

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, OCTOBER 2, 2024
7:00 PM REGULAR MEETING

CITY HALL
COUNCIL CHAMBERS
12 JOURNEY
ALISO VIEJO, CA



Mayor Mike Munzing
Mayor Pro Tem Tiffany Ackley
Councilmember Ross Chun
Councilmember Max Duncan
Councilmember Richard Hurt

WELCOME to the City of Aliso Viejo City Council meeting. Those persons wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. Speakers will be called at the appropriate time as their interested matter is heard. COMMENTS WILL BE LIMITED TO THREE MINUTES PER SPEAKER. Council proceedings are recorded.

It is the City's intention to comply with the Americans with Disabilities Act (ADA) . If you need special assistance to participate in the meeting, the City will make reasonable arrangements to ensure accessibility and/or accommodations. [28 CFR 35.102-35.104 ADA Title II] Please contact the City Clerk's Office at (949) 425-2505 at least 48 hours prior to the meeting.

Regular meetings of the City Council are held on the first and third Wednesday of the month at the City Hall Council Chambers, 12 Journey, Aliso Viejo. Copies of the agenda are available in the lobby at City Hall on the Thursday preceding a regularly scheduled City Council meeting. All communications received by the City regarding an agenda item have been included in the agenda materials. Supplemental documents relating to specific agenda items, including communications received after agenda delivery, are presented at the dais and in the Public Copy agenda binder at the time of the meeting. Supplemental documents are also available for review in the City Clerk's office, 12 Journey, Aliso Viejo. For more information, please contact City Hall at (949) 425-2505.

This meeting will be broadcast live on Cox Communications Channel 851, AT&T U-Verse Channel 99 and the City's website. By attending the City Council Meeting, you are giving your permission to be televised. The Council Meetings are rebroadcast on Wednesday at 7:00 p.m. on Cox Communications Channel 851, AT&T U-Verse Channel 99, and can be viewed on the internet at www.avcity.org.

MITZI ORTIZ
ACTING CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

LAUREN TORRES
DEPUTY CITY CLERK

**PLEASE SILENCE ALL CELL PHONES AND OTHER
ELECTRONIC EQUIPMENT WHILE CITY COUNCIL IS IN SESSION**

CALL TO ORDER: Convene Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. SPECIAL PRESENTATIONS:

1.1 BUSINESS OF THE MONTH - SUSHI KIZUNA

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

Members of the public wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. In compliance with the Brown Act, no discussion or action may be taken on comments received at this time, except the City Council may briefly respond to statements made or questions posed. Comments are limited to three (3) minutes per speaker.

4. CONSENT CALENDAR:

All matters listed on the Consent Calendar will be acted upon by one vote unless members of the City Council, or staff request a matter to be discussed and/or removed from the Consent Calendar for separate action. Items removed from the Consent Calendar will be discussed and voted upon immediately following City Council action on the remainder of the Consent Calendar.

4.1 WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

4.2 APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the September 18, 2024 Special Meeting, and the September 18, 2024 Regular Meeting.

[Draft Minutes - September 18, 2024 Special Meeting](#)

[Draft Minutes - September 18, 2024 Regular Meeting](#)

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between August 30, 2024, and September 12, 2024, in the amount of \$1,265,220.03.

4.4 CONTRACT WITH GENESIS FLOOR COVERING, INC. FOR VISTA PARK PLAYGROUND RUBBER PIP SAFETY SURFACING

Recommended Action:

1. Approve Contract Documents for Vista Park Playground Rubber PIP Safety Surfacing Project;
2. Award a contract in the amount of \$57,041 to Genesis Floor Covering, Inc. as the lowest responsible bidder for Vista Park Playground Rubber PIP Safety Surfacing Project;
3. Authorize the City Manager to execute a contract with Genesis Floor Covering, Inc;
4. Authorize City staff to make total compensation to Genesis Floor Covering, Inc. up to \$57,041 plus \$2,852 (5% of the contract amount) to allow for contingencies, totaling \$59,893; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

4.5 CONTRACT WITH ALL AMERICAN ASPHALT FOR THE ALISO CREEK ROAD PAVEMENT REHABILITATION BETWEEN ENTERPRISE AND SR-73, AND STRIPING OF BIKE LANES FROM ENTERPRISE TO ALISO VIEJO PARKWAY PROJECT

Recommended Action:

1. Approve Contract Documents, Specifications, and Plans for Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73 and Striping of Bike Lanes from Enterprise to Aliso Viejo Parkway Project;
2. Award a contract in the amount of \$906,749 to All American Asphalt as the lowest responsible bidder for the Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73 and Striping of Bike Lanes from Enterprise to Aliso Viejo Parkway Project;
3. Authorize the City Manager to execute a contract with All American Asphalt;
4. Appropriate an additional \$252,129.28 in Measure M2 funds to the Fiscal Year 2024-25 Capital Improvement Plan budget;
5. Authorize City staff to make total compensation to All American Asphalt up to \$906,749 plus \$90,674.90 (10% of the contract amount) to allow for contingencies, totaling \$997,423.90; and
6. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

4.6 AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-9-1419 FOR OCTA M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM – ALISO CREEK CORRIDOR

Recommended Action: Approve and authorize the Mayor to execute Amendment No. 1 to Cooperative Agreement C-9-1419 with the Orange County Transportation Authority (OCTA).

[Staff Report](#)

[Attachment 1 - Agreement Amendment](#)

5. **PUBLIC HEARINGS:** None.

6. **DISCUSSION:**

6.1 **ON-STREET PARKING – JOURNEY**

Recommended Action:

1. Approve an applicant request to modify the lane configuration on Journey to allow for on-street parking; and
2. Authorize Staff to finalize parking/lane configuration and complete the work on Journey.

[Staff Report](#)

[Attachment 1 - Applicant Request](#)

6.2 **APPOINTMENT OF MITZI ORTIZ AS CITY MANAGER AND APPROVAL OF CITY MANAGER EMPLOYMENT AGREEMENT**

Recommended Action:

1. That the Council appoint Mitzi Ortiz (“Ortiz”) as Aliso Viejo City Manager; and
2. That the Council approve the City Manager Employment Agreement between the City and Ortiz memorializing the terms of her employment.

[Staff Report](#)

[Attachment 1 - Agreement](#)

7. **CITY MANAGER' S REPORT:**

8. **ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:**

9. **ADJOURNMENT:**

Adjourn to November 6, 2024. The regularly scheduled City Council meeting of October 16, 2024 has been cancelled.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
SEPTEMBER 18, 2024, 5:00 PM
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Munzing called the Special Meeting of the City Council of the City of Aliso Viejo to order at 5:00 p.m.

ROLL CALL:

PRESENT: MAYOR MIKE MUNZING
MAYOR PRO TEM TIFFANY ACKLEY
COUNCILMEMBER ROSS CHUN
COUNCILMEMBER MAX DUNCAN
COUNCILMEMBER RICHARD W. HURT

ABSENT: NONE

STAFF PRESENT: MITZI ORTIZ, ACTING CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
LAUREN TORRES, DEPUTY CITY CLERK
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
ROSE RIVERA, SENIOR PLANNER
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER

PUBLIC COMMENTS:

None.

CLOSED SESSION:

PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957
Title: City Manager

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code section 54957.6
Agency Designated Representative(s): Mayor and Valerie Phillips, Bob Murray & Associates
Unrepresented Employee: City Manager

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

MAYOR MUNZING RECESSED THE MEETING TO THE STUDY SESSION AT 5:34 P.M.

STUDY SESSION:

STUDY SESSION FOR THE AVALON ALISO VIEJO MIXED-USE PROJECT

Acting City Manager Mitzi Ortiz introduced Senior Planner Rose Rivera, who provided an overview. Director of Community Development So Kim, Director of Public Works Shaun Pelletier, applicant Mike Janda (AvalonBay Communities), applicant representative Spencer Kallick (Allen Matkins), applicant representative Dennis Vaccaro (ValueRock), and consultant Ken Hira (Kosmont Companies) provided additional information. Staff, applicant, and consultant responded to questions regarding building height, traffic mitigation measures, parking study, view analysis, local rental market, marketing efforts, projected number of residents, property tax revenue, public benefit payments, pedestrian and bicyclist safety, school impacts, security, development amenities, ingress and egress, and seismic safety. Mayor Munzing opened for public comment and the following persons provided comment:

1. Dan Burgner expressed support for the project.
2. Amber Leonard expressed opposition to the project.
3. Tom Merritt expressed opposition to the project.
4. Jeff Merritt expressed opposition to the project.
5. Andrea Manning, Buie Stoddard Group, expressed support for the project.
6. Evan Gordon expressed support for the project.
7. Dallin McKenzie expressed support for the project.
8. Brett Kaufmann expressed support for the project.
9. Nancy Conley expressed opposition to the project.
10. Elizabeth Hansburg expressed support for the project.
11. Stacy Stemen expressed support for the project.
12. Art Camoia expressed opposition to the project.
13. Rajani Maiatico expressed support for the project.
14. Rona Henry commented on affordable housing.
15. David Weber commented on affordable housing.
16. Ryan Allen expressed support for the project.
17. Jonathan Rosenzweig expressed support for the project.

Recommended Action: Conduct a public meeting to review the concept plans for a mixed-used project, consider public testimony, and provide general feedback to the Applicant.

No further action was taken.

ADJOURNMENT: Mayor Munzing adjourned the meeting at 7:39 p.m. to the September 18, 2024 Regular Council Meeting.

Respectfully submitted:

Approved by:

LAUREN TORRES
DEPUTY CITY CLERK

MIKE MUNZING
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
SEPTEMBER 18, 2024, 7:00 pm
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Munzing called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:46 p.m.

ROLL CALL

PRESENT: MAYOR MIKE MUNZING
MAYOR PRO TEM TIFFANY ACKLEY
COUNCILMEMBER ROSS CHUN
COUNCILMEMBER MAX DUNCAN
COUNCILMEMBER RICHARD W. HURT

ABSENT: NONE

STAFF PRESENT: MITZI ORTIZ, ACTING CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
LAUREN TORRES, DEPUTY CITY CLERK
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. ALAN VILLANUEVA, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Anand Rao led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

1. SPECIAL PRESENTATIONS:

1.1 PROCLAMATION - SERVICE CLUBS MONTH

Mayor Munzing presented the proclamation to Aliso Viejo Kiwanis Club President Meredith Drews. Ms. Drews expressed her appreciation and commented on the importance of the designation.

1.2 BUSINESS OF THE MONTH - GRACIE BARRA ALISO VIEJO

Mayor Munzing introduced the video and presented the certificate of recognition to Owner Diogo Maltarollo. Mr. Maltarollo expressed his appreciation.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

1. Nancy Conley expressed concern with election campaign signs within the community.

4. CONSENT CALENDAR:

Unless otherwise indicated below, the following pertains to all items on the Consent Calendar.

Motion: Mayor Pro Tem Ackley moved and Councilmember Chun seconded to approve the recommended actions. Motion carried 5-0.

4.1 WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

4.2 APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the September 4, 2024 Special Meeting, the September 4, 2024 Regular Meeting, and the September 11, 2024 Special Meeting

4.3 SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SECTION 15.14.080 PERTAINING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

Recommended Action: Conduct a second reading and adopt Ordinance No. 2024-243 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AMENDING SECTION 15.14.080 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA.

4.4 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between August 16, 2024, and August 29, 2024, in the amount of \$369,195.66.

4.5 TREASURER'S STATEMENT – JULY 2024

Recommended Action: Receive and file the July 2024 Treasurer's Statement.

4.6 ADOPTION OF THE 2023-2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Recommended Action:

1. Find that the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) is not subject to the California Environmental Quality Act (CEQA) because the activity is not a project as defined in Section 15378 (b)(5) of the State CEQA Guidelines;
2. Approve and adopt the 2023-2024 CAPER; and
3. Authorize the City Manager to submit the CAPER to the United States Department of Housing and Urban Development (HUD) and authorize the City Manager to submit all related documents.

4.7 PURCHASE AND REPLACE PROJECTORS AT THE ALISO VIEJO CENTER

Recommended Action:

1. Approve and authorize the City Manager to execute a Professional Services Agreement with Western Audio Visual for the replacement of three projectors at the Aliso Viejo Center for an amount not to exceed \$28,000; and
2. Appropriate \$28,000 to the fiscal year 2024-25 Capital Improvement Plan.

5. PUBLIC HEARINGS:

5.1 TRAFFIC VIOLATOR APPREHENSION PROGRAM FEE (TVAP)

Acting City Manager Mitzi Ortiz provided an overview. Mayor Munzing opened the public hearing. There were no speakers. Mayor Munzing closed the public hearing.

Recommended Action:

1. Open and conduct a public hearing;
2. Declare that the project is exempt from the provisions of California Environmental Quality Act ("CEQA") 21080(b)(8) of the Public Resources Code and Section 157273 of the CEQA Guidelines as the establishment of modification of rates, fees, and charges, which are for the purpose of meeting operating expenses, including employee wage rates and fringe benefits, purchasing or leasing supplies, equipment or materials as set forth herein; and

3. Adopt Resolution No. 2024-26 authorizing the Orange County Sheriff's Department to collect its updated fee for the traffic violator apprehension program in the City.

Motion: Mayor Pro Tem Ackley moved and Councilmember Duncan seconded to approve the recommended actions. Motion carried 5-0.

6. DISCUSSION:

6.1 AQUATIC CENTER POOL DECK SURFACE REHABILITATION OPTIONS

Acting City Manager Mitzi Ortiz introduced Public Works Director Shaun Pelletier, who provided an overview. Staff responded to questions regarding slip resistance and color options.

Recommended Action:

1. Receive staff presentation and provide direction on the pool deck surface rehabilitation method; and
2. Authorize staff to solicit bids for the recommended surface rehabilitation method.

Motion: Councilmember Chun moved and Councilmember Hurt seconded to approve the recommended actions. Motion carried 5-0.

6.2 STREET MAINTENANCE – PAVEMENT STRIPING

Acting City Manager Mitzi Ortiz introduced Public Works Director Shaun Pelletier, who provided an overview. Staff responded to questions regarding potential bike lane improvements, street maintenance software, contractor scheduling, street condition assessments, and road structure. Councilmembers commented on the matter.

Recommended Action: Receive staff report.

Action: Mayor Pro Tem Ackley obtained consensus to direct staff to prepare a report on the condition of the roads and projected lifespan.

6.3 EMPLOYEE MONTHLY HEALTH BENEFIT ALLOWANCE

Acting City Manager Mitzi Ortiz provided an overview. Staff responded to questions regarding the impact on staff.

Recommended Action: Adopt Resolution No. 2024-27 approving an increase to the employee health benefit allowance for Plan Year 2025.

Motion: Mayor Pro Tem Ackley moved and Councilmember Chun seconded to approve the recommended actions. Motion carried 5-0.

6.4 CITY SPONSORSHIP OF ORANGE COUNTY ANNUAL SENIOR SUMMIT EVENT AT ALISO VIEJO RANCH

Acting City Manager Mitzi Ortiz introduced Recreation and Community Services Manager Lizzy Mendoza, who provided an overview. Staff responded to questions regarding the City's potential participation and event details.

Recommended Action: Consider City sponsorship of the Orange County Annual Senior Summit event at Aliso Viejo Ranch held by Fifth District Supervisor Katrina Foley and Cal Optima.

Motion: Councilmember Chun moved and Mayor Pro Tem Ackley seconded to approve participating in the Orange County Annual Senior Summit by staffing a booth. Motion carried 5-0.

6.5 LETTER OF OPPOSITION – CALIFORNIA DEPARTMENT OF MOTOR VEHICLES LAGUNA HILLS OFFICE CLOSURE

Acting City Manager Mitzi Ortiz provided an overview. Councilmembers commented on the matter.

Recommended Action: Consider directing staff to send a letter in opposition to the closure of the California Department of Motor Vehicles (DMV) Laguna Hills office.

Motion: Councilmember Duncan moved and Councilmember Chun seconded to approve the recommended actions. Motion carried 5-0.

7. CITY MANAGER' S REPORT:

Acting City Manager Mitzi Ortiz expressed appreciation to the American Red Cross Blood Drive donors; announced the Aliso Viejo Trails and Creek Cleanup event to be held from 8:00 a.m. to 11 a.m. on September 21, 2024; and registration for fall recreation classes.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Hurt:

- Attended TCA Environmental Committee Meeting
- Attended TCA Finance & Investment Committee Meeting
- Attended TCA Board of Directors Meeting
- Attended TCA Toll Operations Committee Meeting
- Announced upcoming Mosquito and Vector Control District Meeting

Councilmember Chun:

- Attended Southern California Edison Government Advisory Panel
- Attended OCFA Budget and Finance Committee Meeting
- Attended OCFA Day of Remembrance Ceremony

- Commented on the Airport Fire
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Attended Aliso Niguel High School Yard Sale Fundraiser
- Attended Mission Viejo Animal Services 30th Anniversary Celebration
- Attended Aliso Viejo Furry Friends Pet Fair
- Attended SCAG Transportation Committee Meeting
- Attended Orange County Service Fair
- Attended Indian cultural event and dance recital
- Attended community town hall meetings
- Participated in Capistrano Unified School District Scavenger Hunt

Councilmember Duncan:

- Commented on community engagement
- Commented on closure of the Laguna Hills DMV field office

Mayor Pro Tem Ackley:

- Attended OCFA Day of Remembrance Ceremony
- Participated in Capistrano Unified School District Scavenger Hunt

Mayor Munzing:

- Attended Troop 700 Eagle Scout Court of Honor
- Commented on personal health

9. **ADJOURNMENT:** Mayor Munzing adjourned the meeting at 9:04 p.m. to the regularly scheduled City Council meeting of October 2, 2024.

Respectfully submitted:

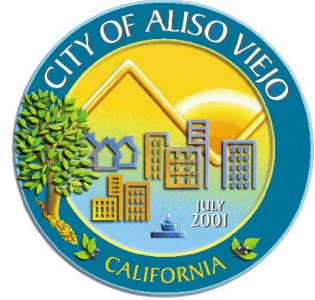
Approved by:

LAUREN TORRES
DEPUTY CITY CLERK

MIKE MUNZING
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: October 2, 2024

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

Recommended Action:

Ratify accounts payable checks and electronic funds transfers issued between August 30, 2024, and September 12, 2024, in the amount of \$1,265,220.03.

Fiscal Impact:

Expenditures in the amount of \$1,265,220.03.

Background:

The City issues accounts payable checks on a bi-weekly basis and presents it to City Council for ratification at its next regularly scheduled City Council meeting.

Discussion:

The attached registers containing checks and electronic funds transfers issued between August 30, 2024, and September 12, 2024, for \$1,265,220.03, is being presented for ratification. All payments have been made in compliance with the City's purchasing policy and procedures. Payments have been reviewed and approved by the appropriate departmental staff. The issued accounts payable checks and electronic funds transfers have been reviewed and deemed in accordance with the fiscal year budget by the Director of Financial Services.

Attachment:

1. Accounts Payable Report



Accounts Payable

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
PARADISE CONSTRUCTION INC	CD-2024-00055_26711 ALISO CREEK RD_PARADISE CONST	750.00
CERTIFIED 1 ROOFING CO	CD-2024-00056_29 BRIARGLENN_CERTIFIED 1 ROOFING CO	500.00
		1,250.00
CITY MANAGER		
MITZI ORTIZ	AUG'24 ACM TOLL ROAD REIMBURSEMENT	113.43
	CITY MANAGER TOTAL:	113.43
ECONOMIC DEVELOPMENT		
ERIC WINTER	JUL'24-BUS OF MONTH_TRATTORIA TRULLO	799.00
ERIC WINTER	AUG'24 BOM PURE ESS BEAUTY & SEP'24 GRACIE BARRA	1,598.00
	ECONOMIC DEVELOPMENT TOTAL:	2,397.00
HUMAN RESOURCES		
CHARLES C STILL	AUG'24-CL/CG SECURE LIVE SCAN FEES	134.00
US BANK PURCHASING CARD PROGRAM	PC 8/02 BRUEGGER'S BAGELS - STAFF APPRECIATION	62.47
	HUMAN RESOURCES TOTAL:	196.47
CITY CLERK		
US BANK PURCHASING CARD PROGRAM	AE 8/06 CITY AV - TEST TRANSACTION CANDIDATE STMT	560.00
ICC GENERAL CODE, INC	ANNUAL FEES/WEB UPDS & ENHNCMTS/DOC HOSTING	1,040.00
ICC GENERAL CODE, INC	AVMC-WEB UPDATE/10PGS ORDS2024-237 UPDATE	193.50
ICC GENERAL CODE, INC	AVMC-WEB UPDATE/19PGS ORDS2024-237&240 REF UPDATE	463.40
	CITY CLERK TOTAL:	2,256.90
FINANCE		
US BANK PURCHASING CARD PROGRAM	AE 8/06 CITY AV - TEST TRANSACTION CREDIT CARD FEE	16.80
	FINANCE TOTAL:	16.80
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	SEP'24 ACCT#0202 CH CABLE TV	184.97
COX COMMUNICATIONS, INC	SEP'24 ACCT#8802 CH INTERNET - FIBER (600MB)	1,500.00
COX COMMUNICATIONS, INC	SEP'24 ACCT#9302 LAB INTERNET	85.39
GO LIVE TECHNOLOGY INC	AUG'24 ENERGOV ELM AND ASSET MGT SERVICES	450.00
GOTO COMMUNICATIONS	SEP'24 CH GOTO VOIP SERVICE & SUPPORT	1,996.68
LUNAVI, INC	SEP'24 OFFSITE BACKUP STORAGE	604.25
	INFORMATION TECHNOLOGY TOTAL:	4,821.29
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	SEP'24 - RECORDS OFF SITE STORAGE	518.43
RICOH USA	AUG'24 RICOH C5300S - COPY ROOM LEASE - PRINCIPAL	611.24
RICOH USA	AUG'24 RICOH C5300S-COPY ROOM LEASE(262)-INTEREST	82.96
IPROMOTEU.COM INC	BUS CARDS - J. LOPEZ	47.36
RICOH USA	JUN-AUG'24 RICOH C5300S COPY ROOM PRINTS (2624)	285.53
RICOH USA	AUG'24 RICOH 2504EX FRONT COUNTER PRINTS (4456)	68.29
RICOH USA	SEP'24 RICOH RSI CLOUD SUBSCRIPTION (SW1860708)	23.15
US BANK PURCHASING CARD PROGRAM	AE 8/14HARBOR STATION HOA DUES-89 PLAYA JUL-AUG'24	401.13
SO CAL EDISON	AUG'24 ACCT#2427 89 PLAYA CIR ELECTRICITY	46.74
US BANK PURCHASING CARD PROGRAM	EM 8/20 BLISS CW - F150 CAR WASH	35.00
MOULTON NIGUEL WATER DIST	ACCT#64101 VISTA WATER SVC	1,374.58
GLENWOOD MAINTENANCE CORPORATION	SEP'24 -JUN'25 89 PLAYA CIR HOA FEES	1,540.00
GLENWOOD MAINTENANCE CORPORATION	SEP'24-JUN'25 35 PLAYA CIR HOA FEES	1,582.36
	NON-DEPARTMENTAL TOTAL:	6,616.77
C. S. ADMINISTRATION		
AMAZON CAPITAL SERVICES INC	AUG'24 AMAZON - KATHFLY CHRISTMAS GLOWSTICKS	387.81
AMAZON CAPITAL SERVICES INC	AUG'24 AMAZON - MINI CANDY CANE ORDER 500 RETURN	(52.98)
AMAZON CAPITAL SERVICES INC	AUG'24 AMAZON - LILO & STITCH MOVIE	32.31
AMAZON CAPITAL SERVICES INC	AUG'24 AMAZON - MEOOECK CHRISTMAS GLOWSTICKS	531.36
AMAZON CAPITAL SERVICES INC	AUG'24 AMAZON - BUBBLE WANDS	32.31
AMAZON CAPITAL SERVICES INC	AUG'24 AMAZON - 24 PACK POST-IT NOTES	20.46
AMAZON CAPITAL SERVICES INC	AUG'24 AMAZON - IPHONE CHARGER 3 PACK	10.76

Vendor Name	Description (Item)	Amount
AMAZON CAPITAL SERVICES INC	AUG'24 AMAZON - WALL CHARGER 3 PACK	9.58
ALLIANT INSURANCE SERVICES INC	12/05 TREE LIGHTING EVENT INSURANCE	903.00
FACILITRON, INC.	8/16/24 CITY OF AV MOVIE NIGHT - AVMS FACILITY	512.93
US BANK PURCHASING CARD PROGRAM	JB 8/06 EVENT BRITE - HEALTH FAIR AD	24.00
US BANK PURCHASING CARD PROGRAM	JB 8/21 SPRINKLES - END OF SUMMER MEETING	63.00
US BANK PURCHASING CARD PROGRAM	JB 8/06 CPRS DIST10-SUMMER BROCHURE EXCHANGE MTG	21.00
US BANK PURCHASING CARD PROGRAM	JB 7/30 FUNEXPRESS CWC EVENT CRAFTS	177.50
US BANK PURCHASING CARD PROGRAM	JB 8/16 DOMINO'S - SUMMER MOVIE NIGHT	25.83
US BANK PURCHASING CARD PROGRAM	JB 8/20 SMART AND FINAL - PET FAIR SUPPLIES	10.76
US BANK PURCHASING CARD PROGRAM	JB 7/30 FUNEXPRESS TL CRAFTS	1,754.76
US BANK PURCHASING CARD PROGRAM	JB 8/20 SAMSLUB -TREE LIGHTING ARCH DECOR	264.32
US BANK PURCHASING CARD PROGRAM	JB 7/22 RALPHS - SUPPLIES	10.44
US BANK PURCHASING CARD PROGRAM	JB 8/20 TARGET - STORAGE BINS	105.90
US BANK PURCHASING CARD PROGRAM	JNL8/19 PKG ONLINE - SUMMER WRAP UP STAFF MTG	285.51
US BANK PURCHASING CARD PROGRAM	JNL 7/26 EVENTBRITE - EVENT PROMO	24.00
US BANK PURCHASING CARD PROGRAM	JNL 8/10 WALMART - XLR TO AUX CORD	13.32
US BANK PURCHASING CARD PROGRAM	JNL 7/28 RALPHS - ICE PICKUP	7.54
US BANK PURCHASING CARD PROGRAM	JNL 8/15 RALPHS - ICE PICKUP	7.54
C. S. ADMINISTRATION TOTAL:		5,182.96
IGLESIA PARK		
PV MAINTENANCE INC	AUG'24 PVM IGLESIA PARK MAINTENANCE	1,276.44
EL TORO WATER DISTRICT	AUG'24 MTR #4114 IGLESIA PARK WATER	1,058.32
EL TORO WATER DISTRICT	AUG'24 MTR#3499 IGLESIA PARK WATER	1,225.30
IGLESIA PARK TOTAL:		3,560.06
IGLESIA BUILDING		
TEAM ONE MANAGEMENT SERVICES	AUG'24 IGLESIA JANITORIAL SERVICES	950.00
EL TORO WATER DISTRICT	AUG'24 MTR#5016 IGLESIA PARK BLDG WATER	273.47
IGLESIA BUILDING TOTAL:		1,223.47
PLANNING		
REBECCA J CAHA	AUG'24 AFFORD. HOUSING CONSULTANT SERVICES	3,075.00
PLANNING TOTAL:		3,075.00
BUILDING		
CHARLES ABBOTT ASSOC INC	JUL'24 CAA CONTRACT SERVICES - BUILDING	42,670.59
CHARLES ABBOTT ASSOC INC	AUG'24 CAA CONTRACT SERVICES - BUILDING	58,334.04
BUILDING TOTAL:		101,004.63
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	JUL'24 CAA CONTRACT SERVICES - CODE ENFORCEMENT	8,500.00
CHARLES ABBOTT ASSOC INC	AUG'24 CAA CONTRACT SERVICES - CODE ENFORCEMENT	6,800.00
CODE ENFORCEMENT TOTAL:		15,300.00
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	SEP'24 PVM WAREHOUSE LEASE	1,035.00
MURPHY SWITCH OF CA	SEP'24 MURCAL IOT SMARTCOMMAND MONITORING SERVICE	450.00
ENGINEERING (GENERAL) TOTAL:		1,485.00
STREET MAINTENANCE		
PV MAINTENANCE INC	AUG'24 PVM STREET MAINTENANCE MOE TAX	36,070.59
PV MAINTENANCE INC	AUG'24 PVM STREET MAINTENANCE - CRACK SEAL	26,914.50
US BANK PURCHASING CARD PROGRAM	EM 8/12 THE HOME DEPOT-FLASHING BEACON LT REPAIR	30.08
US BANK PURCHASING CARD PROGRAM	EM 7/23 THE HOME DEPOT-CB STREET STENCILING MATLS	73.05
STREET MAINTENANCE TOTAL:		63,088.22
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	SEP'24 LAW ENFORCEMENT/BODY CAMERAS/IN CAR VIDEO	892,517.60
LAW ENFORCEMENT-CONTRACT TOTAL:		892,517.60
LAW ENFORCEMENT-OTHER		
SEAVCO INC	SEP'24 BMW REPAIR - FLAT TIRE	479.89
OC HARLEY DAVIDSON	REPAIR TO PATROL MOTORCYCLE VIN#1944 -25269	539.31
OC HARLEY DAVIDSON	REPAIR TO PATROL MOTORCYCLE VIN#1944 -33864	557.97
OC HARLEY DAVIDSON	REPAIR TO PATROL MOTORCYCLE VIN#1944 -31273	1,263.16
OC HARLEY DAVIDSON	REPAIR TO PATROL MOTORCYCLE VIN#1944 -26794	2,565.14
OC HARLEY DAVIDSON	REPAIR TO PATROL MOTORCYCLE VIN#1944 -30992	1,103.50
ALL CITY MANAGEMENT SERVICES	8/18-8/31/24 414 HRS - CROSSING GUARD SERVICE	13,877.28
US BANK PURCHASING CARD PROGRAM	RD 8/02 THE TOLL ROADS	575.00
US BANK PURCHASING CARD PROGRAM	RD 7/31 THE HOME DEPOT - GENERATOR - EMER EVENT	115.24

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	RD 8/15 JM TROPHIES - PLAQUE FOR DEPUTY LAZA	43.04
US BANK PURCHASING CARD PROGRAM	RD 7/23 TARGET - PLASTIC STORAGE SUPPLY BINS	40.41
US BANK PURCHASING CARD PROGRAM	RD 7/23 RALPHS - ANT SPRAY FOR PATROL VEHICLES	15.06
US BANK PURCHASING CARD PROGRAM	RD 7/23 PAYPAL-JR DEPUTY BADGE STICKERS QTY 10000	761.95
	LAW ENFORCEMENT-OTHER TOTAL:	21,936.95
EOC		
STAPLES ADVANTAGE	AUG'24 EOC OFFICE SUPPLIES	23.63
	EOC TOTAL:	23.63
	GENERAL FUND TOTAL:	1,126,066.18
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
TEAM ONE MANAGEMENT SERVICES	AUG'24 CH JANITORIAL SERVICES	2,700.00
FOSTERS' GARDENS INC	AUG'24 CH INTERIOR PLANT MAINTENANCE	115.00
THE GAS COMPANY	7/30/24-8/29/24 MTR#16122180 CH GAS SVC	93.04
SO CAL EDISON	AUG'24 ACCT#7189 CH ELECTRICITY	9,996.97
US BANK PURCHASING CARD PROGRAM	EM 7/26 THE HOME DEPOT-CH CARPET MATERIALS REPAIRS	112.90
US BANK PURCHASING CARD PROGRAM	KB 7/30 THE HOME DEPOT- CH WHITE BOARD HARDWARE	58.89
MOULTON NIGUEL WATER DIST	ACCT#65408/65407/65406 CH WATER SVC	658.77
	NON-DEPARTMENTAL TOTAL:	13,735.57
	GEN. FD-CITY HALL TOTAL:	13,735.57
103 - GF-AV RECREATION SERVICES		
CHARLES AQUINO	TRANSFER ADMIN FEE FAL002_CHARLES AQUINO	5.00
CHARLES AQUINO	TRANSFER ADMIN FEE FAL004_CHARLES AQUINO	(5.00)
CHARLES AQUINO	TRANSFER REGISTRATION FAL002_CHARLES AQUINO	334.00
CHARLES AQUINO	TRANSFER REGISTRATION FAL004_CHARLES AQUINO	(314.00)
CHANDRA PETELIN	SEP'24 REC1 USER CREDIT - CHANDRA PETELIN	192.00
ALEXANDER KUO	SEP'24 REC1 USER CREDIT - ALEXANDER KUO	136.00
CARIN ABRAMS	SEP'24 REC1 USER CREDIT - CARIN ABRAMS	53.00
RAQUEL SCARDINA	SEP'24 REC1 USER CREDIT- RAQUEL SCARDINA - FAL018	5.00
RAQUEL SCARDINA	SEP'24 REC1 USER CREDIT- RAQUEL SCARDINA - FAL018	188.00
RAQUEL SCARDINA	SEP'24 REC1 USER CREDIT- RAQUEL SCARDINA - FAL127	5.00
RAQUEL SCARDINA	SEP'24 REC1 USER CREDIT- RAQUEL SCARDINA - FAL127	188.00
		787.00
RECREATION SERVICES		
CSG FORTE PAYMENTS, INC	AUG'24 CREDIT CARD SERVICE FEES- POS	1,446.72
CSG FORTE PAYMENTS, INC	AUG'24 CREDIT CARD SERVICE FEES - WEB	1,231.27
PRESTIGIOUS CLEANERS LLC	8/03 AVR LINEN DRY CLEANING	353.81
PRESTIGIOUS CLEANERS LLC	8/03 AVR LINEN DRY CLEANING	13.61
PRESTIGIOUS CLEANERS LLC	8/21 AVR LINEN DRY CLEANING	68.04
PRESTIGIOUS CLEANERS LLC	8/26 AVR LINEN DRY CLEANING	394.63
PRESTIGIOUS CLEANERS LLC	8/25 AVR LINEN DRY CLEANING	462.67
GARDAWORLD	SEP'24 AVR - CASH COURIER SERVICE	448.52
AMAZON CAPITAL SERVICES INC	AUG'24 AMAZON - DOUBLE BURRITO REPLACEMENT PACK	10.74
AMAZON CAPITAL SERVICES INC	AUG'24 AMAZON - SWIFFER WET JET	30.43
DS SERVICES OF AMERICA, INC	8/28 AVR BOTTLED WATER SERVICE	146.46
LYONS SECURITY SERVICE IN	AUG'24 AVR EVENT SECURITY SERVICES	4,284.00
LYONS SECURITY SERVICE IN	AUG'24 GCF SECURITY SERVICES	1,055.25
FOSTERS' GARDENS INC	AUG'24 AVR INTERIOR PLANT MAINTENANCE	110.00
FACILITRON, INC.	7/22/24-7/26/24 WEEK8 AVMS ANIME FACILITY	66.95
FACILITRON, INC.	7/08/24-8/02/24 WK6-9 AVMS BLACKTOP	359.20
STAPLES ADVANTAGE	AUG'24 RCS OFFICE SUPPLIES	35.22
FACILITRON, INC.	6/09/24-7/28/24 TENNIS FACILITY USE	76.08
FACILITRON, INC.	7/08/24-7/12/24 WEEK7-8 AVMS FIELD FACILITY	2,890.00
FACILITRON, INC.	7/15/24-7/18/24 WEEK 7 ANHS TENNIS FACILITY	117.64
BRADY INDUSTRIES OF CALIFORNIA LLC	JUL'24 AVR JANITORIAL SUPPLIES	93.67
BRADY INDUSTRIES OF CALIFORNIA LLC	JUL'24 AVR JANITORIAL SUPPLIES	76.16
HASA INC	JUL'24 QUARTERLY AQUAPONICS MAINTENANCE - FARM	440.00
SO CAL EDISON	AUG'24 ACCT#4551 FARM ELECTRICITY	533.42
SO CAL EDISON	AUG'24 ACCT#6247 AVR ELECTRICITY	4,606.85
FACILITRON, INC.	6/22/24-8/17/24 SKYHAWKS MULTISPORT FACILITY USE	53.92
FACILITRON, INC.	7/08/24-7/12/24 WEEK 5-6 AVMS FIELD FACILITY	359.55

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	EM 8/22 GRAMMARLY SUBSCRIPTION	139.95
FACILITRON, INC.	7/01/24-07/05/24 WEEK5 AVMS CHEMKIDZ FACILITY	119.48
FACILITRON, INC.	7/29/24-8/09/24 WEEK9-10 AVMS FIELD FACILITY	852.60
FACILITRON, INC.	7/08/24-8/02/24 WEEK6-9 AVMS CULINARY FACILITY	1,287.40
GOTO COMMUNICATIONS	SEP'24 AVR GOTO VOIP SERVICE & SUPPORT	665.31
US BANK PURCHASING CARD PROGRAM	JB 7/31 SUBWAY - CDC WK 9	39.19
US BANK PURCHASING CARD PROGRAM	JB 8/01 SUBWAY CDC WK 9 ADDITIONAL SANDWICH	6.99
US BANK PURCHASING CARD PROGRAM	JB 8/14 SUBWAY - CDC WK 11	34.95
US BANK PURCHASING CARD PROGRAM	JB 8/07 SUBWAY - CDC WK 10	34.95
US BANK PURCHASING CARD PROGRAM	JB 7/24 SUBWAY - CDC WK 8	34.95
US BANK PURCHASING CARD PROGRAM	JB 7/25 DISNEYLAND EXCURSION PARKING	45.00
US BANK PURCHASING CARD PROGRAM	JNL 8/19 CANVA SUBSCRIPTION	119.40
US BANK PURCHASING CARD PROGRAM	JNL 8/01 AQUARIUM OF THE PACIFIC - DAY CAMP	982.00
US BANK PURCHASING CARD PROGRAM	JNL 8/15 IRVINE LANES - DAY CAMP BOWLING	576.00
US BANK PURCHASING CARD PROGRAM	KB 7/31 THE HOME DEPOT - AVR DOLLY REPAIR	27.16
US BANK PURCHASING CARD PROGRAM	KB 8/07 THE HOME DEPOT - AVR DOOR REPAIR	59.56
US BANK PURCHASING CARD PROGRAM	KB 7/31 JMAC SUPPLY - AVR DOOR PARTS	230.33
FACILITRON, INC.	8/05/24-8/09/24 WK10 AVMS BLACKTOP FACILITY	67.35
MOULTON NIGUEL WATER DIST	ACCT#105234/104936/104935/104986 RANCH WATER SVC	1,595.17
MOULTON NIGUEL WATER DIST	ACCT#104515/104519 FARM WATER SVC	390.86
FACILITRON, INC.	7/15/24-7/26/24 WK7-9 AVMS ART/BIOCHEM FACILITY	298.70
FACILITRON, INC.	7/01/24-7/12/24 WK5-6 AVMS INVENT/LEGO FACILITY	1,542.42
FACILITRON, INC.	7/05/24-8/05/24 SETUP AVMS CULINARY FACILITY	16.48
FACILITRON, INC.	7/01/24-07/05/24 WEEK5 AVMS BIONERDS FACILITY	119.48
FACILITRON, INC.	7/08/24-7/11/24 WEEK 6 ANHS TENNIS FACILITY	117.64
RECREATION SERVICES TOTAL:		29,168.13
GF-AV RECREATION SERVICES TOTAL:		29,955.13

203 - GAS TAX

STREET MAINTENANCE

PV MAINTENANCE INC	AUG'24 PVM STREET MAINTENANCE GAS TAX	44,086.27
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	AUG'24 DATATBASE MAINT + 44 TICKETS	91.40
EL TORO WATER DISTRICT	AUG'24 MTR#5675 CALLE CORTEZ MEDIAN WATER	126.90
SO CAL EDISON	AUG'24 ACCT#6377 LS2 ST LIGHTS ELECTRICITY	1,309.23
SO CAL EDISON	AUG'24 ACCT#7241 LS1 ST LIGHTS ELECTRICITY	17,606.46
SO CAL EDISON	AUG'24 ACCT#8254 TC1 ST LIGHTS ELECTRICITY	4,025.79
MOULTON NIGUEL WATER DIST	ACCT#64613/64615/65346 MEDIANS WATER SVC	843.99
STREET MAINTENANCE TOTAL:		68,090.04
GAS TAX TOTAL:		68,090.04

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	SEP'24 E CITATION/MDC EQUIPMENT	6,120.27
LAW ENFORCEMENT-OTHER TOTAL:		6,120.27
PUBLIC SAFETY GRANTS TOTAL:		6,120.27

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS

ERIC WINTER	JUL'24-CC MTG 7/17 & ADMIN	486.25
ERIC WINTER	AUG'24-CC MTGS 8/7&21_SPRTSZONE1_ADMIN	1,028.85
GEN-TECHNOLOGY GRANTS TOTAL:		1,515.10
TECHNOLOGY FUND TOTAL:		1,515.10

261 - CITY FAC.-AQUATIC CENTER

PREMIER AQUATIC SERVICES	SEP'24 AQC RETENTION FEES	(1,208.30)
		-1,208.30

GEN-AQUATIC CENTER

COX COMMUNICATIONS, INC	SEP'24 ACCT#6701 AQC INTERNET	509.84
PV MAINTENANCE INC	AUG'24 PVM AQC MAINTENANCE	1,713.15
GARDAWORLD	SEP'24 AQC - CASH COURIER SERVICE	511.45
PREMIER AQUATIC SERVICES	SEP'24 AQC MANAGEMENT FEES	12,083.00
AQUATIC TECHNOLOGIES, INC	BECS CONTROLLERS RESET CODES - AQC	388.00

Vendor Name	Description (Item)	Amount
TEAM ONE MANAGEMENT SERVICES	AUG'24 AQC - JANITORIAL SERVICES	2,100.00
HASA INC	AUG'24 AQC POOL CHEMICALS - ACID	133.48
THE GAS COMPANY	7/31/24-8/30/24 MTR#15672349 AQC GAS SVC	757.93
FACILITRON, INC.	7/01/24-8/08/24 PREMIER WATERPOLO - POOL USE	2,233.30
US BANK PURCHASING CARD PROGRAM	KB 8/13 THE HOME DEPOT- AQC PLUMBING SHOWER REPAIR	40.62
MOULTON NIGUEL WATER DIST	ACCT#64095/64096 AQC WATER SVC	475.27

GEN-AQUATIC CENTER TOTAL: 20,946.04

CITY FAC.-AQUATIC CENTER TOTAL: 19,737.74

GRAND TOTAL: 1,265,220.03

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,126,066.18	1,126,066.18
102 - GEN. FD-CITY HALL	13,735.57	13,735.57
103 - GF-AV RECREATION SERVICES	29,955.13	29,955.13
203 - GAS TAX	68,090.04	68,090.04
215 - PUBLIC SAFETY GRANTS	6,120.27	6,120.27
241 - TECHNOLOGY FUND	1,515.10	1,515.10
261 - CITY FAC.-AQUATIC CENTER	19,737.74	19,737.74
Grand Total:	<u>1,265,220.03</u>	<u>1,265,220.03</u>

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,126,066.18
102 - GEN. FD-CITY HALL	13,735.57
103 - GF-AV RECREATION SERVICES	29,955.13
203 - GAS TAX	68,090.04
215 - PUBLIC SAFETY GRANTS	6,120.27
241 - TECHNOLOGY FUND	1,515.10
261 - CITY FAC.-AQUATIC CENTER	19,737.74
Grand Total:	1,265,220.03

Account Summary

Account Number	Account Name	Payment Amount
101-2606-000	C & D DEPOSIT	1,250.00
101-4-1501-4225-000	VEHICLE/CELL	113.43
101-4-1502-4302-000	ECONOMIC DEVELOPM...	2,397.00
101-4-1503-4309-000	OTHER CONTRACTUAL S...	134.00
101-4-1503-4520-000	MTGS/CONF./TRNG & D...	62.47
101-4-1601-4525-000	ELECTION	560.00
101-4-1601-4734-000	CODIFICATION	1,696.90
101-4-2501-4305-000	TECHNOLOGY SERVICES	16.80
101-4-3101-4301-000	PROFESSIONAL SERVICES	450.00
101-4-3101-4305-000	TECHNOLOGY SERVICES	3,767.04
101-4-3101-4481-000	COMPUTER EXPENSE	604.25
101-4-3501-4421-000	EQUIPMENT RENTAL	285.53
101-4-3501-4422-000	EQUIP RENTAL LEASE - P...	611.24
101-4-3501-4431-000	BUILDING & GROUND M...	4,944.81
101-4-3501-4471-000	RENT	518.43
101-4-3501-4513-000	PRINTING	138.80
101-4-3501-4517-000	VEHICLE MAINTENANCE	35.00
101-4-3501-4542-000	INTEREST EXPENSE - LEA...	82.96
101-4-4101-4501-000	ADVERTISING & PROMO...	24.00
101-4-4101-4520-000	MTGS/CONF./TRNG & D...	369.51
101-4-4101-4522-000	INSURANCE EXPENSES	903.00
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	3,668.60
101-4-4101-4601-000	SUPPLIES	217.85
101-4-4102-4411-000	UTILITIES	2,283.62
101-4-4102-4431-000	BUILDING & GROUND M...	1,276.44
101-4-4103-4411-000	UTILITIES	273.47
101-4-4103-4431-000	BUILDING & GROUND M...	950.00
101-4-4401-4309-000	OTHER CONTRACTUAL S...	3,075.00
101-4-4402-4751-000	C.S-BUILDING	101,004.63
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	15,300.00
101-4-4501-4471-000	RENT	1,035.00
101-4-4501-4701-000	NPDES	450.00
101-4-4503-4771-000	C.S-STREET MAINTENAN...	63,088.22
101-4-5101-4308-000	LAW ENFORCEMENT	892,517.60
101-4-5102-4516-000	FUEL	575.00
101-4-5102-4517-000	VEHICLE MAINTENANCE	6,508.97
101-4-5102-4612-000	OPERATING SUPPLIES	975.70
101-4-5102-4721-000	C.S-CROSSING GUARDS	13,877.28
101-4-5401-4601-000	SUPPLIES	23.63
102-4-3501-4411-000	UTILITIES	10,748.78
102-4-3501-4431-000	BUILDING & GROUND M...	2,986.79
103-2610-000	MISC. DEPOSITS PAYABLE	381.00
103-34150	OTHER INCOME	10.00
103-34161	CONTRACT CLASSES	396.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	924.66
103-4-4105-4309-000	OTHER CONTRACTUAL S...	8,344.89

Account Summary

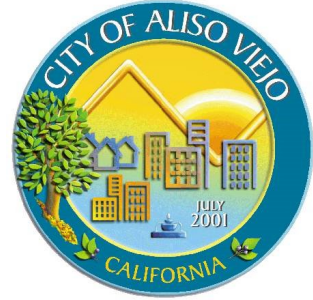
Account Number	Account Name	Payment Amount
103-4-4105-4411-000	UTILITIES	6,202.02
103-4-4105-4431-000	BUILDING & GROUND M...	4,880.88
103-4-4105-4451-000	FARM OPERATING EXPE...	2,419.53
103-4-4105-4561-000	TAXES/FEES/PERMITS	3,126.51
103-4-4105-4570-000	CITY CAMP EXPENSE	1,764.77
103-4-4105-4601-000	SUPPLIES	212.11
103-4-4105-4612-000	OPERATING SUPPLIES	1,292.76
203-4-4503-4411-000	UTILITIES	23,912.37
203-4-4503-4771-000	C.S-STREET MAINTENAN...	44,177.67
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM...	6,120.27
241-4-6141-4309-000	OTHER CONTRACTUAL S...	1,515.10
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7321-000	ANHS POOL RENTAL	2,233.30
261-4-6161-7401-000	EQUIPMENT MAINTENA...	388.00
261-4-6161-7411-000	UTILITIES	1,743.04
261-4-6161-7421-000	BUILDING & GROUND M...	3,853.77
261-4-6161-7425-000	POOL MAINTENANCE	133.48
261-4-6161-7445-000	FEES & PERMITS	511.45
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
Grand Total:		1,265,220.03

Project Account Summary

Project Account Key	Payment Amount
None	1,251,322.10
1002SUMMERCAMP	8,214.89
1002SUMMERCLASS	130.00
9934527	3,788.27
9974570	1,764.77
Grand Total:	1,265,220.03

City of Aliso Viejo

AGENDA ITEM



DATE: October 2, 2024

TO: Mayor and City Council

FROM: Shaun Pelletier, Public Works Director / City Engineer

SUBJECT: CONTRACT WITH GENESIS FLOOR COVERING, INC. FOR VISTA PARK PLAYGROUND RUBBER PIP SAFETY SURFACING

Recommended Actions:

1. Approve Contract Documents for Vista Park Playground Rubber PIP Safety Surfacing Project;
2. Award a contract in the amount of \$57,041 to Genesis Floor Covering, Inc. as the lowest responsible bidder for Vista Park Playground Rubber PIP Safety Surfacing Project;
3. Authorize the City Manager to execute a contract with Genesis Floor Covering, Inc;
4. Authorize City staff to make total compensation to Genesis Floor Covering, Inc. up to \$57,041 plus \$2,852 (5% of the contract amount) to allow for contingencies, totaling \$59,893; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

Fiscal Impact:

Total fiscal impact will be approximately \$59,893 including construction (\$57,041) and contingency (\$2,852). The adopted Fiscal Year 2024-25 Capital Improvement Plan (CIP) budget includes \$60,000 for construction and contingency.

Background:

The City obtained 3 quotes for the project.

<u>Contractor</u>	<u>Base Bid</u>
1. Genesis	\$57,041.00
2. Durasafe	\$60,558.15
3. SpectraTurf	\$90,478.00

City staff has reviewed the quote from Genesis Floor Covering and the quote appears to be responsive and complete.

This project is exempt from the CEQA process since it is maintaining existing facilities.

Discussion:

Playground surfacing plays an important part in playground safety by providing fall protection around playground equipment. Traditional surfacing is engineered wood chips, which are utilized currently at Vista Park and Iglesia Park. This type of surface must be reviewed regularly and raked to ensure it remains in place at proper depth and is typically replenished every 1-2 years as it becomes too low.

Vista Park Playground has historically had drainage problems. The playground is surrounded by a concrete barrier that contains wood chips. During heavy rain events the water is unable to drain over the barrier and the soil is too poor to naturally drain quickly. This results in extended playground closures in winter months.

By installing a poured in place (PIP) rubber safety surface there is much less inspection required and lower annual costs since repairs are usually minimal. This type of surface will also be installed to drain properly, significantly reducing or eliminating playground closures due to flooding. Staff recommends approval of the recommended actions.

Attachments:

1. Contract with Genesis Floor Covering

CITY OF ALISO VIEJO

SHORT-FORM CONSTRUCTION CONTRACT

ALISO VIEJO VISTA PARK PLAYGROUND RUBBER PIP SAFETY SURFACING

1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, 20__ by and between the City of Aliso Viejo, a general law city organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, CA, 92656 (“City”) and **Genesis Floor Covering, INC., a Corporation** with its principal place of business at **14101 Pontlavoy Ave., Santa Fe Springs, CA 90670** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 City. City is a general law city organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing similar services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City.

2.3 Project. City desires to engage Contractor to render such services for the **Aliso Viejo Vista Park Playground Rubber PIP Safety Surfacing-Aliphatic** (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, insurance documents and other certifications as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto (the “Contract Documents”):

- Exhibit A – Plans and Specifications,
- Exhibit B – Labor Code Certification,
- Change orders executed by the City

- Current Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference.

3.3 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City ("Change Order").

3.4 Change Orders. Changes to the Contract Time or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the City. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to request a Change Order within seven (7) calendar days of the condition giving rise to the potential change shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the City for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within **30 calendar days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, it is agreed that the Contractor shall

pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **One Hundred (100.00)** Dollars per day for each and every calendar day of delay beyond the Contract Time, as such Contract Time may be adjusted pursuant to this Contract.

3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

3.6 Compensation and Payment.

3.6.1 Contract Price. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Fifty-Seven Thousand and 41 Dollars (\$57,041.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City. Authorized extra work shall not exceed **\$2,852.**

3.6.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

3.6.3 Contract Retention. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.6.3.1 Substitutions for Contract Retention. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term “satisfactory completion of the contract” shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.6.4 Payment Withholding. In addition to Contract retention, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor’s obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City’s right to such sums.

3.6.5 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.6.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.8 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

3.9 City's Representative. The City hereby designates **City Manager**, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.10 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be

subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.11 Completion of Work. When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.12 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.13 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advance written notice.

3.14 Indemnification. To the fullest extent allowed by law, Contractor shall defend (with counsel of the City's choosing), indemnify and hold City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its

officials, officers, directors, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.15.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.15.3.1 General Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; (2) the insurer shall waive any and all rights of subrogation it may have or acquire against the City, its directors, officials, officers, employees, agents and volunteers; and (3) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

3.15.3.2 Automobile Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; (2) the insurer shall waive any and all rights of subrogation it may have or acquire against the City, its directors, officials, officers, employees, agents and volunteers; and (3) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

3.15.3.3 Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City (ten (10) days for nonpayment of premium); and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.15.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.15.5 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five

(5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence.

3.15.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.

3.15.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.9 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.16 Bond Requirements. **NOT APPLICABLE**

3.16.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. No payment will be made to Contractor until the bond has been received and approved by the City.

3.16.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within ten (10) days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due

or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, the Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Total Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.17 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life-saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.18 Warranty. Contractor warrants all Work under the Contract (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. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract 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, 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 the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. 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 its defective Work or which becomes damaged in the course of repairing or replacing defective

Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. 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 the Contract. 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 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 Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.19 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, the Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.20 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee.

3.21 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.22 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that

extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.23 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.24 Labor.

3.24.1 Hours of Work. The Contractor shall perform all work during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise specified in the Contract Documents or authorized by the City in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from the City. The request must be received at least two (2) working days in advance of any work. No work will be allowed on City holidays except in the case of an emergency. A listing of City holidays is on file at City Hall. If Contractor requests overtime work in which the City will incur costs, Contractor shall be responsible for payment of the City's costs incurred in connection with the overtime work. The City will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, the City may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

3.24.2 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Pursuant to the provisions of Section 1770 of the California Labor Code, the City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City, as determined by the Director of the Department of Industrial Relations, a copy of which is on file at City Hall, and shall be made available for viewing to any interested party upon request. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. The

Contractor and each subcontractor shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.24.3 Payroll Records.

3.24.3.1 Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to the City, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

3.24.3.2 In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (“DIR”) on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.24.4 Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.24.5 Employment of Apprentices. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3.24.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

3.24.7 General. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law.

3.24.8 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "B" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.24.9 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

3.25 Termination. This Contract may be terminated by City at any time by giving Contractor five (5) calendar days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City shall provide Contractor with a written notice of default. In the event that Contractor fails to cure the alleged default within five (5) calendar days (or in the case of a default that may not be cured in five (5) calendar days, commences the cure within said time period and diligently pursues the cure until completion), City may terminate the Contract immediately without further notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting

damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.26 Claims and Disputes.

3.26.1 If any dispute shall arise between the City and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to the City within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

3.26.2 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.26.3 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.26.4 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such

contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.26.5 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.26.5.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.26.5.2 List of documents relating to claim:

- (1) Specifications
- (2) Drawings
- (3) Clarifications (Requests for Information)
- (4) Schedules
- (5) Other

3.26.5.3 Chronology of events and correspondence

3.26.5.4 Analysis of claim merit

3.26.5.5 Analysis of claim cost, including calculations and supporting documents

3.26.5.6 Time impact analysis in CPM format

3.26.6 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

3.26.6.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.26.6.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be

requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 days (if the Claim is less than \$50,000, within 15 days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.26.7 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 days of receipt of City's response or the City's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.26.8 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

3.26.8.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.26.8.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.26.8.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.26.8.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

3.26.9 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of

Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.26.10 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

3.26.10.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, 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.

3.26.10.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.26.10.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (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 under that chapter, also pay the attorney's fees on appeal of the other party.

3.26.11 Government Code Claim Procedures.

3.26.11.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.26.11.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

3.26.11.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any

prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

3.26.11.4 A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

3.26.12 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

3.26.13 Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

3.27 Water Quality Management and Compliance.

3.27.1.1 Stormwater Management. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.27.1.2 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). Contractor shall comply with the lawful requirements of any applicable municipality, drainage district, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.28 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City

against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.29 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters.

3.30 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any work or altering the condition.

3.31 Miscellaneous

3.31.1 Certification of License. Contractor's attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. At the time Contractor enters into this Contract and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification required by the City. All subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.31.2 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.31.3 Notices. All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

CITY:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: City Engineer
Email: Public-works@AVCity.org

CONTRACTOR

Genesis Floor Covering, INC.
14101 Pontlavoy Ave.
Santa Fe Springs, CA 90670
Attn: Tracy Koh
Email: tkoh@genesisfloor.net

Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by email, upon delivery; if sent by overnight delivery, upon delivery as shown by delivery service records; if by United States Postal Service, three days after deposit in the mail.

3.31.4 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.31.5 Clayton Act and Cartwright Act. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to 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. Section 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, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.31.6 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.31.7 Time is of Essence. Time is of the essence in the performance of this Contract.

3.31.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.31.9 Governing Law. This Contract shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.31.10Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.31.11Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.31.12Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.31.13Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.31.14Declaration of Political Contributions. Contractor shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Contractor and all of Contractor's employees, including any employee(s) that Contractor intends to assign to perform the work described in this Contract.

3.31.15Fraud Policy. Contractor shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform work under this Contract. Contractor shall submit to the City's Representative a statement signed by Contractor and by each of its employees who are assigned to perform work under this Contract certifying receipt of and that they have read the City's Fraud Prevention Policy. A finding by the City that Contractor or any of Contractor's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Contract at City's request and/or termination of this Contract. Contractor shall reimburse the City for any costs and expenses associated with fraud against the City.

3.31.16Authority to Enter Contract. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ALISO VIEJO
AND GENESIS FLOOR COVERING, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF ALISO VIEJO

Genesis Floor Covering, INC.

Approved:

**[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]**

By: _____
Mitzi Ortiz
Acting City Manager

By: _____

Its: _____

ATTEST:

Printed Name: _____

By: _____
Lauren Torres, MMC
City Clerk

By: _____

Its: _____

APPROVED AS TO FORM:

Printed Name: _____

Best Best & Krieger LLP
City Attorney

Contractor's License Number and
Classification

DIR Registration Number

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By:
Ann Eifert
Director of Financial Services

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Contractor and all of Contractor's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Contract:

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Name of Business

Print Name

Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND
MUST BE SIGNED AND ATTACHED HERETO.

EXHIBIT “A”
PLANS AND SPECIFICATIONS

The City of Aliso Vista Park Playground Rubber PIP Safety Surfacing – Aliphatic Royal Blue project is located at 29 Santa Barbara (see map attached within the white circle). The project will consist of:

1. Removal and disposal of existing wood chips.
2. Install new Center Frech drain basin.
3. Install and compact road base.
4. Finish elevation will respect clearance codes of playground equipment.
5. Construction will start on Monday September 30, 2024, and fully be completed by Friday October 11, 2024.
6. The contractor is responsible for closing the area, BMPs, and project cleanup.
7. Project is prevailing wage.

PROPOSAL

CUSTOMER: Emigdio Martinez

DATE: September 23, 2024

COMPANY: Aliso Viejo

PROJECT: Vista Park

ADDRESS: 12 Journey, Suite 100

Rubber PIP safety Surfacing - Aliphatic

Aliso Viejo, CA 92656

LOCATION: Vista Park

Aliso Viejo, CA 92653

We herewith submit proposal for labor and materials to be supplied at the request of above party and at premises set forth above. Labor is based on Prevailing Wages.

AREA INCLUDED IN BID: <i>Playground surface</i>	
SCOPE OF WORK:	
1. Removal of existing Wood chips up to 12" deep & rubber. 2. 6' long x 3' wide x 3' deep lined with Mirafi 140N & backfilled with 3/4" gravel. 3. Supply & apply up to 18" of class 2 road base. 4. Supply & apply 3" Cushion layer with aliphatic binder 5. Supply & apply .5" Wear layer 100% color with aliphatic binder. 6. Standard work hours: Monday - Friday, 6:00am - 2:30pm. (After hours available upon request) 7. Finish elevation will respect clearance codes for any entry and or exit of playground equipment.	
1. Equipment moving 2. Design, patterns, games, or logos. 3. Surveying, HIC, Compaction or Soil testing 4. Maintenance 5. Drainage	
Total Materials, Freight, Sales Tax and Installation Labor:	\$ 55,649.00
Payment & Performance Bond (Not Included in Total)	\$ 1,392.00
Total Including Payment & Performance Bond	\$ 57,041.00

NOTES:

1. Terms are net 30 days. Deposit or progress payment may be required for materials.
2. The prices listed on this proposal are valid for a period of 30 days.
3. All required Certified Payroll Reporting documents are available upon request.
4. If this proposal is accepted, please submit a signed purchase order, or execute the Terms & Condition contract prepared by Genesis Floor Covering.
5. Payment or performance bonds are not included in price unless specifically noted above.
6. Unless itemized on this proposal, Genesis Floor Covering is not responsible for the testing or treatment of concrete vapor emissions and alkalinity.
7. Genesis Floor Covering is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete, unless a moisture protection system was sold, and the failed area is below the manufacturer's limits.
8. If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.

SUBMITTED BY: Tracy Koh
Tracy Koh

TEL: 562-345-5007

ACCEPTED BY: _____

DATE: _____



EXHIBIT "B"
LABOR CERTIFICATION

LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

CONTRACTOR

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT "C"
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Aliso Viejo (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect City from loss or damage resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit City's rights or the Contractor or Surety's obligations under the Contract, law or

equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if City, when declaring the Contractor in default, notifies Surety of City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project and the provisions of Section 2819 and 2845 of the California Civil Code. Without limiting the foregoing, such changes, extensions of time and alterations or additions shall include, but are not limited to, changes or alterations to the Contract Documents (including, without limitation, an increase in the total dollar amount of the Contract Documents), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PERFORMANCE BOND FORM

EXHIBIT "D"
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the City of Aliso Viejo (hereinafter designated as "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto City in the penal sum of _____ Dollars (\$_____) 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining

or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

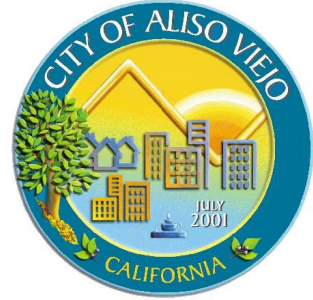
Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PAYMENT BOND FORM

City of Aliso Viejo

AGENDA ITEM



DATE: October 2, 2024

TO: Mayor and City Council

FROM: Shaun Pelletier, Public Works Director / City Engineer

SUBJECT: CONTRACT WITH ALL AMERICAN ASPHALT FOR THE ALISO CREEK ROAD PAVEMENT REHABILITATION BETWEEN ENTERPRISE AND SR-73, AND STRIPING OF BIKE LANES FROM ENTERPRISE TO ALISO VIEJO PARKWAY PROJECT

Recommended Actions:

1. Approve Contract Documents, Specifications, and Plans for Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73 and Striping of Bike Lanes from Enterprise to Aliso Viejo Parkway Project;
2. Award a contract in the amount of \$906,749 to All American Asphalt as the lowest responsible bidder for the Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73 and Striping of Bike Lanes from Enterprise to Aliso Viejo Parkway Project;
3. Authorize the City Manager to execute a contract with All American Asphalt;
4. Appropriate an additional \$252,129.28 in Measure M2 funds to the Fiscal Year 2024-25 Capital Improvement Plan budget;
5. Authorize City staff to make total compensation to All American Asphalt up to \$906,749 plus \$90,674.90 (10% of the contract amount) to allow for contingencies, totaling \$997,423.90; and
6. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

Fiscal Impact:

Total fiscal impact will be approximately \$997,423.90 including construction (\$906,749) and contingency (\$90,674.90). The adopted Fiscal Year 2024-25 Capital Improvement Plan (CIP) budget includes \$770,000.00 for construction and contingency. Additionally, \$24,705.38 was encumbered to purchase traffic signal video detection system to mitigate traffic during construction. An additional appropriation of \$252,129.28 from Measure M2 funds will be needed to complete the project. The Moulton Niguel Water District will reimburse the City approximately \$11,550 for adjusting their sewer manholes and water valves.

Background:

The City advertised for bids through September 24, 2024, and multiple online plan rooms were used. Eighteen contractors requested and received construction documents for the work.

The City received and opened seven bids at 2:00 P.M. on September 4, 2024. The total amounts for each of the bids received are as follows:

<u>Contractor</u>	<u>Base Bid</u>
1. All American Asphalt	\$906,749.00
2. Dash Construction Company	\$972,071.00
3. RJ Noble	\$972,725.00
4. Excel Paving	\$1,032,020.00
5. Onyx Paving Company	\$1,020,000.00
6. US Builders and Consultants	\$1,147,448.00
7. Hardy and Harper	\$1,056,000.00

City staff has reviewed the bid from All American Asphalt and the bid appears to be responsive and complete.

At the time of the bid opening, Dash Construction Company submitted a bid of \$879,777; however, they did not acknowledge receipt of Addendum No. 1 in their bid proposal, which updated the estimated quantities in the bid schedule. Once their unit prices were applied to the correct bid quantities, their bid price became \$972,071.

At the time of the bid opening, All American Asphalt submitted a bid of \$819,664; however, they had a discrepancy in their item cost line for Bid Item No. 4 – 2" ARHM W/Fibers. Per the bid schedule requirements, in case of discrepancy between the unit price and the item cost set forth for the unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive bidder. As a result, the corrected All American Asphalt base bid amount is \$906,749.

This project is exempt from the CEQA process since it is maintaining existing facilities.

Discussion:

The engineer's estimate for this base bid work was about \$890,000. Since the City's last paving project and now, the price in tonnage for rubberized asphalt and conventional asphalt increased by 18% and 24% respectively based on the respective low bidder's prices. Additionally, a local asphalt plant in Irvine recently closed resulting in higher bid prices for street projects. The scope of the project also increased by extending the bike lane striping from the end of the paving limits (SR-73 bridge) to Aliso Viejo Parkway to provide bike connectivity to the adjacent arterial street.

All American Asphalt recently completed the last three slurry seal projects in the City. They have also performed similar work in other surrounding cities with favorable references.

Staff requests authorization for payments to All American Asphalt up to \$997,423.90 (10% above the contract amount) to cover for contingencies such as overages on quantities and additional work requested by the City.

The schedule for this project is as follows:

- | | |
|---|------------------------------|
| - Advertise for bids | August 8 – September 4, 2024 |
| - Bids due | September 4, 2024 |
| - Council approves award of contract | October 2, 2024 |
| - Notice to Proceed | December 1, 2024 |
| - Start construction | December 1, 2024 |
| - Complete construction (40 working days) | January 10, 2025 |

Attachments:

1. Contract with All American Asphalt
2. All American Asphalt Submitted Bid

SECTION 00500

CONTRACT

**Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway**

CONTRACT

THIS CONTRACT is made this ____ day of _____, 20__, in the County of Orange, State of California, by and between the City of Aliso Viejo hereinafter called City, and _____, hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway**

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within forty (40) working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Nine Hundred Six Thousand, Seven Hundred Forty Nine Dollars (\$906,749.00)**. Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents. Notwithstanding any other provisions of the Contract Documents, for contracts in excess of \$25,000.00, the City Manager may approve additional work not to exceed 10% of the original Contract amount, **(Ninety Thousand, Six Hundred Seventy Four Dollars and Ninety Cents (\$90,674.90))**, as set forth in this Article 3. Any additional work in excess of this amount shall be approved by the City Council.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of **\$500** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees City may deduct that amount from any money due or that may become due

SECTION 00500

CONTRACT

CONTRACT - 1

SECTION 00500

CONTRACT

**Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway**

the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Noncollusion Declaration form
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Plans and Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the office of the City Engineer or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

SECTION 00500

CONTRACT

CONTRACT - 2

SECTION 00500

CONTRACT

**Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway**

ARTICLE 9. DECLARATION OF POLITICAL CONTRIBUTIONS. Prior to the City's approval of this Contract, Contractor shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Contractor and all of Contractor's employees, including any employee(s) that Contractor intends to assign to perform work on the Project.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ALISO VIEJO

ALL AMERICAN ASPHALT

By: _____
Mitzi Ortiz, MMC
Acting City Manager

By: _____
Mark Leur, President

If Corporation, TWO SIGNATURES, President **OR** Vice President
AND Secretary OR Treasurer REQUIRED]

Attest:

By: _____
Michael Farkas, Secretary

By: _____
Lauren Torres,
Deputy City Clerk

A, C-12 No. 267073
Classification of Contractor's License

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: _____
Ann Eifert
Director of Financial Services

SECTION 00500

CONTRACT

CONTRACT - 3

SECTION 00500

CONTRACT

**Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway**

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Contractor and all of Contractor's employees, including any employee(s) that applicant intends to assign to perform work on the Project:

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Name of Business

Print Name

Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE CONTRACT AND MUST BE SIGNED AND ATTACHED HERETO.

END OF CONTRACT

SECTION 00500

CONTRACT

CONTRACT - 4

SECTION 00610
PERFORMANCE BOND
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Aliso Viejo (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of Bike Lanes from Enterprise to Aliso Viejo Parkway** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated **August 2024**, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect City from loss or damage resulting from or caused by defective materials or faulty workmanship, the

SECTION 00610
PERFORMANCE BOND
CONTRACT - 5

SECTION 00610
PERFORMANCE BOND
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if City, when declaring the Contractor in default, notifies Surety of City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

SECTION 00610
PERFORMANCE BOND
CONTRACT - 6

SECTION 00610
PERFORMANCE BOND
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

SECTION 00610
PERFORMANCE BOND
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

SECTION 00610
PERFORMANCE BOND
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

	Signer(s) Other Than Named Above
-------	----------------------------------

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PERFORMANCE BOND FORM

SECTION 00620

PAYMENT BOND

**Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the City of Aliso Viejo (hereinafter designated as "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of Bike Lanes from Enterprise to Aliso Viejo Parkway** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto City in the penal sum of _____ Dollars (\$_____) 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or 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 Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or

SECTION 00620

PAYMENT BOND

CONTRACT - 10

SECTION 00620

PAYMENT BOND

**Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway**

modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

SECTION 00620

PAYMENT BOND

Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

SECTION 00620

PAYMENT BOND

**Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway**

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PAYMENT BOND FORM

SECTION 00620

PAYMENT BOND

CONTRACT - 13



MAYOR
Mike Munzing

MAYOR PRO TEM
Tiffany Ackley

COUNCILMEMBER
Ross Chun

COUNCILMEMBER
Max Duncan

COUNCILMEMBER
Richard Hurt

August 29, 2024

To: All Prospective Bidders Under 'Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of Bike Lanes from Enterprise to Aliso Viejo Parkway'

Subject: Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of Bike Lanes from Enterprise to Aliso Viejo Parkway - Addendum No. 1

Addendum No. 1

The following modifications to the subject Contract Documents are to be construed as part of the documents upon which bidders shall prepare their proposal and to supplement provisions appearing elsewhere in the documents which may be in conflict therewith.

Bid Form:

The Bid Form shall be deleted in its entirety and replaced with the attached Bid Form.

Response to Questions:

1. Based on doing a 1" AC Level Course w/ Fibers after 3" Cold Mill, is crack seal required for this bid?

After the coldmill of the 3" of AC, crack seal will be required per Section 302-9.1 of the Specifications. Crack repairs are part of the asphalt overlay work and no additional payment will be made therefore.

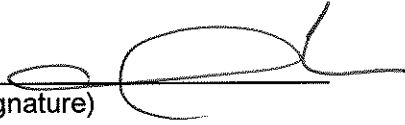
Sincerely,

Quang Le
Associate Engineer

Attachments:

(1) Revised Bid Form

Confirmation of receipt of Addendum No. 1:


(signature)

8/29/24
(date)

Michael Farkas, Secretary
(print)

All American Asphalt
(company)

SECTION 00200
INSTRUCTIONS TO BIDDERS
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

BID FORM

NAME OF BIDDER: All American Asphalt

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following UNIT PRICES:

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	MOBILIZATION	LS	1	40,000	40,000
2	CALTRANS PERMIT	LS	1	2,500	2,500
3	3" COLD MILL	SF	163,000	0.69¢	112,470
4	2" ARHM W/ FIBERS	TON	2,000	175.00	262,500
5	1" AC LEVELING COURSE W/ FIBERS	TON	1,000	160.00	160,000
6	ADJUST EXISTING VALVE CAN AND LID TO FINISH GRADE PER MNWD STD PLAN W-8.	EA	7	150.00	1,050
7	ADJUST EXISTING SEWER MANHOLE FRAME AND COVER TO FINISH GRADE PER MNWD STD PLAN S-1.	EA	4	1,500	6,000
8	ADJUST EXISTING WATER MANHOLE FRAME AND COVER TO FINISH GRADE PER MNWD STD PLAN S-1.	EA	3	1,500	4,500
9	ADJUST EXISTING STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE PER SPPWC STD PLAN 206-2.	EA	3	1,500	4,500

SECTION 00200
INSTRUCTIONS TO BIDDERS
ITB - 1

BBK: March 2012

SECTION 00200
INSTRUCTIONS TO BIDDERS
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

10	REMOVE AND RECONSTRUCT CURB RAMP (CALTRANS)	EA	4	9,500	38,000
11	REMOVE AND RECONSTRUCT CURB RAMP (NON-CALTRANS)	EA	4	6,500	26,000
12	REMOVE AND RECONSTRUCT DRIVEWAY (NON-CALTRANS)	SF	1,350	32.18	43,443
13	INSTALL TRAFFIC LOOP DETECTORS, TYPE E	EA	12	415.00	5,395
14	INSTALL TRAFFIC LOOP DETECTORS, TYPE D	EA	7	440.00	3,080
15	TRAFFIC STRIPING, MARKINGS, SIGNAGE AND LEGENDS (THERMOPLASTIC)	LS	1	65,000	65,000
16	TEMPORARY TRAFFIC CONTROL	LS	1	39,026	39,026
17	WPCP/SWPPP	LS	1	3,000	3,000
18	PROJECT INFORMATION SIGNS	EA	2	1,600	3,200

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

\$ 819,664.00
Total Bid Price in Numbers

EIGHT HUNDRED NINETEEN THOUSAND, SIX HUNDRED SIXTY-FOUR DOLLARS AND
Total Bid Price in Written Form ZERO CENTS.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by City and a third party, whichever

SECTION 00400

BID FORM

**Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway**

is earlier.

The Contract duration shall commence on the date stated in City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 267073, Expiration Date 1/31/2026 class of license A, C-12, DIR Public Works Contractor Registration No. 1000001051. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. 1

Addenda No. _____

Addenda No. _____

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Noncollusion Declaration form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
6. The completed Iran Contracting Act Certification form.
7. The completed Public Works Contractor Registration Certification form.

SECTION 00400

BID FORM

BID - 3

SECTION 00400

BID FORM

**Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway**

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder All American Asphalt

Signature 

Name and Title Edward J Carlson, Vice President

Dated 8/26/24

END OF BID FORM

SECTION 00400

BID FORM

BID - 4

BBK: March 2012

Contractor Information

Legal Entity Name

ALL AMERICAN ASPHALT

Legal Entity Type

Corporation

Status

Active

Registration Number

1000001051

Registration effective date

07/01/23

Registration expiration date

06/30/26

Mailing Address

PO BOX 2229 CORONA 92878 CA United States of ...

Physical Address

400 E SIXTH ST CORONA 92879 CA United States o...

Email Address

publicworks@allamericanasphalt.com

Trade Name/DBA
License Number (s)

CSLB:267073

CSLB:267073

Registration History

Effective Date	Expiration Date
05/11/18	06/30/19
05/08/17	06/30/18
05/02/16	06/30/17
06/09/15	06/30/16
08/25/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/23
07/01/23	06/30/26

Legal Entity Information

Corporation Entity Number:

C0570879

Federal Employment Identification Number:

952595043

President Name:

Mark Luer

Vice President Name:

Edward J. Carlson

Treasurer Name:
Secretary Name:

Michael Farkas

CEO Name:
Agency for Service:
Agent of Service Name:

Michael Farkas

Agent of Service Mailing Address:

400 E 6th St, Corona, CA Corona 92879

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



267073

License Number

Entity CORP

Business Name ALL AMERICAN ASPHALT

Classification(s) A C12

Expiration Date 01/31/2026

www.cslb.ca.gov

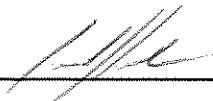


SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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

Name of Bidder All American Asphalt

Signature 

Name Edward J Carlson

Title Vice President

Dated 8/26/24

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
BID - 5

BBK: March 2012

SECTION 00410**BID BOND****Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of Bike Lanes from Enterprise to Aliso Viejo Parkway****BID BOND**

The makers of this bond are All American Asphalt,
as Principal, and Fidelity and Deposit Company of Maryland,
as Surety and are held and firmly bound unto the City of Aliso Viejo, hereinafter called City, in the
penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to
City for the work described below, for the payment of which sum in lawful money of the United
States, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying bid dated September 4, 2024, for **Aliso Creek Road Pavement
Rehabilitation Between Enterprise to SR-73, and Striping of Bike Lanes from Enterprise to
Aliso Viejo Parkway**

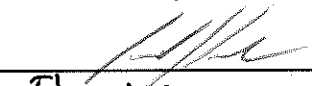
If the Principal does not withdraw its bid within the time specified in the Contract
Documents; and if the Principal is awarded the Contract and provides all documents to City as
required by the Contract Documents; then this obligation shall be null and void. Otherwise, this
bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation
under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by City and judgment is recovered,
the Surety shall pay all litigation expenses incurred by City in such suit, including reasonable
attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument
under their several seals this 22nd day of August, 2024, the name and corporate seal
of each corporation.

(Corporate Seal)

All American AsphaltContractor/ PrincipalBy Title Edward J. Carlson, VPFidelity and Deposit Company of Maryland

(Corporate Seal)

Surety

By 

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Rebecca Haas-Bates, Attorney-in-Fact**SECTION 00410****BID BOND****BID - 6**

SECTION 00410

BID BOND

Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, ****Please See Attached****, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

SECTION 00410

BID BOND

BID - 7

SECTION 00410

BID BOND

**Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway**

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF BID BOND FORM

SECTION 00410

BID BOND

BID - 8

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 08/26/2024 before me, Kathryn Marconi, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Kathryn Marconi
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Bond

Document Date: 08/22/2024 Number of Pages: Three (3)

Signer(s) Other Than Named Above: Rebecca Haas-Bates (Attorney in Fact)

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- ☐ Individual
- ☒ Corporate Officer — Title(s): Vice President
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

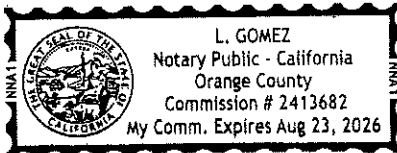
State of California)

County of Orange)On 08/22/2024 before me, L. Gomez, Notary Public*Date**Here Insert Name and Title of the Officer*personally appeared Rebecca Haas-Bates*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature *R. Gomez**Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Bid Bond Document Date: 08/22/2024Number of Pages: Three(3) Signer(s) Other Than Named Above: All American Asphalt**Capacity(ies) Claimed by Signer(s)**Signer's Name: Rebecca Haas-Bates☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Fidelity and Deposit Company of Maryland

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of August, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION 00420
NONCOLLUSION DECLARATION
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

NONCOLLUSION DECLARATION

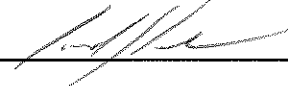
The undersigned declares:

I am the Vice President of All American Asphalt, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/14/11 [date], at Corona [city], California [state].

Name of Bidder All American Asphalt
Signature 
Name Edward J Carlson
Title Vice President
Dated _____

SECTION 00420
NONCOLLUSION DECLARATION
BID - 9

BBK: March 2012

SECTION 00420
NONCOLLUSION DECLARATION
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

END OF NONCOLLUSION DECLARATION

SECTION 00420
NONCOLLUSION DECLARATION
BID - 10

BBK: March 2012

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

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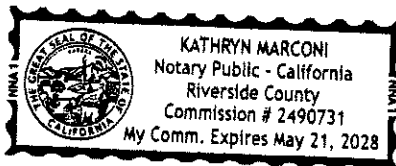
State of California

County of RiversideOn 08/26/2024 before me, Kathryn Marconi, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Kathryn Marconi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Noncollusion DeclarationDocument Date: 08/26/2024 Number of Pages: Two (2)Signer(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: **N/A**

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

paving, grading, concete, grinding, utility adjustment,

slurry seal, paving fabric

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

N/A

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

N/A

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 12

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

14.0 List Trade References:

San Juan Refinery

Robertsons Ready Mix

Johnson Machinery

15.0 List Bank References (Bank and Branch Address):

Citizens Business Bank

12808 Central Ave Chino, ca 91710

909-203-4301 Harold Brown

16.0 Name of Bonding Company and Name and Address of Agent:

Fidelity and Deposit Company of Maryland

Millennium Corporate Solutions

750 The City Drive South, Suite 210 ORANGE, CA 92868

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 13

BBK: March 2012



**ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES**

T 951-736-7600 F 951-739-4671
P.O. BOX 2229, CORONA, CA 92878-2229
CONTRACTORS LICENSE #267073 A.C12
DIR #1000001051

TRADE REFERENCES

**San Joaquin Refinery
Dept. 0761
Los Angeles, CA 90084
661-327-4257**

**Robertson's Ready Mix
200 South Main Street #200
Corona, CA 92882
951-685-2200**

**Johnson Machinery
800 E. La Cadena Drive
Riverside, CA 92502
951-686-4560**

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work
**SEE ATTACHED RECENT CONSTRUCTION PROJECTS COMPLETED **			

2023

PAST WORK REFERENCES

City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354
Manhattan Beach, CA 90266
Contact: Jarb Thaipejr (909) 799-2811
jthaipejr@lomalinda-ca.gov

Pavement Rehab. at Various Locations
Contract Amount: \$1,476,363.00
Start Date: 9/1/2023
End Date: 12/2023

Euclid Land Venture, LLC
4450 Macarthur Blvd., Ste 100
Newport Beach, CA 92693
Contact: Scott Kendall (949) 783-5341
khaymes@ranchomv.com

Merrill Ave. Street Widening
Contract Amount: \$915,915.00
Start Date: 4/2022
End Date: 2/2023

City of Aliso Viejo
12 Journey Ste #100
Aliso Viejo, Va 92656
Contact: Shaun Pelletier (949) 425-2531
spelletier@avcity.org

FY22-23 Slurry Seal & Rehab Project
Contract Amount: \$1,595,650.00
Start Date: 5/2022
End Date: 5/2023

RMV Realty, Inc.
28811 Ortega HWY
San Juan Capistrano, CA 92693
Contact: Jeff Ford (949) 413-8899
jford@ranchomv.com

PA 3.2A Street Improvement
Contract Amount: \$1,244,244.00
Start Date: 4/2022
End Date: 8/2023

City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754
Contact: Anthony Bendezy (626) 307-1283
abendezy@montereypark.ca.gov

2023 Street Rehabilitation Project
Contract Amount: \$6,865,699.00
Start Date: 8/2023
End Date: 12/2023

2023

PAST WORK REFERENCES

City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA 92632
Contact: Pete Acosta, Jr. (714) 738-6871
PeteA@cityoffullerton.com

Brookhurst Rd., SR91 St. Rehab
Contract Amount: \$325,825.00
Start Date: 5/2023
End Date: 12/2023

City of Ontario
303 East B Street
Ontario, CA 91764
Contact: Leonard Lui (909) 295-2401
LLui@ontarioca.gov

2023 Fall Pavement Rehabilitation Project
Contract Amount: \$4,569,222.00
Start Date: 08/2023
End Date: 11/2023

City of Riverside
2900 Main St.
Riverside, CA 92522
Contact: Maria Lamping (951) 826-5146
mlamping@riversideca.gov

Permanent Trench Resurfacing
Contract Amount: \$455,150.00
Start Date: 1/2023
End Date: 6/2023

City of Ontario
825 East Third Street
San Bernardino, CA 92415
Contact: Samuel E. Nicorici (909) 387-7960
bdavis@newportbeachca.gov

Chino & Montclair Area Various Roads
Overlay Project
Contract Amount: \$5,639,575.88
Start Date: 9/2022
End Date: 7/2023

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Contact: Irina Gurovich (714) 754-5324
Irina.gurovich@costamesaca.gov

Slurry Seal Project
Contract Amount: \$2,828,001.50
Start Date: 1/2022
End Date: 7/2023

2022

PAST WORK REFERENCES

City of Manhattan Beach
1400 Highland Ave.
Manhattan Beach, CA 90266
Contact: Bianca Cardenas (310) 802-5357
bcardenas@manhattanbeach.gov

Slurry Seal of Central Area of Sands Section
Contract Amount: \$673,275.00
Start Date: 12/2021
End Date: 7/2022

RMV Realty, Inc.
28811 Ortega Hwy
San Juan Capistrano, CA 92693
Contact: Kelly Haymes
khaymes@ranchomv.com

Planning Area 3.1 Street Improvement
Contract Amount: \$3,996,996.00
Start Date: 4/2021
End Date: 4/2022

City of Westlake Village
31200 Oak Crest Dr.
Westlake Village, CA 91361
Contact: Roxanne Hughes (805) 890-8885
rhughes@willdan.com

Dales Dr. and Parkridge Ave Street Improv.
Amount: \$1,025,336.00
Start Date: 5/2022
End Date: 6/2022

City of Burbank
275 E Olive
Burbank, CA 91502
Contact: Artin Megerdichian (818) 238-3942
amegerdichian@burbankca.gov

Local Residential St. Improv. Project
Contract Amount: \$7,761,320.00
Start Date: 1/2022
End Date: 12/2022

City of Highland
27215 Base Line St.
Highland, CA 9234
Contact: Amanda Perez (909) 864-6861
aperez@cityofhighland.org

Pavement Management Program
Contract Amount: \$2,082,099.00
Start Date: 10/2021
End Date: 12/2022

Toll Bros, Inc.
725 W. Town & Country Road, Ste 200
Orange, CA 92868
Contact: Brandon Haskell (714) 347-1360
bhaskell@tollbrothers.com

The Metro Heights
Contract Amount: \$2,675,250.00
Start Date: 11/2021
End Date: 4/2022

2021

PAST WORK REFERENCES

Colony Commerce
C/O Caprock Partners
1300 Dove Street Suite 200
Newport Beach, CA 92660
Contact: Eric Nutter (949) 428-1400 Ext. 209
enutter@moote.com

Archibald St. Improvements
Contract Amount: \$1,949,000.00
Start: 12/2019
Completed: 12/2021

Lennar Homes
25 Enterprise #300
Aliso Viejo, CA 92656
Contact: Diane Hannon (949)349-8000
Diane.hannon@lennar.com

Merrill & Haven Street Improvement
Contract Amount: \$1,481,832.15
Start: 6/2020
Completed: 12/2021

City of Norco
2870 Clark Ave.
Norco, CA 92860
Contact: Todd Shank (951) 270-5603
Todd.shank@norco.ca.us

Wayne Makin Park Slurry Seal Project
Contract Amount: \$52,725.89
Start: 10/2021
Completed: 12/2021

Los Angeles Department of Water and Power
111 North Hope Street, L-43
Los Angeles, Ca 90012
Contact: Joelle Morisseau (213) 367-0123
Joelle.morisseau@LADWP.com

Pine Tree Power Plant Access Road Repair Improvements
Contract Amount: \$810,400.00
Start: 5/2021
Completed: 7/2021

City of Dana Point
33282 Golden Lantern
Dana Point, CA 92629
Contact: Scott Fisher (949) 248-3577
sfisher@DanaPoint.org

Slurry Seal Project 19/20
Contract Amount: \$1,897,897.00
Start: 04/2020
Completed: 05/2021

2021

PAST WORK REFERENCES

City of Corona
400 South Vicentia
Corona, CA 92852
Contact: Barry Ghaemi (951) 736-2400
bghaemi@Coronaca.gov

Street Pavement Maintenance
& Rehab. Project No. 2020.01
Contract Amount: \$3,471,178.00
Start: 6/2021
Completed: 1/2022

City of Anaheim
200 S. Anaheim Boulevard
Anaheim, CA 92805
Contact: Jose Cortez (714) 765-5039
jcortez@anaheim.net

State College Boulevard Improvement
from Ball Road to SR 91 Freeway
Contract Amount: \$484,848.00
Start: 8/2021
Complete: 4/2022

County of Orange
601 North Ross Street
Santa Ana, CA 92701
Contact: Stephen Clayton (714) 995-0206
Stephen.clayton@ocpw.ocgov.com

Rossmoor Collectors Grind & Overlay
Contract Amount: \$ 2,148,320.90
Start: 4/2021
Complete: 12/2021

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Glen W. C. Kau (562) 929-5723
gkau@norwalkca.gov

Local Streets Rehabilitation
Zone 27 East of Gard – No. 7925.3
Contract Amount: \$1,051,330.00
Start: 6/2021
Completed: 12/2021

City of Garden Grove
11222 Acacia Pkwy
Garden Grove, CA 92840
Navin Maru (714) 741-5180
nmaru@ggcity.org

Arterial STS. Rehabilitation
Contract Amount: \$3,185,281.00
Start: 6/2022
Complete: 12/2021

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Maurice Ramirez , project manager

Rick Selph , Superintendent

2. Summarize each person's specialized education:

SEE ATTACHED RESUME

3. List each person's years of construction experience relevant to the project:

SEE ATTACHED RESUME

4. Summarize such experience:

SEE ATTACHED RESUME

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by City.

Rick Selph

All American Superintendent

(951)453-4645

Rick Selph has been with All American Asphalt with 32 years where he has held a variety of different positions, most currently being a manager for over 20 years.

As a superintendent, Rick is in charge scheduling jobs, attending meetings, consistently improving job quality and keeping accurate records of quantities used on jobs to maintain meticulous invoicing.

All American Asphalt feels that Rick Selph is the best superintendent for this job because of his extensive knowledge of Orange County.

References:

Reza Jafari

City of Irvine

949-724-7545

Tom Banks

City of Costa Mesa

714-925-7424

MAURICE RAMIREZ

211 32nd Street, Unit B, Newport Beach, CA 92663
Mramirez@allamericanasphalt.com • Cell: (714) 395-7044

EDUCATION

University of California, Santa Barbara, Santa Barbara, CA, Graduated June 2012

- Bachelor of Arts in Business Economics with an emphasis in Accounting

Rancho Santiago Canyon College, Orange, CA

- Associate's Degree Obtained: June 2010

WORK EXPERIENCE

Project Manager, All American Asphalt, Corona, CA January 2017 – Present

- Manage the financial aspects of contracts such as job costs, billings, change orders and collections
- Review and monitored accounts payable, subcontracts, time sheets and billable quantities
- Monitor and control construction through administrative direction to ensure projects are built on schedule and within budget
- Review technical specifications and plans to perform quantity take offs and generate an estimated price per project

Paving/Public Works Foreman, All American Asphalt, Corona, CA, June 2016 – January 2017

- Managed the number of trucks/working hours with the grinder to meet production goals and stay within budget
- Measured the job in advance for the production set-up (i.e. equipment, labor, material, and trucking)
- Base and cap projects with a patch crew using a combo truck and skip loader
- Managed the AC trucks, crew production, and quality of work with both a full paving crew and a patch crew
- Supervised concrete saw-cutting, removals, grading, concrete pours, and backfill/restoration

Project Engineer, Griffith Company, Santa Fe Springs, CA, April 2013 – July 2014

- Managed the financial aspects of contracts such as job costs, billings, change orders and collections
- Maintained communication with project owner representatives to ensure proper payment for work performed beyond the original contract amount
- Reviewed and monitored accounts payable, subcontracts, time sheets and billable quantities
- Monitored and controlled construction through administrative direction to ensure projects were built on schedule and within budget
- Reviewed technical specifications and plans to perform quantity take offs and generate an estimated price per project
- Maintained paper work for Water Pollution Control Programs and Storm Water Pollution Prevention Plans

Operating Engineer, All American Asphalt, Irvine, CA, Summer 2005, Summer 2006, September 2008-Present

Position entails work in three unique areas:

- Plant Operator-worked jointly with three other operating engineers at the plant repairing and maintaining equipment used in the production of asphalt
- Screed Man-endured a high-pace, high-stress environment, operating the screed to set fills and make the road smooth; this position requires precise work as there is only one chance to lay the asphalt correctly
- Roller Man- responsible for rolling asphalt to the correct compaction level; work jointly with compaction technicians, who monitor the density of the finished product to achieve the highest profit per contract

Parts Technician, All American Asphalt, Corona, CA, September 2007- September 2008

VOLUNTEER ACTIVITIES

UCSB Community Affairs Board Volunteer (CAB), Goleta, CA, March 2010- June 2012

- Participated in community service events in the Santa Barbara community ranging from assisting students in after school programs at Isla Vista Elementary school to helping repair foliage at the Santa Barbara Zoo

ACADEMIC LEADERSHIP

Leadership & Teamwork, UC Santa Barbara 2010-2012

- Worked jointly with four classmates in a professional writing class creating a business proposal focusing on environmental sustainability
- Led a group of five economic majors conducting research and analyses in sector/industry trends, company data, and valuation metrics in forming an investment thesis

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

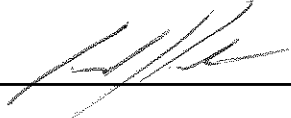
N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder All American Asphalt

Signature 

Name Edward J Carlson

Title Vice President

Dated 8/26/24

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 17

BBK: March 2012

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

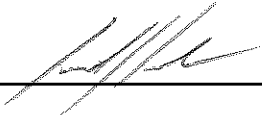
If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number
CRACK SEAL	MD RUBBERIZED CRACK FILL	LAKE FOREST, CA	986686	1000006438
STRIPING	J&S STRIPING	ONTARIO, CA	538211	1000006912
SURVEY	CASELAND SURVEYING	ORANGE, CA	25411	1000001533
TRAFFIC LOOPS	SMITHSON ELECTRIC	ORANGE, CA	614518	1000001610

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

Portion of Work	Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder All American Asphalt

Signature 

Name Edward J Carlson

Title Vice President

Dated 8/26/24

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 19

BBK: March 2012

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

END OF LIST OF SUBCONTRACTORS FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 20

BBK: March 2012

SECTION 00450
IRAN CONTRACTING ACT CERTIFICATION
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed: _____

Titled: Edward J Carlson, Vice President

Firm: All American Asphalt

Date: 8/26/24

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

SECTION 00450
IRAN CONTRACTING ACT CERTIFICATION
BID - 21

BBK: March 2012

SECTION 00450
IRAN CONTRACTING ACT CERTIFICATION
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00450
IRAN CONTRACTING ACT CERTIFICATION
BID - 22

BBK: March 2012

SECTION 00460
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
Aliso Creek Road Pavement Rehabilitation Between Enterprise to SR-73, and Striping of
Bike Lanes from Enterprise to Aliso Viejo Parkway

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

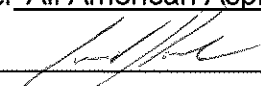
Name of Bidder: All American Asphalt

DIR Registration Number: 1000001051

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder All American Asphalt

Signature 

Name Edward J Carlson

Title Vice President

Dated 8/26/24

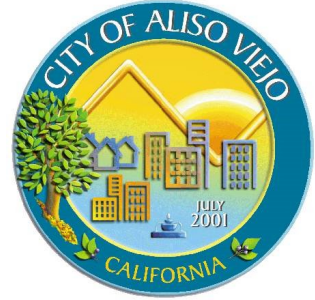
**END OF PUBLIC WORKS CONTRACTOR REGISTRATION
CERTIFICATION**

SECTION 00460
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
BID - 23

BBK: March 2012

City of Aliso Viejo

AGENDA ITEM



DATE: October 2, 2024

TO: Mayor and City Council

FROM: Shaun Pelletier, Public Works Director / City Engineer

SUBJECT: AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-9-1419
FOR OCTA M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION
PROGRAM – ALISO CREEK CORRIDOR

Recommended Action:

Approve and authorize the Mayor to execute Amendment No. 1 to Cooperative Agreement C-9-1419 with the Orange County Transportation Authority (OCTA).

Fiscal Impact:

There is no fiscal impact with this action. The City processed the final payment for the City's share of the local match in the amount of \$173,693.32 during FY 2023-24. There will be no further payment required for the remainder of the project.

Background:

The OCTA M2 Project P Grant Program provides funding for coordination of traffic signals across jurisdictional boundaries. OCTA awarded funding for the project in the Spring of 2019 and was the construction project lead. The Aliso Creek Road corridor extends from El Toro Road (Laguna Woods) to Moulton Parkway (Laguna Niguel). The project also included Caltrans at the SR-73 ramps.

Discussion:

Construction of the project was completed in early 2024 and the project is current in the operation and maintenance period. This amendment will extend the duration of the cooperative agreement to December 31, 2025, to cover the operation and maintenance period of the project. The purpose of the operation and maintenance period is to monitor the performance of the project and make necessary adjustments to the traffic signal timing along the corridor.

The scope of the project within the City included the signal timing update along with capital improvements to the controllers, monitoring software, and communication network

including fiber optic cable along the entire corridor and a connection to City Hall. Signals included in this project were coordinated across jurisdictions during morning, mid-day, afternoon and weekend peak periods. The timing plans were developed without regard to physical or political boundaries.

Attachment:

1. Amendment No. 1 to Cooperative Agreement C-9-1419

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-9-1419
BETWEEN
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND
CITIES OF ALISO VIEJO AND LAGUNA NIGUEL
FOR**

ALISO CREEK ROAD REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM PROJECT

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2024, by and between the Orange County Transportation Authority, ("AUTHORITY"), and the cities of Aliso Viejo and Laguna Niguel (hereinafter referred to as the "PARTICIPATING AGENCIES").

WITNESSETH:

WHEREAS, by Cooperative Agreement No. C-9-1419 (Agreement) dated February 19, 2020, AUTHORITY and PARTICIPATING AGENCIES entered into a cooperative agreement for the Aliso Creek Road Regional Traffic Signal Synchronization Program Project; and

WHEREAS, AUTHORITY and PARTICIPATING AGENCIES agree to extend the term of the agreement for an additional twelve (12) months through December 31, 2025; and

WHEREAS, the City of Aliso Viejo's City Council approved this Amendment on the _____ day of _____, 20____; and

WHEREAS, the City of Laguna Niguel's City Council approved this Amendment on the _____ day of _____, 20____.

NOW, THEREFORE, it is mutually understood and agreed that Agreement No. C-9-1419 is hereby amended in the following particulars only:

1. Amend **ARTICLE 9. ADDITIONAL PROVISIONS**, page 9 of 13, paragraph A, line 21, to delete "December 31, 2024", as the expiration date of the Agreement and in lieu thereof, insert "December 31, 2025".

AMENDMENT NO. 1 TO
AGREEMENT NO. C-9-1419
ALISO CREEK - RTSSP

The balance of Agreement No. C-9-1419 remains unchanged.

This Amendment shall be made effective upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-9-1419 to be executed as of the date of the last signature below.

CITY OF ALISO VIEJO

ORANGE COUNTY TRANSPORTATION AUTHORITY

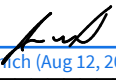
By: _____
Mike Munzing
Mayor

By: _____
Lydia Bilynsky
Manager, Capital Projects

ATTEST:

APPROVED AS TO FORM:

By: _____
Lauren Torres
Deputy City Clerk

By:  _____
James Donich (Aug 12, 2024 16:04 CDT)
James M. Donich
General Counsel

APPROVED AS TO FORM:

By: _____
Scott C. Smith
City Attorney

Date: _____

This Amendment shall be made effective upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-9-1419 to be executed as of the date of the last signature below.

CITY OF LAGUNA NIGUEL

By: _____
Kelly Jennings
Mayor

ATTEST:

By: _____
Marissa J. Asistin
City Clerk

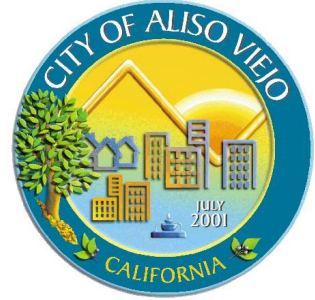
APPROVED AS TO FORM:

By: _____
Scott C. Smith
City Attorney

Date: _____

City of Aliso Viejo

AGENDA ITEM



DATE: October 2, 2024

TO: Mayor and City Council

FROM: Shaun Pelletier, Director of Public Works / City Engineer

SUBJECT: ON-STREET PARKING – JOURNEY

Recommended Actions:

1. Approve an applicant request to modify the lane configuration on Journey to allow for on-street parking;
2. Authorize Staff to finalize parking/lane configuration and complete the work on Journey.

Fiscal Impact:

The cost for this work is estimated to not exceed \$20,000 and would be paid with budgeted street maintenance Gas Tax funds.

Background:

In 2004 an Ad Hoc City Council Committee was formed to investigate and determine policy for parking on collector streets and considered such issues and characteristics as:

- traffic/pedestrian safety
- sight distance
- street widths
- posted speed limits
- adjacency to community parks
- adjacency to schools
- aesthetics
- differing land uses on opposite sides of a particular street

On August 3, 2005, the City Council adopted Council Policy 800-2 Parking on Collector Streets. The policy provisions are as follows:

Direct Staff to perform an engineering study and establish parking regulations in response to public requests for modifications to existing parking regulations on collector streets. The engineering study shall be based on the following hierarchy of principles:

1. Public safety related to adequate sight distance.
2. Aesthetics.
3. Public convenience.
4. Land use adjacent to the collector street.
 - a. Parking can be prohibited adjacent to single family residential.
 - b. Parking should be allowed adjacent to multi-family residential.
 - c. Parking should be allowed adjacent to parks and other community activity centers.
 - d. Parking should be allowed adjacent to commercial and industrial land uses.
5. Existing center turn lanes on commercial/industrial streets are to be preserved.

The streets that principle #5 applied to included Argonaut, Columbia, Brookline and Journey. On April 2, 2014, City Council approved a request to allow on-street parking along all of Argonaut, approved a similar request on November 3, 2021, on Brookline, and most recently approved a request for Columbia on May 15, 2024.

Staff has now received a request from Webb's Grainworks to make the change on Journey.

Discussion:

Journey is the last remaining street in the City where this lane configuration exists and could be modified to provide on-street parking. There have been and likely will continue to be requests for temporary street parking at both the Ice Palace and Webb's Grainworks. There are also occasional events at City Hall that require temporary street parking.

At the May 15, 2024 meeting City Council indicated the change on Journey could be approved if an applicant was willing to contribute funds similar to Compass Bible Church on Columbia. That contribution was \$5,000 towards the improvement of about 3,000 feet of street. Given the location and use, the full 3,000 feet of improvement is deemed beneficial to the church. On Journey, it is estimated only about 900 of the 3,000 feet to be improved would be beneficial to Ice Palace and Webb's. Given this proportion, staff recommends that a \$1,500 contribution would be comparable.

If this work is not approved to be completed now, staff recommends it be part of the next street improvement project currently scheduled in FY 2029-30.

Journey is wide enough to accommodate parking on both sides of the street. Areas close to intersections and driveways would be marked as no parking for safety purposes. Although staff does not foresee any problems making changes to the street, in order to

be implemented City Council must authorize work due to a conflict with principle #5, preserving existing center lanes.

Attachment:

1. Applicant Request



July 19, 2024

Shaun Pelletier
City of Aliso Viejo
12 Journey
Aliso Viejo, CA 92656

Re: Journey Street Parking

Dear Mr. Pelletier:

Webb's Grainworks respectfully request that the City of Aliso Viejo consider allowing street parking along Journey. Webb's Grainworks previously submitted a letter, dated June 5, 2024, requesting that the City Council consider granting street parking on Journey. This was in addition to a request by Compass Bible Church, for street parking on Columbia. The Council granted the Church request, but voted to continue consideration of Webb's Grainworks request for Journey. At issue was whether a financial contribution should be made by Webb's Grainworks, since a \$5,000 contribution was offered by Compass Bible Church.

The provision of street parking for Webb's Grainworks allows more convenient options for patrons during special events and on holidays. Street parking in front of Webb's Grainworks, the Ice Palace and the OC Sheriff station would provide sufficient overflow capacity. We do not believe any overflow capacity is needed, or has been requested, by property owners on either side of Journey south of the Sheriff station.

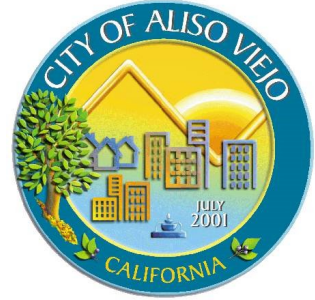
Thank you for your consideration and presenting this for consideration of the City Council. We are available to answer any questions and provide additional information if needed.

Sincerely,

Jeremy Webb
CEO
Webb's Grainworks

City of Aliso Viejo

AGENDA ITEM



DATE: October 2, 2024

TO: Honorable Mayor and City Council Members

FROM: Scott C. Smith, City Attorney
Council Ad Hoc Committee (Mayor Pro Tem Ackley and Councilmember Duncan)

SUBJECT: APPOINTMENT OF MITZI ORTIZ AS CITY MANAGER AND APPROVAL
OF CITY MANAGER EMPLOYMENT AGREEMENT

Recommended Actions:

1. That the Council appoint Mitzi Ortiz ("Ortiz") as Aliso Viejo City Manager; and
2. That the Council approve the City Manager Employment Agreement between the City and Ortiz memorializing the terms of her employment.

Fiscal Impact:

The annual base compensation provided in the City Manager Employment Agreement is \$30,000 more than Ortiz's current salary as Acting City Manager. This base compensation and benefits are contemplated in the Fiscal Year 2024-25 Budget.

Background:

The City Manager position became vacant on April 17, 2024. The City retained an outside consultant to assist with a recruitment for a new permanent City Manager. The City Council engaged in a formal and thorough competitive executive recruitment process to select a qualified candidate to fill the position of City Manager. Through that process, Ortiz was identified as the candidate most qualified and able to serve as City Manager. Ortiz has served as the Director of Government Services since 2020 and City Clerk for the City of Aliso Viejo since 2014, and has served as the Acting City Manager since April 17, 2024.

Discussion:

Following the selection of Ortiz subject to successful negotiation of the terms of employment, the City Council Ad Hoc Committee engaged in negotiations with Ortiz on the terms of her employment as City Manager. The parties reached agreement on the terms, and the City Council's Ad Hoc Committee directed the City Attorney's office to prepare an employment agreement setting forth the terms for Ortiz's employment in the

position of City Manager as provided in the attached City Manager Employment Agreement.

Ortiz has accepted the terms of employment included in the attached draft Agreement, subject to approval by the City Council.

Attachment:

1. City Manager Employment Agreement

CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into on October 2, 2024, effective on October 3, 2024 (the "Effective Date"), by and between the City of Aliso Viejo, a municipal corporation, hereinafter referred to as "City" and Mitzi Ortiz, hereinafter referred to as "Ortiz." For purposes of this Agreement, City and Ortiz may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

1. It is the desire of the City Council of the City of Aliso Viejo (hereinafter the "City") to employ an individual to serve in the position of City Manager, which position is prescribed by state law and the City's Municipal Code; and
2. The duties of the City Manager of the City are set forth in full in Title 2, Chapter 2.06 of the Aliso Viejo Municipal Code ("AVMC"), as it may from time to time be amended; and
3. Based on Ortiz's executive and administrative qualifications and ability, the City desires to employ Ortiz to serve as the City Manager for the City; and
4. It is the desire of the City to provide certain compensation and benefits, establish certain conditions of employment, and set forth working conditions of Ortiz; and
5. Ortiz desires to accept employment as the City Manager of the City of Aliso Viejo on the terms and conditions provided in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF PERFORMANCE BY THE PARTIES OF THE COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION I. EMPLOYMENT AND DUTIES

- A. City engages Ortiz as City Manager to perform the functions and duties specified in Title 2 of the AVMC as referred to in Recital 1 hereinabove and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. Ortiz agrees to perform all such functions and duties to the best of her ability and in an efficient, competent, and ethical manner.
- B. It is recognized by the Parties that the City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Ortiz shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA.

SECTION II. TERM AND EXTENSION

- A. The Term of this Agreement shall be for three (3) years, from October 3, 2024 through October 2, 2027, unless terminated in accordance with Section III and

Chapter 2.06 of the AVMC as codified on the date of termination. On June 30, 2026, and on each succeeding June 30 while the term of this Agreement is in effect, this Agreement shall be automatically extended for one additional year unless prior to such date by a majority vote of the entire City Council in attendance at any lawfully called meeting, the City declares its intention not to extend this Agreement for one additional year. Such decision shall not constitute a termination for purposes of Section III of this Agreement.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Ortiz at any time, with or without cause, subject to the provisions of III of this Agreement, and Chapter 2.06 of the AVMC as codified on the date of termination.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of Ortiz to resign at any time from her position with the City, subject only to the provisions set forth in Section III of this Agreement.
- D. Ortiz agrees to remain in the exclusive employ of the City, and shall not become employed by any other employer, until this Agreement is terminated by the City according to the provisions set forth in Section III, paragraph A, or is terminated by Ortiz in accordance with Section III, paragraph C.

SECTION III. TERMINATION AND SEVERANCE PAY

- A. Ortiz shall serve at the will and pleasure of the City Council. The City may terminate this Agreement at any time with or without cause, consistent with the procedures set forth in this Agreement and Chapter 2.06 of the AVMC, as codified on the date of termination. The City's right to terminate Ortiz shall not be subject to or in any way limited by past City practices related to the employment, discipline or termination of the City's employees. Ortiz is subject to termination at-will and is not entitled to any process, notice, or cause prior to or after termination. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law in the position of City Manager.
 - 1. Termination for Cause. The City may terminate this Agreement for cause at any time. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this Agreement, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) unauthorized absence or leave, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony, 6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) violation of the AVMC, ordinances, rules, and regulations, including but not limited to the City's Rules and

Regulations of the Personnel System and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the City, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council, and 12) gross misfeasance or gross malfeasance. The City may, in its discretion, place Ortiz on paid or unpaid administrative leave until resolution of any criminal charges brought against Ortiz. If the City terminates for cause this Agreement and the services of Ortiz hereunder, the City shall have no obligation to pay Ortiz any severance.

2. Termination by City Without Cause. City may terminate this Agreement without cause pursuant to the provisions of Chapter 2.06 of the AVMC, as codified on the date of termination.

- B.** In accordance with Section III, paragraph A.2 above, upon termination by the City, and upon Ortiz's agreement to waive all rights to further claims, remedies, or legal action against the City its officers and employees, Ortiz shall be entitled to a lump sum cash payment equal to six (6) months' annual base salary; and six (6) months' city-paid medical, dental, and vision coverage unless she finds other employment sooner than six (6) months. However, this provision is required to comply with Government Code section 53260, et seq., and therefore the maximum cash settlement that Ortiz may receive as severance shall be an amount equal to the monthly base salary multiplied by the number of months left on the unexpired term of the agreement and continuation of health benefits for the same period as the severance period. In the event Ortiz is terminated because of her conviction of any illegal act involving personal gain or is convicted of any felony or any misdemeanor involving moral turpitude (except minor traffic offenses), then, in that event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph or to provide benefits, nor will the City's decision to terminate be subject to the notice or time limits in Chapter 2.06 of the AVMC. Ortiz shall be paid for all accrued and unused annual leave balances.
- C.** If Ortiz desires to resign her position with the City, she will provide the City with at least thirty (30) days written notice. In the event Ortiz resigns her employment with the City, Ortiz shall not be entitled to any severance pay except as specified in Section III, paragraph D below. However, Ortiz shall be paid for all accrued and unused annual leave balances.
- D.** In the event at any time during the employment term the City (1) reduces the salary or other financial benefits of Ortiz in a greater percentage than an applicable across-the-board reduction for all City employees, (2) refuses, following written notice to comply with any other provision of this Agreement or Chapter 2.06 of the AVMC benefiting Ortiz, or (3) requests the resignation of Ortiz and Ortiz resigns due to that request, Ortiz will be deemed "terminated" and be eligible for the severance pay provision of this contract.

- E.** Pursuant to Government Code section 53243, et seq. which became effective on January 1, 2012, if Ortiz is convicted of a crime involving an abuse of her office or position, all of the following shall apply: (1) if Ortiz is provided with administrative leave pay pending an investigation, Ortiz shall be required to fully reimburse such amounts paid; (2) if City pays for the criminal legal defense of Ortiz (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Ortiz shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Ortiz may receive from City shall be fully reimbursed to City. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

SECTION IV. COMPENSATION

- A.** Effective October 3, 2024, City agrees to pay Ortiz an annual base salary of Two Hundred Eighty Thousand dollars (\$280,000.00) payable in installments at the same time as other employees of the City are paid.
- B.** City agrees it will conduct an annual performance review of Ortiz between May 1 and June 30 each year, subject to any extension of time by mutual agreement. The City Council and Ortiz shall jointly define such goals and performance objectives which they determine necessary for the proper operation of the City in the attainment of the City Council's policy objectives, and the City Council and Ortiz shall establish the relative priority among those various goals and objectives. The prioritized policy objectives shall be reduced to writing, thereby forming the basis of Ortiz's annual evaluation. Said goals and objectives shall be obtainable generally within the time limits as specified in the annual operating and capital budgets and appropriations approved by the City Council.
- C.** City agrees it will conduct an annual salary review in concert with an annual performance review of Ortiz between May 1 and June 30 of each year, subject to any extension of time by mutual agreement. Effective July 1, 2025, and annually thereafter, City agrees to consider whether to provide Ortiz with the same cost-of-living adjustment, if any, that is given to other exempt City employees.
- D.** Following the annual performance evaluation and the annual salary review set forth above, the City Council may increase Ortiz's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation shall be at the sole discretion of the City Council.
- E.** The City shall pay to Ortiz the sum of Five Hundred Fifty Dollars (\$550) per month as an automobile allowance and One Hundred Fifty Dollars (\$150) per month as a FasTrak transponder allowance to utilize toll roads for City-related business. Ortiz will be provided with a City paid cell phone.

- F.** City agrees to pay for comprehensive medical, optical, dental, life and long-term disability insurance for Ortiz and her dependents upon the same conditions as other employees generally. City agrees to pay for Public Employees Retirement System (“PERS”) on behalf of Ortiz at the same rate and upon the same conditions as other employees generally, which currently includes City’s payment of the PERS employee contribution. City agrees that Ortiz qualifies as a “Classic” employee (2% at 55 formula) under PERS.
- G.** City agrees to budget and to pay professional tuition, dues, subscriptions, travel and related expenses of Ortiz as determined by the City Council necessary for Ortiz’s full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement and for the good of the City. In addition, City shall reimburse Ortiz for all actual and necessary expenses incurred by her in the performance of her official duties.

SECTION V. LEAVE

- A.** Ortiz shall be entitled to accrue two hundred forty (240) hours of annual leave each year beginning October 3, 2024. Additionally, within thirty (30) days of the execution of this Agreement, City agrees to pay to Ortiz any banked but unused annual leave accrued between July 1, 2024 and the Effective Date.
- B.** All provisions of City ordinances and regulations and rules of City relating to holidays, administrative leave, retirement programs, and working conditions as they now exist or hereafter may be amended, also apply to Ortiz in the same manner as other employees of City in addition to said benefits enumerated specifically for the benefit of Ortiz, except as herein provided.

SECTION VI. OTHER TERMS AND CONDITIONS

- A.** Section 2.06.040 of the AVMC requires the City Manager must establish residence that is located within the boundaries of Orange County and south of the 55 Freeway unless the City Council approves her residence elsewhere. Execution of this Agreement shall constitute the City Council’s approval of Ortiz residency outside the boundaries of Orange County and south of the 55 Freeway.
- B.** The City shall fix any other terms and conditions of employment, as it may determine from time to time, relating to performance of Ortiz, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Chapter 2.06 of the AVMC, or any other applicable laws.

SECTION VII. GENERAL PROVISIONS

- A.** The text herein shall constitute the entire agreement between the parties.
- B.** This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Ortiz.

- C. This Agreement may be amended only in writing by mutual agreement of the City and Ortiz.
- D. Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees.
- E. City shall indemnify and pay the cost of defending Ortiz for any tort, professional liability claim or other legal action, whether groundless or otherwise, arising out of the scope of Ortiz's duties.
- F. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by its Mayor and approved as to form by its City Attorney and Ortiz has signed and executed this agreement, both in duplicate, as of the date first written above.

CITY:

By: _____
Mike Munzing, Mayor

Ortiz:

By: _____
Mitzi Ortiz

Approved as to Form:

By: _____
Scott C. Smith, City Attorney