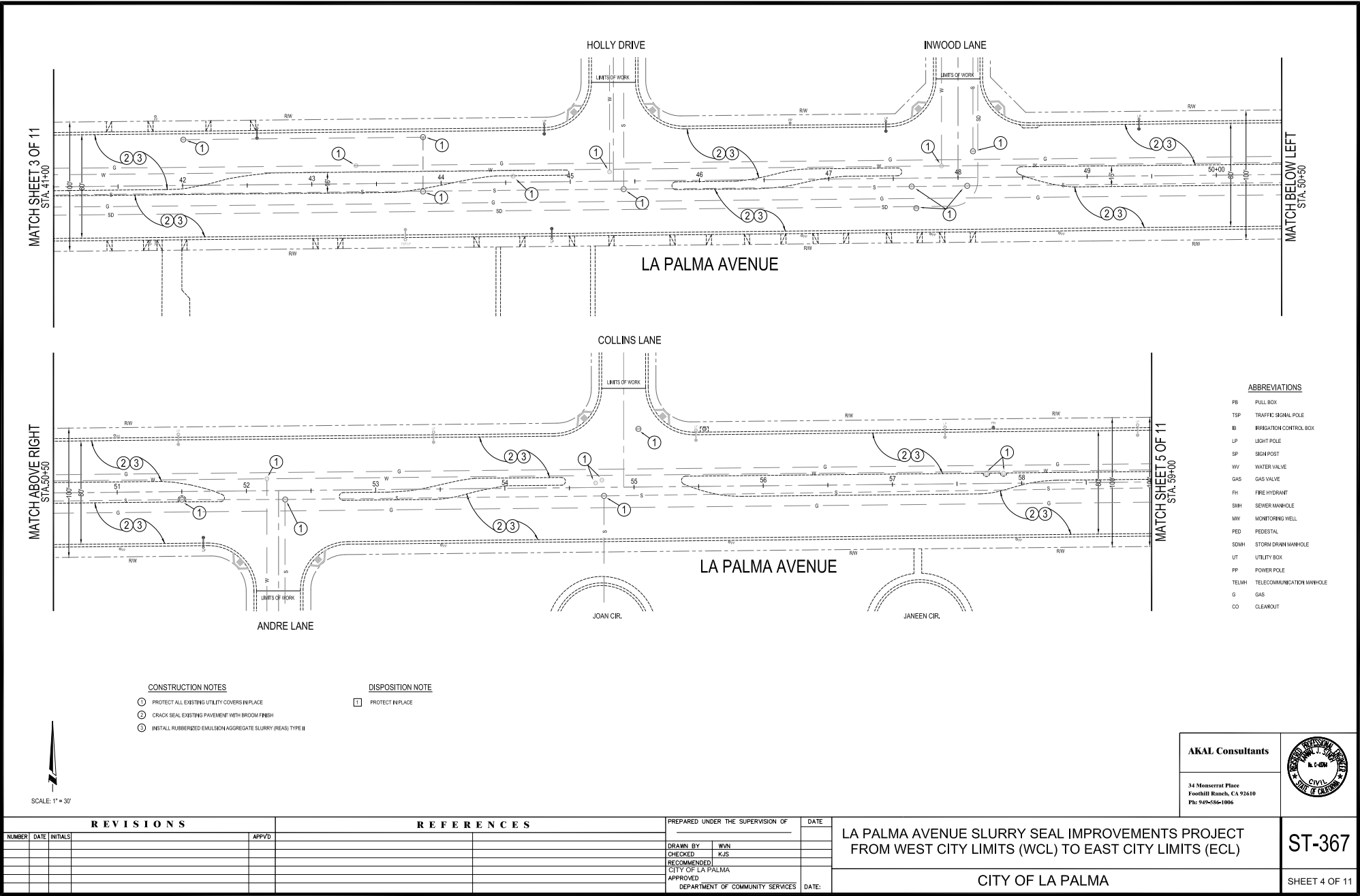
TITLE SHEET
LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT
FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)
CITY OF LA PALMA

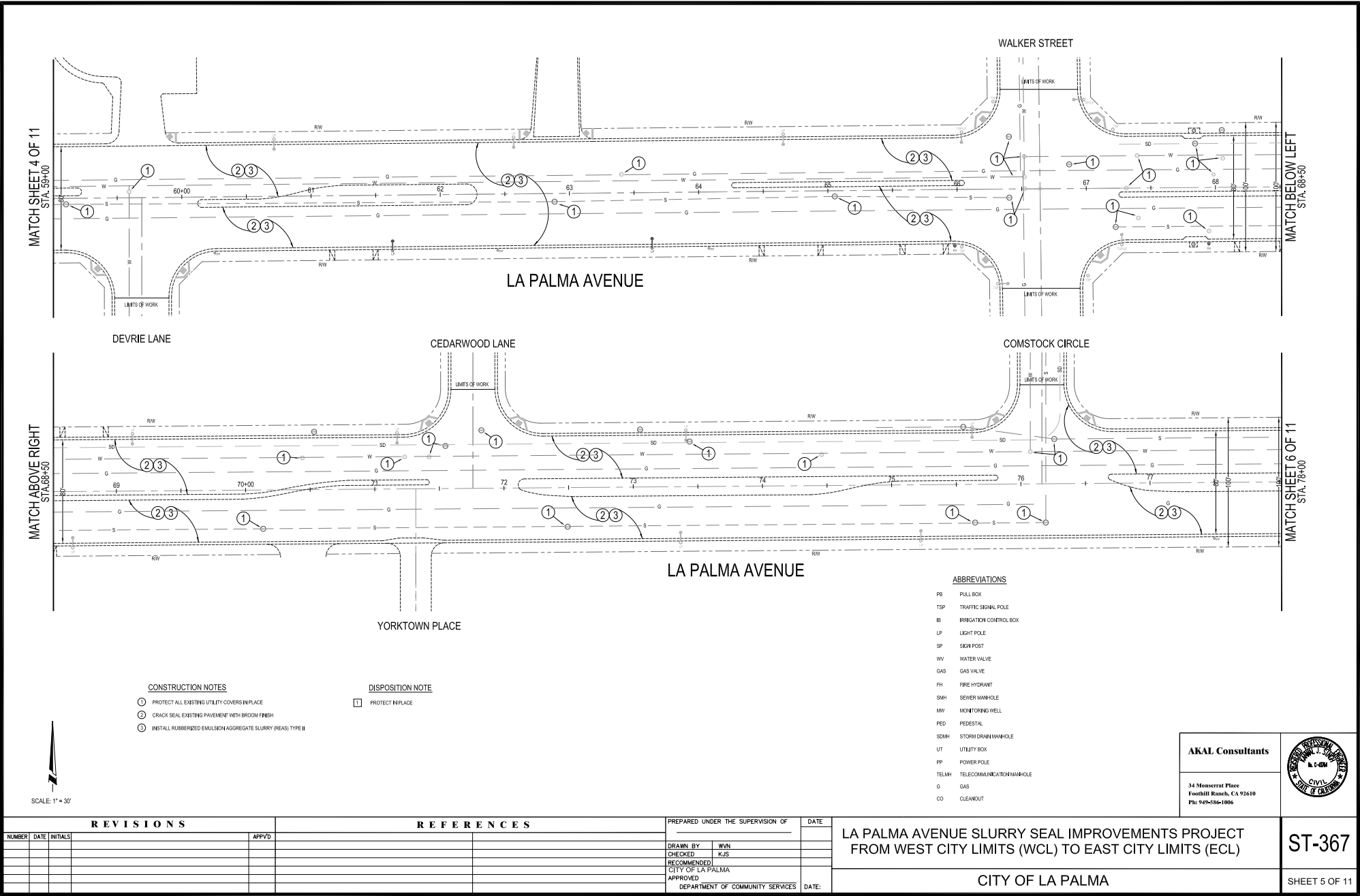
ST- 367

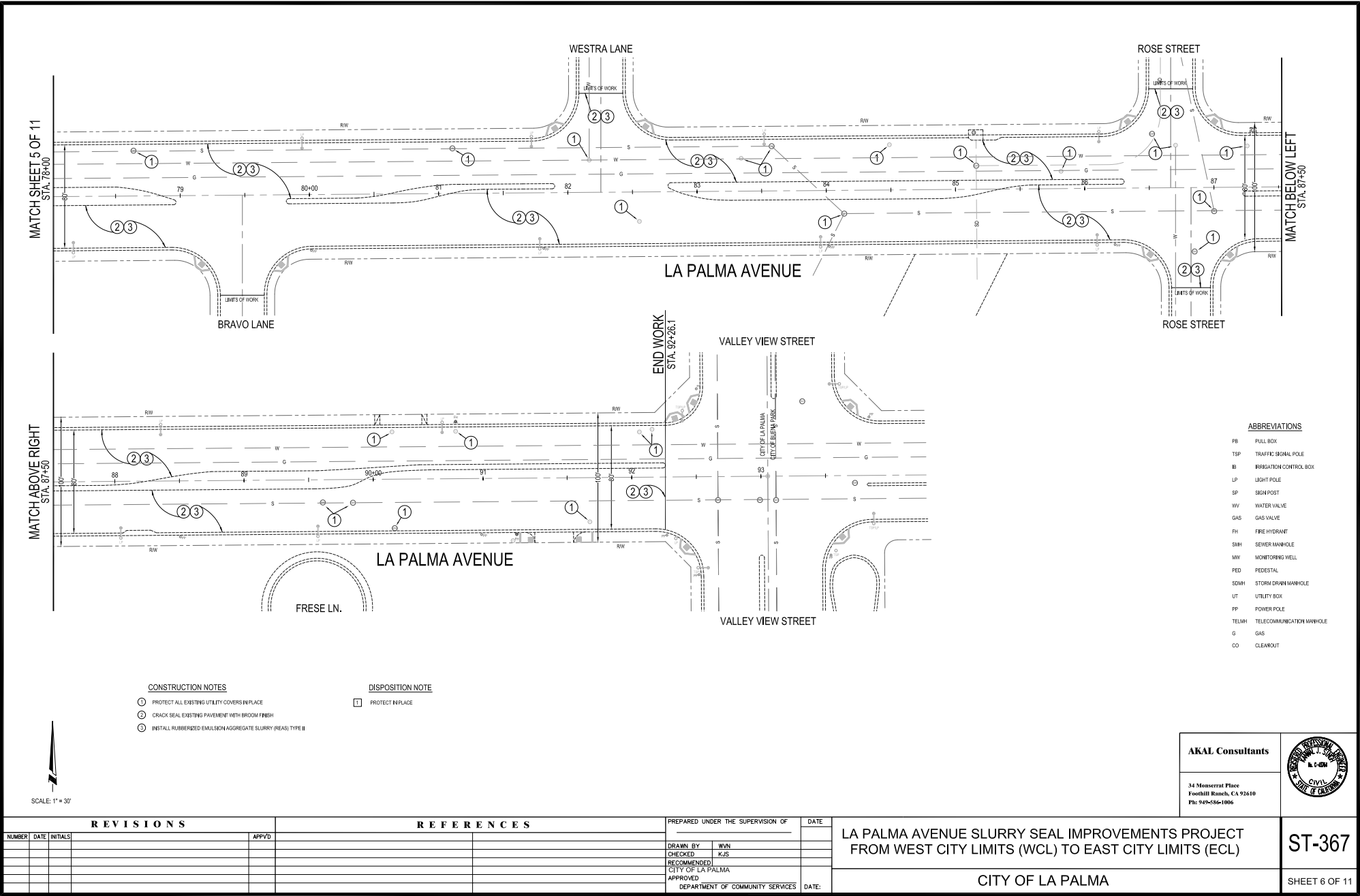
SHEET 1 OF 11

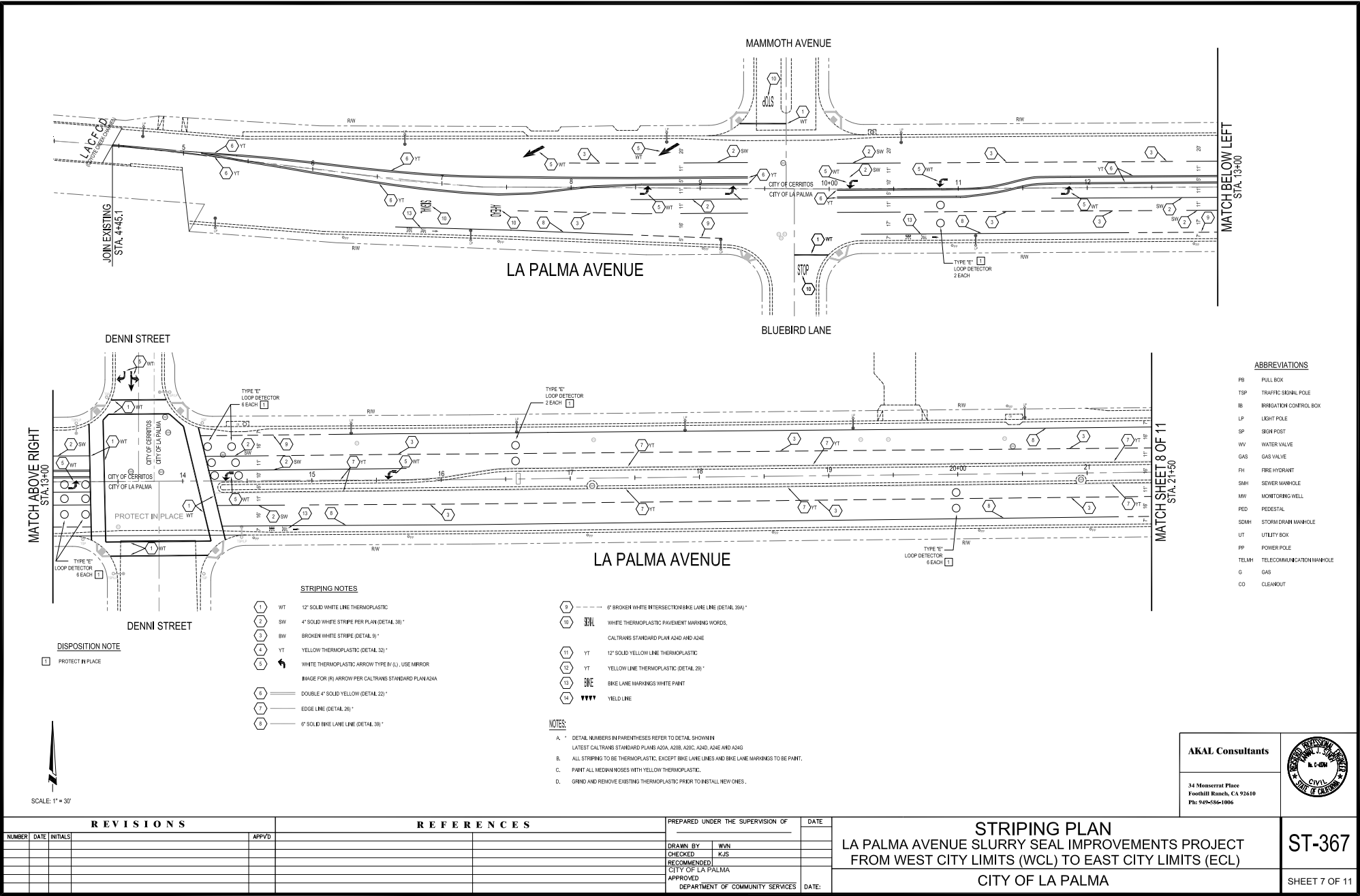












ABBREVIATIONS

- PB PULL BOX
- TSP TRAFFIC SIGNAL POLE
- IB IRRIGATION CONTROL BOX
- LP LIGHT POLE
- SP SIGN POST
- WV WATER VALVE
- GV GAS VALVE
- FH FIRE HYDRANT
- SMH SEWER MANHOLE
- MW MONITORING WELL
- PEDESTAL
- SDMH STORM DRAIN MANHOLE
- UT UTILITY BOX
- PP POWER POLE
- TELMH TELECOMMUNICATION MANHOLE
- G GAS
- CO CLEANOUT

STRIPING NOTES

- 1 WT 12" SOLID WHITE LINE THERMOPLASTIC
- 2 SW 4" SOLID WHITE STRIPE PER PLAN (DETAIL 38)
- 3 BW BROKEN WHITE STRIPE (DETAIL 9)
- 4 YT 12" SOLID YELLOW LINE THERMOPLASTIC
- 5 WT WHITE THERMOPLASTIC ARROW TYPE BY (L) USE MIRROR
- 6 WT WHITE THERMOPLASTIC ARROW TYPE BY (R) USE MIRROR
- 7 WT WHITE THERMOPLASTIC ARROW TYPE BY (L) USE MIRROR
- 8 WT WHITE THERMOPLASTIC ARROW TYPE BY (R) USE MIRROR
- 9 WT WHITE THERMOPLASTIC ARROW TYPE BY (L) USE MIRROR
- 10 WT WHITE THERMOPLASTIC ARROW TYPE BY (R) USE MIRROR
- 11 WT WHITE THERMOPLASTIC ARROW TYPE BY (L) USE MIRROR
- 12 WT WHITE THERMOPLASTIC ARROW TYPE BY (R) USE MIRROR
- 13 WT WHITE THERMOPLASTIC ARROW TYPE BY (L) USE MIRROR
- 14 WT WHITE THERMOPLASTIC ARROW TYPE BY (R) USE MIRROR

- 1 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 2 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 3 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 4 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 5 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 6 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 7 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 8 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 9 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 10 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 11 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 12 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 13 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)
- 14 6" BROKEN WHITE INTERSECTION BKE LANE LINE (DETAIL 39A)

NOTES

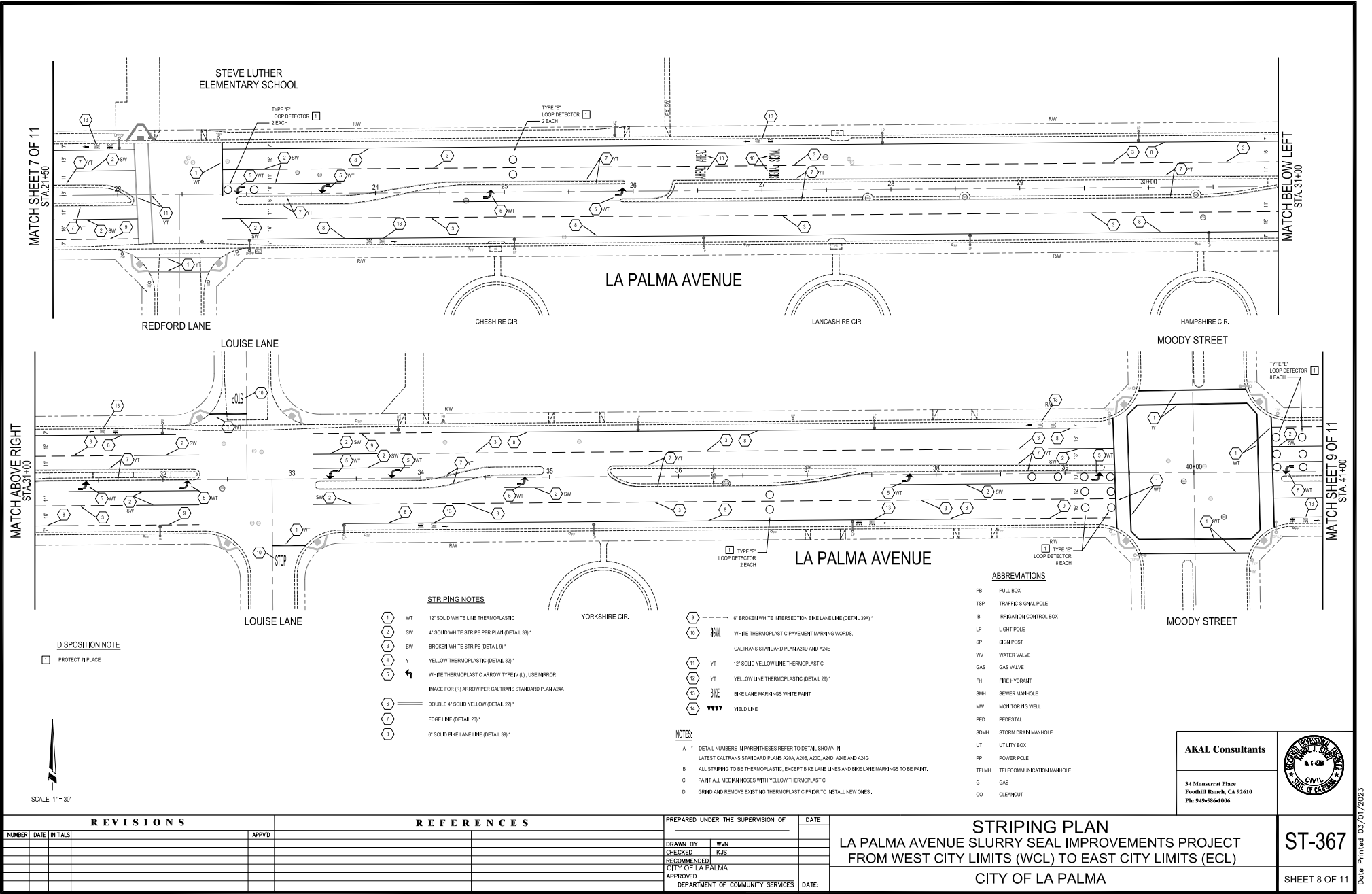
- A. DETAIL NUMBERS IN PARENTHESES REFER TO DETAIL SHOWN
- B. LATEST CALTRANS STANDARD PLANS A2A, A2B, A2C, A2D, A2E AND A2F
- C. ALL STRIPING TO BE THERMOPLASTIC, EXCEPT BKE LANE LINES AND BKE LANE MARKINGS TO BE PAINT.
- D. PAINT ALL MEDIAN ROSES WITH YELLOW THERMOPLASTIC.
- E. GRIND AND REMOVE EXISTING THERMOPLASTIC PRIOR TO INSTALL NEW ONES.

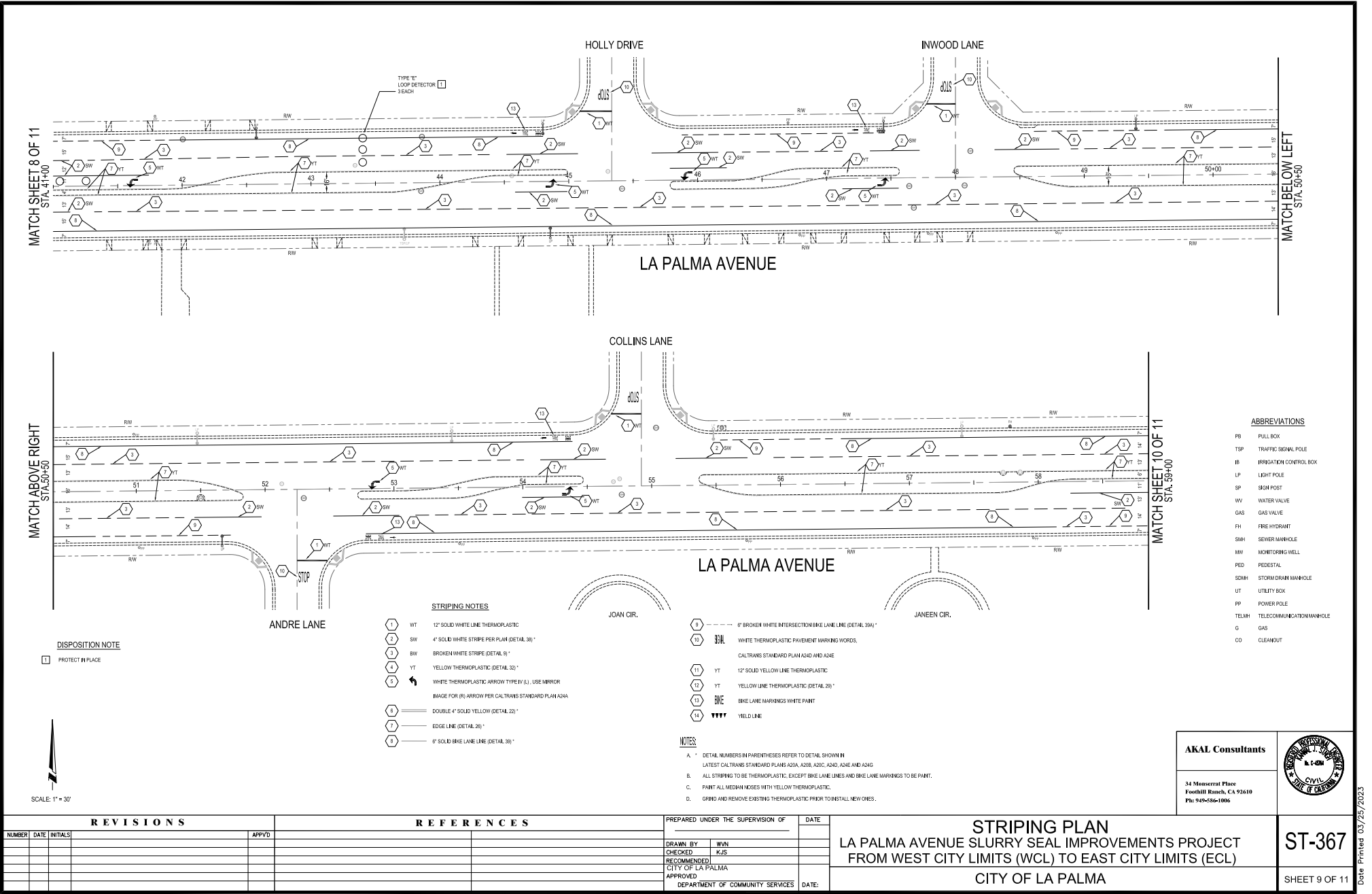


AKAL Consultants

34 Monserat Place
Foothill Ranch, CA 92610
Ph: 949-286-1006

Date Printed 03/25/2023





REVISIONS				REFERENCES				PREPARED UNDER THE SUPERVISION OF		DATE	
NUMBER	DATE	INITIALS	APPROVED					DRAWN BY	WUN		
								CHECKED	KJS		
								RECOMMENDED			
								CITY OF LA PALMA			
								APPROVED			
								DEPARTMENT OF COMMUNITY SERVICES		DATE:	

AKAL Consultants

34 Monserat Place
Foothill Ranch, CA 92610
Ph: 949-586-1886

STRIPING PLAN

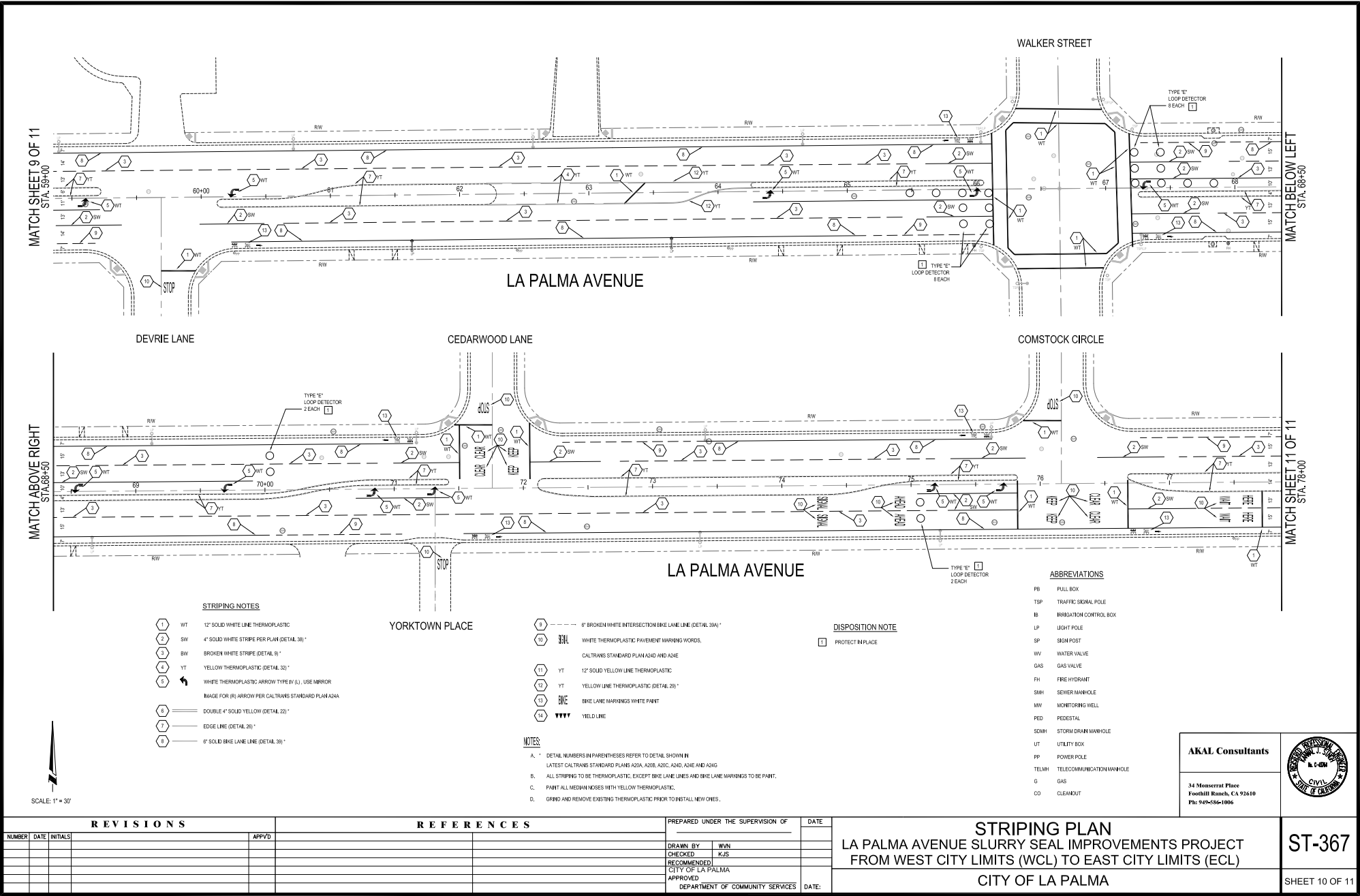
LA PALMA AVENUE SLURRY SEAL IMPROVEMENTS PROJECT

FROM WEST CITY LIMITS (WCL) TO EAST CITY LIMITS (ECL)

CITY OF LA PALMA

ST-367

SHEET 9 OF 11



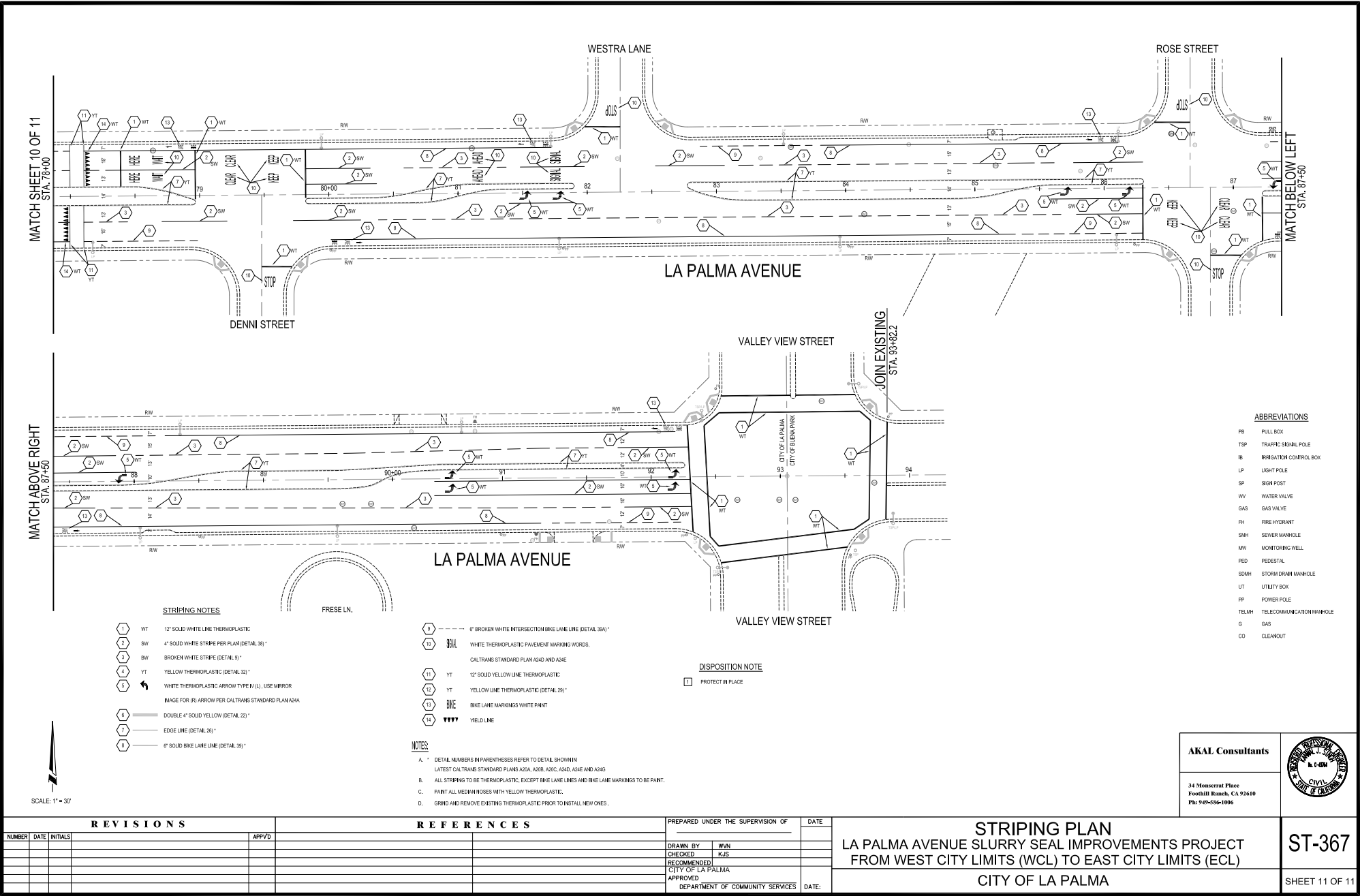


EXHIBIT B

Budget and Fee Schedule

ROY ALLAN SLURRY SEAL, INC. Response

Pricing unsealed at May 20, 2025 10:41 AM

CONTACT INFORMATION

Company
ROY ALLAN SLURRY SEAL, INC.

Email
lawrence@raslurry.com

Contact
Lawrence Allan

Address
11922 BLOOMFIELD AVE.
SANTA FE SPRINGS, CA 90670

Phone
(562) 864-3363

Website
N/A

Submission Date
May 20, 2025 10:03 AM (Pacific Time)

ADDENDA CONFIRMATION

☒ Addendum #1
Confirmed May 19, 2025 11:00 AM by Lawrence Allan

QUESTIONNAIRE

1. Bidder Certification* ☒ Pass ☐ Fail

PROPOSAL FOR
La Palma Avenue Slurry Seal Improvements - ST-367
(CITY PROJECT NO. TBD)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LA PALMA:

In compliance with the Notice Inviting Bids, the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore, in accordance with the plans and specifications therefore, known as La Palma Avenue Slurry Seal Improvements - ST-367, City Project No. TBD, which are on file in the office of the Director of Public Works/Community Services of the City of La Palma; and the undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the City of La Palma, duly appointed for said work for the project, in the City of La Palma, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices, to wit:

Note: Contract will be awarded based on the total bid price to the lowest responsible bidder. The City reserves the right to award a contract based on any combination of the bid items.

It is understood and agreed that:

1. The Bidder has carefully examined all the Contract Documents which will form a part of the contract; namely, documents consist of Notice Inviting Bids; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Noncollusion Affidavit to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; Faithful Performance Bond; Labor and Materials Bond; Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; and any Addenda issued prior to the submittal of this Proposal. Also included shall be any and all supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.
2. The Bidder has satisfied itself as to the nature and location of the Work and fully informed itself as to all conditions and matters which can in any way affect the Work or the cost thereof.
3. The Bidder fully understands the scope of Work and has checked carefully all words and figures submitted within OpenGov and further understands that the City of La Palma will in no way be responsible for any errors or omissions in the preparation of this Proposal.
4. The Bidder has given the City Engineer written notice of all omissions, conflicts, errors or discrepancies that the Bidder has discovered in the Contract Documents, and the written resolution thereof is acceptable to the Bidder.
5. The Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Bidder will comply with such provisions of that Code before commencing the performance of this contract if it is awarded to the Bidder.
6. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the City against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
7. The Bidder will execute the Agreement and furnish the required bonds, together with the certification of insurance required, within ten (10) working days after the award of the Contract.
8. The Bidder will not begin work unless and until all requirements in regard to bonds and insurance have been satisfied, and the Bidder will complete said Work within the period of time specified in the Notice Inviting Bids.
9. If requested by the City, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
10. Prior to and as a condition of entering into an Agreement for the Work scheduled herein on which it submits a bid, the Bidder shall provide the City with proof of the Bidder's and all subcontractors' current registration to perform public work pursuant to Labor Code Section 1725.5.

☒ Confirmed

2. Bid Bond*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [BID_BOND_LA_PALMA.docx](#)

 [Bid_Bond - La_Palma_Ave..pdf](#)

3. Type of Firm*

☒ Pass ☐ Fail

Corporation

4. Bidder organized under the laws of the State of:*

☒ Pass ☐ Fail

California

5. Contractor's License Number*

☒ Pass ☐ Fail

372798

[Click to Verify](#). Value will be copied to clipboard

6. Contractor's License Class & Expiration Date*

☒ Pass ☐ Fail

A 4/30/27

7. Department of Industrial Relations (DIR) Registration Number*

☒ Pass ☐ Fail

1000001156
[Click to Verify](#). Value will be copied to clipboard

8. List the names and addresses of all members of the firm or name and titles of all officers of the corporation* ☒ Pass ☐ Fail

Roy Allan Slurry Seal, Inc., 12643 Emmens Way, Santa Fe Springs, Ca. 90670

Lawrence Allan - President

Lance Allan - Vice President/ Secretary

9. Number of years of experience as a contractor in construction work* ☒ Pass ☐ Fail

48

10. List a minimum of three projects completed as of recent date that includes the above description of work* ☒ Pass ☐ Fail

Contract Amount	Class of Work	Date Completed	Name, Contract, Phone Number and Email of Owner

- 1. \$820,595.00, Slurry Seal, Crack Seal, AC Repairs and Striping, 8/2/24, City of Fullerton, Nick Esposito, 657-230-6851
- 2. \$982,690.00, Crack Seal and Slurry Seal, 11/12/24, City of Mission Viejo, Rich Shlesinger, 949-470-3079
- 3. \$2,529,419.00, Crack Seal, Edge grind, Slurry Seal and Striping, 5/30/24, City of Newport Beach, Danny Jordan, 949-644-3344

11. 9. List the name of the person who inspected the site of the proposed work for your firm* ☒ Pass ☐ Fail

Lawrence Allan

12. Date of Inspection * ☒ Pass ☐ Fail

5/19/25

13. If requested by City, the bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of their current financial condition.*

☒ Confirmed

☒ Pass ☐ Fail

14. List the name and address of each subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each such subcontractor.*

Include the following information for each subcontractor:

☒ Pass ☐ Fail

1. Name _____
2. License No. & Class _____
3. Address _____
4. Work to be performed _____

A. Superior Pavement Markings. B. 776306 C32, C. 5312 Cypress St., Cypress, Ca. 90630

15. Contractor's License Declaration*

☒ Pass ☐ Fail

The undersigned declares that they are an authorized representative of the party making the foregoing Bid (hereinafter, the "Bidder").

Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"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."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

☒ Confirmed

16. Noncollusion Declaration to be Executed by Bidder and Submitted with Bid*

☒ Pass ☐ Fail

The undersigned declares that they are an authorized representative 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 their 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 behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they 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

☒ Confirmed

17. City of La Palma Guaranty*

☒ Pass ☐ Fail

In accordance with the terms of the contract for the modification of La Palma Avenue Slurry Seal Improvements - ST-367 in the City of La Palma between the City of La Palma (hereinafter referred to as the City) and the undersigned, which contract provides for the installation of miscellaneous items, or parts thereof, and under which contract the undersigned has installed such systems, the following guaranty of said system is hereby made.

Should any of the equipment installed pursuant to said contract, prove defective; or should the system as a whole prove defective, due to faulty workmanship, material furnished or methods of installation; or should the said systems or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one year after date on which systems stated in said contract are accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within twenty (20) days after the receipt of demand from the City. In the event repairs are not made within twenty (20) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. The undersigned agrees to reimburse the City, upon

demand, of its expenses incurred in restoring said systems to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said systems completely without cost to the City so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred. Emergency repairs will be deemed as those repairs necessary due to malfunctions of equipment as determined by the Director of Public Works & Community Services or City Engineer.

Said systems will be deemed defective within the meaning of this guaranty in the event that they fail to operate as originally intended by the manufacturers thereof and in accordance with the plans and specifications included in said contract.

☒ Confirmed

PRICE TABLES

Table 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization & Traffic Control	1	LS	\$35,370.00	\$35,370.00
2	Storm Water Pollution Prevention Plan	1	LS	\$1,760.00	\$1,760.00
3	Crack Seal	1	LS	\$19,493.00	\$19,493.00
Total					\$56,623.00

Table 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Install Slurry Seal, Type II	620000	SF	\$0.19	\$117,800.00
5	Thermoplastic Traffic Striping, Pavement Markings and Curb Painting	1	LS	\$78,185.00	\$78,185.00
Total					\$195,985.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	Street Sweeping Services 30 Calendar Days	1	LS	\$1,600.00	\$1,600.00

Total	\$1,600.00

EXHIBIT C

Special Provisions

Not Applicable

City of La Palma

Agenda Item No. 11



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development & Public Works Director

AGENDA TITLE: Amendment to Landscape Maintenance Agreement with Caltrans for SR-91 Right-of-Way at Walker Street (Digital Display Billboard at 6951 Walker Street)

RECOMMENDED ACTION:

It is recommended that the City Council approve and authorize the execution of the amended Landscape Maintenance Agreement with the California Department of Transportation (Caltrans) for the maintenance of landscape and irrigation for a portion of SR-91 Freeway Right-of-Way at Walker Street.

SUMMARY:

On April 1, 2025, the City Council approved a Landscape Maintenance Agreement (LMA) between Caltrans and the City of La Palma for a portion of SR-91 Freeway right-of-way at Walker Street as it relates to the construction of a Digital Display Billboard at 6951 Walker Street. A separate agreement between the City of La Palma and Outfront Foster Interstate (Applicant) will be executed for the removal and installation of landscaping and irrigation along the westbound SR-91 between Post Mile R0.15 to R0.59, on both sides of Walker Street as shown on Exhibit A of the revised draft LMA (Attachment 1).

Upon submittal of the executed Caltrans standard agreement, Caltrans legal staff requested additional language included in the LMA. The added clause is related to unsheltered encampment removal, which states that it is the State's responsibility to enforce the State's Encampment Removal policy and reads as follows on Page 3, Section 8:

8. Unsheltered Encampment Removal.

8.1 *STATE shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the Location(s) shown in Exhibit A, subject to State's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.

8.2 Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the locations shown in Exhibit A.

No other amendments are proposed to the previously executed LMA.

FISCAL IMPACT:

There is no direct fiscal impact from executing the amendment to the agreement. All costs associated with the removal, installation, and maintenance tasks outlined in the agreement will be borne by the Applicant.

ATTACHMENTS:

1. Revised Landscape Maintenance Agreement

LANDSCAPE MAINTENANCE AGREEMENT WITH THE CITY OF LA PALMA

THIS AGREEMENT is made effective this 3rd day of June, 2025, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of La Palma; hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

1. This Agreement addresses CITY responsibility for the removal, abatement, and replacement of trees (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 91, as shown on Exhibit A, attached to and made a part of this Agreement.
2. Maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
3. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
4. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.
 - 4.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
5. CITY agrees, at CITY expense, to do the following:
 - 5.1. CITY will MAINTAIN or have authorized licensed contractor with appropriate class of license in the State of California, to MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE. CITY will have in place a valid necessary encroachment permits prior to the start of any work within STATE'S right of way.

- 5.1.1. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way
- 5.2. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 5.2.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 5.2.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 5.2.3. To expeditiously MAINTAIN, replace, repair or remove from service any components of LANDSCAPING system that has become unsafe or unsightly.
- 5.3. To furnish electricity for irrigation system controls, and lighting system controls for all street lighting systems installed by CITY.
- 5.4. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- 5.5. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 12 Maintenance at 1750 E. 4th Street, Suite 100, Santa Ana, CA 92705.
- 5.6. CITY shall ensure LANDSCAPING within the Agreement limits provide an acceptable walking and riding surface and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the LANDSCAPING in an expeditious manner.
- 5.7. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.

- 5.8. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
6. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
7. STATE shall Issue encroachment permits to CITY at no cost to it.
8. Unsheltered Encampment Removal.
- 8.1. *STATE shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the Location(s) shown in Exhibit A, subject to State's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.
- 8.2. Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations shown in Exhibit A.
9. LEGAL RELATIONS AND RESPONSIBILITIES:
- 9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
- 9.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

9.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

9.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

9.5. PREVAILING WAGES:

9.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

- 9.6. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the SR 91/PM 0.28 location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.
- 9.7. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
10. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
11. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF LA PALMA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairmen

Initiated and Approved

By: _____
CITY Manager

By: _____

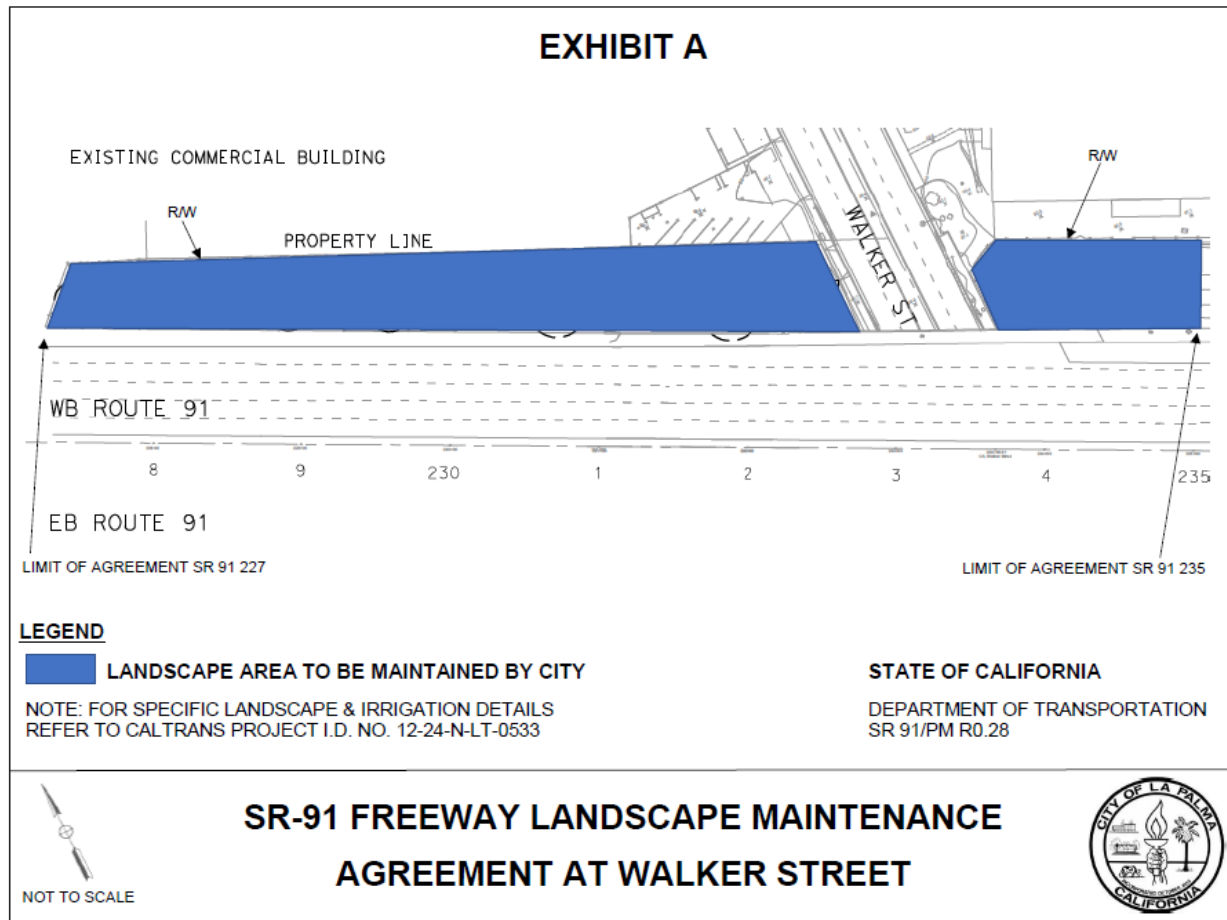
ANDREW CHUAH, PE
Deputy District Director
Maintenance District

ATTEST:

By: _____
CITY Clerk

By: _____
CITY Attorney

EXHIBIT A



**EXHIBIT B – LETTER OF CERTIFICATE OF CITY OF LA PALMA STATEMENT OF
SELF INSURANCE**



April 8, 2025

CALTRANS DISTRICT 12
1750 E. 4TH STREET, SUITE 100
SANTA ANA, CA 92705

ATTN: Sarah Rodriguez

RE: Statement of Self Insurance for CITY OF LA PALMA Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for the maintenance of the removal, abatement, and replacement of trees along Highway 91 at PM 0.28.

Dear Sarah Rodriguez:

The purpose of this letter is to certify that the City of La Palma is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 6.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Ryan Hallett
Assistant City Manager

Attachment: Certificate of Liability Protection

www.cityoflapalma.org

PHONE
714 690 3300

7822 Walker Street
La Palma, CA 90623-1771

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

CERTIFICATE OF LIABILITY PROTECTION

In accordance with the provisions of Article 11(a) of the Joint Powers Agreement creating the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, the Executive Committee has designated a Joint Liability Protection Program for the Members.

City of La Palma

including its governing body, along with all its commissions, agencies and employees thereof, is protected in accordance with the terms and provisions of the CALIFORNIA JPIA Liability Protection Program. This Certificate is evidence of the Member's participation in the Primary Liability Protection Program during the period of July 1, 2024 to July 1, 2025.

The CALIFORNIA JOINT POWERS INSURANCE AUTHORITY will investigate, defend and/or pay all claims, settlements and final judgments which come within the provisions of the CALIFORNIA JPIA Memorandum of Coverage of the Liability Protection Program as defined therein.



CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

Alexander Smith, Chief Executive Officer

City of La Palma

Agenda Item No. 12



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Joseph Cisneros, Deputy City Manager

AGENDA TITLE: Consideration of Anaheim Union High School District School Resource Officer Agreement

RECOMMENDED ACTION:

It is recommended that the City Council approve and authorize the Interim City Manager, or their designee, to execute all required documents to receive direct funding from the Anaheim Union High School District School, and execute the Agreement with the Anaheim Union High School District School to support the School Resource Officer program.

BACKGROUND:

The North Orange County Public Safety Collaborative (NOCPSC), formerly the North Orange County Public Safety Task Force, is a regional partnership of twelve North Orange County cities established in 2017 through Assembly Bill 97 as a four-year pilot program focused on youth violence prevention in K-12 schools, offender reentry, and homelessness. Initially funded by a \$20 million allocation from the Board of State and Community Corrections—with a requirement that at least 60% be directed to community-based organizations—the Collaborative employs tools such as the "Outreach Grid" to enhance coordination among service providers. As the pilot period concluded, the Collaborative successfully extended its funding, with support from the NOCPSC state representatives; however, the program is now set to sunset on June 30, 2025, requiring member cities to identify alternative funding sources to support their programs. In La Palma, the La Palma Community Foundation (LPCF), a qualified Community Based Organization, contributed to the Collaborative's program operations by securing funding to support both the La Palma School Resource Officer (SRO) program and the InspoTeen youth engagement initiative in La Palma schools.

DISCUSSION:

In late 2024, the City was informed that state funding for the School Resource Officer (SRO) program would not be renewed. As the full-time SRO position had been fully funded through the North Orange County Public Safety Collaborative (NOCPSC) grant, the City began exploring local funding solutions, including partnerships with the school districts served by the program. In response, the City engaged stakeholders from Anaheim Union High School District (AUHSD), Cypress School District (CSD), and Centralia Elementary School District (CESD) to discuss options for sustaining the program.

Through these discussions, the City learned that AUHSD had established funding agreements with other local police departments to support their SRO programs. Accordingly, the City developed a draft agreement with AUHSD, which is currently being considered by the AUHSD's Board and is anticipated for ratification mid-June 2025. Key provisions of the proposed agreement include:

- Term: July 1, 2025 – June 30, 2026, with automatic annual renewals for up to five years unless terminated or modified with 60 days' notice.
- Assignment: One La Palma Police Department officer will serve full-time as SRO at John F. Kennedy High School and Walker Junior High School.
- Scope: The SRO will provide campus patrol, respond to incidents, and assist with crisis intervention, mentoring, and events—excluding enforcement of school rules or student discipline.
- Cost Sharing: AUHSD will reimburse the City for 50% of the officer's base salary and benefits, up to \$125,000 annually, subject to collective bargaining adjustments.
- Payment Terms: The City will issue quarterly invoices, with payment due within 45 days.
- Employment: The SRO remains a City employee; the City retains full responsibility for employment-related matters.
- Termination: Either party may terminate the agreement with 30 days' written notice.

If approved by the AUHSD Board, the agreement will offset approximately 50% of the SRO program's personnel costs, supporting the program's continuity for the next five years.

FISCAL IMPACT:

Upon ratification and execution by the AUHSD Board and the City of La Palma, the agreement funds will be reflected in Fund 025.

ATTACHMENTS:

1. Anaheim Union High School District School SRO Agreement

Consideration Of The City Of La Palma And Anaheim Union High School District
School Resource Officer Agreement

This agreement (“Agreement”) is made and entered into as of July 1, 2025, by and between the CITY OF LA PALMA, a municipal corporation of the State of California (“City”) and the ANAHEIM UNION HIGH SCHOOL DISTRICT, a political subdivision of the State of California, (“District”) (collectively the “Parties”).

A. Recitals.

(i). John F. Kennedy High School and Walker Junior High School (individually the “School,” or together, the “Schools”) are part of the District.

(i). The Parties have determined that there is a need for the services of one (1) police officer at the Schools in order to more effectively deal with police-related issues that are unique to school campuses. It is the intent of this Agreement that a La Palma police officer will patrol the grounds and buildings of the Schools (the “Campuses”), respond to crimes that occur on the Campuses, and be utilized for crisis intervention, counseling, and mentoring of students.

(ii) The Parties desire to establish an effective mechanism for the provision of such services on the Campuses.

(iii) All legal prerequisites to the making of this Agreement have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between City and District as follows:

B. Agreement.

1. “Commencement Date” means July 1, 2025.

2. “Termination Date” means June 30, 2026.

3. Term. The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date. This Agreement shall automatically renew annually for an additional period of one (1) year commencing at 12:00 a.m. on July 1 of the next succeeding year, unless either Party elects to terminate or alter the Agreement as hereafter provided, up to a total of five (5) years. If either Party wishes to terminate this Agreement without cause or alter its renewal terms, the Party desiring the alteration or termination shall notify the other Party in writing sixty (60) days prior to the proposed alteration or termination date.

4. City shall designate one La Palma Police Department sworn police officer position to perform full-time duties as a School Resource Officer (“SRO”) on the Campuses. The City shall have sole discretion over which of its sworn police officers it designates to serve as SRO on the Campuses. The SRO shall be qualified to perform the services set forth in this Agreement. The City Manager or

designee and the District's Director of Student Support Services shall agree to the SRO's schedule of hours in writing prior to each one year term of this Agreement.

5. District agrees to reimburse City for 50 percent of the base salary and cost of benefits of one Police Officer, as determined by the "Rate Schedule," included herein as Attachment A, but not to exceed \$125,000 per one year term of this Agreement. These amounts may be subject to adjustment in subsequent years as mutually agreed upon between the parties or as modified through collective bargaining agreements pursuant to Section 7 below.

6. In consideration for services contained herein, District agrees to reimburse City upon quarterly receipt of an itemized invoice. District agrees to reimburse City for 50 percent of the actual costs incurred at the time services are provided, according to City's rate schedule. It is understood by both Parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and no advance written notification is necessary before implementing the increased rates. In the event City incurs a rate increase, District agrees to pay the increased rate.

7. The District agrees to pay City within 45 days after the date of District's receipt of the itemized invoice.

8. If the City is unable to provide, within a one year term of this Agreement, a SRO as set forth in this Agreement for a cumulative period exceeding ten days scheduled for SRO service as described in Section 4, the District may credit any payments owed to the City on a pro-rated basis for the ten scheduled days the City did not provide an SRO and any additional scheduled days the City did not provide an SRO. The City shall make every effort to ensure an SRO is available on every scheduled day pursuant to the schedule described in Section 4.

9. SROs providing services under this Agreement shall not be deemed District employees for any purpose. City shall be solely responsible, in all respects, for compensation, benefits, workers' compensation, and insurance, training, coordination and management of duties, supervision, discipline, and all other matters related to the SRO's employment. The SRO shall comply with all District rules and regulations while on duty as an SRO on the Campuses.

10. City and District agree that the duties of the SRO shall be as follows:

(a). Act as a resource for individual problems or questions in the area of law enforcement and related matters for School administrators, students, parents, teachers, School staff and others involved in the welfare and education of youth.

(b). Counsel students and parents in the area of law enforcement and related matters and as deemed appropriate by the SRO.

(c). Assist School authorities in determining the most appropriate courses of action in cases involving violations of law on campus or youth the School has determined to be at risk of performing a criminal act(s).

(d). Collaborate with School authorities in finding resources that may assist in helping students the School has determined to be at risk of performing a criminal act(s).

(e). Inspect School facilities for security and traffic concerns and vandalism deterrents. Recommend reasonable solutions to safety, traffic, and vandalism concerns.

(f). Take reports of criminal offenses that occur on School property and submit them to the Police Department for follow-up. Develop a non-threatening relationship with students.

(g). Give presentations to students on administration of justice, youth, and the law; rights and responsibilities of students and parents; bicycle, and pedestrian safety, drug abuse, anti-gang messages, and other topics as mutually agreed.

(h). Meet with PTA groups, teacher groups, student body groups, and other interested groups in the area of law enforcement and related matters as the SRO deems necessary and appropriate.

(i). Assist in planning security and law enforcement for, and supervise, School dances, sporting events, and other school activities.

Both parties agree the SRO shall not be responsible for the following:

(a). Discipline of students.

(b). Enforcement of school rules and regulations.

11. The District and City acknowledge and agree that for purposes of sharing pupil record information, the SRO shall be deemed a “school official” consistent with applicable federal and state law and regulations. Pursuant to 34 Code of Federal Regulations (§ 99.31 (a)(1)(i)(B)), both parties agree that the SRO, as a school official:

- (a) Performs a service or function, as noted in this Agreement, for which the District would otherwise use employees;
- (b) Is under the direct control of the District with respect to the use and maintenance of education records;
- (c) Is subject to the requirements in § 99.33(a) that the personally identifiable information (PII) from education records may be used only for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of students, and governing the redisclosure of PU from education records; and
- (d) Meets the criteria specified in the District’s annual notification of FERPA rights for being a school official with a legitimate educational interest in the educational records. That criteria includes the above three points and limits access to pupil records to those pupil records the SRO needs to review in order to fulfill his or her professional responsibility.

In addition, both parties agree that SRO acting as school official under this Agreement may only use personally identifiable information from pupil records for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of the students, in accordance with 34 CFR §§ 99.31(a)(1)(i)(B)(3) and 99.33(a)(2). In addition, SRO under this Agreement is subject to FERPA’s redisclosure requirements in 34 CFR § 99.33(a), which means that a SRO who is acting as a “school official” under FERPA may not re-disclose pupil record information from education records to others, including other employees of his or her police department who are not acting as school officials without consent, unless the disclosure fits within one of the exceptions to consent in FERPA such as a subpoena, court order, emergency determined by the District, or directory information if the parent/legal guardian has not opted out.

12. The City agrees to indemnify and hold District harmless from any and all liabilities, claims, and costs, including reasonable attorneys’ fees associated with any claims or demands related to the conduct of the SRO or services provided by him/her pursuant to this Agreement. City shall, however, have no obligation to indemnify and hold District harmless for the negligent or intentional wrongful acts of District’s officials, employees, and agents.

13. District hereby agrees to indemnify and hold City harmless from any and all liabilities, claims, and costs, including reasonable attorneys’ fees associated with any claims or demands related to the conduct of the SRO or services provided by him/her pursuant to this Agreement. District shall, however, have no obligation to indemnify and hold City harmless for the negligent or intentional wrongful acts of City’s officials, employees, and agents.

14. The City Manager or designee is authorized to take any and all actions to administer this Agreement on behalf of City as specifically set forth herein, including, but not limited to, terminating services in accordance with the Agreement and executing amendments to the Agreement, provided such amendment(s) does not cause an increase in cost.

15. Termination. Either Party may terminate this Agreement for any reason on 30 calendar days’ written notice to the other Party. The City agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All District data, documents, objects, materials or other tangible things shall be returned to District upon the termination or expiration of this Agreement. Upon termination, City shall be paid based on the work satisfactorily performed at the time of termination.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Date of Execution

CITY OF LA PALMA
a municipal corporation

By: _____

Mike Egan
Interim City Manager

ATTEST:

By:

Kimberly Kenney, CMC
City Clerk

Date of Execution

ANAHEIM UNION HIGH SCHOOL DISTRICT

By:

Printed Name Nancy C. Nien

Title Assistant Superintendent, Business

APPROVED AS TO FORM:

COLANTUONO, HIGHSMITH & WHATLEY, PC

By: _____

Ajit Thind, City Attorney

Dated: _____

City of La Palma

Agenda Item No. 13



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Joseph Cisneros, Deputy City Manager

AGENDA TITLE: Report on City of La Palma's Staff Vacancies, and Recruitment and Retention Efforts in Compliance with Assembly Bill (AB) 2561 (Gov. Code § 3502.3)

RECOMMENDED ACTION:

It is recommended that the City Council take the following actions:

1. Open Public Hearing;
2. Receive Staff Report;
3. Receive Public Input;
4. City Council Comments and Questions;
5. Close the Public Hearing;
6. Receive and file the report on City of La Palma's Staff Vacancies, and Recruitment and Retention Efforts in Compliance with Assembly Bill (AB) 2561 (Gov. Code § 3502.3).

BACKGROUND:

The Meyers-Milias-Brown Act (MMBA) grants local public employees the right to organize and be represented in labor matters, requiring public agencies to meet and confer in good faith with recognized employee organizations on wages, hours, and other terms of employment. The City of La Palma has three recognized bargaining units—the La Palma General Employees Association (LPGEA), the La Palma Professional Employees Association (LPPEA), and the La Palma Police Association (LPPA)—each governed by a Memorandum of Understanding (MOU).

Assembly Bill (AB) 2561 amended the Meyers-Milias-Brown Act, creating new obligations for public agencies to publicly address the status of their vacancies. This staff report is intended to serve as the City's reporting of position vacancies as of May 29, 2025, before the adoption of the annual budget, in compliance with the bill.

DISCUSSION:

AB 2561 was introduced to address the issue of job vacancies in local government, which can adversely affect the delivery of public services and employees' workload. AB 2561 requires public agencies to hold at least one public hearing per fiscal year to discuss vacancies and recruitment and retention efforts.

In compliance with the new legal obligations, the City of La Palma is required to do the following:

1. **Conduct a Public Hearing:** At least once each fiscal year, at a public hearing before the La Palma City Council, the City of La Palma shall present information regarding the status of vacancies and recruitment and retention efforts (Gov. Code § 3502.3(a)(1)) and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process (Gov. Code § 3502.3(a)(3)). Per AB 2561, this Public Hearing and Presentation must be held in advance of the annual budget adoption each fiscal year. (Gov. Code § 3502.3(a)(2).)
2. **Employee Organization Participation:** Allow the La Palma recognized employee organizations to make presentations during the public hearing concerning vacancies and recruitment and retention efforts. (Gov. Code § 3502.3(b).) The La Palma recognized employee organizations may make their presentations during regular public comment.
3. **Additional Reporting for High Vacancy Rates:** Per AB 2561, if vacancies within a single bargaining unit meet or exceed 20% of authorized full-time positions in that bargaining unit, upon request of the recognized employee organization for that bargaining unit, the City of La Palma must provide additional information during the public hearing, including the following: (1) the total number of vacancies; (2) the number of applicants; (3) the average time to fill positions; and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit. (Gov. Code § 3502.3(c).)

The following City positions are currently vacant as of the time this staff report was prepared:

- Engineering Technician, Public Works Department, La Palma General Employees Association (LPGEA)
- Water Supervisor, Public Works Department, La Palma Professional Employees Association (LPPEA)
- Assistant to the City Manager, Management and Administrative Services Departments, La Palma Management Employees (At-will and Unrepresented)
- City Manager, La Palma Management Employees (At-will and Unrepresented)

The City is actively recruiting for the vacant positions listed above. Recruitment has closed for the Water Supervisor and the City is currently proceeding with the hiring process. Recruitment for the remaining three positions is expected to close later this month, after which the hiring process will begin.

At this time, no bargaining units have vacancy rates of 20% or higher, and staff has not identified any policy-related obstacles impacting the hiring process.

FISCAL IMPACT:

There is no fiscal impact as a result of receiving this report.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 14



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Joseph Cisneros, Deputy City Manager
Michael Matsumoto, Financial Consultant

AGENDA TITLE: Adoption of the Fiscal Year 2025-26 Operating and Capital Improvement Program Budgets and the Appropriations Limit

RECOMMENDED ACTION:

It is recommended that the City Council take the following actions:

1. Open Public Hearing;
2. Receive Staff Report;
3. Receive Public Input;
4. City Council Comments and Questions;
5. Close the Public Hearing;
6. Adopt a Resolution approving the Fiscal Year 2025-26 Budget; and
7. Adopt a Resolution approving the Annual Appropriations Limit for Fiscal Year 2025-26.

SUMMARY:

As discussed at the City Council meeting on May 6, 2025, the Fiscal Year 2025-26 Budget (FY 25-26) has been prepared and incorporates any changes directed by the City Council. The public can view the budget on the City's website or at the City Clerk's Office.

The Economy and La Palma's Economic Outlook

As of May 2025, the economy presents a complex and evolving landscape shaped by recent policy changes and global uncertainties. The labor market remains relatively stable with fairly low unemployment, signaling continued resilience in employment, and inflation has decreased to 2.4%. Nevertheless, the Federal Reserve is holding interest rates at 4.25%-4.50% due to uncertainties. The stock market has become notably volatile. Consumer spending is strong but shifting toward essentials, with luxury purchases more sensitive to economic uncertainty.

On a local level, the City maintains a prudent philosophy regarding its spending. Lessons from prior years indicate that the economy can fluctuate from growth to recession and back again. Fortunately, the City has very healthy reserves that have grown year after year. As of March 31, 2025, the current spendable reserves were approximately \$20.5M, or 133% of FY 2025-26 General Fund expenditures, in the following funds:

General Fund	\$5,414,000
Emergency Reserve	\$7,768,000
General Fund Budget Reserve	\$3,625,000
Capital Outlay Reserve (COR)*	\$1,254,000
Civic Center Replacement	\$2,468,000
Total	\$20,529,000

*COR is currently awaiting a \$2 million reimbursement from the federal government. This reimbursement is tied to the City's recently completed median improvement project, which qualified for federal funding support.

The General Fund Budget Reserve, Capital Outlay Reserve, and Civic Center Replacement funds hold General Fund money set aside by the City Council for various reasons, so they are not restricted by an outside agency.

Transfers Changes

At the May 6, 2025, Regular Meeting, the City Council approved the transfer of \$4.3 million from the General Fund Unreserved Fund Balance, allocating \$2.3 million to the Emergency Reserve, \$1 million to the Capital Outlay Reserve, and \$1 million to the General Fund Budget Reserve. Additionally, the draft FY 2025-26 Budget includes \$494,500 in total transfers out, an increase of \$94,500 from the previous year. This increase supports 50% of the cost for a School Resource Officer (SRO), a position previously funded by a now-expired grant. Transfers to the Capital Outlay Reserve Fund and the Civic Center Replacement Fund remain consistent with the prior year.

FY 2025-26 Proposed Budget

The Proposed FY 25-26 total budget for all funds combined is \$30,960,448, allocated as follows: \$10,484,900 (33.9%) for Capital Outlay/Improvements, \$11,908,386 (38.5%) for Personnel, and \$8,567,162 (27.7%) for Maintenance and Operations. The Capital Improvement Plan (CIP) Budget, part of the total budget, is \$6,466,600, including \$2,057,300 from the Capital Outlay Reserve Fund. Non-project expenses, covering Special Revenue, Internal Service, Economic Development, and Enterprise funds, total \$12,844,284. The total revenue for all funds combined is \$25,460,700. Although the total budget for all funds exceeds revenues, this is typically due to the use of accumulated special revenue funds used exclusively for capital projects. Staff does not complete all of its budgeted capital projects within the fiscal year, resulting in lower actual expenditures. By carrying forward uncompleted projects and using special revenue funds from previous years, the city creates a financial buffer. Consequently, the city anticipates ending the fiscal year with a surplus, providing a solid foundation for future planning and unforeseen expenses.

Projected General Fund Revenues

Estimated FY 2025-26 General Fund revenues are \$15,442,300, a 3.5% increase over projected FY 2024-25 revenues. The City's four largest revenue categories are Property Tax, Transaction and Use Tax (Measure JJ) Sales Tax, and Utility Users Tax, excluding Interfund Transfers.

Category	FY24-25 Projected	Draft FY25-26 Budget	% Change
Property Tax	\$4,807,000	\$5,095,000	6.0%
Transaction & Use Tax	\$2,293,800	\$2,216,200	-3.4%
Sales Tax	\$1,834,300	\$1,921,000	4.7%
Interfund Transfers	\$1,483,000	\$1,483,000	0.0%
Utility Users Tax	\$1,100,000	\$1,160,000	5.5%
Transient Occupancy Tax	\$600,000	\$640,000	6.7%
Use of Money and Property	\$567,500	\$584,200	2.9%
Charges for Services	\$578,000	\$553,100	-4.3%
Franchise Fees	\$439,000	\$465,000	5.9%
Licenses and Permits	\$438,500	\$452,900	3.3%
Other Revenues	\$244,200	\$388,800	59.2%
Residual Property Tax	\$331,000	\$352,000	6.3%
Fines & Forfeitures	\$100,100	\$100,100	0.0%
Intergovernmental	\$103,000	\$31,000	-69.9%
Total Revenue Source:	\$14,919,400	\$15,442,300	3.5%

The following is a summary of the five largest revenue categories:

- **Property Tax** – Property tax revenues have continued to perform strongly, with staff projecting a modest increase of 3.5% compounded growth from the Fiscal Year 2023-24 actual property tax revenues. Property taxes are based on the taxable assessed values of property, which, due to Proposition 13, are frequently much lower than market values. Moreover, the city participates in the Teeter plan, which ensures that the County of Orange compensates the City for property taxes regardless of any delinquent payments.
- **Transactions and Use Tax & Sales Tax** – The City received a positive audit adjustment from the State during FY 2023-24, but even without that adjustment, sales tax was still higher than the prior year. For FY 2024-25, staff and sales tax consultants anticipated a decline in sales tax revenues and projected slower revenue growth ahead (after adjusting for the prior year audit adjustment). Fortunately, the current year sales tax (adjusted) appears to have only a modest decline of about 3%. The FY 2025-26 Budget reflects an increase of about 2% over the actual amounts received during FY 2022-23.
- **Utility Users Tax (UUT)** – UUT revenues have remained strong, leading staff to anticipate a 5.5% increase for the upcoming fiscal year.
- **Transient Occupancy Tax (TOT or Hotel tax)** – Staff initially projected \$600,000 in revenue for Fiscal Year 2024-25. Based on actual trends, the City has budgeted \$640,000 for the upcoming fiscal year.

Other changes in General Fund revenues for FY 2025-26 include the following:

- **Charges for Services** are projected to decrease by 4.3%. This adjustment reflects a realignment of budgeted revenues to more closely match recent actual collections, ensuring a more accurate and conservative forecast.
- **Other Revenues** are projected to increase by 59.2%, largely due to the anticipated addition of new billboard advertising revenue.

- Intergovernmental Revenues are expected to decline by 69.9%, primarily because of the expiration of a one-time grant received in the prior fiscal year, which will not recur in FY 2025-26.

Projected General Fund Expenditures

Staff has drafted a budget using a status quo approach with similar programs and activities to those planned in the previous budget. Therefore, estimated FY 2025-26 General Fund expenditures and transfers are \$15,358,900, a 3.6% increase over projected FY 2024-25 expenditures and transfers.

Category	FY24-25 Projected	FY25-26 Draft Budget	% Change
Personnel	\$9,281,800	\$9,789,600	5.5%
Maintenance and Operations	\$3,790,600	\$3,743,700	-1.2%
Internal Service Funds	\$1,352,600	\$1,331,100	-1.6%
Subtotal	\$14,425,000	\$14,864,400	3.0%
Transfers	\$400,000	\$494,500	23.6%
Grand Total	\$14,825,000	\$15,358,900	3.6%

Consequently, a surplus of \$83,400 is estimated for FY 2025-26, a 11.7% decrease over the projected FY 2024-25 surplus of \$94,400.

Category	FY24-25 Projected	FY25-26 Draft Budget	% Change
Total Revenue	\$14,919,400	\$15,442,300	3.5%
Total Expenditures	\$14,825,000	\$15,358,900	3.6%
Grand Total	\$94,400	\$83,400	-11.7%

Personnel Changes

Personnel costs represent 63.7% of the draft FY 2025-26 General Fund Budget. In May 2025, the City Council approved a three-year labor agreement, effective July 1, 2025, which includes a total increase of 15.7% in base salaries—allocated as 5%, 4%, and 4% over the three years—totaling \$1,323,500. Aside from standard merit-based adjustments and a limited number of promotions, the draft budget includes no changes to overall staffing levels.

Maintenance and Operations

The Draft FY 2025-26 General Fund Budget allocates 24.4% to Maintenance and Operation costs, marking a 1.2% decrease from the previous year while maintaining the same level of services and service quality. Despite this being a status quo budget, it is important to highlight several key changes and new expenses outlined in the draft FY 2025-26 Budget:

- Allocated an additional \$16,500 to the City Manager division to cover the carryover of the fee study and a portion of City Manager recruitment costs, as some expenses are expected to be incurred in the prior fiscal year.
- Reduced labor negotiation services by \$15,000, in the City Attorney division as new memorandums of understanding are expected to be finalized during the current fiscal year.
- A \$20,000 reduction is reflected in the City Clerk division due to the absence of scheduled election costs in the upcoming fiscal year.
- A \$12,400 increase in the Finance Division for an update to the City's finance system approved by the City Council in February 2025. Increased the animal control services contract in the Police Administration division to \$140,000 to account for an expected contract adjustment.
- Increased the crossing guard services contract in the Police Operations division to \$141,600 in anticipation of a contract increase.
- Established a separate Public Works department for accounting and operational clarity following City Council approval to restructure the former combined Public Works & Community Services department in February 2025.
- Reduced custodial services costs in the Citywide Maintenance division by \$89,000 and hired a new full-time employee to perform the work in-house this fiscal year, resulting in ongoing cost savings for the City.
- Increased utilities like gas and electricity as well as office supplies due to general cost increases in various divisions.
- Decreased vehicle operating expenses due to newer vehicles not requiring as much ongoing maintenance in various divisions.
- Realigned expenditures to meet current and future operational needs while reducing ongoing costs in various divisions.

Capital Improvement Program (CIP)

As part of the annual budget process, staff develops a ten-year Capital Improvement Plan (CIP) with a five-year CIP included in the proposed and adopted budget. The CIP lists the major infrastructure projects planned for the subsequent fiscal year and four additional future years. In addition to listing the specific projects and their estimated cost, funding sources are identified. Generally, the City focuses its CIP on arterial and residential roadway rehabilitation (i.e., paving projects). However, the CIP also lists major projects such as water and sewer system upgrades, intersection improvements, or major repairs to City facilities (e.g., roof replacement, Americans with Disability Act required improvements, seismic improvements, etc.).

Highlights of the Proposed FY 2025-26 Capital Improvement Plan include:

- Continued progress on the City Yard renovation.
- Ongoing collaboration with neighboring cities on the design, engineering, and environmental costs associated with the expansion of the Del Amo Avenue Bridge.
- Police Department Building Interior Refurbishment (actively seeking grant funding to offset costs)
- Rehabilitation of La Palma Avenue and part of Valley View Street (South City Limits to Thelma Ave.)
- Zone 4 (West of Walker St., East of Moody St., South of Houston Avenue, North of Edison Right-of-Way) and La Palma Ave. paving projects (East of Valley View St. to West City Limits on La Palma Ave.).

Appropriations Limit

Voters approved Proposition 4 in November 1979, adding Article XIII B to the State of California's Constitution, establishing annual Appropriations Limits on state and local governmental entities. In June 1990, the voters approved Proposition 111, which modified the Appropriations Limit. The annual adjustment is derived using population and per-capita personal income inflation factors provided by the State of California's Department of Finance. The prior year's Appropriations Limit is multiplied by this component to arrive at the current year's Appropriations Limit. For FY 2025-26, the Appropriations Limit has been calculated to be \$24,330,062.

FISCAL IMPACT:

The entire Proposed FY 2025-26 Budget includes total expenditures and transfers-out of \$30,960,448. The Proposed FY 2025-26 General Fund revenues and transfers-in are estimated to be \$15,442,300, and expenditures and transfers-out are estimated to be \$15,358,864.

ATTACHMENTS:

1. Resolution Adopting 2025-26 Budget
2. Resolution Adopting 2025-26 Appropriation Limits
3. Draft Fiscal Year 2025-26 Budget – Link Page

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA
PALMA, CALIFORNIA, APPROVING AND ADOPTING A
BUDGET FOR FISCAL YEAR 2025-26**

WHEREAS, on May 6, 2025, and June 3, 2025, the City Manager of the City of La Palma presented to the City Council, of said City, a Proposed Budget for the Fiscal Year 2025-26; and

WHEREAS, the City Council held a duly noticed public hearing in the Council Chambers of City Hall of said City on June 3, 2025; and

WHEREAS, the City Council did review said Proposed Budget for Fiscal Year 2025-26; and

WHEREAS, pursuant to Article VIII, Section 14-239 of the La Palma Municipal Code, the utility users tax shall be reviewed by the City Council on an annual basis, in conjunction with the City Council's consideration of the City's General Fund budget for the immediately succeeding fiscal year. Upon review, the City Council has determined that the rate of the tax should not be altered for Fiscal Year 2025-26; and

WHEREAS, the original of said Proposed Budget will be revised so as to reflect each and all of the amendments, changes, and modifications that the City Council, up to the time of adoption of this resolution, believes should be made in said Proposed Budget as so submitted and to correct any non-substantive errors discovered.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PALMA DOES
HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The said Proposed Budget, including the five-year Capital Improvement Plan and five-year One-Time Project Plan, of the City of La Palma, California, for the Fiscal Year 2025-26, as so amended, modified, revised, and corrected, including those changes directed by the City Council meeting on June 3, 2025, is hereby approved and adopted. In adopting said budget, the City Council hereby instructs the City Manager to change the columns headed "Proposed" to "Adopted" for each of the several items of Personnel Services, Maintenance and Operations, and Capital Outlay and Improvements for each of the various funds, departments, programs, and accounts as set forth in said Adopted Budget and, as so amended, modified, and corrected, and hereby approves the distribution of the salary detail, maintenance and operations detail, capital outlay and improvements detail, policy revisions, and contractual arrangements

noted in the program description and program explanation sections of the “Program Summary” pages, and interfund transactions and transfers shown under each of the respective funds, departments, programs, and accounts, and each of the respective “Item Description” accounts and explanatory data in its entirety, each provision of which should be construed to give effect to the entire document. The City Manager is also directed to adjust beginning balances to reflect actual amounts, to the extent they are known, and, in accordance with standard budgeting and appropriating practice, is authorized to transfer appropriations within and between departmental budgets as required to accommodate unforeseen operating requirements. The City Manager is further directed to round the various budget amounts to the nearest \$100 for each line item.

SECTION 2. The City Council authorizes the City Manager to make changes in internal service fund allocations to departments to reflect any modifications made after the Adopted Budget was presented.

SECTION 3. The City Manager, for the purpose of administrative necessity in implementing the budget, shall have the authority to transfer monies to the appropriate item, account, program, department, or fund to cover expenditures, which have been approved by the City Council, except where such transfer is expressly prohibited in a resolution or ordinance approved by the City Council, such as transfers involving utility replacement funds. The City Manager shall also have the authority to transfer monies between and within funds to meet the operational needs of the City within established spending limits. The City Manager shall also have the authority to modify funding to use restricted sources first, like special revenue funds, before using non-restricted funds, like Capital Outlay Reserve fund, within established spending limits.

SECTION 5. The City Council finds that the Utility Users’ Tax rate shall be five percent (5%) for Fiscal Year 2025-26.

SECTION 6. The City Manager is hereby authorized and instructed to take all steps necessary to implement this Resolution.

SECTION 7. The original of said budget for the City of La Palma, California, for the Fiscal Year 2025-26 as now before this City Council, and as amended, modified, revised, and corrected by City Council and staff, in open session, shall be placed on file in the office of the City Clerk of the City of La Palma, California, open to public inspection, and that said Adopted Budget is expressly incorporated in this resolution and made a part thereof. The City Clerk is hereby instructed to have copies of the Adopted Budget duplicated and available for public review and inspection and a copy provided to the Orange County Public Library, La Palma Branch, as soon as practicable.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 3rd day of June, 2025.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 3rd day of June 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-26

WHEREAS, the voters of California, on November 6, 1979, added Article XIIIB to the State Constitution, placing various limitations on the appropriations of state and local governments; and

WHEREAS, Proposition 111 established Fiscal Year 1986-87 as the base year for establishing the appropriations limit; and

WHEREAS, the City of La Palma has complied with the provisions of Article XIIIB in determining the appropriations limit for Fiscal Year 2025-26.

NOW, THEREFORE, the City Council of the City of La Palma does find, determine, and declare as follows:

SECTION 1. The appropriations limit for Fiscal Year 2025-26 is \$24,330,062, as calculated on Exhibit A, attached hereto.

SECTION 2. In calculating the appropriations limit, the City has utilized the California per capita personal income growth factor for Fiscal Year 2025-26, as shown on Exhibit A, attached hereto.

SECTION 3. In calculating the appropriations limit, the City has utilized the population growth factor for the County of Orange for Fiscal Year 2025-26, as shown on Exhibit A, attached hereto.

SECTION 4. The City reserves the right to change or revise the growth factors associated with the calculation of the appropriations limit if such changes or revisions would result in a more advantageous appropriations limit in the present or future.

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

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 3rd day of June 2025.

Mark Waldman
Mayor

Resolution No. 2025-XX
Page 1 of 4

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 3rd day of June 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kimberly Kenney, CMC
City Clerk

**CITY OF LA PALMA
APPROPRIATIONS LIMIT
FISCAL YEAR 2025-26**

Appropriations Limit Calculation

Appropriations Limit Fiscal Year 2024-25	\$ 22,819,442
Adjustment Factor for Fiscal Year 2025-26	× 1.06619884
Appropriations Limit Fiscal Year 2025-26	<u>\$ 24,330,062</u>

FY 2025-26 Appropriations Subject to Limit and Appropriation Margin:

Proceeds of Taxes	\$ 12,441,500
Less Exclusions, Qualified Capital Outlay	-
FY 2025-26 Appropriations Subject to Limit	<u>11,997,400</u>
FY 2025-26 Appropriations Limit	<u>24,330,062</u>
FY 2025-26 Appropriations Under Limit	<u>\$ 12,332,662</u>

Calculation of Adjustment Factor for Fiscal Year 2025-26

Per Capita Personal Income Change = 6.44%*	1.06440000
Population Change (County) = 0.169%*	× 1.00169000
Adjustment Factor for Fiscal Year 2025-26	<u>1.06619884</u>

**Data from the State DOF (see letter May 2025). Per capita personal income change % is the "price factor." The law then allows either the population change percent of the City or the County to be used, whichever is higher. For FY 2025-26, the County of Orange population change was used.*



Due to the large size of the attachment, a separate link has been created. You can open the file by clicking on the link provided below:

[DRAFT FISCAL YEAR 2025-26 BUDGET](#)

City of La Palma

Agenda Item No. 15



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Jesse Amend, Police Captain

AGENDA TITLE: Resolution Approving the Annual Military Equipment Report by
Renewing Ordinance 2022-03, Per Assembly Bill (AB) 481

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution approving the renewal of the Annual Military Equipment Report pursuant to Ordinance 2022-03 in compliance with Assembly Bill (AB) 481.

SUMMARY:

On July 5, 2022, the City Council adopted Ordinance No. 2022-03 in compliance with Assembly Bill (AB) 481, thereby approving the La Palma Police Department's Military Equipment Use Policy 709.

Pursuant to AB 481 and La Palma Police Department Policy No. 709, an annual military equipment report must be submitted to the City Council for each category of military equipment approved under the ordinance—beginning within one year of initial approval and continuing annually for as long as the equipment remains in use.

Additionally, AB 481 requires the governing body to review the ordinance at least once per year and to vote on whether to renew. The renewal of the ordinance is necessary to allow the Police Department to continue utilizing the military equipment currently maintained in its inventory. Staff is recommending the adoption of a Resolution that approves the renewal of Ordinance No. 2022-03.

The Police Department's 2024 Annual Military Equipment Report is attached for the City Council's review and consideration.

BACKGROUND:

Assembly Bill 481, codified in Government Code Sections 7070–7075, became effective on January 1, 2022. Under this law, law enforcement agencies must obtain approval from their governing body, via ordinance, prior to acquiring, deploying, using, or seeking funding for certain categories of military equipment. Additionally, these agencies are required to submit an annual report to the governing body detailing the use and status of military equipment and to make the report publicly available on the department's website for as long as the equipment remains operational.

Within 30 days of submitting and publicly releasing the annual report, the Police Department must host at least one well-publicized community engagement meeting. The purpose of this meeting is to discuss the report, answer questions, and receive feedback regarding the funding, acquisition, or use of military equipment.

It is important to clarify that “military equipment,” as defined by AB 481, does not necessarily refer to items procured directly from the military. The La Palma Police Department (LPPD) has not obtained any surplus military equipment through the federal 1033 Program. The items classified as “military equipment” under AB 481 include tools and resources commonly used by law enforcement agencies across the country while engaging in best practices to enhance both public and officer safety.

The equipment identified in the attached report plays a vital role in LPPD’s ability to fulfill its mission of safeguarding the La Palma community. All equipment use is governed by strict internal policies and oversight. The adopted military equipment policy safeguards the public’s welfare, civil rights, and civil liberties. LPPD has not discovered reasonable alternatives to items listed in policy 709 that can achieve the same objectives of civilian and officer safety.

The policy emphasizes transparency, accountability, and oversight. All incidents involving use of force with such equipment are investigated in accordance with existing departmental procedures.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. 2024 Annual Military Equipment Report
2. La Palma Police Policy 709_2025 Military Equipment
3. Resolution Renewing Military Equipment Policy (AB 481)



LA PALMA POLICE DEPARTMENT 2024 Annual Military Equipment Usage Report

The La Palma Police Department utilizes a variety of tools and equipment to ensure the safety of our community—especially during serious emergencies. Under California law AB-481, which is codified at Government Code sections 7070 through 7075, some of this equipment is classified as “military equipment.”

The use of such equipment can greatly assist the department in furthering its mission to make La Palma the safest city in America. It enables officers to respond swiftly and more safely to high-risk situations, always prioritizing the well-being of the public. Certain equipment is used only when necessary, and in some cases, only by specially trained personnel.

Members of the La Palma Police Department are committed to strengthening the partnership with our community by providing the best possible police service to everyone who lives, learns, works, or does business in La Palma. We are dedicated to protecting lives, property, and the quality of life of the people we serve—with integrity, honor, ethics, and courage.

Emergencies are often unpredictable and fast-moving. In rare instances, supervisors may need to make rapid decisions regarding equipment use. These decisions are always guided by applicable laws, public safety needs, and respect for civil rights.

During the Calendar year 2024, there were no reported complaints or concerns relating to La Palma’s military equipment. There were no violations of department policy related to the deployment of military equipment by department members.

Certain military equipment, particularly ammunition and less lethal munitions, are used throughout the year on a regular basis for training purposes to maintain proficiency. Other than the purchase of ammunition and less lethal munitions as necessary, the La Palma Police Department intends to purchase up to three updated AR-15 rifles for Department SWAT Team members. If it is determined throughout the year that additional military equipment must be purchased, it will only be done so in accordance with, department policy, city policy, and legislative requirements.

For the calendar year 2024, the only military equipment utilized for operational purposes was the Unmanned Aircraft Systems (UAS). The UAS was deployed on five occasions to support various public safety efforts. These deployments included assisting with scene documentation of a fatal traffic collision, providing aerial observation for a potential gang-related gathering in another jurisdiction, supporting the Every 15 Minutes program, aiding in the search for a felony criminal suspect, and a suspicious individual observed jumping into residential backyards.

CURRENT MILITARY EQUIPMENT INVENTORY

In accordance with AB-481 and as defined by Policy 709.1.1, the following represents the current inventory of what is deemed to be military equipment.

Category 1: Unmanned Aircraft Systems (UAS)

- **Description & Capabilities:**

UAS are battery-powered unmanned aircraft operated via remote controls. They provide live video feeds, enable image capture, and are used for aerial observation. The La Palma Police Department currently employs the DJI Mavic Mini, DJI Mavic Mini 4 Pro, DJI Mavic 2, and DJI Mavic 3T.

- **Quantity:** 4

- **Expected Lifespan:** 5 years

- **Purpose:**

To enhance public safety and support police operations while respecting individual privacy. Authorized uses include but not limited to:

1. Crime scene and traffic collision investigations
2. Critical incident management
3. Search and rescue for lost or missing persons
4. Evidence searches
5. Natural disaster response and evaluation
6. Searches for suspects who are believed to be hiding within a defined perimeter

- **Authorized Use:**

Operation is limited to personnel with FAA Part 107 certification and department approved training, in compliance with department policy.

- **Initial Cost:** \$11,000

- **Fiscal Impact:** Approximately \$1,000 annually for maintenance

Category 10: Firearm – Rifle

- **Description & Capabilities:**

Shoulder-fired firearms that use the energy from a fixed metallic cartridge to fire a single projectile through a rifled bore with each trigger pull.

- Inventory includes:

- 26 Colt and Bushmaster AR-15 patrol rifles (.223 or 5.56 caliber; 11,290 rounds on hand)
 - 1 DPMS Panther Arms rifle (.308 caliber; 0 rounds on hand) – assigned to SWAT
 - 1 select-fire Heckler & Koch MP-5 rifle (9mm; no designated rounds)

- **Quantity:** 28

- **Expected Lifespan:** 20 years

- **Purpose:**

To provide officers with a higher-capability firearm in situations where advanced firepower is anticipated. Deployment scenarios may include but not limited to:

1. Situations where an officer reasonably anticipates an armed encounter.

2. Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower
 3. Encounters where an officer believes a suspect may be wearing body armor
- **Authorized Use:**
Only officers who have completed a POST-approved 16-hour rifle training course and department approved training are authorized to deploy rifles per policy guidelines.
 - **Initial Cost:** Approximately \$35,000
 - **Fiscal Impact:**
 - Maintenance: ~\$25 per rifle annually
 - Ammunition Costs:
 - .223/5.56 caliber: \$0–\$5,000 annually
 - .308 caliber: \$0–\$500 annually
 - 9mm: \$0–\$300 annually
-

Category 14: Less Lethal Shotgun

- **Description & Capabilities:**
The less lethal shotgun is used to deploy 12-gauge bean bag rounds at distances up to 75 feet. This allows officers to maintain space and reduce the immediacy of threats, aligning with de-escalation principles. The La Palma Police Department currently uses the Remington 870 less lethal shotgun with CTS Super-Sock brand bean bag round (current munition inventory: 44 rounds).
- **Quantity:** 7
- **Expected Lifespan:** 25 years
- **Purpose:**
To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less lethal weapon system may include but not limited to:
 1. Suspects armed with weapons under controllable tactical conditions that allow for the safe application of the less lethal shotgun
 2. Individuals making credible threats to harm themselves or others
 3. Individuals throwing dangerous objects at people and/or officers
 4. There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders.
- **Authorized Use:**
Only officers trained and certified by the department are permitted to deploy these weapons.
- **Initial Cost:** \$400 per shotgun
- **Fiscal Impact:**
 - Maintenance: ~\$25 per shotgun annually
 - Ammunition: \$0–\$2,000 annually

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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Military Equipment

709.2 POLICY

It is the policy of the La Palma Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of La Palma Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

(See attachment "A")

709.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.

La Palma Police Department

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Military Equipment

- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

709.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LA PALMA, STATE OF CALIFORNIA,
RENEWING ITS MILITARY EQUIPMENT POLICY**

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481"), adding Chapter 12.8, "Funding, Acquisition and Use of Military Equipment", to Division 7 of Title 1 of the Government Code (sections 7070 - 7075), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, AB 481 requires, inter alia, the La Palma Police Department to submit to the City Council an annual military equipment report for each type of military equipment approved by the City Council; and

WHEREAS, on July 5, 2022, the City Council adopted Ordinance No. 2022-03, approving its Military Equipment Use Policy; and

WHEREAS, the City Council shall review its Ordinance approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the Ordinance at a regular meeting; and

WHEREAS, the City Council shall determine, based on the annual military equipment report submitted, whether each type of military equipment identified in the annual report has complied with the standards for approval set forth in its Ordinance; and

WHEREAS, the City Council has reviewed the annual military report submitted by the La Palma Police Department and determined the military equipment has complied with the standards for approval set forth in its Ordinance; and

WHEREAS, the City Council previously reviewed its annual military report and Ordinance No. 2022-03 on June 4, 2024 and voted to renew Ordinance No. 2022-03 by Resolution No. 2024-27; and

WHEREAS, the City Council now desires to review and renew Ordinance No. 2022-03 once again.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PALMA, STATE OF CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantial part of this resolution.

SECTION 2. City of La Palma Ordinance No. 2022-03 is hereby renewed.

SECTION 3. The City Council finds that this Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. The City Clerk shall certify to passage and adoption thereof.

PASSED, APPROVED AND ADOPTED this 3rd day of June 2025.

Mark Waldman, Mayor

ATTEST:

Kimberly Kenney, City Clerk

(Seal)

City of La Palma

Agenda Item No. 16



MEETING DATE: June 3, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Joseph Cisneros, Deputy City Manager
jaNell Adams, Community Services Supervisor

AGENDA TITLE: Council Member Request - 4th Annual Festival of Nations
Rescheduling Discussion

RECOMMENDED ACTION:

It is recommended that the City Council discuss and provide direction on whether to reschedule the 4th Annual Festival of Nations & Parade, which was canceled due to inclement weather on April 26, 2025.

BACKGROUND:

In fall 2018, the City Council convened a Study Session to explore the creation of a new “Signature Event” for La Palma. By January 2019, the Council formally adopted the goal of launching the event in April 2020. In partnership with the Community Activities and Beautification (CAB) Committee, Community Services staff developed a proposal for an international day celebration titled the “Festival of Nations,” designed to showcase and honor La Palma’s rich cultural diversity. Due to the COVID-19 pandemic, the event’s debut was delayed until April 2022. Since then, the Festival of Nations has been held annually on the last Saturday of April, featuring cultural performances, a parade, live music, international cuisine, carnival attractions, and community exhibits.

The event has grown in popularity and community participation each year. The 4th Annual Festival of Nations and Parade was scheduled for April 26, 2025; however, it was canceled due to inclement weather and related safety concerns. At the May 6, 2025, City Council meeting, Mayor Pro Tem Patel requested that staff evaluate the feasibility of rescheduling the event for September 2025 and report back at the June 3, 2025, City Council meeting.

ANALYSIS:

In response to the Council’s request, staff contacted all contracted vendors to evaluate the feasibility of rescheduling the event. Saturday, September 20, 2025, emerged as the most viable date, with the majority of vendors and participants confirming their availability.

James Event Company, the provider of rides, attractions, and game booths for the Festival of Nations, has confirmed its availability for the proposed rescheduled date and has offered a 10% discount (approximately \$4,000) on the originally contracted items as a courtesy for the weather-related cancellation on April 26, 2025. This discount is valid exclusively for the September 20, 2025, date.

All other contracted Festival vendors have also confirmed their availability for the proposed rescheduling.

Additionally, staff contacted the 34 scheduled parade participants to assess their availability. As of the date of this report, 27 participants have responded, indicating they are either available or interested in participating on September 20, 2025.

Should the Council direct staff to proceed with preparations for the proposed rescheduled date, a budget adjustment will be necessary to account for unanticipated costs associated with hosting two Festival of Nations events within the same fiscal year.

FISCAL IMPACT:

The total cost to hold the Festival of Nations on September 20, 2025, including staff time, is approximately \$50,000.

ATTACHMENTS:

1. James Event Quote Sept 20th_Games
2. James Event Quote Sept 20th_Rides & Attractions



James Events Productions, Inc.
1116 N Olive St
Anaheim, CA 92801
P: (714) 563-9778
info@jamesevents.com
www.jamesevents.com

Donna Steele
donna@jamesevents.com

QUOTE
Quote #230473092
Expires Jun 12, 2025
at 3:00 PM PDT
PO #PORT-DS

Contact
JaNell Adams
City of La Palma
(714) 690-3359
jadams@lapalmaca.gov
7821 Walker Street, La Palma, CA 90623

Business / Org
City of La Palma
7821 Walker St, La Palma, CA 90623
(714) 690-3356
Jadams@cityoflapalma.org

Event Information
City of La Palma-Carnival
Saturday, Sep 20, 2025 @ 11:30 AM - 4:30 PM PDT
Festival for 5000 people

Location / Venue
Central Park
7821 Walker St, La Palma, CA 90623

RENTAL ITEMS

Description	Qty	Unit	Total
 Booth - Structure with Tabletop (Ticket Booth and Snow Cones)	2	\$0.00	\$0.00
Vendor Booths	16	\$165.00	\$2,640.00
 Generator - Small Generator Small	1	\$150.00	\$150.00
Total			\$2,790.00

SPECIAL EVENT ATTRACTIONS

Description	Qty	Unit	Total
 Booth Game Package - With Staff and Prizes BLUE Saturday, 9/20 [11:30 AM PDT for 5 hours]	12	\$900.00	\$10,800.00
 Booth Game - Bowling Alley	1	\$0.00	\$0.00
 Booth Game - Duck Races	1	\$0.00	\$0.00



Booth Game - Football Toss



Booth Game - Hamster Rumble



Booth Game - Milk Can Toss



Booth Game - Mini Basketball



Booth Game - Ring Toss

Booth Game - Laundry Basket



Booth Game - Kiddie Fishing



Booth Game - Ping Pond Game



Booth Game - Skeeball



Booth Game - Bring Home Bacon

1	\$0.00	\$0.00
1	\$0.00	\$0.00
1	\$0.00	\$0.00
1	\$0.00	\$0.00
1	\$0.00	\$0.00
1	\$0.00	\$0.00
1	\$0.00	\$0.00
1	\$0.00	\$0.00
1	\$0.00	\$0.00
1	\$0.00	\$0.00



Inflatable Obstacle Course - Regular
Of Riders At A Time: 1 · Capacity: Continuous · Height: 15' ·
Height Requirements: 4 Years of Age Minimum · Length: 40 ft. ·
Power Needs: 120v/2-20a
Saturday, 9/20 [11:30 AM PDT for 5 hours]

1	\$1,375.00	\$1,375.00
1	\$700.00	\$700.00
Total		\$12,875.00



Inflatable Obstacle Course - Raceway
Capacity: Continuous · Height Requirements: 2 Years of Age
Minimum · Power Needs: 120v/2-20a
Saturday, 9/20 [11:30 AM PDT for 5 hours]

ENTERTAINMENT

Description

Qty

Unit

Total



Security Guard
Thursday and Friday night
Saturday, 9/20 [11:00 PM PDT for 14 hours]

1

\$910.00

\$910.00

Total

\$910.00

OPERATIONS

Description

Qty

Unit

Total



Organization & Labor Portable
Event Management, Labor
Maintenance / Tech Crew, Breakers,
Portable Generator Power
Directional Signage, First Aid Supplies

1

\$4,654.00

\$4,654.00

Total

\$4,654.00

Logistics

Description

Qty

Unit

Total



Standard Delivery (Drop-Off)
Saturday, 9/20 [TBD]
7821 Walker St, La Palma, CA 90623

1

\$0.00

\$0.00



Standard Delivery (Pickup)
Saturday, 9/20 [4:30 PM PDT]
7821 Walker St, La Palma, CA 90623

1

\$0.00

\$0.00

Total

\$0.00

Make checks payable to:
James Events Productions, Inc.
1116 N Olive St, Anaheim, CA 92801
Memo: Invoice #230473092

Totals

Subtotal	\$21,229.00
Tax	\$0.00
Total*	\$21,229.00
Due on Signature	\$10,614.50
Final Due on Sep 15, 2025	\$10,614.50
Remaining Balance*	\$21,229.00

Additional convenience fees may apply

Terms & Conditions

1. Guarantees

Client will confirm with Producer, 10 business days prior to the Event, the number of people that will be attending the Event. This will be considered the Event guarantee. On the day of the Event, if your guest count exceeds that guarantee, Client is responsible for additional charges pertaining to consumables. If Client fails to provide guarantee 10 days prior, the amount of guests on the contract shall be used. Reductions in contractual guest count may be subject to additional charges.

2. Postponement

A. Client may request to postpone the Event by notifying Producer in writing no less than sixty (60) days before the date of the Event. Upon receiving such a request, Producer will make reasonable efforts to reschedule the Event within twelve (12) months of the date of the Event. Producer will apply any deposits received from Client toward any expenses Producer incurs due to the postponement; the balance will be applied toward the contract price for the rescheduled Event.

B. Client may request to postpone the Event by notifying Producer in writing no less than one (1) day before the date of the Event in the case of Acts of God, as defined as flash floods, tornado, hurricane, windstorm, earthquake or other natural disasters or when performance of this Agreement would be otherwise inadvisable, commercially impracticable, illegal, or impossible due to an event or circumstance beyond the parties' control. Upon receiving such a request, Producer will make reasonable efforts to reschedule the Event within twelve (12) months of the date of the Event. Producer will apply any deposits received from Client toward any expenses Producer incurs as a result of the postponement, with the balance applying toward the contract price for the rescheduled Event.

C. If, after reasonable efforts, Producer is unable to reschedule the Event within twelve (12) months of the date of the Event, Producer will retain any deposits received from Client as its full fee, and neither party shall have any further obligations to the other party under this Agreement.

4. Insurance

Producer will provide comprehensive general liability insurance and property damage in the total amount of One Million Dollars (\$1,000,000.00) provided however, that Producer will not be required to obtain any additional insurance for the Event. Notwithstanding the above, Producer shall not be liable for any damage to any property or injury to any persons attending the Event if such injury to property or property damage occurs in connection with such persons participation in any sports, games, including without limitation basketball, volleyball, softball, horseshoes, tug-o-war, piñata breaking, ping-pong, aforementioned "Fun Games," and other such events, whether or not such injury or damage occurs in connection with an Event supervised by Producer or which occurs during or after an Event or whether occurring on or off the premises where the Event is held or which is not covered by the insurance provided by Producers and whether such damage or injury is due to the type of extent of the damages or injuries which occurs or results from that inflicted by one person upon another or caused by the negligent acts of any person present. Any injuries, damages or losses must be reported by any person to Producer on the day of the Event or as soon as practicable and failure to report promptly such injury, damage or loss in writing may result in a waiver of insurance coverage. Failure to report on the day of the Event may require additional evidence to prove the injury, damage, or loss occurred at the Event.

5. Alcoholic Beverages

Clients and any persons attending the Event shall not bring any alcoholic beverages to the Event or remove alcoholic beverages from the Event. Client shall not serve or permit to be served or consumed any alcoholic beverages at or near the Event, provided however, that any persons attending the Event who are legally allowed to consume alcoholic beverages may do so, but only those provided by Producer and only on the premises where the Event is held in the area provided by Producer. Client shall ensure that during the Event no minors or any people are intoxicated or in a condition in which they should not be consuming alcohol and shall cooperate with Producer in ensuring that such people do not consume any alcohol on or near the premises where the Event is held.

6. Prohibited Items

To ensure further safety at the Event, the following items shall not be brought to or near the premises during the Event: pets, roller skates, skateboards, alcoholic beverages, controlled substances, firearms, knives or similar items, fireworks, or any other items deemed by Producer to be dangerous if brought to or near the Event.

7. Indemnity

Client shall indemnify and hold harmless, Producer, its employees, executives and agents from and against any and all damages, liabilities, claims, costs, expenses, attorneys' fees, etc. incurred by Producer directly or indirectly, in connection with the Event.

8. Modification

This agreement supersedes any and all prior agreements, whether oral or written, between the parties with respect to the Event and any changes hereto must be in writing and signed by both parties.

9. Miscellaneous Provisions

A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

B. Client agrees to execute any and all documents and permits necessary to implement this agreement.

C. Any and all notices required to be sent under this Agreement shall be deemed to have been received by the parties hereto and be effective on the business day when delivered personally or in mail by first class, certified or registered mail, return receipt requested, four (4) business days after such mailing to the other party at the address set forth above or such other address as designated in writing by either party.

D. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided however, that Client may not assign this Agreement without Producers prior written consent.

E. In the event of any controversy, claim or dispute between the parties with respect to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses, including but not by way of limitation, attorney fees and costs.

F. Each party to this Agreement represents and warrants that it has the authority to enter into this Agreement and that the party executing this Agreement is authorized to do so.

Payment Policy

To confirm this agreement, an initial payment of 50.00% of the total contract amount is required.

The remaining balance is due **five (5) calendar days prior** to the earliest of, a) the receipt of goods b) or performance of services.

Additional payment processing fees may apply.

General Cancellation Policy

To ensure availability of all services and products, initial payments are non-refundable. You may remove one or more item(s) from your order, or cancel your entire order, according to the following schedule, but the following cancellation fees will apply, subject to any category-specific cancellation policies:

- 90 days prior: 50% of contract total, less any initial payment(s) (if refundable)
- 60 days prior: 75% of contract total, less any initial payment(s) (if refundable)
- 30 days prior: 100% of contract total, and any initial payment(s) will not be refunded

Days prior refers to the number of days before the earliest of the receipt of goods or performance of services.

Contract Expiration

Deadline for Execution. The offer under this Agreement will expire Jun 12, 2025 at 3:00 PM PDT if James Events Productions, Inc. has not received a signed copy of this Agreement by that date.

Signature

Printed Name

Date



James Events Productions, Inc.
1116 N Olive St
Anaheim, CA 92801
P: (714) 563-9778
info@jamesevents.com
www.jamesevents.com

Donna Steele
donna@jamesevents.com

QUOTE

Quote #230473080
Expires Jun 12, 2025
at 2:58 PM PDT
PO #PORT-DS

Contact

JaNell Adams
City of La Palma
(714) 690-3359
jadams@lapalma.ca.gov
7821 Walker Street, La Palma, CA 90623

Business / Org

City of La Palma
7821 Walker St, La Palma, CA 90623
(714) 690-3356
Jadams@cityoflapalma.org

Event Information

City of La Palma-Carnival-Rides
Saturday, Sep 20, 2025 @ 11:30 AM - 4:30 PM PDT
Festival for 5000 people

Location / Venue

Central Park
7821 Walker St, La Palma, CA 90623

RIDES

Description

Qty

Unit

Total

Fiberglass Slide

Capacity: Continuous, 3 Lanes · Height: 33 ft. · Height Requirements: 42" Tall to Ride, No Sitting on Laps · Length: 110 ft. · Power Needs: 120/240V, 50A, Single - Phase, Hubble Twist Connection · Ride Specs: Space Needed: 24' x 110' x 33' tall · Set And Tear Down: 60-90 Minutes · Trailer Dimensions: 20,000 lbs /45' L, 8' W, 13'6" T · Width: 24 ft.
Saturday, 9/20 [11:30 AM PDT for 5 hours]

1

\$3,675.00

\$3,675.00

Swing Chair-Large

Average Ride Time: 2 Minutes · Capacity: Up to 20 adults and kids · Height Requirements: 42" tall min · Power Needs: 240v-100a-3 phase · Ride Specs: 60" Circle · Set And Tear Down: 60-90 Minutes
Saturday, 9/20 [11:30 AM PDT for 5 hours]

1

\$3,100.00

\$3,100.00

Scrambler

Average Ride Time: 5 Minutes · Capacity: Up to 36 at a time, No Single Rider · Height: 60 ft. · Height Requirements: 42" Tall to Ride Without an Adult · Length: 60 ft. · Power Needs: 240V, 100A, 3-Phase · Ride Specs: Space Needed: 65' x 65' · Set And Tear Down: 2-3 Hours · Weight Requirements: 500lbs Max Per Seat
Saturday, 9/20 [11:30 AM PDT for 5 hours]

1

\$6,750.00

\$6,750.00

Carousel

Average Ride Time: 5 Minutes · Capacity: Up to 8 Children at a Time, Adults May Stand · Height: 25 ft. · Height Requirements: 36" Tall Minimum to Ride Without an Adult · Length: 20 ft. · Power Needs: 220v, 30 A, L14/30 · Ride Specs: Space Needed: 25' x 25' · Set And Tear Down: 60-90 Minutes · Weight Requirements: 75lbs Max · Width: 22 ft.
Saturday, 9/20 [11:30 AM PDT for 5 hours]

1

\$2,175.00

\$2,175.00

Pirate Ship-Large

Average Ride Time: 2 Minutes · Capacity: Up to 12 kids and adults at a time · Height: 20 ft. · Height Requirements: 36" Tall to Ride Without an Adult · Length: 25 ft. · Power Needs: 120/240v-50a-single phase · Ride Specs: Space Needed: 30' x 30' · Set And Tear Down: 60-90 Minutes · Weight Requirements: Must Fit in Seat · Width: 15 ft.
Saturday, 9/20 [12:00 PM PDT for 5 hours]

1

\$1,850.00

\$1,850.00

Total

\$17,550.00

ENTERTAINMENT

Description

Qty

Unit

Total



Petting Zoo-Traditional
Saturday, 9/20 [11:30 AM PDT for 5 hours]

1	\$2,625.00	\$2,625.00
Total		\$2,625.00

Logistics

Description		Qty	Unit	Total
	Standard Delivery (Drop-Off) Thursday, 9/18 [9:00 AM PDT] 7821 Walker St, La Palma, CA 90623	1	\$0.00	\$0.00
	Standard Delivery (Pickup) Saturday, 9/20 [4:30 PM PDT] 7821 Walker St, La Palma, CA 90623	1	\$0.00	\$0.00
Total				\$0.00

Make checks payable to:
James Events Productions, Inc.
1116 N Olive St, Anaheim, CA 92801
Memo: Invoice #230473080

Totals	
Subtotal	\$20,175.00
Additional Discount	-\$4,000.00
Tax	\$0.00
Total*	\$16,175.00
Due on Signature	\$8,087.50
Final Due on Sep 13, 2025	\$8,087.50
Remaining Balance*	\$16,175.00

Additional convenience fees may apply

Terms & Conditions

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- 30 days prior: 100% of contract total, and any initial payment(s) will not be refunded

Days prior refers to the number of days before the earliest of the receipt of goods or performance of services.

Contract Expiration

Deadline for Execution. The offer under this Agreement will expire Jun 12, 2025 at 2:58 PM PDT if James Events Productions, Inc. has not received a signed copy of this Agreement by that date.

Signature

Printed Name

Date