MAYOR JOYCE AHN
VICE MAYOR CONNOR TRAUT
COUNCIL MEMBER CARLOS FRANCO
COUNCIL MEMBER LAMIYA HOQUE
COUNCIL MEMBER SUSAN SONNE

Tuesday, July 8, 2025, 5:00 PM
COUNCIL CHAMBER
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA

5:00 p.m.
PUBLIC HEARINGS AT 6:00 P.M.

1. GENERAL

1.A. CALL TO ORDER

1.B. ROLL CALL

1.C. INVOCATION

— Gerardo Arenado, OCFA Battalion Chaplain

1.D. PLEDGE OF ALLEGIANCE

— Rosemary Nielsen, Homeless Outreach Supervisor

1.E. CITY MANAGER REPORT

— Aaron France, City Manager

2. PRESENTATIONS

2.A. PRESENTATION OF THE 2025 MYRNA HOLMQUIST COMMUNICATIONS SCHOLARSHIPS TO JILLIAN PENAREDONA AND NATALIE STARK

3. ORAL COMMUNICATIONS

3.A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any item on the Regular Meeting Agenda. Public comments are limited to no more than three minutes each. Those wishing to speak in-person are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

4. CONSENT CALENDAR

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

4.A. APPROVAL OF MINUTES

— Recommended Action: Approval of Minutes of the Special and Regular City Council Meetings of June 10, 2025.

4.B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving Claims and Demands.

4.C. CONTRACTS WITH BIG BEN ENGINEERING INC., G&A NELOS CONSTRUCTION, INC., MIKE PRLICH AND SONS, INC., AND W.A. RASIC CONSTRUCTION FOR ON-CALL EMERGENCY WATER REPAIR SERVICES

— Recommended Action: 1) Approve a contract with Big Ben Engineering, Inc., to provide on-call emergency water repair services without a guaranteed minimum and a not-to-exceed amount of $300,000; 2) Approve a contract with G&A Nelos Construction, Inc., to provide on-call emergency water repair services without a guaranteed minimum and a not-to-exceed amount of $300,000; 3) Approve a contract with Mike Prlich and Sons, Inc., to provide on-call emergency water repair services without a guaranteed minimum and a not-to-exceed amount of $300,000; 4) Approve a contract with W.A. Rasic Construction to provide on-call emergency water repair services without a guaranteed minimum and a not-to-exceed amount of $300,000; 5) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contracts; and, 6) Authorize the City Manager and City Clerk to execute the contracts.

5. NEW BUSINESS

5.A. AGREEMENT WITH SOUTHEAST AREA ANIMAL CONTROL AGENCY (SEAACA) FOR ANIMAL CONTROL SERVICES FOR FY 2025-26

— Recommended Action: 1) Approve an agreement with the Southeast Area Animal Control Authority (SEAACA) for animal control services for FY 2025-2026; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Approve a budget amendment in the amount of $171, 200 from the undesignated General Fund balance for this purpose.

5.B. REORGANIZATION PLAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT'S CODE ENFORCEMENT DIVISION AND ECONOMIC DEVELOPMENT DIVISION, AND RESOLUTION AMENDING THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS (TOPs) ASSOCIATION COMPENSATION PLAN TO ADD THE SENIOR CODE ENFORCEMENT OFFICER AND HOUSING SPECIALIST CLASSIFICATIONS

— Recommended Action: 1) Approve the new job classification specification of Senior Code Enforcement Officer and revised job classification specification of Housing Specialist; 2) Adopt a Resolution amending the Buena Park Technical, Office, and Professionals (TOPs) Association Compensation Plan to add the Senior Code Enforcement Officer and Housing Specialist job classifications and salary ranges; and, 3) Approve a budget amendment in the amount of $22,000 from the CDBG contractual services account to fund this position.

5.C. RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK CITY EMPLOYEES' ASSOCIATION (BPCEA)

— Recommended Action: 1) Adopt a resolution approving a successor Memorandum of Understanding (MOU) between the City of Buena Park and the Buena Park City Employees’ Association; and 2) Approve a budget amendment in the amount of $775,400 from the undesignated General Fund balance for this purpose.

5.D. RESOLUTION AMENDING AND RESTATING AN ADOPTED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION (TOPs) IMPLEMENTING A PARITY CLAUSE PROVISION

— Recommended Action: 1) Adopt a resolution amending and restating a successor Memorandum of Understanding (MOU) between the City of Buena Park and the Buena Park Technical, Office and Professionals Association (TOPs) implementing the recently adopted parity clause provision of the agreement; and 2) Approve a budget amendment in the amount of $120,000 from the undesignated General Fund balance for this purpose.

5.E. RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK POLICE ASSOCIATION (BPPA)

— Recommended Action: 1) Adopt a resolution approving a successor Memorandum of Understanding (MOU) between the City of Buena Park and the Buena Park Police Association (BPPA); and 2) Approve a budget amendment in the amount of $4,595,200 from the undesignated General Fund balance for this purpose.

5.F. AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BUENA PARK AND CITY MANAGER AARON FRANCE

— Recommended Action: 1) Approve an amended and restated employment agreement between the City of Buena Park and City Manager Aaron France; and 2) Authorize the Mayor and City Clerk to execute the agreement.

5.G. SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING SECTION 2.04.030 OF THE BUENA PARK MUNICIPAL CODE PERTAINING TO SALARIES FOR CITY COUNCIL MEMBERS

— Recommended Action: 1) Second reading and adoption of an ordinance amending Buena Park Municipal Code Section 2.04.030 to increase salaries for City Council Members.

5.H. RESOLUTION TO APPROVE A PUBLICLY AVAILABLE SALARY SCHEDULE

— Recommended Action: 1) Adopt a resolution approving a publicly available pay schedule.

6. PUBLIC HEARING

No Public Hearing Items

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7.A. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8. RECESS

8.A. RECESS

9. STUDY SESSION

9.A. DISCUSS AND PROVIDE DIRECTION ON THE DEVELOPMENT OF AN ARTS AND CULTURE MASTER PLAN

9.B. DISCUSS AND PROVIDE DIRECTION REGARDING THE SISTER CITY PROGRAM WITH SEONGBUK-GU AND FRIENDSHIP CITY RELATIONSHIP WITH ANSAN CITY, SOUTH KOREA

9.C. DISCUSS AND PROVIDE DIRECTION REGARDING THE IMPLEMENTATION OF A PILOT BUSINESS VISITATION AND OUTREACH PROGRAM

10. CITY MANAGER REPORT

10.A. CITY MANAGER REPORT

11. COMMISSION & COMMITTEE UPDATES

11.A. COMMISSION & COMMITTEE UPDATES

12. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body. In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Korean or Spanish please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의제 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스패니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Jimenez, MMC
Director of Government and Community Relations
City Clerk

Date Posted: July 2, 2025

July 8, 2025
CONSENT CALENDAR
Item No. 4A.

City Council Agenda Report

APPROVAL OF MINUTES

PREPARED BY	PRESENTED BY
Anna Almquist, Assistant City Clerk	Anna Almquist, Assistant City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria Jimenez, Director of Government & Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approval of Minutes of the Special and Regular City Council Meetings of June 10, 2025.

Attachments

2025-06-10 CC 330PM.pdf
2025-06-10 CC M 5PM.pdf

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD JUNE 10, 2025

Vol. 54 Pg. 203

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, June 10, 2025, at 3:30 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Ahn presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Franco, Hoque, Sonne, Traut, Ahn
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Eddie Fenton, Assistant City Manager/Director of Human Resources.

2A. ORAL COMMUNICATIONS

Mayor Ahn announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being none, Mayor Ahn closed oral communications.

3. CLOSED SESSION

Mayor Ahn stated the need for a closed session as scheduled and ordered the meeting into closed session.

3A. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Gov. Code Section 54957.6; Agency Negotiator: Eddie Fenton, Assistant City Manager/Director of Human Resources; Employee Organization: Buena Park City Employees' Association; Buena Park Technical, Office, and Professionals Association; Buena Park Management Unit; Buena Park Police Association; Buena Park Police Management Association; and, Buena Park Unrepresented Employees

RECESS/RECOVENE

Mayor Ahn recessed the meeting at 4:41 p.m. and announced the meeting would reconvene after the regular meeting to discuss Item No. 3A.

Mayor Ahn reconvened the meeting in open session at 8:27 p.m. and immediately recessed to Closed Session for Item No. 3A.

Mayor Ahn reconvened the meeting in open session and City Attorney Cardinale announced that no reportable action was taken for Item No. 3A.

ADJOURNMENT

There being no further business, Mayor Ahn adjourned the meeting at 10:34 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK
HELD JUNE 10, 2025

Vol. 54 Pg. 142

1. GENERAL

The City Council met in a regular session on Tuesday, June 10, 2025, at 5:00 p.m. in the City Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Ahn presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Franco, Hoque, Sonne, Traut, Ahn
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. INVOCATION

The Invocation was led by Rabbi Lawrence Goldmark.

1D. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jessica Fewer, Senior Management Analyst.

1E. CITY MANAGER REPORT

City Manager France reported the following:

- Summer Dive-In Movies, starting June 12, 2025, 8:00 p.m., at Peak Park Pool.
- Buena Park Youth Theatre and City of Buena Park Production of The Little Mermaid, June 13 -15 and 20-22, 2025, 2:00 p.m. and 7:00 p.m. showings, at Buena Park High School Performing Arts Center.
- Juneteenth Celebration of Freedom, June 19, 2025, 6:00 p.m. – 9:00 p.m., at Boisseranc Park. The event will be comprised of a performance by Biscuits and Gravy, various food trucks, and night swimming.
- Movies Under the Stars, starting June 26, 2025, at Larwin Park. Movies will be played at different City parks throughout the summer.
- Artist Dipali Shai's artwork will be showcased in the Council Chamber for the month of June.

2. PRESENTATIONS

2A. PROCLAMATION RECOGNIZING MAY THROUGH AUGUST 2025 AS DROWNING PREVENTION AND AWARENESS SEASON

Council Member Sonne presented a Proclamation recognizing May through August 2025 as Drowning Prevention and Awareness Season to OCFA Battalion Chief Perez.

2B. PROCLAMATION RECOGNIZING MID-SUMMER THROUGH EARLY AUTUMN 2025 AS WILDFIRE AWARENESS AND PREVENTION SEASON

Council Member Franco presented a Proclamation recognizing mid-summer through early Autumn 2025 as Wildfire Awareness and Prevention Season to OCFA OCFA Battalion Chief Perez.

2C. EMPLOYEE SERVICES AWARDS

Vice Mayor Traut presented a certificate recognizing Buena Park Police Officer Kristine Vu for her 15 years of service with the City of Buena Park and the Buena Park Police Department.

2D. GROUNDSWELL 2024 ANNUAL REPORT

Mayor Ahn announced that the presentation will be rescheduled to another date.

2E. UPDATE FROM THE ASSOCIATION OF CALIFORNIA CITIES – ORANGE COUNTY (ACC-OC)

Association of California Cities – Orange County (ACC-OC) Executive Director Kris Murray provided a presentation regarding ACC-OC's purpose; its affiliate members; education opportunities to empower local leadership; and, policies and advocacies. Ms. Murray also discussed the issue areas ACC-OC will be tackling in the coming future, and informed the community on ways to get in touch with the association. Lastly, Ms. Murray extended an invitation to the City Council regarding upcoming events hosted by ACC-OC that will be held in July, August and October as well as the Golden Hub of Innovation Awards Ceremony that will be held on June 11, 2025.

3A. ORAL COMMUNICATIONS

Mayor Ahn announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council.

Janet Hana, Buena Park resident, spoke regarding the noise and trash nuisance caused by individuals and groups that visit Heroes Park in the summer.

Carlos Rubio, Teamsters Local 911 President, introduced himself and spoke regarding the Public Works field staff's work in maintaining the quality of life in Buena Park and stated they hope to reach a collective bargaining agreement with the City soon.

There being no additional requests to speak, Mayor Ahn closed oral communications.

4. CONSENT CALENDAR (4A – 4L)

Mayor Ahn announced that Consent Calendar Item Nos. 4A through 4L would be acted upon by one motion affirming the actions as recommended on the agenda and agenda bills submitted and inquired if anyone present desired to have any item removed for separate consideration. There being no additional requests for separate consideration, the following action was taken on Item Nos. 4A – 4L:

MOTION: Sonne
SECOND: Ahn
AYES: Sonne, Ahn, Franco, Hoque, Traut
NOES: None

MOTION CARRIED that all actions recommended on Consent Calendar Item Nos. 4A – 4L be approved.

Minutes

4A. APPROVAL OF MINUTES
Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of May 27, 2025.

APPROVED the recommended action.

Finance 75
4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS
Recommended Action: Adopt Resolutions approving Claims and Demands.

ADOPTED the following titled resolutions:

RESOLUTION NO. 14985
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $2,015,572.30 DEMAND NOS. 430582 THROUGH 430806 CANCELLED NOS. 430045, 430151, AND 430505

RESOLUTION NO. 14986
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,079,042.69 COVERING REGULAR PAYROLL ENDING MAY 23, 2025

Proclamations 119
4C. PROCLAMATION RECOGNIZING JUNE 19, 2025, AS JUNETEENTH
Recommended Action: Approve proclamation.

APPROVED the recommended action.

Proclamations 119
4D. PROCLAMATION RECOGNIZING MAY THROUGH AUGUST 2025 AS DROWNING PREVENTION AND AWARENESS SEASON
Recommended Action: Approve proclamation.

APPROVED the recommended action.

Proclamations 119
4E. PROCLAMATION RECOGNIZING MID-SUMMER THROUGH EARLY AUTUMN 2025 AS WILDFIRE AWARENESS AND PREVENTION SEASON
Recommended Action: Approve proclamation.

APPROVED the recommended action.

Contracts 70 C-3555 Budgets 47 Human Resources 89
4F. PROFESSIONAL SERVICES AGREEMENT WITH WORKCARE, INC. (WELLNESS SOLUTIONS) FOR A CITY EMPLOYEE COMPREHENSIVE WELLNESS PROGRAM
To approve an agreement with Workcare Inc., to provide a wellness program for the Police Department and City employees. The program will enhance officer and employee wellness and resilience by providing employee health resources.

Recommended Action: 1) Approve an agreement with Workcare Inc., to provide a comprehensive wellness program for all Buena Park Police Department and City employees; 2) Authorize a budget amendment in the amount of $76,000; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 4) Authorize the City Manager and City Clerk to execute the agreement in the amount of $184,610.

APPROVED the recommended action.

Transportation 148
4G. APPROVAL OF THE 2025-2026 MEASURE M2 SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM AND RESOLUTIONS ON CIRCULATION ELEMENT & MITIGATION FEE PROGRAM
Recommended Action: 1) Approve the Measure M2 Seven-Year Capital Improvement Program (CIP); 2) Adopt a resolution concerning the status and update of the Circulation Element and Mitigation Fee Program for the Measure M (M2) Program; 3) Authorize the City Clerk to certify the Resolution adoption; and, 4) Authorize staff to submit the necessary documentation to the Orange County Transportation Authority (OCTA).

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14987
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM

Transportation 148 Budgets 47

4H. RESOLUTION DESIGNATING PROJECTS TO SUBMIT TO THE CALIFORNIA TRANSPORTATION COMMISSION (CTC) FOR FUNDING UNDER THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) AND INCORPORATING THE DESIGNATED PROJECTS INTO THE FISCAL YEAR 2025- 2026 CAPITAL IMPROVEMENT PROGRAM BUDGET
Recommended Action: 1) Adopt a resolution designating projects to submit to the California Transportation Commission (CTC) for funding under the Road Maintenance and Rehabilitation Account (RMRA) and incorporating the designated projects into the 2025-2026 Fiscal Year Capital Improvement Program budget; and, 2) Approve a budget amendment in the amount of $2,209,426 appropriating funds for the designated projects.

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14988
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 TO SUBMIT TO THE CALIFORNIA TRANSPORTATION COMMISSION

Budgets 47

4I. RESOLUTION ADOPTING AND APPROVING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-26
Recommended Action: Adopt a resolution approving the annual appropriations limit for Fiscal Year 2025-26.

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14989
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-26

Records Retention 171

4J. RESOLUTION UPDATING THE CITYWIDE RECORDS RETENTION SCHEDULE
Recommended Action: 1) Adopt the resolution updating the Citywide Records Retention Schedule.

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14990
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, UPDATING THE CITYWIDE RECORDS RETENTION SCHEDULE

Parcel Maps 14.3

4K. APPROVAL OF PARCEL MAP NO. 2023-117 FOR 6245 AUTO CENTER DRIVE
Recommended Action: 1) Approve Parcel Map No. 2023-114 at 6245 Auto Center Drive; and, 2) Authorize the City Engineer and City Clerk to execute the parcel map.

APPROVED the recommended action.

Parcel Maps 14.3

4L. APPROVAL OF PARCEL MAP NO. 2021-193 FOR 6644 GRAMERCY STREET
Recommended Action: 1) Approve Parcel Map No. 2021-193 for 6644 Gramercy Street; and, 2) Authorize the City Engineer and City Clerk to execute the parcel map.

APPROVED the recommended action.

END OF CONSENT CALENDAR

5. NEW BUSINESS (5A – 5C)

Contracts 70 C-3612 Public Works Proj. 125 PW-982

5A. PROFESSIONAL SERVICES AGREEMENT WITH ONWARD ENGINEERING FOR THE SCE CORRIDOR TRAIL IMPROVEMENTS PHASE III PLANS (SILVERADO TRAIL), SPECIFICATIONS AND ESTIMATE
Recommended Action: 1) Approve a Professional Services Agreement with Onward Engineering in the amount of $172,258 for design services for the SCE Corridor Trail Improvements Phase III Project; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

Assistant Engineer Esparza-Almaraz provided a report regarding the approval of Professional Services Agreement with Onward Engineering for design services for the SCE Corridor Trail Improvements Phase III Project. The City of Buena Park currently has two existing segments as part of the SCE Corridor Trail also known as Silverado Trail. The next planned segment, Phase III, will be located between Knott Avenue and El Monte Drive, and will feature design elements consistent with the previous phases to maintain aesthetic continuity. Assistant Engineer Esparza-Almaraz indicated that the scope of work for this project includes, but is not limited to, clearing and grubbing; grading; proposed trail alignment and design; landscaping; irrigation adjustments; directional signage; removal and replacement of broken curbs and gutters, cross gutters, sidewalks, ADA ramps; driveway approaches; utility adjustments; coordination with SCE; and, other incidentals necessary to complete the project. The design phase is scheduled to begin on June 2025 and completed by October 2025. Staff issued a Request for Proposals (RFP) to retain a consultant to provide professional services for the project on April 8, 2025, and received two (2) proposals on April 28, 2025. Following the evaluation, staff determined that Onward Engineering is the most qualified firm based on their understanding of the scope of work, project schedule, cost-effectiveness, and relevant experience, and has successfully delivered similar design projects for other agencies, including the Adams Avenue Active Transportation Improvements – Multipurpose Trails for the City of Costa Mesa, and the Arden Drive Zone 3 Street and Bike Lane Improvements Project for the City of El Monte. It was recommended that the City Council award the agreement with Onward Engineering for professional design services, including preparation of plans, specifications, cost estimates, and construction support.

MOTION: Sonne
SECOND: Traut
AYES: Sonne, Traut, Franco, Hoque, Ahn
NOES: None

MOTION CARRIED to approve the recommended action.

City Council 55 Policies 186

5B. APPROVAL OF THE CITY OF BUENA PARK'S SPEED CUSHION TRAFFIC CALMING PROGRAM AND POLICY NO. 53
Recommended Action: 1) Approve the Speed Cushion Traffic Calming Program; and, 2) Approve the associated City Council Policy Statement No. 53.

Senior Engineering Technician Wray provided a report regarding the proposed City of Buena Park's Speed Cushion Traffic Calming Program and Policy No. 53. The Policy establishes a comprehensive framework for identifying, designing, implementing, and possibly removing speed cushions on residential streets in Buena Park. Its primary objective is to enhance neighborhood safety and overall quality of life by mitigating excessive vehicle speeds, while also considering community feedback and the effective allocation of City resources. City staff contacted several cities across Orange County and other regions that have implemented similar programs. Therefore, many elements in Buena Park's Policy are derived from the most successful and efficient approaches observed in other jurisdictions. Senior Engineering Technician Wray indicated that staff conducted in-person evaluations by driving streets with installed speed cushions to assess real-world conditions, and discussed the various key elements incorporated in the Policy from the said evaluation. The Policy balances effective traffic calming with community involvement and City resource management. It provides a structured approach to addressing neighborhood speeding concerns through speed cushions, while also allowing for their removal if community consensus changes. It was recommended that the City Council approve the Speed Cushion Traffic Calming Program, and the associated City Council Policy Statement No. 53.

The City Council asked about placing a temporary speed cushion to test out its effectiveness in mitigating speeding on residential streets in Buena Park prior to actual installation; use of speed humps as the last option under the Traffic Calming Program; and, requirement in requesting for a speed cushion to be installed in an area.

Senior Engineering Technician Wray discussed the use of and difference between pavement and rubberized bolt-down types of speed cushions. The cost is not significantly different but the rubberized bolt-down type is easier and cheaper to remove. Moreover, speed humps would only be installed after other measures have been tried and found to not be successful. The process is to be initiated by homeowners and staff will provide assistance as it pertains to policy outline, information, and forms necessary to proceed with the petition. Senior Engineering Technician Wray also explained staff's procedure after receipt of a petition. This involves investigating traffic counts and actual speeds on the subject street, and assessing the need for a speed limit sign, speed limit markings, or striping. Lastly, it was noted that a street with a grade exceeding five percent would likely not be eligible for a speed cushion installation due to physical restrictions.

MOTION: Sonne
SECOND: Ahn
AYES: Sonne, Ahn, Franco, Hoque, Traut
NOES: None

MOTION CARRIED to approve the recommended action.

Admin. Svcs. 112

5C. RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION (TOPs)
Recommended Action: 1) Adopt a resolution approving a successor Memorandum of Understanding (MOU) between the City of Buena Park and the Buena Park Technical, Office and Professionals Association (TOPs).

Assistant City Manager/Director of Human Resources Fenton provided a report regarding the adoption of a Memorandum of Understanding (MOU) between the City of Buena Park and the Buena Park Technical, Office, and Professionals Association (TOPs). Assistant City Manager/Director of Human Resources Fenton indicated the City and TOPs representatives have been meeting since March 2025 to develop a successor MOU as its current labor contract is set to expire on July 4, 2025. In an effort to continue positive labor relations and recognizing the value of having labor stability with employment contracts for two years with TOPs, the City and TOPs agreed upon a five percent (5%) cost of living adjustment each year, and increases towards medical insurance contributions. Assistant City Manager/Director of Human Resources Fenton also discussed a summary of the significant changes to the successor MOU. As a result of the positive negotiations, a tentative agreement has been reached on a successor Memorandum of Understanding (MOU) and was ratified by the TOPs members. It was recommended that the City Council adopt the proposed Resolution approving a successor Memorandum of Understanding (MOU) between the City of Buena Park and the Buena Park Technical, Office and Professionals Association (TOPs).

MOTION: Traut
SECOND: Sonne
AYES: Traut, Sonne, Franco, Hoque, Ahn
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14991
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION EFFECTIVE JULY 5, 2025, AND SUPERSEDING RESOLUTION NO. 14863

6. PUBLIC HEARING

No Public Hearing items.

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. REPORT

Council Member Hoque announced that she will be hosting a Town Hall meeting on June 18, 2025, 6:00 p.m., at San Marino Elementary School.

Council Member Sonne reported the following:
- May 29 AANHPI Heritage Month Honoree Recognition – Mayor Joyce Ahn
- May 30 Briefing with OCPA CEO Joe Mosca
- June 5 OCPA Legislative and Regulatory Committee Meeting
- June 6 Briefing with OCPA CEO Joe Mosca
- June 6 OCPA Board Chair and CAC Chair Monthly Meeting
- June 9 OCPA Board Meeting

Council Member Franco requested the use of the electronic billboards by the 5 and 91 freeways to advertise for BP Koreatown.

Vice Mayor Traut reported the following:
- May 30 Rally Supporting Workers at West Anaheim Medical Center
- May 31 20th Annual Orange County Conditions of Children Forum
- May 31 Beekeeping 101 Class
- June 1 Raising of the Pride Flag at City Hall
- June 5 SCAG Energy and Environment Committee Meeting

Vice Mayor Traut expressed his distraught of the recent major incidents that have impacted the broader Los Angeles County and Orange County communities, and encouraged the community to know their rights to peacefully protest and have their voices heard through legislative advocacy. Moreover, Vice Mayor Traut congratulated his wife Cheyenne Traut on her three years of service as a Buena Park Library Board Trustee, including a term as Board President. Mrs. Traut decided to step down from her role as Board Trustee due to changes in her doctoral program and academic schedule.

Mayor Ahn reported the following:
- May 28 OC Sanitation District Board Meeting
- May 29 AANHPI Heritage Month Honoree Recognition – Mayor Joyce Ahn
- June 4 OC Sanitation District Operations Committee Board Meeting
- June 5 NOCC South Korea B2B Matchmaking Event
- June 6 City of Hope OC Hospital Key Ceremony and Survivorship Celebration

Mayor Ahn announced that she will be hosting a Town Hall meeting on June 25, 2025, 6:00 p.m., at Beaty Middle School. Also, Mayor Ahn calendared an update from Visit Buena Park.

8. RECESS/RECONVENE

The City Council did not recess.

9. STUDY SESSION (9A – 9C)

9A. DISCUSS AND PROVIDE DIRECTION ON PROPOSED IMPROVEMENTS IN THE VICINITY OF SAN MARINO ELEMENTARY SCHOOL

Assistant City Engineer Arabolu provided a report regarding the proposed improvements in the vicinity of San Marino Elementary School. Staff evaluated traffic safety improvements near San Marino School, specifically the northwest corner of the intersection of San Rio Drive at San Rolando Way, which serve as access routes to the campus. Assistant City Engineer Arabolu explained the existing conditions at San Rolando Way and San Rio Drive and that staff conducted field reviews, collected traffic data, and reviewed the accident history on the said intersection. A summary of the data collected was presented to determine whether the assignment of an adult school crossing guard is warranted. The observed counts were found to not satisfy the minimum thresholds for either pedestrian volume or conflicting vehicular traffic, and neither approach at the intersection is a four-lane undivided roadway, as required for a STOP-controlled crossing guard warrant. Therefore, the intersection did not meet the necessary requirements for the assignment of an adult school crossing guard. Assistant City Engineer Arabolu indicated that staff also conducted a comprehensive review of the existing traffic controls and observed traffic patterns entering and exiting the school driveway located on San Rolando Way; and, discussed the three proposed enhancements adjacent to San Marino Elementary School. Nevertheless, additional improvements will be performed on San Rio Drive and Crescent Avenue Frontage Road but these improvements have not been included in the plan presented to the City Council. Staff discussed the recommendations during an in-person meeting with San Marino Elementary School staff, who expressed agreement with the observations and supported the proposed improvements.

Council Member Hoque expressed interest in incorporating art in crosswalks, and suggested the Cultural Engagement Commission’s involvement in setting guidelines for acceptable crosswalk designs.

Vice Mayor Traut asked about additional safety enhancements that could be placed along the sidewalk.

Assistant City Engineer Arabolu stated that staff recommended improvements on the drop off and pick up areas to the principal of San Marino Elementary School and received support to the proposed improvements. Additionally, it was also discussed that staff will ensure that homeowners are notified regarding the implementation of a dedicated right-turn pocket for vehicles exiting San Rolando Way.

Following the discussion, the City Council directed staff to proceed with the installation of an additional crosswalk; update of the existing school signage and pavement markings; and implement a dedicated right-turn pocket. The City Council also instructed the Cultural Engagement Commission to review and provide recommendations to the City Council regarding the guidelines for acceptable crosswalk designs.

9B. DISCUSS AND PROVIDE DIRECTION REGARDING THE MICROGRID INCENTIVE PROGRAM GRANT APPLICATION SUBMISSION

Senior Management Analyst Fewer provided a report regarding the Microgrid Incentive Program (MIP) grant application submission. Senate Bill 1339 (SB 1339), enacted in 2018, directed the California Public Utilities Commission (CPUC) and the California Independent System Operator (CASIO) to develop policies related to microgrids throughout California. In April 2023, the CPUC approved a new Microgrid Incentive Program (MIP) to be administered by investor-owned utilities such as Southern California Edison (SCE) within disadvantaged and vulnerable communities (DVCs). This competitive grant program aims to provide $200 million ($91.34 Million to SCE customers) in funding to communities that could potentially be affected by power outages; advance power critical services like fire stations, hospitals, etc.; advance climate resiliency technology; provide reliable energy to disadvantaged populations; and inform future clean energy initiatives. Senior Management Analyst Fewer discussed the MIP Project requirements and the three categories of qualifications that must be met for grant award. Buena Park staff met with a representative from Clean Coalition to discuss a potential Buena Park microgrid project which would include all buildings at the Civic Center such as the Police Department, City Hall and Community Center, and potentially have Clean Coalition apply for the grant on the City's behalf. The Buena Park microgrid project was found to meet the first three requirements except the criterion to be able to sustain emergency operations for at least 24 hours. The City reached out to the Investment Grade Audit (IGA) consultant, NV5 Consultants, to see if it would be feasible to install enough solar and Battery Energy Storage Systems (BESS) to provide power to the Police Department, City Hall, and Community Center for the minimum 24-hour period. NV5 determined that the only way to meet the 24-hour threshold is to maximize solar on the site and include two battery energy storage systems (BESS). The City advised Clean Coalition that the project does not appear to be viable based on information available at the time, yet Clean Coalition proceeded with submitting an Initial Resilience Consultation Request Form prior to the April 30, 2025 deadline. Clean Coalition is requesting $15,000 upfront for preparing and submitting the grant application then $10,000 after the grant is awarded. Staff sought City Council direction on whether or not to move forward with a MIP grant application and, to pay Clean Coalition up front for grant writing services.

The City Council asked about the intent of the CPUC Microgrid Incentive Program (MIP); requirement of the installation of the front of meter battery system; impact of moving forward with the MIP to the NORESCO, LLC project; containing thermal runaway events; timeline to make a final decision to submit a full application; staff’s recommendation on the MIP project; and, use of solar power to charge the battery or to sell back to the grid. Additionally, the City Council spoke about the inappropriateness of Clean Coalition’s decision to submit the application without the City’s consent; conflicting information from NV5 and Clean Coalition which discourages the City Council to make a well-informed decision; and, directing staff to return with information in response to the City Council’s questions and concerns at a City Council meeting by the second meeting in July.

Craig Lewis, Clean Coalition Founder and Executive Director, explained that the intention of the Microgrid Incentive Program is to cover a grid area with multiple critical community facilities in it; and the purpose of installing the battery system in front of the meter to allow the battery to serve the entire grid area being targeted. Mr. Lewis also discussed the timeline following Clean Coalition’s submittal of the preliminary application. The next steps include resilience consultation, technical consultation, submission of the full application, SCE’s determination of eligibility, and award of implementation funds.

City Manager France indicated that the installation of solar at the Civic Center will be utilized to credit the City energy generated on the grid through the Net Energy Meter 2 (NEM2) program. Staff is still deciding whether the solar project is suitable under the ESCO program, and is awaiting for the completion of 90% of the plans done through NORESCO. This would then determine if it would power up the batteries for the Microgrid Incentive Program or provide the City credit through the grid. As for preventing thermal runaway events, staff will research safety measures appropriate to safeguard the batteries and its storage. Staff reiterated that the submission of the full application is anticipated to be in a few months which would require a monetary commitment, and sought City Council direction on whether or not to proceed. City Manager France also discussed the potential construction of a parking structure to accommodate the growing number of City and PD employees. Therefore, could affect the proposed project area and would require removal of solar panels.

Director of Public Works/City Engineer Mikhael stated that the City is exploring options, with help from NORESCO, about the economic benefit of solar, solar and battery, or neither program to the City.

Council Member Sonne explained that there has been design requirements and regulations put in place to reduce and eliminate incidents caused by battery fires.

Senior Management Analyst Fewer explained the solar power will charge the batteries for the MIP project on a consistent basis. The third-party that will be involved will then take the power and draw either down by the grid or by the solar power then sell it back to a provider such as OCPA in the case of Buena Park.

James Carver, Buena Park resident, spoke regarding his concerns on the project and provided his expert advice on preventing a potential fire incident caused by the battery system.

Following the discussion, the City Council directed staff to return with information in response to the City Council’s questions and concerns by the second City Council meeting in July.

9C. DISCUSS AND PROVIDE DIRECTION ON THE USE OF THE WILLIAM PEAK PARK CLUBHOUSE BY THE FRIENDLY CENTER FOR FOOD DISTRIBUTION AND NUTRITION PROGRAMS

Community Services Supervisor Sauceda provided a report regarding the use of the William Peak Park Clubhouse by the Friendly Center for food distribution and nutrition programs. The William Peak Park Clubhouse is currently underutilized and could serve as an ideal location for expanded community outreach. A partnership with the Friendly Center could allow the facility to be more effectively used in alignment with one of the City's goals of promoting community health and well-being, especially the underserved populations. The proposed plan would allow the Friendly Center operate the "Friendly Mart" in the clubhouse, replacing the current food distribution program held at the Community Center. The Friendly Mart offers an inviting and innovative grocery shopping experience for individuals in an appointment-only basis. The Friendly Center will be fully responsible for the operations of the Friendly Mart, including staffing, supplies, and program delivery, while the City will maintain oversight of the facility to ensure compliance with operational standards and community needs. Community Services Supervisor Sauceda emphasized that the proposal does not replace the operation of the Friendly Center's emergency food assistance program and will remain at the Family Resource Center in the lower level of the Buena Park Community Center. In addition, the City will continue to utilize the clubhouse for the annual Silverado Days festival held each October. Some necessary repairs to the clubhouse need to be completed prior to use by the Friendly Center. These include the replacement of window coverings, upgrades of electrical system for refrigeration units, painting of interior walls and overall cleaning of the facility. The costs could be absorbed by the existing Public Works building maintenance budget. The anticipated start date is July 1, 2025, if approved by the City Council. Staff sought City Council direction to draft an amendment to the existing agreement with the Friendly Center to include the use of the William Peak Park Clubhouse. The amended agreement will be presented to the City Council for formal consideration at a future meeting.

The City Council spoke in support of the use of the William Peak Park Clubhouse by the Friendly Center for food distribution and nutrition programs and the benefit of implementing the Friendly Mart to members of the Buena Park community.

Council Member Franco asked about the security measures that will be put in place at the William Peak Park Clubhouse.

Kenia Hernandez Cueto, Ph.D., Friendly Center President/CEO, discussed the security measures that will be put in place at the Buena Park Friendly Mart location similar to that of the one in the City of Orange.

City Manager France indicated that security cameras have been installed at William Peak Park. However, the visibility may not reach the Clubhouse. Staff will install one that would focus more on the Clubhouse.

Following the discussion, the City Council directed staff to collaborate with the City Attorney's Office to draft an amendment to the existing agreement with the Friendly Center to include the use of the William Peak Park Clubhouse, and return with the amendment to the City Council for formal consideration at a future meeting.

10. CITY MANAGER REPORT

City Manager France reported the following:

- District 4 Town Hall Meeting, June 18, 2025, 6:00 – 8:00 p.m., at San Marino Elementary School.
- District 1 Town Hall Meeting, June 25, 2025, 6:00 – 8:00 p.m., at Beaty Middle School.
- District 3 Town Hall Meeting, July 15, 2025, 6:00 – 8:00 p.m., at Ehlers Event Center.
- District 5 and District 2 Town Hall Meetings are to be determined.

11. COMMISSION & COMMITTEE UPDATES

Director of Government and Community Relations/City Clerk Jimenez had nothing to report.

12. ADJOURNMENT

There being no further business, Mayor Ahn adjourned the meeting at 8:26 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

July 8, 2025
CONSENT CALENDAR
Item No. 4B.

City Council Agenda Report

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Sung Hyun. Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

Attachments

Claims 431014-431263 reso.pdf
Claims 431014-431263 att1of2 resolist.pdf
Claims 431014-431263 att2of2 voids.pdf
Claims PR062725 reso.pdf
Claims PR062725 att1of1 resolist.pdf

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $5,566,956.70 DEMAND NOS., 431014 THROUGH 431263 CANCELLED NO 429246 VOIDS SEE ATTACHED LIST

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: That claims and demands Nos.431014 through 431263 the sum of $5,566,956.70 set forth on the 21-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025

_____
City Clerk

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250605 00:00:00.000' and '20250619 00:00:00.000'
ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	429246 V	02/26/25	10004247	A T & T MOBILITY	731150	996095853X02172025	0.00	-313.21
1011	431014	06/17/25	10005077	JAVIER GOMEZ	731150	CFORM/WEB APP/FINAL	0.00	400.00
1011	431015	06/17/25	10003451	A T & T	650302	25082912039566 JUNE25	0.00	125.94
1011	431016	06/17/25	10003451	A T & T	650302	25082759691016 JUNE25	0.00	125.94
1011	431018	06/17/25	10003794	A T & T	650302	9391026065 MAY-25	0.00	31.58
1011	431018	06/17/25	10003794	A T & T	650302	9391026054 MAY-25	0.00	31.58
1011	431018	06/17/25	10003794	A T & T	650302	9391026095 MAY-25	0.00	31.58
1011	431018	06/17/25	10003794	A T & T	650302	9391026099 MAY-25	0.00	31.58
1011	431018	06/17/25	10003794	A T & T	650302	9391026090 MAY-25	0.00	91.63
1011	431018	06/17/25	10003794	A T & T	650302	9391026064 MAY-25	0.00	121.65
1011	431018	06/17/25	10003794	A T & T	650302	9391026059 MAY-25	0.00	151.68
1011	431018	06/17/25	10003794	A T & T	650302	9391031460 MAY-25	0.00	174.93
1011	431018	06/17/25	10003794	A T & T	650302	9391026074 MAY-25	0.00	186.57
1011	431018	06/17/25	10003794	A T & T	650302	9391026092 MAY-25	0.00	211.92
1011	431018	06/17/25	10003794	A T & T	650302	9391063673 MAY-25	0.00	1,215.24
1011	431018	06/17/25	10003794	A T & T	650302	9391026066 MAY-25	0.00	31.58
1011	431018	06/17/25	10003794	A T & T	650302	9391065061 MAY-25	0.00	1,258.79
1011	431018	06/17/25	10003794	A T & T	170670	9391026102 MAY-25	0.00	31.58
1011	431018	06/17/25	10003794	A T & T	170670	9391031481 MAY-25	0.00	31.58
1011	431018	06/17/25	10003794	A T & T	170670	9391026093 MAY-25	0.00	31.58
1011	431018	06/17/25	10003794	A T & T	106121	9391026075 MAY-25	0.00	35.85
1011	431018	06/17/25	10003794	A T & T	170670	9391026086 MAY-25	0.00	36.73
1011	431018	06/17/25	10003794	A T & T	170670	9391026096 MAY-25	0.00	61.61
1011	431018	06/17/25	10003794	A T & T	170670	9391026087 MAY-25	0.00	91.63
1011	431018	06/17/25	10003794	A T & T	170670	9391026091 MAY-25	0.00	91.78
1011	431018	06/17/25	10003794	A T & T	860810	9391026103 MAY-25	0.00	101.31
1011	431018	06/17/25	10003794	A T & T	170670	9391026098 MAY-25	0.00	181.70
1011	431018	06/17/25	10003794	A T & T	732099	9391026101 MAY-25	0.00	273.32
1011	431018	06/17/25	10003794	A T & T	170670	9391026052 MAY-25	0.00	31.58
1011	431018	06/17/25	10003794	A T & T	170670	9391026060 MAY-25	0.00	31.58
1011	431018	06/17/25	10003794	A T & T	170670	9391026097 MAY-25	0.00	31.58
1011	431018	06/17/25	10003794	A T & T	170670	9391026062 MAY-25	0.00	61.61
1011	431018	06/17/25	10003794	A T & T	170670	9391054287 MAY-25	0.00	71.45
1011	431018	06/17/25	10003794	A T & T	170670	9391026083 MAY-25	0.00	203.55
TOTAL CHECK							0.00	4,970.33
1011	431019	06/17/25	10012737	A T & T	650303	LEA TRACK NUMBERS	0.00	95.00
1011	431020	06/17/25	00005342	AGA ENGINEERS, INC.	590184	2025 TRF STUDY/APR-25	0.00	19,445.00
1011	431021	06/17/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PHYS/HEP-B/JUNE-25	0.00	2,425.00
1011	431021	06/17/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PHYS/HEP-B/MAY-25	0.00	1,905.00
TOTAL CHECK							0.00	4,330.00
1011	431022	06/17/25	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	160.80
1011	431022	06/17/25	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	180.48
TOTAL CHECK							0.00	341.28

SELECTION CRITERIA: transact.trans_date between '20250605 00:00:00.000' and '20250619 00:00:00.000'
ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431023	06/17/25	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRSGRD 5/11-24/25	0.00	11,426.56
1011	431024	06/17/25	10013705	ALL PRO BEVERAGE, INC.	170670	COFFEE MACHINE/JUN-25	0.00	212.06
1011	431024	06/17/25	10013705	ALL PRO BEVERAGE, INC.	170670	CREAMER CASE/JUN-25	0.00	180.48
1011	431024	06/17/25	10013705	ALL PRO BEVERAGE, INC.	170670	FILTER CHANGE/JUNE-25	0.00	205.00
TOTAL CHECK							0.00	597.54
1011	431025	06/17/25	00004793	ALL STAR GLASS INC	171710	WINDSHIELD RESEAL	0.00	438.16
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	860810	POOL JANITORIAL SERVI	0.00	1,350.00
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	860810	POOL JANITORIAL SVC	0.00	540.00
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	170670	DISPENSER REPLACE	0.00	1,198.95
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	170670	CITY HALL MT/APRIL-2	0.00	20,474.83
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	650306	PD MAINT/APRIL-25	0.00	7,958.58
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	875805	REC/YARD MT/APRIL-25	0.00	2,428.50
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	170670	CITY HALL MT/JAN-25	0.00	20,474.83
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	650306	PD MAINT/MAY-25	0.00	7,958.58
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	860810	FLOOR SERVICE	0.00	380.00
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	170670	CITY HALL MT/MARCH-25	0.00	20,474.83
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	650306	PD MAINT/MARCH-25	0.00	7,958.58
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	875805	REC/YARD MT/MARCH-25	0.00	2,428.50
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	170670	FLOOR SERVICE	0.00	2,950.00
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	170670	CITY HALL MT/FEB-25	0.00	20,474.83
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	650306	PD MAINT/FEB-25	0.00	7,958.58
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	875805	REC/YARD MT/FEB-25	0.00	2,428.50
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	650306	PD MAINT/JAN-25	0.00	7,958.58
1011	431026	06/17/25	10012598	UNIVERSAL BUILDING MAINT	875805	REC/YARD MT/JAN-25	0.00	2,428.50
TOTAL CHECK							0.00	137,825.17
1011	431027	06/17/25	10013453	ALTA LANGUAGE SERVICES I	121110	LISTENING TESTS/MAY25	0.00	472.00
1011	431028	06/17/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GENERAL LAWCOST/MAR25	0.00	554.64
1011	431028	06/17/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	ALOFT EXCESS MAR-25	0.00	147.00
1011	431028	06/17/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY #2 MAR-25	0.00	210.00
1011	431028	06/17/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	NSPA MOU EXCESS/MAR25	0.00	441.00
1011	431028	06/17/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	RETAINER/MARCH-25	0.00	22,500.00
1011	431028	06/17/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	EXCESS HRS/MARCH-25	0.00	231.00
TOTAL CHECK							0.00	24,083.64
1011	431029	06/17/25	00006012	AMBIUS INC	170670	PLANT SERVICE/JUNE-25	0.00	359.44
1011	431030	06/17/25	00005384	ANDY GUMP, INC	860810	RESTROOM SVC	0.00	60.50
1011	431031	06/17/25	00009015	TAJEN GRAPHICS, INC	275130	SUM. CAMP YARD SIGN	0.00	743.48
1011	431031	06/17/25	00009015	TAJEN GRAPHICS, INC	275125	AQUATICS SIGNAGE	0.00	426.69
TOTAL CHECK							0.00	1,170.17
1011	431032	06/17/25	10014341	TIFFALNY ARAKAKI	11	REF DEPOSIT$R12286	0.00	500.00
1011	431033	06/17/25	10003008	ARC DOCUMENT SOLUTIONS,	731150	DOC SCAN/APRIL-25	0.00	4,641.34
1011	431034	06/17/25	10013346	ATEI COMPANY, INC.	11	2 OF2 CONCERT 7/23/25	0.00	2,250.00

SELECTION CRITERIA: transact.trans_date between '20250605 00:00:00.000' and '20250619 00:00:00.000'
ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431035	06/17/25	10005463	RICARDO AYALA	53	PMT#5 FINAL RET.	0.00	-6,699.50
1011	431035	06/17/25	10005463	RICARDO AYALA	499920	SEWER/MANHOLE/FINAL	0.00	122,030.00
1011	431035	06/17/25	10005463	RICARDO AYALA	499920	SEWER/MANHOLE/FINAL	0.00	11,960.00
TOTAL CHECK							0.00	127,290.50
1011	431036	06/17/25	10005463	RICARDO AYALA	53	SEWER/MANHOLE/RET.	0.00	38,405.50
1011	431037	06/17/25	10011110	BAY AREA DRIVING SCHOOL,	275120	DRIVER'S ED/SPRING-25	0.00	33.24
1011	431038	06/17/25	10013308	BEHAVIOR ANALYSIS TRAINI	650208	INTERV CLS 8/18-22/25	0.00	575.00
1011	431039	06/17/25	10014319	BENDER, RONALD C	52	UB REFUND	0.00	94.35
1011	431040	06/17/25	10007684	BEST LAWNMOWER, INC	560210	PART FOR SAW	0.00	279.48
1011	431041	06/17/25	10008391	LESLIE BOCKIAN	275120	SELF DEFENSE/SPRING25	0.00	57.19
1011	431042	06/17/25	10014324	AMF BOWLING CENTERS, INC	275130	BAL DUE/SUMMR CAMP	0.00	707.83
1011	431043	06/17/25	10002369	BRINK'S INCORPORATED	11	SERVICE/MAY-25	0.00	1,226.58
1011	431044	06/17/25	10013147	BRODMANN BROTHER'S, INC.	126128	HIP202413 CASTILLO	0.00	11,740.00
1011	431045	06/17/25	00000759	BUENA PARK PLAQUE & TROP	650208	NAME PLATES	0.00	13.95
1011	431046	06/17/25	10014342	ADRIAN BUENROSTRO	275125	REIMB/AQUATIC SUPL	0.00	90.57
1011	431047	06/17/25	10010674	BUILT RITE FENCE COMPANY	860810	FENCE REPAIR	0.00	3,950.00
1011	431048	06/17/25	00000021	CALIF FORENSIC PHLEBOTOM	650402	BLOOD DRAWS	0.00	2,435.52
1011	431049	06/17/25	10008532	CALIFORNIA DEPT OF TAX &	126113	MEASURE R TAX IMPLEM	0.00	3,221.37
1011	431050	06/17/25	00002848	CALIFORNIA NARCOTICS OFF	650423	NARC INVES 10/6-10/25	0.00	450.00
1011	431051	06/17/25	00000407	CAMERON WELDING SUPPLY I	171710	MONTHLY RENTAL	0.00	28.60
1011	431051	06/17/25	00000407	CAMERON WELDING SUPPLY I	171710	MONTHLY RENTAL	0.00	295.20
TOTAL CHECK							0.00	323.80
1011	431052	06/17/25	10012050	SERGIO CASTILLO	275135	YT OFFIC 5/28-6/10/25	0.00	100.00
1011	431053	06/17/25	10014313	CELIO, NALINI	52	UB REFUND	0.00	95.85
1011	431054	06/17/25	10009178	CENTRAL SQUARE TECHNOLOG	74	FIN PRO/UB MT FY25-26	0.00	109,212.19
1011	431055	06/17/25	00000337	CERTIFIED FOLDER DISPLAY	995100	TRAVL GUIDE MAIL	0.00	962.28
1011	431056	06/17/25	10014326	CHAMCOM USA INC.	11	REF/DEPOSIT/R12386	0.00	500.00
1011	431057	06/17/25	10012931	CHARTER COMMUNICATIONS	650302	187624701 JUNE-25	0.00	454.93

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431058	06/17/25	10012931	CHARTER COMMUNICATIONS	650302	188676101/JUNE-25	0.00	1,099.00
1011	431059	06/17/25	10012931	CHARTER COMMUNICATIONS	106132	238207201 JUNE-25	0.00	540.00
1011	431060	06/17/25	10012931	CHARTER COMMUNICATIONS	650302	238915001 JUNE-25	0.00	476.31
1011	431061	06/17/25	00001052	CHUSHINKAN DOJO, INC,	275120	AIKIDO/SWARDS/SPR-25	0.00	625.10
1011	431062	06/17/25	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/MAY-25	0.00	109.29
1011	431062	06/17/25	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/MAY-25	0.00	179.19
1011	431062	06/17/25	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/MAY-25	0.00	480.39
1011	431062	06/17/25	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/MAY-25	0.00	109.29
1011	431062	06/17/25	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/MAY-25	0.00	498.01
1011	431062	06/17/25	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/MAY-25	0.00	109.29
1011	431062	06/17/25	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/MAY-25	0.00	179.19
1011	431062	06/17/25	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/MAY-25	0.00	485.21
1011	431062	06/17/25	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/MAY-25	0.00	109.29
1011	431062	06/17/25	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/MAY-25	0.00	932.80
TOTAL CHECK							0.00	3,191.95
1011	431063	06/17/25	10011435	CLEAN DIESEL SPECIALISTS	171710	SMOG CHECK	0.00	199.62
1011	431064	06/17/25	10012856	ANNETTE CLEMENT	11	REF/DEPOSIT#R11933	0.00	500.00
1011	431065	06/17/25	00007665	COAST RECREATION	860810	PLAYGROUND PARTS	0.00	877.25
1011	431065	06/17/25	00007665	COAST RECREATION	860810	PLAYGROUND PARTS	0.00	1,212.70
TOTAL CHECK							0.00	2,089.95
1011	431066	06/17/25	00005774	THE CODE GROUP, INC.	731150	DANNY RODRIGUEZ/MAY25	0.00	8,740.00
1011	431067	06/17/25	10004317	CONCENTRA HEALTH SERVICE	121110	2 DRUG TEST BUNDLED	0.00	128.00
1011	431068	06/17/25	10011250	CONTROL AIR ENTERPRISES	106131	HVAC REPAIR	0.00	2,155.10
1011	431069	06/17/25	00010548	CORELOGIC INFORMATION SO	631140	REALQUEST/MAY-25	0.00	334.00
1011	431070	06/17/25	10012192	COSTAR REALTY INFORMATIO	632110	COSTAR JUNE-2025	0.00	438.90
1011	431071	06/17/25	10002389	COUNTY OF ORANGE TREASUR	650302	ROUTER FEE/MAY-25	0.00	1,129.32
1011	431072	06/17/25	10002389	COUNTY OF ORANGE TREASUR	650308	AFIS BILL/MAY-25	0.00	2,497.00
1011	431073	06/17/25	10000671	COOPERATIVE PERSONNEL SE	121110	MAINT.WORKER/MAR-25	0.00	-280.00
1011	431073	06/17/25	10000671	COOPERATIVE PERSONNEL SE	121110	ADM.ASSIST/MAY-25	0.00	984.50
TOTAL CHECK							0.00	704.50
1011	431074	06/17/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORM RETURN	0.00	-110.75
1011	431074	06/17/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	110.75
1011	431074	06/17/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	84.88
1011	431074	06/17/25	10011541	L.N. CURTIS AND SONS	650208	NAMEPLATE	0.00	13.29
1011	431074	06/17/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	168.34
1011	431074	06/17/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	316.42

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431074	06/17/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	395.96
TOTAL CHECK							0.00	978.89
1011	431075	06/17/25	10011360	DENNIS KARL BATCHELOR	275150	ASSIGNING FEE	0.00	782.16
1011	431076	06/17/25	10008395	DEVELOPMENT COUNSELLORS	995100	AD SPREAD/MAY-25	0.00	1,870.17
1011	431076	06/17/25	10008395	DEVELOPMENT COUNSELLORS	995100	PROF.FEES	0.00	3,183.33
TOTAL CHECK							0.00	5,053.50
1011	431077	06/17/25	10014331	DEAN RUNYAN ASSOCIATES,	995100	IMPACT STUDY 2025	0.00	13,000.00
1011	431078	06/17/25	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT/MAY-25	0.00	2,081.00
1011	431079	06/17/25	10013295	DJE SOUND & LIGHTING, IN	275210	STAGE	0.00	390.00
1011	431079	06/17/25	10013295	DJE SOUND & LIGHTING, IN	275210	AUDIO	0.00	432.00
1011	431079	06/17/25	10013295	DJE SOUND & LIGHTING, IN	275210	POWER	0.00	60.00
1011	431079	06/17/25	10013295	DJE SOUND & LIGHTING, IN	275210	LABOR	0.00	1,100.00
1011	431079	06/17/25	10013295	DJE SOUND & LIGHTING, IN	275210	DELIVERY	0.00	450.00
1011	431079	06/17/25	10013295	DJE SOUND & LIGHTING, IN	275210	SALES TAX	0.00	68.36
TOTAL CHECK							0.00	2,500.36
1011	431080	06/17/25	10013677	DOGTEAMPRO	650405	PUG PL SUBS K9/JUNE25	0.00	499.00
1011	431081	06/17/25	10013538	DONNOE & ASSOCIATES, INC	121110	PD SERGEANT TST/JUN25	0.00	410.00
1011	431082	06/17/25	10014343	MAGNUM MANAGEMENT CORPOR	11	SUMMR DAYCAMP 7/10/25	0.00	2,418.75
1011	431083	06/17/25	10009520	THE ECOHERO SHOW, LLC	190137	PRESENTATION/MAY-25	0.00	1,410.00
1011	431083	06/17/25	10009520	THE ECOHERO SHOW, LLC	160109	PRESENTATION/MAY-25	0.00	1,410.00
1011	431083	06/17/25	10009520	THE ECOHERO SHOW, LLC	190137	PRESENTATION/MAY-25	0.00	6,495.00
1011	431083	06/17/25	10009520	THE ECOHERO SHOW, LLC	190137	PRESENTATION/MAY-25	0.00	6,495.00
TOTAL CHECK							0.00	15,810.00
1011	431084	06/17/25	00000797	MARIA ESQUETINI	650208	MOTOROLA25 5/13-15/25	0.00	1,685.79
1011	431085	06/17/25	10008311	EVERETT DOREY, LLP	107420	FRANK LEON	0.00	874.50
1011	431085	06/17/25	10008311	EVERETT DOREY, LLP	107420	JESSICA MANOKOUNE	0.00	2,457.95
1011	431085	06/17/25	10008311	EVERETT DOREY, LLP	107420	FRANK LEON	0.00	10,133.50
TOTAL CHECK							0.00	13,465.95
1011	431086	06/17/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	136.44
1011	431086	06/17/25	10013499	EWING IRRIGATION PRODUCT	560210	PVC CAP	0.00	94.78
1011	431086	06/17/25	10013499	EWING IRRIGATION PRODUCT	560210	#99790000 - AG1000Q 10	0.00	173.27
1011	431086	06/17/25	10013499	EWING IRRIGATION PRODUCT	560210	#99790000 - AC1000Q 10	0.00	259.87
1011	431086	06/17/25	10013499	EWING IRRIGATION PRODUCT	560210	#99790000 - AG1200 12I	0.00	142.60
1011	431086	06/17/25	10013499	EWING IRRIGATION PRODUCT	560210	#99790000 - AC1200 12I	0.00	167.87
1011	431086	06/17/25	10013499	EWING IRRIGATION PRODUCT	560210	#79003540 - AK2035 20I	0.00	211.80
1011	431086	06/17/25	10013499	EWING IRRIGATION PRODUCT	560210	TAX	0.00	83.62
TOTAL CHECK							0.00	1,270.25
1011	431087	06/17/25	10004626	EXPEDIA, INC.	995100	EXPEDIA ADS	0.00	5,926.21

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431088	06/17/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTER STOCK	0.00	66.04
1011	431088	06/17/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BRAKE PADS	0.00	67.57
1011	431088	06/17/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FLUID RESERVOIR	0.00	197.02
1011	431088	06/17/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	SPARK PLUGS	0.00	40.08
1011	431088	06/17/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	ACTUATOR	0.00	193.84
1011	431088	06/17/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BRAKE SWITCH	0.00	304.00
1011	431088	06/17/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	OIL FILTER	0.00	6.44
1011	431088	06/17/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	OIL FILTER	0.00	6.44
TOTAL CHECK							0.00	881.43
1011	431089	06/17/25	00000750	FANTASY MUFFLER INC	171710	EXHAUST REPAIR	0.00	90.00
1011	431090	06/17/25	00004661	FERGUSON, PRAET & SHERMA	107420	JENNY PEREZ	0.00	1,424.40
1011	431090	06/17/25	00004661	FERGUSON, PRAET & SHERMA	107420	JENNY PEREZ	0.00	107.50
1011	431090	06/17/25	00004661	FERGUSON, PRAET & SHERMA	107420	JENNY PEREZ	0.00	587.20
TOTAL CHECK							0.00	2,119.10
1011	431091	06/17/25	10003190	FOOD 4 LESS	732044	OUTREACH FOOD SUPPLY	0.00	138.48
1011	431091	06/17/25	10003190	FOOD 4 LESS	275315	SENIOR DANCE SUPPLIES	0.00	117.00
1011	431091	06/17/25	10003190	FOOD 4 LESS	275605	WINGS AFTER SCHOOL	0.00	129.19
1011	431091	06/17/25	10003190	FOOD 4 LESS	275405	TOTS SUMMER SUPPLIES	0.00	9.49
1011	431091	06/17/25	10003190	FOOD 4 LESS	275130	SUM. CAMP STEM SUPPLY	0.00	39.73
TOTAL CHECK							0.00	433.89
1011	431092	06/17/25	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	361.99
1011	431093	06/17/25	10014323	NATHAN FREEMAN	731120	REF 50% OF FEE	0.00	726.10
1011	431094	06/17/25	10002147	FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	464.59
1011	431095	06/17/25	00004593	FUN ON THE FARM, INC.	275120	HORSE FUN/SPRING-25	0.00	399.00
1011	431096	06/17/25	00002221	MICHAEL GALOS	650208	RESP ENTRY 5/10/25	0.00	185.00
1011	431097	06/17/25	00002166	GANAHL LUMBER CORP	452410	CONCRETE	0.00	85.40
1011	431097	06/17/25	00002166	GANAHL LUMBER CORP	560211	TOOLS	0.00	182.67
1011	431097	06/17/25	00002166	GANAHL LUMBER CORP	275405	PAINTERS TAPE	0.00	78.28
1011	431097	06/17/25	00002166	GANAHL LUMBER CORP	560231	SAFETY SUPPLIES	0.00	364.29
1011	431097	06/17/25	00002166	GANAHL LUMBER CORP	352567	SMALL TOOLS	0.00	10.32
1011	431097	06/17/25	00002166	GANAHL LUMBER CORP	631140	DUCT TAPE	0.00	15.20
1011	431097	06/17/25	00002166	GANAHL LUMBER CORP	352567	TOOLS	0.00	445.84
1011	431097	06/17/25	00002166	GANAHL LUMBER CORP	352567	HARNESS	0.00	919.97
1011	431097	06/17/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	292.95
1011	431097	06/17/25	00002166	GANAHL LUMBER CORP	352363	TRUCK STOCK	0.00	63.93
TOTAL CHECK							0.00	2,458.85
1011	431098	06/17/25	10011830	GOLDEN STATE COMMUNICATI	11	2-WY RADIO 7/1-9/3025	0.00	840.00
1011	431099	06/17/25	10014344	NOELIE GONZALEZ	11	REF DEPOSIT#R11549	0.00	500.00
1011	431100	06/17/25	10008749	GOOGLE INC.	995100	GOOGLE ADS/MAY-25	0.00	18,701.65

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1011	431101	06/17/25	00000055	GRAINGER INC	170670	HARDWARE	0.00	748.71
1011	431102	06/17/25	00005680	CINDY GRISWOLD	275405	CPR/1ST AID/SPRING-25	0.00	46.55
1011	431103	06/17/25	10011088	GROUP DELTA CONSULTANTS,	290164	PEAK PK IMPROV/APR-25	0.00	202.50
1011	431104	06/17/25	10012288	HASA INC.	860820	CHEMICALS	0.00	5.59
1011	431104	06/17/25	10012288	HASA INC.	860820	CHEMICALS	0.00	1,536.24
1011	431104	06/17/25	10012288	HASA INC.	860820	POOL MAINT	0.00	950.00
1011	431104	06/17/25	10012288	HASA INC.	860820	POOL MAINT	0.00	1,150.00
TOTAL CHECK							0.00	3,641.83
1011	431105	06/17/25	10008369	MARK HUCKABEY	650208	CPR TRG PD STAFF	0.00	1,200.00
1011	431106	06/17/25	00002854	VERONICA HOCHEDE	275305	BALLROOM DNC/SPR-25	0.00	1,075.30
1011	431107	06/17/25	00000057	HOME DEPOT / GECF	106127	LOVE B.P. SUPPLIES	0.00	279.78
1011	431107	06/17/25	00000057	HOME DEPOT / GECF	560210	ZIP TIES	0.00	3.57
1011	431107	06/17/25	00000057	HOME DEPOT / GECF	560211	SUPPLIES	0.00	50.81
1011	431107	06/17/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	232.02
1011	431107	06/17/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	92.51
1011	431107	06/17/25	00000057	HOME DEPOT / GECF	352363	VALVE REPAIR	0.00	74.41
1011	431107	06/17/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	132.48
1011	431107	06/17/25	00000057	HOME DEPOT / GECF	452410	TOOLS SEWER REPAIRS	0.00	256.45
1011	431107	06/17/25	00000057	HOME DEPOT / GECF	452410	TOOLS SEWER TRUCKS	0.00	310.88
1011	431107	06/17/25	00000057	HOME DEPOT / GECF	452410	TOOLS SEWER TRUCK	0.00	419.02
1011	431107	06/17/25	00000057	HOME DEPOT / GECF	452410	TOOLS SEWER REPAIR	0.00	730.51
TOTAL CHECK							0.00	2,582.44
1011	431108	06/17/25	10009091	HUE C LUU	731150	ENG SERVICE/JUNE-25	0.00	7,150.00
1011	431109	06/17/25	10008985	INDEPENDENT	126120	153708 PHN 06/06/25	0.00	170.00
1011	431110	06/17/25	10012742	INFOSEND, INC	352267	SVCS & MAT'L MAY-25	0.00	2,221.95
1011	431110	06/17/25	10012742	INFOSEND, INC	352267	POSTAGE/MAY-25	0.00	7,284.56
1011	431110	06/17/25	10012742	INFOSEND, INC	631142	TOBACCO/MAY-25	0.00	415.58
1011	431110	06/17/25	10012742	INFOSEND, INC	106125	FIREWORKS/MAY-25	0.00	415.58
TOTAL CHECK							0.00	10,337.67
1011	431111	06/17/25	10014316	INGE REALTY	52	UB REFUND	0.00	107.21
1011	431112	06/17/25	00008919	ITERIS INC	590025	TRF STUDY/FINAL/APR25	0.00	8,504.50
1011	431113	06/17/25	00010018	JOSEPH M JACKSON	275305	SOUND BATH/SPRING-25	0.00	28.00
1011	431114	06/17/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERIES	0.00	186.24
1011	431114	06/17/25	00009561	TRADITIONAL AUTO SUPPLY	171710	MIRROR	0.00	26.52
1011	431114	06/17/25	00009561	TRADITIONAL AUTO SUPPLY	171710	HITCH, FILTERS	0.00	264.70
1011	431114	06/17/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERY	0.00	475.00
1011	431114	06/17/25	00009561	TRADITIONAL AUTO SUPPLY	171710	SHOP TOOL	0.00	475.46
1011	431114	06/17/25	00009561	TRADITIONAL AUTO SUPPLY	171710	CLEANER	0.00	16.36
1011	431114	06/17/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERIES	0.00	405.88

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431114	06/17/25	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-86.74
1011	431114	06/17/25	00009561	TRADITIONAL AUTO SUPPLY	171710	SHOP TOOL	0.00	741.27
TOTAL CHECK							0.00	2,504.69
1011	431115	06/17/25	10014321	JOANN'S #2119	52	UB REFUND	0.00	402.08
1011	431116	06/17/25	00000042	JOHN B EWLES INC	560210	10 WHEEL DUMP	0.00	1,200.00
1011	431117	06/17/25	10012832	ALEX KHACHIGIAN	995100	VISIT BP CAMPAIGN	0.00	8,266.81
1011	431118	06/17/25	10014320	KIM, CHANG H	52	UB REFUND	0.00	194.11
1011	431119	06/17/25	10014314	KIM, JOHN S.	52	UB REFUND	0.00	41.51
1011	431120	06/17/25	00002367	MILLENNIUM OPERATIONS, L	11	SUM SAFARI-25 TICKETS	0.00	1,680.00
1011	431121	06/17/25	10003543	MOLLY H. KNOX	275305	EXERCISE/SPRING-25	0.00	232.50
1011	431122	06/17/25	10007915	LANAIR GROUP, LLC	126143	0365 EXCHG/JUNE-25	0.00	2,148.00
1011	431123	06/17/25	10014315	LEE, SAMIL	52	UB REFUND	0.00	18.32
1011	431124	06/17/25	10014327	CAMILLE LAGMAY	11	REF/DEPOSIT#R12136	0.00	1,000.00
1011	431125	06/17/25	00000069	LESLIE'S POOL SUPPLIES I	860820	CREDIT MEMO	0.00	-25.75
1011	431125	06/17/25	00000069	LESLIE'S POOL SUPPLIES I	860820	CHEMICALS	0.00	295.15
1011	431125	06/17/25	00000069	LESLIE'S POOL SUPPLIES I	860820	CHEMICALS	0.00	325.10
TOTAL CHECK							0.00	594.50
1011	431126	06/17/25	10004046	LIGHT SOURCE PRINTING, I	11	MILITARY POLE BANNERS-	0.00	3,120.90
1011	431126	06/17/25	10004046	LIGHT SOURCE PRINTING, I	11	BANNER MOUNTING HARDWA	0.00	2,970.00
1011	431126	06/17/25	10004046	LIGHT SOURCE PRINTING, I	275140	INSTALLATION VIA SUBCO	0.00	336.10
1011	431126	06/17/25	10004046	LIGHT SOURCE PRINTING, I	11	INSTALLATION VIA SUBCO	0.00	3,050.00
1011	431126	06/17/25	10004046	LIGHT SOURCE PRINTING, I	275140	TAX - ALL BANNERS TO B	0.00	472.05
TOTAL CHECK							0.00	9,949.05
1011	431127	06/17/25	10012952	LOOPNET	632110	LOOPNET/JUNE-25	0.00	111.96
1011	431128	06/17/25	10009423	MICHAEL ROBERT LOZEAU	650208	HOMLS LIAISON 6/24/25	0.00	300.00
1011	431129	06/17/25	10006405	LRJ CONSTRUCTION, INC.	732031	HIP202422 RISCHIO	0.00	74,430.00
1011	431129	06/17/25	10006405	LRJ CONSTRUCTION, INC.	732031	HIP202422 RISCHIO	0.00	5,670.00
TOTAL CHECK							0.00	80,100.00
1011	431130	06/17/25	10014325	MAGIC MOUNTAIN	11	SUM SAFARI/MM TICKETS	0.00	1,680.00
1011	431131	06/17/25	10014345	MARGO MALONE	275210	PHOTOGRAPHY 6/19/25	0.00	400.00
1011	431132	06/17/25	10014346	DANIEL MARAMBA	275405	REF OVERCHARGE R11568	0.00	105.00
1011	431133	06/17/25	10005515	KATHLEEN MASTIN	275305	LINE DNC SPRING-25	0.00	61.83

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431134	06/17/25	10014333	SHELBY MATTHEWS	995100	MEDIA DELIVERABLES	0.00	1,712.82
1011	431135	06/17/25	10012134	CASEY MCDANIEL	275150	SCORKEEP 5/24-6/6/25	0.00	68.00
1011	431136	06/17/25	10005279	MERCHANTS LANDSCAPE SERV	860810	CITY LANDSCAPE/MAY-25	0.00	73,564.74
1011	431136	06/17/25	10005279	MERCHANTS LANDSCAPE SERV	660241	METROLNK LNDSP/MAY25	0.00	4,575.26
TOTAL CHECK							0.00	78,140.00
1011	431137	06/17/25	10000030	HILDA S. MILES	275120	POLYNESIAN DNC/SPR-25	0.00	1,476.31
1011	431138	06/17/25	10014300	MUN, JIYIOUNG	52	UB REFUND	0.00	324.90
1011	431139	06/17/25	00009876	MUNICIPAL WATER DIST OF	352510	WATER LOSS CONTROL	0.00	22,950.00
1011	431140	06/17/25	00000847	NGHIA NGUYEN	650208	MOTOROLA25 5/13-15/25	0.00	1,255.06
1011	431141	06/17/25	10005108	NORMAN A. TRAUB ASSOCIAT	121110	INVESTIGATION/FEB-25	0.00	306.00
1011	431142	06/17/25	10008321	NORTH JUSTICE CENTER	11	BAIL REC #BP02122	0.00	500.00
1011	431143	06/17/25	10012884	JBA CONSULTING, INC.	170670	IGAA SUPPORT/MAY-25	0.00	1,214.52
1011	431144	06/17/25	10007111	OC CLERK-RECORDER'S OFFI	11	6888 LINCOLN AVE	0.00	50.00
1011	431145	06/17/25	10012790	OC RECON, INC.	171710	BODY REPAIR	0.00	1,600.00
1011	431146	06/17/25	10005163	OCEAN BREEZE PACIFIC, LL	275405	BPCC LINEN LAUNDRY	0.00	98.35
1011	431147	06/17/25	10012194	KEVIN OHLER	106132	CRIMEWATCH/APRIL-25	0.00	900.00
1011	431148	06/17/25	00000913	ORANGE COUNTY FIRE AUTHO	640310	FAC.MT.Q4 FY24-25	0.00	6,673.00
1011	431148	06/17/25	00000913	ORANGE COUNTY FIRE AUTHO	640310	VEH REPL Q4 FY24-25	0.00	59,713.50
1011	431148	06/17/25	00000913	ORANGE COUNTY FIRE AUTHO	640310	CONTRACT Q4 FY24-25	0.00	3,749,528.75
TOTAL CHECK							0.00	3,815,915.25
1011	431149	06/17/25	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET.MED.PROG/JUNE-25	0.00	2,480.00
1011	431150	06/17/25	00000221	ORANGE COUNTY SHERIFFS D	650208	BAS TRF COL 9/8-12/25	0.00	350.00
1011	431151	06/17/25	10013575	ANNETTE PANEBIANCO	11	REF/E24-0006/5925 LOS	0.00	100.00
1011	431152	06/17/25	10013645	PARK CONSULTING GROUP	190062	LMS PROCURE/MAY-25	0.00	3,000.00
1011	431153	06/17/25	10014347	ASOLUPE PAULO	11	REF/DEPOSIT#R11886	0.00	500.00
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275110	COMMIS REFRES/SAUCEDA	0.00	17.00
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275125	DECOR LOBBY/BUENROSTR	0.00	19.90
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275145	MLG/APR-25/THORNSEN	0.00	28.00
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	732044	GREYHOUND/NIELSEN	0.00	28.00
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275125	MOANA MOVIE/VAN SICKL	0.00	18.73
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275315	CAKE/SR.PROM/DAVIS	0.00	32.10
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275125	PAINT POOL/BUENROSTRO	0.00	32.94

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FUND - 11 - GENERAL FUND

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1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275125	PAINT POOL/BUENROSTRO	0.00	45.28
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275130	SUMMERCAMP/MANCILLA	0.00	48.18
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275130	SUMMER CAMP/MANCILLA	0.00	16.00
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275145	WHITE OUT/VAN SICKLE	0.00	18.32
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275140	GARDEN LOCKS/STRICKLE	0.00	27.18
1011	431154	06/17/25	00005145	PETTY CASH/COMMUNITY SER	275140	GARDEN LOCK/STRICKLER	0.00	27.18
TOTAL CHECK							0.00	358.81
1011	431155	06/17/25	00005174	PETTY CASH/POLICE DEPART	650208	COMMUTE LUN/SEMAAN	0.00	8.00
1011	431155	06/17/25	00005174	PETTY CASH/POLICE DEPART	650302	PK 5/12,28/25 TANIGUC	0.00	17.50
1011	431155	06/17/25	00005174	PETTY CASH/POLICE DEPART	650208	COMMUTE LUN/PANTOJA	0.00	24.00
1011	431155	06/17/25	00005174	PETTY CASH/POLICE DEPART	171710	FUEL/VEH/BOUDREAU/FEB	0.00	30.04
1011	431155	06/17/25	00005174	PETTY CASH/POLICE DEPART	650204	EGGSTRAV/SEMAAN/MAY25	0.00	49.56
TOTAL CHECK							0.00	129.10
1011	431156	06/17/25	00005788	PETTY CASH/PUBLIC WORKS	352567	SUSTAIN FAIR/AUBUCHON	0.00	9.97
1011	431156	06/17/25	00005788	PETTY CASH/PUBLIC WORKS	352363	SCREWS/FINCH/JUNE-25	0.00	21.88
1011	431156	06/17/25	00005788	PETTY CASH/PUBLIC WORKS	190137	E-WASTE SUPLAUBUCHON	0.00	32.41
1011	431156	06/17/25	00005788	PETTY CASH/PUBLIC WORKS	160105	REFRESH SAFE AUBUCHON	0.00	36.96
1011	431156	06/17/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE/WTR/GENERA	0.00	56.88
1011	431156	06/17/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE/WTR TRG/GENERA	0.00	58.68
1011	431156	06/17/25	00005788	PETTY CASH/PUBLIC WORKS	160105	ARBOR DAY/HUNT/MAY25	0.00	65.36
1011	431156	06/17/25	00005788	PETTY CASH/PUBLIC WORKS	160105	DONUTS/AUBUCHON	0.00	69.47
TOTAL CHECK							0.00	351.61
1011	431157	06/17/25	10013857	HEATHER WILLIAMS	650105	THERAPY BPPD/MAY-25	0.00	300.00
1011	431158	06/17/25	10012855	PROACTIVE WORK HEALTH SE	121110	PRE-EMP PHYS/MAY-25	0.00	695.00
1011	431159	06/17/25	00004049	PSOMAS CORP.	396859	PEAK PK DESIGN/APR-25	0.00	3,107.50
1011	431160	06/17/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	97.88
1011	431160	06/17/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,761.75
1011	431160	06/17/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	97.87
1011	431160	06/17/25	10001203	R.V. NURSERY INC	560211	PLANTS	0.00	87.00
TOTAL CHECK							0.00	2,044.50
1011	431161	06/17/25	10008303	R.W.B. PARTY PROPS, INC.	275210	MEMORIAL DAY PROG.	0.00	91.59
1011	431162	06/17/25	10013451	CITY OF REDONDO BEACH	11	SUM SAFARI-25 LAGOON	0.00	254.00
1011	431163	06/17/25	00001348	MULTI SERVICE TECHNOLOGY	352363	SAFETY SHOES	0.00	250.00
1011	431163	06/17/25	00001348	MULTI SERVICE TECHNOLOGY	560210	SAFETY SHOES	0.00	250.00
TOTAL CHECK							0.00	500.00
1011	431164	06/17/25	10009437	REMARKABLE MOVIE NIGHTS	275140	DIVE-IN MOVIE 6/12/25	0.00	744.00
1011	431165	06/17/25	10009437	REMARKABLE MOVIE NIGHTS	275140	MOVIE LARWIN 06/26/25	0.00	744.00
1011	431166	06/17/25	10008403	P & D INDUSTRIES LLC	171710	RHINO LINER	0.00	202.31
1011	431167	06/17/25	00007580	RON'S MAINTENANCE INC	352567	CATCH BASIN/FINAL	0.00	27,360.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431168	06/17/25	00000748	ROSEBURROUGH TOOL INC	560210	STAMP K CONCRETE	0.00	315.21
1011	431168	06/17/25	00000748	ROSEBURROUGH TOOL INC	560210	SCREED MAG	0.00	246.35
TOTAL CHECK							0.00	561.56
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	TAX	0.00	2.06
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	#LA334 - S'GETTI STRIN	0.00	76.40
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	#SC890 - COLOR SPLASH!	0.00	25.49
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	#SZ660 - RED HANDLE SA	0.00	23.55
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	TAX	0.00	69.13
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	SHIPPING	0.00	23.25
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	TAX	0.00	13.56
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	#GL596 - COLOR SPLASH!	0.00	23.52
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	#W10714 - SPECTRUM SPO	0.00	282.89
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	#CS425 - REGULAR CRAFT	0.00	16.17
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	#PE1577 - TRU-RAY SULP	0.00	39.64
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	#W10737 - ALL-TIME FAV	0.00	129.55
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	#W6038 - PLAYGROUND EA	0.00	123.37
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	#SC1185 - COLOR SPLASH	0.00	73.07
1011	431169	06/17/25	00001777	S & S WORLDWIDE INC.	275130	#W14697 - COMBO FOUR S	0.00	154.99
TOTAL CHECK							0.00	1,076.64
1011	431170	06/17/25	10013039	SAFEGUARD BUSINESS SYSTE	11	US BANK CURRANCY BAGS	0.00	103.41
1011	431171	06/17/25	00006998	SAN BERNARDINO COUNTY SH	650208	PIT UPDATE 6/21/25	0.00	300.00
1011	431172	06/17/25	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL	0.00	22,350.80
1011	431173	06/17/25	10011317	SEPARACOLOR INTERNATIONA	101101	FIREWK YRD SIGN/JUN25	0.00	1,631.25
1011	431174	06/17/25	00008766	JON-MICHAEL SHADDOW	650208	SLI#547 S7 5/29-31/25	0.00	151.23
1011	431175	06/17/25	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	169.50
1011	431176	06/17/25	10011504	SHOETERIA, INC.	170670	SAFETY SHOES	0.00	250.00
1011	431177	06/17/25	10009505	SHRED-IT, INC. USA	650302	REGULAR SHRED SVC.	0.00	722.96
1011	431178	06/17/25	00009792	PRISCILLA SILVA	275120	BELLY DNC/SPRING-25	0.00	31.92
1011	431179	06/17/25	10014348	ELDRYL MAR SIMPAO	275140	REF DEPOSIT#R12161	0.00	135.00
1011	431180	06/17/25	10012054	SKYHAWKS SPORTS ACADEMY	275120	SOCCER SPRING-25	0.00	1,894.59
1011	431181	06/17/25	10005948	JIMMY SMITH	275305	ROUND DANCE SPR-25	0.00	355.50
1011	431182	06/17/25	10013402	SMITH POWERHOUSE INC.	171710	MODULE GENERATOR	0.00	1,194.83
1011	431183	06/17/25	10014335	HOWARD SNAPPER	550502	CIT#244129048 REFUND	0.00	72.00
1011	431184	06/17/25	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,171.20

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FUND - 11 - GENERAL FUND

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1011	431185	06/17/25	10014173	SOHN ARCHITECTS, P.C.	190140	FRIENDSHIP PAVI/MAY25	0.00	77,950.00
1011	431186	06/17/25	10014338	GONZALO M. VAZQUEZ	11	DJ SVC 07/01/25	0.00	350.00
1011	431187	06/17/25	10012158	SOTO ENTERTAINMENT GROUP	11	CONCERT 07/16/25	0.00	2,250.00
1011	431188	06/17/25	00000607	SOUTH COAST AQMD	352363	FAC ID 23982	0.00	170.94
1011	431188	06/17/25	00000607	SOUTH COAST AQMD	352363	FAC ID 23982	0.00	565.63
TOTAL CHECK							0.00	736.57
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7006 ARTESIA/MAY-25	0.00	16.92
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	6232 AUTO CTR/MAY-25	0.00	49.12
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6200 STANTON/MAY-25	0.00	54.76
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6500 AUTO CTR/MAY-25	0.00	61.36
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 AUTO CTR/MAY-25	0.00	104.99
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6410 AUTO CTR/MAY-25	0.00	124.99
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7700 WESTERN/MAY-25	0.00	126.44
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7731 STANTON/MAY-25	0.00	210.56
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	5860 DALE PMP/MAY-25	0.00	734.69
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	N/S LA PALMA WO/MAY25	0.00	8,722.37
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LITING/MAY-25	0.00	3,888.38
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	6140 BALL RD/MAY-25	0.00	5,190.17
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	6900 BEACH/APRIL-25	0.00	7,598.70
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	2881 ROSECRANS/MAY-25	0.00	8,815.93
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6640 BEACH/MAY-25	0.00	21,794.37
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	7750 CAMELLIA APR-25	0.00	22,659.49
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LIGHTING/MAY-25	0.00	64,568.07
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	ES VLVW SO FY/MAY-25	0.00	19.21
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	MNCHESTR/ARTES/MAY25	0.00	28.71
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5600 MALVERN/MAY-25	0.00	32.72
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	8252 OR'THORPE/MAY-25	0.00	32.72
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/MAY25	0.00	32.72
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/COMNWLTH/MAY25	0.00	32.72
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	9TH/WESTERN/MAY-25	0.00	38.22
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	8221 DALE/MAY-25	0.00	38.22
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	STANTON/MAPLE/MAY-25	0.00	38.22
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/MAY-25	0.00	38.22
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/MAY-25	0.00	38.22
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	CRESCNT SAN RIO/MAY25	0.00	41.16
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	6248 CRESCENT/MAY-25	0.00	41.16
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT91 FY EO KNOT/MAY25	0.00	42.49
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 MNCHESTR/MAY-25	0.00	42.70
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	BEACH/DURANGO/MAY25	0.00	43.54
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7550 STANTON/MAY-25	0.00	45.83
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/9TH MAY-25	0.00	52.83
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT91 FY OFF RMP/MAY25	0.00	56.35
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5755 CRESCENT/MAY-25	0.00	57.44
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/STAGE/MAY-25	0.00	67.58
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/CRESENT/MAY-25	0.00	77.19
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	OR'THORPE/BEACH/MAY25	0.00	84.26
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7113 FIRESTONE/MAY-25	0.00	85.03
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	6002 OR'THORPE/MAY-25	0.00	91.65

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250605 00:00:00.000' and '20250619 00:00:00.000'
ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7582 COMMONWLTH/MAY25	0.00	91.65
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	SAN REMO VLVW/MAY-25	0.00	91.65
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7201 ARTESIA/MAY-25	0.00	93.80
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/ARTESIA/MAY-25	0.00	94.52
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5700 BRIDGEPORT/MAY25	0.00	98.96
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/MAY-25	0.00	134.87
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/MAY-25	0.00	142.05
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	6989 ARTESIA/MAY-25	0.00	91.92
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6210 INDIANA/MAY-25	0.00	107.19
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7365 ARTESIA/MAY-25	0.00	107.99
1011	431191	06/17/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/MAY-25	0.00	116.87
TOTAL CHECK							0.00	147,091.89
1011	431192	06/17/25	00000336	SOUTHERN CALIFORNIA EDIS	11	OPER.RT FY25-26	0.00	7,235.64
1011	431193	06/17/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6660 BEACH/MAY-25	0.00	16.25
1011	431193	06/17/25	00000328	SOUTHERN CALIFORNIA GAS	170670	8152 KNOTT/MAY-25	0.00	16.25
1011	431193	06/17/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6601 BEACH/MAY-25	0.00	16.77
1011	431193	06/17/25	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT/MAY-25	0.00	30.45
1011	431193	06/17/25	00000328	SOUTHERN CALIFORNIA GAS	860810	7171 8TH/MAY-25	0.00	36.76
1011	431193	06/17/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6955 ARAGON/MAY-25	0.00	81.08
1011	431193	06/17/25	00000328	SOUTHERN CALIFORNIA GAS	860810	7600 DALE/MAY-25	0.00	565.77
1011	431193	06/17/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6650 BEACH/MAY-25	0.00	783.17
1011	431193	06/17/25	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT#D MAY-25	0.00	1,219.43
1011	431193	06/17/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6640 BEACH/MAY-25	0.00	2,834.03
1011	431193	06/17/25	00000328	SOUTHERN CALIFORNIA GAS	860810	7225 EL DORADO/MAY-25	0.00	8,282.61
TOTAL CHECK							0.00	13,882.57
1011	431194	06/17/25	10006963	SPEAKWRITE, LLC	650305	TRANSCRIPTION/MAY-25	0.00	1,830.20
1011	431195	06/17/25	00010296	SPECIALIZED ELEVATOR SER	77	PMT#1 RET.	0.00	-2,424.83
1011	431195	06/17/25	00010296	SPECIALIZED ELEVATOR SER	170670	REC CT MT/FINAL MAY25	0.00	48,496.60
1011	431195	06/17/25	00010296	SPECIALIZED ELEVATOR SER	660241	ELEVATOR MAINT	0.00	592.29
TOTAL CHECK							0.00	46,664.06
1011	431196	06/17/25	00010296	SPECIALIZED ELEVATOR SER	77	PMT#1 FINAL RET.	0.00	2,424.83
1011	431197	06/17/25	00005362	DAVE FLANAGAN	650303	AXIS Q6075-E - PAN/TIL	248.00	3,448.00
1011	431197	06/17/25	00005362	DAVE FLANAGAN	650303	AXIS Q6010-E QUAD CAME	139.50	1,939.50
TOTAL CHECK							387.50	5,387.50
1011	431198	06/17/25	00010381	SPOK INC	275305	PAGER SERVICE	0.00	7.46
1011	431198	06/17/25	00010381	SPOK INC	860810	PAGER SERVICE	0.00	7.46
1011	431198	06/17/25	00010381	SPOK INC	352363	PAGER SERVICE	0.00	28.97
TOTAL CHECK							0.00	43.89
1011	431199	06/17/25	10006051	STANTEC CONSULTING SERVI	599793	DALE/WHITAKER/MAY-25	0.00	17,991.00
1011	431200	06/17/25	10014247	SUNSTATE EQUIPMENT CO.,	352363	SHORING FOR GEAR BOX	0.00	2,663.52
1011	431201	06/17/25	10008410	FULLERTON SIGNS, INC	275105	DESIGN	0.00	99.00
1011	431201	06/17/25	10008410	FULLERTON SIGNS, INC	275105	WIDE FORMAT PRINTS - 2	0.00	420.80

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431201	06/17/25	10008410	FULLERTON SIGNS, INC	275105	WIDE FORMAT PRINTS - 2	0.00	220.57
1011	431201	06/17/25	10008410	FULLERTON SIGNS, INC	275105	INSTALLATION OF NON EL	0.00	495.00
1011	431201	06/17/25	10008410	FULLERTON SIGNS, INC	275105	TAXES	0.00	57.38
TOTAL CHECK							0.00	1,292.75
1011	431202	06/17/25	10014349	NOEMI TALAVERA	11	REF DEPOSIT#R12434	0.00	500.00
1011	431203	06/17/25	10012943	TEXT MY GOV	11	SFTWARE SUP FY25-26	0.00	7,000.00
1011	431204	06/17/25	10013691	LOTUS THAI	731105	STICKER MULE/MAY-25	0.00	1,505.64
1011	431204	06/17/25	10013691	LOTUS THAI	731105	AMAZON CERTS/AY-25	0.00	32.61
1011	431204	06/17/25	10013691	LOTUS THAI	731105	AMAZON WIPES/MAY-25	0.00	10.86
1011	431204	06/17/25	10013691	LOTUS THAI	731105	SUSTAINABILTY SUPPL	0.00	152.46
TOTAL CHECK							0.00	1,701.57
1011	431205	06/17/25	10014339	THE DREAMBOATS BAND, LLC	11	CONCERT 07/02/25	0.00	3,200.00
1011	431206	06/17/25	10009023	TIRE HUB, LLC	171710	TIRES	0.00	165.13
1011	431206	06/17/25	10009023	TIRE HUB, LLC	171710	TIRES	0.00	831.42
TOTAL CHECK							0.00	996.55
1011	431207	06/17/25	10010941	TYSON KOERPER	995100	CREATIVE/JUNE-25	0.00	550.00
1011	431208	06/17/25	10011938	T-MOBILE	650303	982979864 MAY-25	0.00	1,372.46
1011	431209	06/17/25	10011938	T-MOBILE	171710	974300786 MAY-25	0.00	73.00
1011	431210	06/17/25	10011938	T-MOBILE	995100	995916635 MAY-25	0.00	61.60
1011	431211	06/17/25	10007171	T-MOBILE USA, INC.	650303	AREA DUMP 2/14,5/6/25	0.00	100.00
1011	431211	06/17/25	10007171	T-MOBILE USA, INC.	650303	AREA DUMP 2/14-5/6/25	0.00	200.00
TOTAL CHECK							0.00	300.00
1011	431212	06/17/25	00004212	TOWNSEND PUBLIC AFFAIRS	352267	LOBBYIST/JUNE-25	0.00	2,018.75
1011	431212	06/17/25	00004212	TOWNSEND PUBLIC AFFAIRS	105105	LOBBYIST/JUNE-25	0.00	6,056.25
TOTAL CHECK							0.00	8,075.00
1011	431213	06/17/25	00004212	TOWNSEND PUBLIC AFFAIRS	105105	GRT WRITING/JUNE-25	0.00	5,000.00
1011	431214	06/17/25	10006008	TRIP ADVISOR HOLDINGS, L	995100	ADS/MAY-25	0.00	5,644.53
1011	431215	06/17/25	10013738	TRUE NORTH COMPLIANCE SE	731150	PL REV CK SVC/MAY-25	0.00	2,917.61
1011	431215	06/17/25	10013738	TRUE NORTH COMPLIANCE SE	731150	PL REV CK SVC/MAY-25	0.00	2,878.71
TOTAL CHECK							0.00	5,796.32
1011	431216	06/17/25	10012511	TSG ENTERPRISES, INC	490015	SEWER LINING/MAY-25	0.00	785.00
1011	431216	06/17/25	10012511	TSG ENTERPRISES, INC	290164	PEAK PARK ACCES/MAY25	0.00	230.00
1011	431216	06/17/25	10012511	TSG ENTERPRISES, INC	499920	MANHOLE REHAB/MAY25	0.00	575.00
TOTAL CHECK							0.00	1,590.00
1011	431217	06/17/25	10012155	TUNNELWORKS SERVICES, IN	52	PMT#5 RET.	0.00	-6,484.06
1011	431217	06/17/25	10012155	TUNNELWORKS SERVICES, IN	52	PMT#6 RET.	0.00	-2,825.69

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431217	06/17/25	10012155	TUNNELWORKS SERVICES, IN	490015	SEWER MAIN LIN/MAY-25	0.00	56,513.75
1011	431217	06/17/25	10012155	TUNNELWORKS SERVICES, IN	490015	SEWER MAIN LIN/MAY-25	0.00	129,681.25
TOTAL CHECK							0.00	176,885.25
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	CR:AMAZON/NGUYEN	0.00	-183.16
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	CR:KIOSK 2ND/DIERINGE	0.00	-98.82
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	RET.ITEM CAMP/KURATA	0.00	-9.75
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	MEDIAHOST L.SCOTT/APA	0.00	0.26
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	115110	DICTIONARY/LOPEZ	0.00	5.43
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	CMOS BATTERY/MIKIEWIC	0.00	7.28
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	9.37
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	MICROFIB CLOTH/MIKIEW	0.00	9.78
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	115120	PASSPORT SUPL/GUERRA	0.00	10.86
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	11.07
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	11	OLDER AMER.SUP/HURTAD	0.00	11.11
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	SUM CAMP SUPL/MANCILL	0.00	11.68
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275205	SPOTIFY ACCT/MARTINEZ	0.00	11.99
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	PASTRY/COMMITE/MEDINA	0.00	12.12
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	STRBCK/POLCADET/DP	0.00	12.25
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	115120	PASSPORT SUPL/GUERRA	0.00	12.26
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/GUERRA	0.00	13.10
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	13.71
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	105105	OFFICE SUPL/MEDINA	0.00	14.12
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275405	TOTTIME GRAD/MARTINEZ	0.00	14.13
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYCLE/VU	0.00	14.20
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGE/NGUYEN	0.00	14.25
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	NOCC LUN/SONNE/LOPEZ	0.00	15.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	BUS LUN/HOQUE/LOPEZ	0.00	15.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	15.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	115110	CANVA SUBS/JIMENEZ	0.00	15.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	105105	NOCC LUNCH/FRANCE	0.00	15.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	732044	BUS TICKET/MARQUEZ-PI	0.00	15.50
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	MONTAGUE TVL/APARICIO	0.00	15.80
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	BAL DUE S.MATTHEW/APA	0.00	15.98
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	115110	ZOOM ACCT/GUERRA	0.00	15.99
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	ZOOM ACCT/JIMENEZ	0.00	15.99
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	ZOOM CONF/MIKHAEL	0.00	15.99
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	ZOOM MO CHG/NGUYEN	0.00	15.99
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGE/NGUYEN	0.00	16.65
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	SMT&FNL/TMSNCK/DP	0.00	17.19
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYCLE/LEE	0.00	18.76
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	19.42
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYCLE/VU	0.00	19.96
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	20.05
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650208	PD MEM.BEV/ESCAMILLA	0.00	21.08
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	21.25
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275305	OLDER AMER SUPL/DAVIS	0.00	21.52
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGE/NGUYEN	0.00	21.78
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	MNTASSTRATEBFST/DP/MM	0.00	21.79
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650208	MOTOROLA/LYFT/NGUYEN	0.00	22.91
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	BAL DUE/N.SHAIK/APARI	0.00	23.95
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGE/NGUYEN	0.00	23.96

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275405	TOTTIME GRAD/MARTINEZ	0.00	24.93
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	731120	PDAOC LUNCH/FOULKES	0.00	25.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYCLE/VU	0.00	25.15
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYCLE/VU	0.00	25.33
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	USB-C EXTEN/NUGYEN	0.00	25.84
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121135	REPRO SUPL/COLES-GUZM	0.00	25.89
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	26.26
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	26.66
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYCLE/VU	0.00	26.84
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	26.86
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYCLE/VU	0.00	27.27
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGE/NGUYEN	0.00	27.50
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	27.57
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	28.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGE/NGUYEN	0.00	28.19
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTROCYCLE/LEE	0.00	28.30
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYCLE/VU	0.00	28.41
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYCLE/VU	0.00	28.56
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275105	OFFICE DECOR/BOX	0.00	28.65
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYCLE/VU	0.00	28.78
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCILITEMS/LOPEZ	0.00	29.10
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/GUERRA	0.00	29.15
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275105	STAFF SUPPL/CHAVEZ	0.00	29.40
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650208	MOTOROLA/DIN/NGUYEN	0.00	29.86
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYCLE/VU	0.00	29.89
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	105105	ADOBE/MKT SUBS/MEDINA	0.00	29.99
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	105105	ADOBE MO SUBS/MEDINA	0.00	29.99
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	30.26
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	USB HUB/MIKIEWICZ	0.00	30.42
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	STARBUCKS/CODE/ENF/GC	0.00	30.50
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275135	P-NUT CATCH MSK/ALARC	0.00	31.27
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650208	MTOROLA PKING/NGUYEN	0.00	31.40
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	SUM CAMP SUPL/KURATA	0.00	31.52
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	11	MOM DAY SUPLY/HURTADO	0.00	32.04
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650208	MOTOROLA DIN/NGUYEN	0.00	32.57
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	IT EQUIP/DIERINGER	0.00	32.61
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121135	FILE ORGANIZER/AVEREL	0.00	34.13
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	ROBOTICS MAT'L/ALARCO	0.00	34.78
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	CARWASH/CM/FRANCE	0.00	35.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/GUERRA	0.00	35.06
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/GUERRA	0.00	36.91
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	STARBKS/ACTSHOTRG/GC	0.00	38.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275315	SAT.SR.DNC SUPL/DAVIS	0.00	38.16
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275410	NAV CT REFRESH/CHAVEZ	0.00	38.97
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	352363	KEYS POWER BOX/MCGEE	0.00	39.20
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	HDMI ADAPTER/MIKIEWIC	0.00	39.54
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275105	OFFICE SUPPLY/CHAVEZ	0.00	40.39
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	352567	TRG MEAL BRK/MOORE	0.00	40.51
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	SUM CAMP SUPL/MANCILL	0.00	40.60
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINNER/GUERRA	0.00	40.97
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	SNACK COMITTEE/MEDINA	0.00	41.48
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275110	COMMISS SUPL/CHAVEZ	0.00	41.76

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275160	GARDEN SUPL/ALARCON	0.00	44.55
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	860810	ALUM BUMPER/LIBUNAO	0.00	44.65
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	352567	TRG MEAL BRK/MOORE	0.00	44.75
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275210	GAMES/JUNETEE/MANCILL	0.00	45.63
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275305	MOM DAY PAINT/DAVIS	0.00	46.27
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275160	EQUIP BAG/MANCILLA	0.00	46.75
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275410	NAV CT REFRESH/CHAVEZ	0.00	46.80
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275105	REFRESH STF MT/CHAVEZ	0.00	47.64
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	352567	PW WK COFFEE/MOORE	0.00	47.72
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	PW WK SCH.MEAL/HUNT	0.00	48.73
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275405	TOTTIME GRAD/MARTINEZ	0.00	49.55
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	SUM CAMP SUPL/COLES-G	0.00	50.02
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	DETAIL SUPPL/MACIAS	0.00	50.61
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	1ST AID SUPL/ALARCON	0.00	50.96
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE COFFEE/MIKHAEL	0.00	50.96
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	51.54
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	FEDEX/DK	0.00	51.55
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	11	OLDER AMER SUPL/DAVIS	0.00	52.12
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	ROBOTICS PTS/ALARCON	0.00	52.17
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	352363	EHS TRG MEAL/MCGEE	0.00	54.10
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	170670	STORAGE BINS/LIBUNAO	0.00	54.55
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	170670	WATER FILTER/LIBUNAO	0.00	55.78
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	11	OLDER AMER SUPL/HURTA	0.00	57.09
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	352567	PUB.WKS.WK/MIKHAEL	0.00	57.96
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650409	CONEX BOX LEASE/GEYER	0.00	59.40
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	352363	EHS TRG MEAL/MCGEE	0.00	59.96
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275145	SLING/AQUATICS/KURATA	0.00	60.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650208	PD MEM.BEV/ESCAMILLA	0.00	60.09
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	PW WK EMP BBQ/HUNT	0.00	60.13
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	SUM CAMP SUPL/MANCILL	0.00	64.15
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	PW WK SCH.MEAL/HUNT	0.00	65.24
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	11	OLDER AMER SUP/HURTAD	0.00	65.56
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	MNTASTRATERLNCH/DP/MM	0.00	66.04
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	11	OLDER AMER MO/HURTADO	0.00	66.63
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	11	OLDER AMER SUP/HURTAD	0.00	68.15
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	69.45
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	170670	POSTER HANGR/LIBUNAOI	0.00	70.24
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SUPL/LOPEZ	0.00	71.26
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	TIRE/MACIAS	0.00	71.80
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	CPRS/SRCSLAD/GC	0.00	75.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	STARBKS/ACTSHOTRG/GC	0.00	77.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650404	COMPU EQUIP/DIERINGER	0.00	78.25
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	11	MOM DAY SUPLY/HURTADO	0.00	79.52
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	115110	CIT.CLK.ITEMS/JIMENEZ	0.00	82.80
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	352363	EHS TRG MEAL/MCGEE	0.00	84.42
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	170670	TOILET VALVE/LIBUNAO	0.00	89.71
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275145	SLING SUBS/KURATA	0.00	92.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650208	MOTOROLA DIN/NGUYEN	0.00	96.78
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	MNTASTRATERLNCH/DP/MM	0.00	98.31
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	KIOSK 2ND/DIERINGER	0.00	98.82
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650302	PD OFS SUPL/COLES-GUZ	0.00	99.66
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	LINKEDIN/ASSTENG/RV	0.00	100.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650208	MOTOROLA PKING/NGUYEN	0.00	100.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	ICMA/ADMINASTPDAD/GC	0.00	100.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	LNKDIN/RECRUIT/DP	0.00	100.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275150	SPRINKLERS/ALARCON	0.00	101.88
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTSRST/HOMELESS/GC	0.00	103.96
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	STRBCK/POILBKFT/DP	0.00	105.35
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	PW WK MEAL BRK/HUNT	0.00	108.29
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275315	SAT SR.DNC SUPL/DAVIS	0.00	114.69
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	352567	TRF MEAL BRK/MOORE	0.00	117.97
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	CEAOC MTG/MIKHAEL	0.00	118.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	115110	DROPBOX/LOPEZ	0.00	119.88
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	731120	DROPBX RENEW/FOULKES	0.00	119.88
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNTSRSTCODEENFSUP/GC	0.00	121.79
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	SUM CAMP SUPL/KURATA	0.00	126.79
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	NATJA HOTEL/APARICIO	0.00	126.89
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	NATJA HOTEL/APARICIO	0.00	126.89
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	NATJA HOTEL/APARICIO	0.00	126.89
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	NATJA HOTEL/APARICIO	0.00	126.89
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	NATJA HOTEL/APARICIO	0.00	126.89
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	MEDIAHOST A.KHACH/APA	0.00	135.90
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650102	GRAMMER ASSIST/NGUYEN	0.00	144.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121135	CAPPO MBRSHP/AVERELL	0.00	145.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	11	OLDER AMER MO/HURTADO	0.00	147.40
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	170670	INSECT TRAPS/LIBUNAO	0.00	148.54
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650208	PD MEM.PASTRY/ESCAMIL	0.00	150.12
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	SMSCLB/ACTVSHOOTER/RV	0.00	158.91
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	115125	WEBINAR TRG/GUERRA	0.00	159.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/GUERRA	0.00	160.19
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	SUM CAMP SUPL/KURATA	0.00	162.42
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	352567	SSO RESP MEAL/MOORE	0.00	166.55
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	LNKDLN/MONSUBADV/DP	0.00	169.99
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	MEDIAHOST/SCOTT/APARI	0.00	170.50
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275105	STAFF REFRESH/CHAVEZ	0.00	173.65
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650208	PASTRY INSP MORN/COTA	0.00	178.46
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650601	LIF SAV PLAQUE/BAILEY	0.00	180.25
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	11	MOM DAY SUPL/HURTADO	0.00	183.53
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275305	OLER AMER SUPL/DAVIS	0.00	188.87
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	SUM CAMP SUPL/COLES-G	0.00	191.07
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	PW WK SCH MEAL/HUNT	0.00	200.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650302	PD OFS SUPL/COLES-GUZ	0.00	204.53
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650407	RANGE EQUIP/DIERINGER	0.00	210.18
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINNER/GUERRA	0.00	215.03
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	SSD HARD DR/MIKIEWICZ	0.00	217.48
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	MEDIAHOST C.WANG/APAR	0.00	226.12
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	LTASSESSMTLNCH/MM	0.00	228.05
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	632110	NYNY LV ICSC/FOULKES	0.00	231.29
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	126152	ONLIN WTR GTWAY/HYUN	0.00	246.30
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	STND GYM SPEAK/MANCIL	0.00	247.93
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	4PRMS/LIPBLMSJBFRS/RV	0.00	248.58
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	170670	FAUCETS/LIBUNAO	0.00	249.26
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650303	SLID SHO SFTW/MIKIEWI	0.00	249.95
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	AMWA/LDWTRSVCSTECH/RV	0.00	250.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	SCAG CF HOQUE/LOPEZ	0.00	251.95
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	632110	NYNY LV ICSC/FOULKES	0.00	261.91
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	115125	WEBINAR TRG/GUERRA	0.00	279.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINNER/LOPEZ	0.00	279.80
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	560210	PW LUNCHEON/MIKHAEL	0.00	283.79
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650407	RANGE EQUIP/DIERINGER	0.00	292.25
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275130	SUM CAMP SUPL/KURATA	0.00	294.20
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	995100	VISIT CA/DENVER/APARI	0.00	296.96
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	NACWA/LDWTRTCH/DP	0.00	300.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	CANVA/ADMRKT/DP	0.00	300.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	275310	BINGO SUPL/MOMPELLER	0.00	303.48
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	CWEA/LDWTRSVCSTECH/RV	0.00	335.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	MEDIAHOST/NAZNEEN/APA	0.00	349.53
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	170670	TOILET PT INS/LIBUNAO	0.00	351.77
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	732044	BIRTH CERTS/NIELSEN	0.00	358.03
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650404	COMPU EQUIP/DIERINGER	0.00	372.57
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	S.MATTHEWS HOTEL/APAR	0.00	381.44
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	732044	EMG CLOTHING/NIELSEN	0.00	416.82
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	860810	PLAYGR.PTS/LIBUNAO	0.00	431.10
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	121110	DESINTI/MRKTAID/DP	0.00	449.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650103	PROTEIN TUMBLE/NGUYEN	0.00	463.38
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	MEDIAHOST/STOHLER/APA	0.00	543.60
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FLEET/TIRES/HUNT	0.00	933.65
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	650404	PH.EQUIP/DIERINGER	0.00	983.71
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	105105	CONSTANT CONT/FRANCE	0.00	1,079.40
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	860810	PW LUNCHEON/MIKHAEL	0.00	1,135.97
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	171710	FLEET REAR ASEM/HUNT	0.00	1,600.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106127	MEALS/LOV BP/BOX	0.00	2,041.02
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSPITALITY FEE/COPPI	0.00	2.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	WATER @ CONF/COPPING	0.00	8.50
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	POWER I-PAD CHG/COPPI	0.00	9.78
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	FOOD @ CONF/COPPING	0.00	10.99
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	FOOD @ AIRPRT/COPPING	0.00	13.10
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	LV CONF TAXI/COPPING	0.00	14.31
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	LV CONF TAXI/COPPING	0.00	14.69
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	LV CONF TAXI/COPPING	0.00	16.31
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	FOOD @ CONF/COPPING	0.00	17.45
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	LV CONF TAXI/COPPING	0.00	17.69
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	GSUITES MO SUBS/COPPI	0.00	21.60
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	FOOD @ CONF/COPPING	0.00	35.96
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	LV CONF TAXI COPPING	0.00	38.51
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	LV CONF TAXI/COPPING	0.00	38.51
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	FOOD @ CONF/COPPING	0.00	47.47
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	ADOBE MO SUBS/COPPING	0.00	59.99
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	CLIENT MTG/COPPING	0.00	63.94
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	KNOTTS LUN MT/COPPING	0.00	66.73
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	560210	TOOLS/PORTER	0.00	71.70
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	AIRPRT PKING/COPPING	0.00	72.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	115110	IIMC ONLINE/BADILLO	0.00	75.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	160105	PW WK EMP BBQ/PORTER	0.00	112.17
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	631142	FACEBK TOBACCO/FEWER	0.00	147.69
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	RM CHARGE/COPPING	0.00	162.13

SELECTION CRITERIA: transact.trans_date between '20250605 00:00:00.000' and '20250619 00:00:00.000'
ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	560210	YELLOW HEATSPR/PORTER	0.00	190.64
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOTEL CAL TRVL/COPPIN	0.00	269.35
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	115115	ELECT HANDBK/BADILLO	0.00	303.18
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	560210	ST. OFS. CHAIR/PORTER	0.00	323.24
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	CONSTANT/SUBS/COPPING	0.00	489.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	AIR CAL TRVL/COPPING	0.00	498.00
1011	431230	06/17/25	00010474	U.S.BANK CORPORATE PAYME	106117	CAL TRVL CONF/COPPING	0.00	1,399.00
TOTAL CHECK							0.00	33,883.93
1011	431231	06/17/25	10014340	UA FULLERTON LLC	11	SUMMERCAMP 7/2/25	0.00	2,500.88
1011	431232	06/17/25	10008867	UNITED STATES POSTAL SER	11	POSTAGE FY25-26	0.00	10,000.00
1011	431233	06/17/25	10013521	UNLIMITED POSSIBILITIES	275120	MARTIAL ARTS/SPR-25	0.00	73.15
1011	431234	06/17/25	10011587	US BANK	997100	TRUSTEE FEES/APR-25	0.00	12.31
1011	431235	06/17/25	10011587	US BANK	11	TRUSTEE FEES/APR-25	0.00	987.69
1011	431236	06/17/25	10011753	US BANK	11	PFA TRUSTEE 5/24-4/25	0.00	2,650.00
1011	431237	06/17/25	00001911	JEFF VAN SICKLE	275135	YT OFFIC 5/28-6/10/25	0.00	100.00
1011	431238	06/17/25	10009230	VERIZON BUSINESS	170670	4123237 X26 MAY-25	0.00	449.92
1011	431239	06/17/25	10004361	VORTEX INDUSTRIES, LLC	170670	AUTOMATIC DOOR REPAIR	0.00	6,352.08
1011	431240	06/17/25	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	469.52
1011	431241	06/17/25	00005726	WALTERS WHOLESALE ELECTR	170670	LIGHTING COM CTR	0.00	670.99
1011	431242	06/17/25	00010522	WATSON PAINTING CORP	732031	HIP202413 CASTILLO	0.00	5,425.00
1011	431243	06/17/25	00000141	WEST COAST ARBORISTS INC	731105	10 SUSTAIN TROPHIES	0.00	2,693.75
1011	431243	06/17/25	00000141	WEST COAST ARBORISTS INC	560641	TREE TRIMMING/MAR-25	0.00	615.00
TOTAL CHECK							0.00	3,308.75
1011	431244	06/17/25	00000140	WEST COAST SAND & GRAVEL	352363	BACKFILL	0.00	748.69
1011	431245	06/17/25	10006770	WEST JUSTICE CENTER	11	BAIL REC# BP02122	0.00	2,500.00
1011	431246	06/17/25	10012651	WILD RIVERS WATERPARK SP	275130	BAL DUE CAMP 06/26/25	0.00	1,880.00
1011	431247	06/17/25	10011861	WILLDAN ENGINEERING	590189	DALE/CRESNT/MAY-25	0.00	78,794.07
1011	431248	06/17/25	10013494	ANIYAH WILLIAMS	275120	GYMNASTICS/SPRING-25	0.00	186.20
1011	431249	06/17/25	10013257	WORKCARE, INC.	121110	WELLNESS PROG/MAY-25	0.00	14,518.73
1011	431250	06/17/25	10014350	CARL NELSON	11	CONCERT 07/09/25	0.00	4,000.00
1011	431251	06/17/25	10006857	YARDLEY ORGILL CO., INC.	352363	PARTS FOR STOCK	0.00	4,772.16

SELECTION CRITERIA: transact.trans_date between '20250605 00:00:00.000' and '20250619 00:00:00.000'
ACCOUNTING PERIOD: 12/25

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	431252	06/17/25	10012296	YOUNG CHAMPIONS RECREATI	275120	SELF DEFENSE/SPR-25	0.00	2,844.86
1011	431253	06/17/25	10011660	YUNEX, LLC	560230	ROUTINE SIG MT/MAY-25	0.00	8,418.06
1011	431253	06/17/25	10011660	YUNEX, LLC	560230	EXTRA SIG MT/APRIL-25	0.00	2,194.78
TOTAL CHECK							0.00	10,612.84
1011	431254	06/17/25	10014332	ZARTICO, INC.	96	1 YR SUBS/CAMPAIGN	0.00	20,000.00
1011	431263	06/19/25	10008321	NORTH JUSTICE CENTER	11	BAIL REC# BP02162	0.00	10,000.00
1011	V431255	06/17/25	10014232	FIT KIT INC	632118	VIP REBATE /MAY-25	0.00	5,000.00
1011	V431256	06/17/25	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	675.00
1011	V431257	06/17/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:0846 LTD PA/PMA	0.00	2,010.00
1011	V431257	06/17/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	8,186.13
TOTAL CHECK							0.00	10,196.13
1011	V431258	06/17/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	360.00
1011	V431258	06/17/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	40.00
TOTAL CHECK							0.00	400.00
1011	V431259	06/17/25	00002073	HOUSE OF IMPORTS	632118	VIP REBATE/MAY-25	0.00	500.00
1011	V431260	06/17/25	00008482	JOHN SOTTEK	732031	HIP202422 RISCHIO	0.00	600.00
1011	V431260	06/17/25	00008482	JOHN SOTTEK	126128	HIP202413 CASTILLO	0.00	900.00
TOTAL CHECK							0.00	1,500.00
1011	V431261	06/17/25	00000054	TED JONES FORD INC.	171710	FUEL INJECTOR	0.00	92.72
1011	V431261	06/17/25	00000054	TED JONES FORD INC.	171710	REAR LAMP	0.00	572.15
TOTAL CHECK							0.00	664.87
1011	V431262	06/17/25	00001323	SIMPSON AUTOMOTIVE, INC.	632118	VIP PROGRAM/MAY-25	0.00	500.00
TOTAL CASH ACCOUNT							387.50	5,566,956.70
TOTAL FUND							387.50	5,566,956.70
TOTAL REPORT							387.50	5,566,956.70

Voided Check Numbers	Date Printed
431017	6/17/2025
431189	
431190	
431218	
431219	
431220	
431221	
431222	
431223	
431224	
431225	
431226	
431227	
431228	
431229	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,143,053.64 COVERING REGULAR PAYROLL ENDING JUNE 20, 2025

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $1,143,053.64 set forth on this 9-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025.

_____
City Clerk

SELECTION CRITERIA: checkhis.pay_run='NA2'
ALL CHECKS

PAYRUN: NA2
DATE: 06/27/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V387536	1,902.95	.00		APARICIO, LESLIE	590
V387537	491.06	.00		AYALA, MICHAEL	445
V387538	4,243.40	.00		COPPING, SARA	951
V387539	2,369.95	.00		ENGLEBRECHT, BRIDGET	261
V387540	2,971.17	.00		FEWER, JESSICA	580
V387541	7,230.34	.00		FRANCE, AARON	1650
V387542	244.11	.00		MCKINNEY, KENNETH	552
V387543	2,662.27	.00		MEDINA, YARETZA	8
V387544	1,290.15	.00		OWAKA, PASCHAL	615
V387545	244.11	.00		TEHRANI, AIDIN	551
V387546	2,960.25	.00		CASTRO, GWENDOLYNE	503
V387547	6,513.01	.00		FENTON, EDWARD	1564
V387548	1,823.36	.00		KERN, DONNA	2574
V387549	2,798.97	.00		MIRANDA, MARILU	447
V387550	2,694.44	.00		PREVO, DOREKA	390
V387551	3,571.93	.00		VALDEZ, REBECCA	5490
V387552	2,017.64	.00		BUENROSTRO, PATRICIA	227
V387553	1,751.26	.00		GALLENTINE, KAILEY	486
V387554	3,885.18	.00		GARCIA, ADRIAN	1700
V387555	1,187.31	.00		GLAVIN, BARBARA	1768
V387556	1,973.46	.00		HERNANDEZ, GLORIA	2092
V387557	6,815.85	.00		HYUN, SUNG	2248
V387558	2,298.46	.00		KIM, MIN	2584
V387559	2,247.33	.00		LOVEJOY, REBEKAH	76
V387560	1,083.75	.00		OZAKI, GRACE	3881
V387561	2,072.64	.00		PAK, TIMOTHY	3955
V387562	2,776.85	.00		PEREZ, JESSICA	4111
V387563	2,501.51	.00		TOMASSETTI, JEEVANI	5623
V387564	2,195.89	.00		TRAN, KRYSTLE	242
V387565	3,928.70	.00		AVERELL, MARK	272
V387566	2,346.02	.00		COLES-GUZMAN, MARY	950
V387567	2,329.41	.00		KENNEDY, SEAN	111
V387568	690.57	.00		GODBOLD, KATELIN	672
V387569	957.24	.00		LOPEZ, JESSE	606
V387570	761.89	.00		AHN, JOYCE	263
V387571	774.06	.00		FRANCO-HERNANDEZ, CARLOS	566
V387572	660.31	.00		HOQUE, LAMIYA	412
V387573	526.77	.00		SONNE, SUSAN	5161
V387574	558.90	.00		TRAUT, CONNOR	5399
V387575	2,789.12	.00		ALMQUIST, ANNA PATRICIA	168
V387576	1,833.52	.00		GUERRA, SARAH	1470
V387577	5,486.40	.00		JIMENEZ, ADRIA	2297
V387578	1,018.51	.00		KIRK, RALPH	384
V387579	2,052.08	.00		LOPEZ, ANGELICA	2928
V387580	961.50	.00		PHAM, TAMMY	574
V387581	909.09	.00		HICKMAN, AISHA	665
V387582	4,579.98	.00		CULL, ROBERT	1012
V387583	2,165.85	.00		FLORES, CHRISTOPHER	464
V387584	1,405.24	.00		GUZMAN, FEDERICO	1918
V387585	3,505.39	.00		HOPKINS, NICHOLAS	627

SELECTION CRITERIA: checkhis.pay_run='NA2'
ALL CHECKS

V387586	2,813.56	.00	LESTER, ALEXANDER	2868
V387587	1,843.05	.00	MACIAS, JUDITH	2996
V387588	2,523.49	.00	MAYORQUIN, RAYMUNDO	221
V387589	2,718.36	.00	TART, ANDRE	5235
V387590	2,822.18	.00	ALVAREZ, JOSHUA	458
V387591	2,173.05	.00	CASTANEDA, GUADALUPE	280
V387592	2,421.85	.00	CASTELLANOS, CARLOS	515
V387593	2,500.02	.00	CATALDO, JOHN	766
V387594	2,066.69	.00	DAVIS-VALENTINE, SUZANNE	1085
V387595	422.25	.00	DINH, MICHELLE	433
V387596	6,274.00	.00	FOULKES, MATTHEW	9
V387597	1,794.92	.00	LOMELI, MOISES	472
V387598	4,035.45	.00	LUNA, HARALD	264
V387599	2,800.04	.00	MCALEESE, IAN	159
V387600	3,194.55	.00	NAVARRO, SANDRA	93
V387601	2,226.88	.00	SANTOS, RUTH	4640
V387602	1,825.17	.00	TAE, RAY	5196
V387603	4,132.05	.00	THAI, LOTUS	536
V387604	2,222.39	.00	ZAPIEN, ERNESTINE	5777
V387605	2,313.88	.00	ARDAIZ, LANA	190
V387606	3,330.17	.00	DHAUW, MELISSA	1170
V387607	3,028.27	.00	SUAREZ, SARABETH	5169
V387608	3,192.57	.00	YOON, JIWON	91
V387609	435.34	.00	BARR, LISA	366
V387610	1,784.43	.00	BARRAZA, TAYLOR	501
V387611	2,526.73	.00	COTA, LORRAINE	954
V387612	5,192.91	.00	DAVENPORT, JOSEPH	1094
V387613	6,043.42	.00	GEYER, BRADLEY	1692
V387614	6,426.03	.00	NGUYEN, NGHIA	3755
V387615	10,039.46	.00	NUNES, FRANK	3813
V387616	1,503.14	.00	CHARNES, LANCE	783
V387617	5,817.55	.00	DIERINGER, RYAN	1145
V387618	3,628.83	.00	JIMENEZ, ROBERT	352
V387619	3,437.14	.00	KIM, HYUN	328
V387620	3,169.88	.00	LAM, DAVID	2790
V387621	585.88	.00	LOVCHIK, MICHAEL	6
V387622	3,852.59	.00	MIKIEWICZ, SIMON	3360
V387623	733.52	.00	NOVOTNY, MARY	3705
V387624	2,534.12	.00	SEMAAN, NADIA	4740
V387625	4,996.05	.00	SHADDOW, JON-MICHAEL	4837
V387626	2,581.86	.00	ALCALA, BRITTANY	58
V387627	2,406.17	.00	ARIAS, KALEA	592
V387628	3,735.41	.00	BARAJAS, MAYRA	357
V387629	2,078.73	.00	BINYON, ERIC	506
V387630	4,470.34	.00	BRANDSTETTER, JAMES	629
V387631	4,265.40	.00	BUTH, CATHERINE	561
V387632	2,115.90	.00	CARPENTER, SCARLET	1663
V387633	752.17	.00	CIFUENTES MEDINA, DANNA	671
V387634	431.72	.00	CORONADO, PERLA	553
V387635	682.88	.00	CORTEZ TORRES, AMANDA	450
V387636	3,862.45	.00	ESCOBEDO, STACEY	1530
V387637	4,034.37	.00	ESQUETINI, MARIA	1536
V387638	1,941.80	.00	HERNANDEZ, ISABELLA	112
V387639	901.64	.00	MADHAE, DEEPINDER	555
V387640	2,979.32	.00	MAERKER, ELIZABETH	3017
V387641	4,320.71	.00	MCGRATH, CODY	3220

SELECTION CRITERIA: checkhis.pay_run='NA2'
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V387642	714.10	.00	MENDOZA ESPINOZA, MYA	532
V387643	745.66	.00	NOLASCO, NICOLE	595
V387644	697.45	.00	ONTIVEROS, STEVEN	342
V387645	2,322.53	.00	PALMA CARDENAS, DIANA	3970
V387646	714.10	.00	PARRA, ANGEL	498
V387647	796.65	.00	RODRIGUEZ TZAJ, SANDY	604
V387648	795.00	.00	RODRIGUEZ VILLA, YARELI	205
V387649	1,984.94	.00	SAUCEDA, CATHLEEN	4645
V387650	4,432.88	.00	SHERIFF, SAMANTHA	2096
V387651	746.47	.00	SILVERIO, SAMANTHA	497
V387652	4,859.73	.00	TANIGUCHI, MELISSA	5230
V387653	720.40	.00	VELLANOWETH, KRISTINE	217
V387654	689.34	.00	WOOD, HUNTER	605
V387655	875.86	.00	YBARRA, DELIA	529
V387656	1,646.28	.00	CHAN, KARA	795
V387657	2,312.37	.00	FIORE, KATE	1560
V387658	1,820.10	.00	FLOHRA, KARAN	516
V387659	3,464.62	.00	FOX, CHARITY	1641
V387660	659.94	.00	KUHN, MICHELLE	2730
V387661	771.24	.00	KUHN, TARI	2747
V387662	2,083.81	.00	MAERTZ, DANA	3018
V387663	2,918.12	.00	MENDIVEL, CHRISTINA	3299
V387664	2,117.37	.00	NGO, CATHERINE	3752
V387665	1,866.02	.00	PENDLETON, SUN	4080
V387666	1,839.19	.00	RAMIREZ, ARIANNA	86
V387667	1,814.45	.00	TENG, LING-FEI	2871
V387668	6,320.37	.00	BATES, PATRICK	378
V387669	5,324.48	.00	BELTRAN, CHRISTINA	13
V387670	6,129.11	.00	BERNAL, DAVID	480
V387671	3,386.24	.00	BLACKWOOD, PHALANN	550
V387672	3,616.86	.00	BOURNE, CLIFFORD	5612
V387673	3,874.41	.00	BOYD, ROBERT	584
V387674	4,150.95	.00	BOYER, CAMERON	585
V387675	8,668.63	.00	BRAVO, ISABEL	420
V387676	5,053.72	.00	CAMPOS, LOLANI	728
V387677	4,182.84	.00	CERDA, SERGIO	240
V387678	3,301.89	.00	CHAVEZ, ALEJANDRO	182
V387679	4,125.79	.00	CHAVEZ, ANTONY	246
V387680	6,049.89	.00	CURATOLA, ANTHONY	350
V387681	4,932.77	.00	DAVIS, JONATHAN	1083
V387682	8,889.21	.00	ESCAMILLA, MARIO	1529
V387683	5,365.01	.00	ESCOBEDO, DOMINICK	1521
V387684	2,701.69	.00	ESTRELLA, CARL JOSEPH	415
V387685	3,760.33	.00	FRANKLIN, KEVIN	1649
V387686	7,341.93	.00	GALOS, MICHAEL	1680
V387687	4,897.27	.00	GANO, KEVIN	1742
V387688	2,929.07	.00	GARCIA, JONATHAN	514
V387689	5,074.97	.00	GENTNER, GEORGE	1765
V387690	4,516.95	.00	GONZALEZ, LUIS	164
V387691	3,766.84	.00	GONZALEZ, OSCAR	1785
V387692	4,957.94	.00	HERST, RYAN	2102
V387693	2,908.76	.00	HOGAN, CHRISTIAN MICHAEL	138
V387694	4,799.72	.00	HONG, ALEX	2130
V387695	5,921.06	.00	JIMENEZ, GUSTAVO	2285
V387696	3,890.44	.00	JOHNSON, BRYAN	2300
V387697	7,406.02	.00	LEPE, SERGIO	2901

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V387698	3,359.66	.00	LIRA, JOSEPH	133
V387699	4,828.85	.00	LOPEZ, GUILLERMO	2958
V387700	8,700.59	.00	LOVETERE, JOSEPH	2962
V387701	2,723.34	.00	LUONG, AARON	577
V387702	5,650.84	.00	MARTINEZ, JESUS	117
V387703	5,200.18	.00	MEDRANO, JULIAN	3223
V387704	7,306.62	.00	MEKDARA, BOBBY	624
V387705	3,746.89	.00	MEONO, ROBIN	351
V387706	11,427.32	.00	MOELLER, SARAH	3590
V387707	4,626.37	.00	MORALES, FRANK	3489
V387708	4,062.77	.00	MORQUECHO, FERNANDO	510
V387709	4,762.93	.00	MUNOZ, OSCAR	3605
V387710	3,833.78	.00	MURILLO CASTRO, JULIAN	268
V387711	3,909.05	.00	NGUYEN, ANTHONY	258
V387712	8,544.10	.00	NYHUS, CHRISTOPHER	3808
V387713	5,157.77	.00	O'DETTE, DIRK	3823
V387714	4,825.22	.00	OH, WILLIAM	326
V387715	2,951.76	.00	OSORIO, STEVIE	573
V387716	2,783.67	.00	PADILLA, VALERIE	108
V387717	5,941.09	.00	PINO, RICHARD	4171
V387718	6,335.96	.00	PROCEL, ANDY	4243
V387719	5,066.46	.00	RAMIREZ, ANGEL	4314
V387720	4,526.08	.00	RANGEL, PRISCILLA	4337
V387721	5,796.74	.00	REYES, HUGO	98
V387722	3,928.15	.00	RODRIGUEZ, CHRISTIAN	4476
V387723	3,532.32	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V387724	4,743.87	.00	RUBALCAVA, EFRAIN	4590
V387725	5,145.25	.00	SALAZAR, RYAN	4626
V387726	4,054.37	.00	SOLIS, DANIEL	5000
V387727	2,098.71	.00	SOUSA, MATTHEW	596
V387728	3,507.55	.00	TEWELL, MELISSA	5282
V387729	5,832.48	.00	TOMSICK, MARTIN	5360
V387730	4,692.98	.00	TRAN, TUYET	5424
V387731	3,358.64	.00	TURNER, JERAMIAH	291
V387732	2,925.02	.00	WILLIAMS, JUDITH	5660
V387733	3,097.89	.00	WILLIAMS-GIROUX, JACOB	499
V387734	5,792.14	.00	COLON, BOBBY	900
V387735	5,066.75	.00	LEE, CONNOR	2861
V387736	1,700.03	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V387737	5,146.37	.00	ORTEGA, MICHAEL	104
V387738	4,756.62	.00	RICE, JAMES	4408
V387739	2,004.99	.00	SILVA, OSCAR	4886
V387740	1,952.31	.00	UMLAH, AMBER	5435
V387741	2,020.85	.00	VAZQUEZ-CAMACHO, MARLENE	101
V387742	5,640.91	.00	VU, JEFFREY	5519
V387743	1,184.40	.00	BAIR, JOHN	284
V387744	733.68	.00	CASEY, DROUETT	771
V387745	1,040.53	.00	PATTON, DANA	4060
V387746	5,908.52	.00	BAILEY, JOHN	355
V387747	4,661.12	.00	BOUDREAU, CORY	583
V387748	2,305.89	.00	BOUDREAU, LAURA	2192
V387749	5,327.12	.00	BOYINGTON, DEVIN	594
V387750	5,856.86	.00	CARNEY, THOMAS	751
V387751	6,507.76	.00	CHRISTIANSEN, ANDREW	97
V387752	3,693.52	.00	EK, CHRISTOPHER	1477
V387753	4,396.40	.00	KALAGIAN, BRYANT	2436

SELECTION CRITERIA: checkhis.pay_run='NA2'
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V387754	2,380.28	.00	LARA, KARON	103
V387755	2,515.94	.00	LOMELI, LISBETH	4516
V387756	2,986.19	.00	LOPEZ, VANESSA	2929
V387757	5,092.19	.00	LOPEZ, WILLYVALDO	2941
V387758	6,325.51	.00	LOWE, AUSTIN	2956
V387759	5,784.64	.00	MOON, DAVID	3479
V387760	1,871.48	.00	MORALES MALDONADO, IVETT	3490
V387761	1,736.56	.00	O'DETTE, NANCY	1920
V387762	4,721.68	.00	PANTOJA, DAVID	3986
V387763	7,743.12	.00	PLUMLEE, ROGER	4180
V387764	2,238.48	.00	SULLIVAN, STACEY	5160
V387765	3,153.59	.00	TREADWAY, SARA	4210
V387766	6,087.01	.00	VU, KRISTINE	63
V387767	4,237.44	.00	YO, DANIEL	5752
V387768	23.70	.00	BENDINELLI, DOMINIC	490
V387769	2,137.93	.00	CARDENAS, MARGARET	336
V387770	23.70	.00	FIGUEROA, NAYELI	403
V387771	2,158.51	.00	IBARRA, KRISTI	88
V387772	23.70	.00	JAMES, SAGIL	392
V387773	6,220.36	.00	MIKHAEL, MINA	3359
V387774	23.70	.00	SCHOONER, BRANDON	556
V387775	23.70	.00	SINGHAL, ANNIE	4893
V387776	2,026.89	.00	ALMANZA, MINERVA	79
V387777	4,422.33	.00	ALQAM, NADER	71
V387778	4,025.66	.00	ARABOLU, DEEPTHI	178
V387779	2,995.31	.00	CAPISTRANO, FRANCES	74
V387780	2,716.40	.00	ESPARZA-ALMARAZ, AARON	383
V387781	2,731.17	.00	GUZMAN, HECTOR	512
V387782	3,080.39	.00	LANNAN, GREGORY	2791
V387783	2,382.03	.00	LEE, HYANG SUN	430
V387784	3,451.17	.00	MILLER, JADEN	513
V387785	2,780.78	.00	PENA, MANUEL	2933
V387786	2,920.04	.00	TRAN, JASON	96
V387787	3,555.56	.00	WRAY, NORMAN	5725
V387788	2,375.63	.00	ZARAGOZA, EDUARDO	5788
V387789	3,148.82	.00	AUBUCHON, LAURIE	250
V387790	2,060.07	.00	GENERA, ELIZABETH	1685
V387791	4,439.01	.00	HUNT, JOSEPH	2249
V387792	1,809.98	.00	LUX, ANDREA	2972
V387793	2,268.99	.00	VENEGAS MENDEZ, JAVIER	5491
V387794	982.36	.00	AREVALOS, RYAN	456
V387795	2,838.04	.00	BACA, ANDREW	315
V387796	2,964.35	.00	BRITO, MICHAEL	642
V387797	1,326.33	.00	CASTRO, EFRAIN	641
V387798	677.56	.00	CASTRO, JOHN	540
V387799	1,373.94	.00	DURAN, LUIS	623
V387800	3,189.03	.00	ESCATEL-OROSCO, PEDRO	1537
V387801	1,502.23	.00	ESPINOSA, GUIDO	637
V387802	1,275.75	.00	ESTRADA, EDUARDO	634
V387803	1,646.92	.00	GONZALES, DERRICK	635
V387804	3,618.85	.00	GONZALEZ, ALEJANDRO	1783
V387805	1,411.61	.00	GONZALEZ, KONRAD	587
V387806	4,100.96	.00	LIBUNAO, NINO	2912
V387807	1,814.62	.00	LISCANO, CHRISTOPHER	850
V387808	1,767.10	.00	MARASCO, MATTHEW	289
V387809	1,636.00	.00	MARTINEZ, JEFFREY	535

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V387810	2,568.02	.00	MUNOZ, JOHNNY	144
V387811	2,041.51	.00	NAJERA, JESSE	3630
V387812	1,266.39	.00	ORTIZ, RAYMOND	309
V387813	1,266.39	.00	PAPANIC, DENNIS	548
V387814	1,724.17	.00	PEREZ, ISAIAH	523
V387815	2,621.34	.00	RIVERA, JOE	4450
V387816	1,393.94	.00	ROBLES, ISAIAH	644
V387817	1,687.43	.00	RODRIGUEZ, MIGUEL	589
V387818	2,763.92	.00	RODRIGUEZ, OSCAR	131
V387819	2,424.45	.00	SERNA, JUAN	4728
V387820	2,562.20	.00	TORREZ, JAVIER	69
V387821	2,453.34	.00	CARRILLO, EDWARD	765
V387822	1,272.09	.00	CHAVEZ, CAESAR	544
V387823	2,503.75	.00	ELLS, ZACHARY	1500
V387824	2,557.67	.00	ENNIS, JOSEPH	262
V387825	3,057.36	.00	FINCH, BARRETT	1574
V387826	3,074.84	.00	HAGAN, KEVIN	1947
V387827	3,306.02	.00	KVENBO, SCOTT	2750
V387828	2,069.06	.00	LAUTERIO, MATTHEW	533
V387829	2,278.23	.00	MARTINEZ, MARCO	215
V387830	4,380.15	.00	MCGEE, MICHAEL	9306
V387831	3,624.96	.00	MILLER, DAVID	3390
V387832	3,292.45	.00	MOJARRO, ANDREW	3082
V387833	3,342.79	.00	MOORE, FRANK	3486
V387834	1,647.85	.00	MYLLES, JOSHUA	279
V387835	1,935.21	.00	PRECIADO, CAMDEN	134
V387836	2,484.09	.00	SANCHEZ, JUAN	4617
V387837	2,164.04	.00	SPEAR, ANTHONY	5011
V387838	2,890.95	.00	STEPHENSON, MARK	5122
V387839	2,739.76	.00	TAVARES, JAMEY	5231
V387840	1,837.44	.00	ALVAREZ, CARLOS	136
V387841	2,403.05	.00	DAHL, TERRY	1084
V387842	2,183.56	.00	DOMINGUEZ, KEVIN	565
V387843	1,130.48	.00	ESPINO, KEVIN	517
V387844	2,383.32	.00	GARCIA ORTEGA, JOSE	1636
V387845	2,024.77	.00	GRIMES, DAVID	1881
V387846	1,883.98	.00	GUZMAN, KEVIN	132
V387847	2,228.52	.00	KOSS, MICHAEL	2718
V387848	3,011.73	.00	MARTINEZ, GABRIEL	3139
V387849	2,480.78	.00	MELLADO, KIM	3289
V387850	2,677.60	.00	MERROW, MATTHEW	3316
V387851	2,226.79	.00	OTTEN, DAVID	3869
V387852	2,261.46	.00	PERKINS, CUMARI	454
V387853	3,427.62	.00	PORTER, JEFFREY	4174
V387854	2,728.21	.00	RODRIGUEZ, EDWARD	4479
V387855	1,867.02	.00	RUIZ, ALEJANDRO	416
V387856	1,911.31	.00	TORRES, SALVADOR	234
V387857	2,170.06	.00	WELLS, ANTHONY	5610
V387858	1,275.72	.00	YANEZ, ANDREW	521
V387859	1,016.66	.00	AVERELL, ANDREW	349
V387860	2,619.55	.00	CAMPIZTA, ADAM	225
V387861	2,335.20	.00	DE LA CRUZ, RICARDO	558
V387862	3,042.21	.00	MACIAS, RAYMOND	2998
V387863	2,515.21	.00	WEAR, JOHN	5606
V387864	2,111.20	.00	ALARCON, ALEXANDER	485
V387865	6,682.87	.00	BOX, JAMES	576

SELECTION CRITERIA: checkhis.pay_run='NA2'
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V387866	23.70	.00	CARVER, BRIAN	586
V387867	2,087.20	.00	CHAVEZ, ARIANA	788
V387868	23.70	.00	CHENCINSKI, COLETTE	487
V387869	1,839.99	.00	CONTRERAS, SAUL	95
V387870	12.70	.00	DE LA LUZ, ALICIA	408
V387871	23.70	.00	HOLGUIN, COURTNEY	394
V387872	3,419.68	.00	KURATA, DALE	2749
V387873	2,078.40	.00	MANCILLA, JSSICA	451
V387874	23.70	.00	MARTINEZ, JUANITA	421
V387875	2,513.90	.00	MARTINEZ, SERENA	3147
V387876	1,974.72	.00	MOMPELLER, JUSTICE	443
V387877	793.21	.00	SANCHEZ, CHRISTOPHER	236
V387878	3,303.63	.00	SAUCEDA, MARK	4642
V387879	23.70	.00	WALLACE, DEAN	402
V387880	23.70	.00	YUN, HYEWON	432
V387881	522.72	.00	ALTAWARAH, RAMA	153
V387882	1,089.24	.00	ALVARADO, ADRIAN	89
V387883	570.39	.00	AMESCUA, MICHAEL	542
V387884	629.09	.00	ARIAS, SOFIA	537
V387885	681.38	.00	BAHENA, PEDRO	148
V387886	644.75	.00	BAKER, JAMISON	465
V387887	352.84	.00	BRAMASCO, EMELY ROSALEE	612
V387888	902.74	.00	CARVENTE, GIANJAVIER	334
V387889	1,387.31	.00	CISNEROS, MICHELLE	812
V387890	470.45	.00	DIEGO, NICOLE	331
V387891	887.47	.00	DURGIN, JAYLIND	186
V387892	689.01	.00	ESCAMILLA PATRICIO, DANIELLE	534
V387893	967.46	.00	FERNANDEZ, GISSEL	330
V387894	405.11	.00	GARCIA, MICHELE	171
V387895	942.19	.00	GONZALEZ, ISAAC	294
V387896	828.90	.00	GRANADOS, REGINA	145
V387897	759.25	.00	GUERRA, ATHZIRI	141
V387898	1,073.83	.00	GUERRA, ROCCO	44
V387899	1,177.69	.00	GUILLEN, JAYDEN	339
V387900	925.70	.00	GUTIERREZ, MICHELLE	1925
V387901	1,321.04	.00	HERNANDEZ, KATE	2091
V387902	344.14	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V387903	1,321.04	.00	HOLLOWAY, ELIZABETH	2185
V387904	582.12	.00	LEWIS, ALEC	266
V387905	1,191.33	.00	MAGANA, ADAM	173
V387906	522.72	.00	MAY, REBECCA	3
V387907	926.55	.00	MOLINA, LILLY	611
V387908	1,412.60	.00	MORENO, ANDREW	161
V387909	605.61	.00	NGHIEM, NATALIE	249
V387910	691.50	.00	NGUYEN, KEVIN	299
V387911	613.43	.00	NGUYEN, TIFFANIE	609
V387912	958.64	.00	OCHOA, ALAN	192
V387913	407.54	.00	ONTIVEROS, IZABELLA	3864
V387914	841.67	.00	OYADELE, AYOMIDE	618
V387915	677.56	.00	RAY, SABRINA	286
V387916	1,116.82	.00	RIVERA GOMEZ, YAMILEX	4432
V387917	644.75	.00	RODRIGUEZ, KAREN	538
V387918	691.50	.00	RODRIGUEZ, MIKAYLA	295
V387919	426.89	.00	ROQUE, KATRINA	38
V387920	778.82	.00	RUIZ, LUIS	527
V387921	1,006.37	.00	RUSSELL, JEFFREY	150

SELECTION CRITERIA: checkhis.pay_run='NA2'
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V387922	1,097.82	.00	SANCHEZ, NATHAN	504
V387923	621.27	.00	SHRESTHA, SALIS	610
V387924	139.40	.00	SINGH, JAKOB	45
V387925	570.39	.00	SOLIMAN, MARSEL	322
V387926	1,216.67	.00	SOLTERO, JESSE	177
V387927	738.62	.00	SORIA, NOAH	5004
V387928	1,112.62	.00	STRICKLER, LINDA	5135
V387929	1,019.64	.00	TAPIA, ANGELICA	306
V387930	803.51	.00	THANKESWARAN, HASHMITHAA	543
V387931	1,292.00	.00	THOMSEN, MATTHEW	194
V387932	2,653.81	.00	VAN SICKLE, MICHELLE	2076
V387933	919.06	.00	VAZQUEZ, OSCAR	152
V387934	660.40	.00	VELOZ, SABRINA	146
V387935	370.27	.00	VILLANUEVA, SAMANI	80
V387936	1,015.92	.00	WEBER, ISABELLA	614
V387937	448.68	.00	WONGSUPHAKPHAN, BRIANNA	337
V387938	1,433.13	.00	AGUILERA, CIENNA	617
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V387942	1,377.39	.00	CATAN, KYLIE ROSE	185
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V387951	378.57	.00	KIM, SI YON	628
V387952	19.65	.00	LU, AIDEN	660
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V387954	1,446.27	.00	PEDROZA, ANGELINE	325
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V387957	1,028.01	.00	SALO, SAVANNAH	602
V387958	1,515.21	.00	SINGH, YASHPREET	48
V387959	1,385.38	.00	SMITH, JOHN	210
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V387968	910.89	.00	CERVANTES, BRIANA	757
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V387974	1,960.93	.00	GRACIA, TONY	622
V387975	773.66	.00	HONG, YI	2189
V387976	2,831.57	.00	HURTADO, MARIA	353
V387977	1,316.94	.00	LARIZ RUBALCAVA, CARLOS	429

SELECTION CRITERIA: checkhis.pay_run='NA2'
ALL CHECKS

V387978	982.36	.00	LIZARRAGA, ERIK	483
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V387980	2,321.39	.00	MARQUEZ PINEDO, ANALISA	3118
V387981	335.34	.00	MEGGINSON, MARK	562
V387982	851.63	.00	MENDOZA, GISELLE	522
V387983	270.08	.00	MORISON, MATTHEW	243
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V387985	1,083.34	.00	ORTIZ, YAHAIRA	241
V387986	706.10	.00	ROJAS, ASHLEY	473
V387987	652.57	.00	RUIZ, GIANCARLO	466
V387988	785.59	.00	SANCHEZ, LORETTA	462
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PAYRUN TOTAL

CHECK:	457	1,143,053.64	.00

TOTAL

CHECKS:	457	1,143,053.64	.00

July 8, 2025
CONSENT CALENDAR
Item No. 4C.

City Council Agenda Report

CONTRACTS WITH BIG BEN ENGINEERING INC., G&A NELOS CONSTRUCTION, INC., MIKE PRLICH AND SONS, INC., AND W.A. RASIC CONSTRUCTION FOR ON-CALL EMERGENCY WATER REPAIR SERVICES

PREPARED BY	PRESENTED BY
Jaden Miller, Associate Engineer	Jaden Miller, Associate Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a contract with Big Ben Engineering, Inc., to provide on-call emergency water repair services without a guaranteed minimum and a not-to-exceed amount of $300,000; 2) Approve a contract with G&A Nelos Construction, Inc., to provide on-call emergency water repair services without a guaranteed minimum and a not-to-exceed amount of $300,000; 3) Approve a contract with Mike Prlich and Sons, Inc., to provide on-call emergency water repair services without a guaranteed minimum and a not-to-exceed amount of $300,000; 4) Approve a contract with W.A. Rasic Construction to provide on-call emergency water repair services without a guaranteed minimum and a not-to-exceed amount of $300,000; 5) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contracts; and 6) Authorize the City Manager and City Clerk to execute the contracts.

PREVIOUS CITY COUNCIL ACTION

The City Council previously approved on-call agreements with contractors for emergency water repair services, which expired on June 30, 2025.

DISCUSSION

The City of Buena Park Water Services Division operates and maintains the existing water system which includes an array of water infrastructure facilities, including 8 groundwater wells, 1 storage reservoir, 1 booster pump station, 4 connections with MWD for imported water, 3 emergency interconnections, 13 pressure regulating stations, and approximately 19,538 service connections consisting of residential (single-family and multi-family), commercial, institutional, industrial, and landscape irrigation land uses. In addition to routine maintenance performed by the City's water staff, there are instances when water facilities require emergency repairs. In some cases, the scope of these repairs exceeds the capabilities of City staff. When this occurs, a contractor is hired to complete the repairs and prevent further damage to the water facilities.

Under the City's previous on-call emergency water repair contracts, two (2) emergency water failures were addressed with a total repair cost of approximately $200,000. Maintaining on-call contracts for emergency water repairs ensures that the City can promptly address failing water facilities while minimizing repair costs.

In an effort to streamline project delivery and provide readily available contractor support, staff issued a Request for Proposals (RFP) on May 22, 2025, for on-call emergency water repair services. On June 16, 2025, seven (7) bids were received and were thoroughly evaluated by staff. Following the evaluation, staff determined that Big Ben Engineering Inc., G&A Nelos Construction, Inc., Mike Prlich and Sons, Inc., and W.A. Rasic Construction possess the required licenses and the necessary experience to perform the emergency repair services.

When services are required for a specific emergency event, the City will request a proposal. A letter proposal will then be agreed upon by the City and the Contractor before a Notice-to-Proceed is issued for each event. At that time, no further City Council action will be required.

Staff recommends approving a three-year contract without a guaranteed minimum and a not-to-exceed amount of $300,000 for each contractor. Due to the on-call nature of this agreement, work is not guaranteed to any contractor.

Within the City's Community Workforce Agreement (CWA) under exclusions, the City Council has made a determination to forego competitive bidding in awarding of contracts for any work that is urgent or emergency in nature.

These contracts were coordinated with the City Attorney.

BUDGET IMPACT

The approval of the proposed on-call contracts do not directly appropriate or expend funds. Services will be requested as needed for emergency situations. Costs associated with the on-call services contract will be funded by the Pipeline Replacement Program budget (Account No. 52-9806-396825).

Attachments

Att. 1 of 8 - Big Ben Contract.pdf
Att. 2 of 8 - Big Ben Proposal.pdf
Att. 3 of 8 - G&A Nelos Contract.pdf
Att. 4 of 8 - G&A Nelos Proposal.pdf
Att. 5 of 8 - Mike Prlich Contract.pdf
Att. 6 of 8 - Mike Prlich Proposal.pdf
Att. 7 of 8 - W.A. Rasic Contract.pdf
Att. 8 of 8 - W.A. Rasic Proposal.pdf

CITY OF BUENA PARK
COUNTY OF ORANGE
STATE OF CALIFORNIA

CONTRACT DOCUMENTS

ON-CALL EMERGENCY WATER REPAIR SERVICES

PROJECT NO. N/A
BID NO. N/A
JULY, 2025

Prepared under the Supervision of:
Mina Mikhael, P.E.
Director of Public Works/ City Engineer



Recommended by:

Deepthi Arabolu, P.E., T.E.
Assistant City Engineer
R.C.E. 75742

Approved by:

Mina Mikhael, P.E.
Director of Public Works/City Engineer
R.C.E. 84166

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CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR

ON-CALL EMERGENCY WATER REPAIR SERVICES
"Project"

Project Number: N/A
Bid Number: N/A

This CONTRACT ("Contract") is made and entered this 8th day of July, 2025 ("Effective Date"), by and between the CITY OF BUENA PARK, a California municipal corporation ("City") and Big Ben Engineering, Inc., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 774444. The Contractor and the City are sometimes referred to herein collectively as the "Parties" and singularly as "Party."

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

A. This Contract;
B. The Request for Proposals (RFP) for On-Call Emergency Water Services issued by the City of Buena Park, dated May 22nd, 2025;
C. The Contractor's Bid Proposal for the City of Buena Park On-Call Emergency Water Repair Services, dated June 16th, 2025, (including documentation accompanying the Bid and any post-Bid documentation.
D. Any "Notice to Proceed" issued by the City to Contractor under the terms of this Contract;
E. The Contractor's Payment and Performance Bonds for any scope of work that is described in a Notice to Proceed issued by the City with a value in excess of $25,000;
F. The City of Buena Park's Special Provisions for Public Works Projects, Latest Edition;
G. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
H. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services.

(A) At any time during the term of this Agreement, the City may issue to Contractor a "Request for Emergency Work Proposals" setting forth the on-call services needed by the City ("Request for Work") and requesting that Contractor provide a written bid to the City in the form attached hereto was Exhibit "A" setting forth Contractor's not-to-exceed bid to perform the services described in the City's Request for Work ("Letter Proposal"). Contractor shall provide a Letter Proposal to the City not later than 5 days following receipt of a Request for Work from the City.

(B) Within 5 days following receipt of a Letter Proposal from Contractor, the City may accept the Letter Proposal by issuing Contractor a "Notice to Proceed" which shall authorize Contractor to perform the services described in the Request for Work for the Compensation set forth in the Letter Proposal. Nothing in this Contract requires the City to accept any Letter Proposal from Contractor, issue any Notice to Proceed to Contractor, to pay Contractor any Compensation or consideration of any kind except as indicated in at Notice to Proceed issued by the City.

(C) Contractor shall provide and perform the on-call emergency water repair services that are set forth in any Notice to Proceed issued under this Contract (collectively, the "Services"), all to CITY's reasonable satisfaction. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the Contractor shall provide the Services under the direction of the Designated Official (or his/her designee). The Contractor shall commence performance of the Services upon receipt of a written Notice to Proceed from the Designated Official authorizing the Contractor to proceed, and only to the extent of such authorization or task order. The City may, from time to time, request changes in the scope of services of the Contractor to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3. Compensation. The Contractor shall perform the Services described in each Notice to Proceed at the direction of the City, and City shall pay Contractor in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in the Notice to Proceed issued by the City for each scope of Services. The maximum "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the Contractor is entitled to receive pursuant to this Agreement shall equal to the total value of Notices to Proceed for Services approved by the City under this Contract. No claims for additional compensation shall be allowed unless authorized in advance by the City in writing. Any additional work or expenses authorized by the City shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties.

4. Term of Contract: The term of this agreement shall commence on **July 8, 2025** and shall remain in full force and effect until **July 8, 2028**. The Contractor agrees to complete the work to City's satisfaction within the amount of working days agreed upon for each task order. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

   a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.

   b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).

   c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

   a. General Liability: $2,000,000 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 project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.

   b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

   c. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

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

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

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

3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.

6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.

7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours

of the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11 All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."

12. All insurance coverage shall contain a clause substantially in the following words: *"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."*

13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.

14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.

16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.

17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.

18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party

in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to 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, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City or review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnitifcation.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City 's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to 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. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

12. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

_____
("CONTRACTOR")

By: _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

(ONLY REQUIRED FOR TASK ORDERS ABOVE $25,000)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF TASK ORDER

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars ($_____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal,

any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.* *DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

(ONLY REQUIRED FOR TASK ORDERS ABOVE $25,000)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF TASK ORDER

(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____,

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

_____

Dollars ($_____), this amount being not less than 100% of the total Contract Price, in 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, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her 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 provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

_____

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

   City of Buena Park
   City Hall
   6650 Beach Boulevard
   Buena Park, CA 90621

   The insureds under such policy or policies are:

   _____

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

Policy Number	Effective Date	Expiration Date

_____

_____

_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

_____

(Contractor)

are authorized to sign bills and/or receive checks.

NAME	TITLE	SIGNATURE

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____

(name and title)

For: _____

(Bidder)

ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Contractual Liability
□ Owners/Landlords/Tenants
□ Manufacturers/Contractors
□ Products/Completed Operations
□ Broad Form Property Damage
□ Extended Bodily Injury
□ Broad Form Comprehensive General Liability Endorsement
□ Explosion Hazard
□ Collapse Hazard
□ Underground Property Damage
□ Pollution Liability
□ Liquor Liability
□ _____
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ _____*if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative *(Original signature only; no facsimile signature or initialed signature accepted)*

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Any Automobiles
□ All Owned Automobiles
□ Non-owned Automobiles
□ Hired Automobiles
□ Scheduled Automobiles
□ Garage Coverage
□ Truckers Coverage
□ Motor Carrier Act
□ Bus Regulatory Reform Act
□ Public Livery Coverage
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____applies to all coverage(s) except:_____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

□ Following Form
□ Umbrella Liability
□_____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention *(check one)* of $_____ _____applies to all coverage(s) except: _____ _____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____



SPECIAL PROVISIONS

CITY OF BUENA PARK
Special Provisions

The Standard Specifications for the City of Buena Park shall be the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION** (also hereinafter referred to as the *Green Book*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

Where specified in these specifications, the most recent edition of the **Standard Specifications and Standard Plans of the State of California Department of Transportation (Caltrans Standards**) shall apply.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction or the ***Caltrans Standards*** shall be resolved by the Engineer, whose decision shall be final.

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. Refer to Section 3-7.2 Precedence of the Contract Documents in the event of any reference conflicts.

PART 1:
SPECIAL PROVISIONS

The following amendments, additions and deletions shall be incorporated into the Green Book:

Unless otherwise noted, the provisions below shall supplement those provisions in Part 1 of the Standard Specifications.

SECTION 1. GENERAL

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Buena Park

Board – The City Council of the City of Buena Park.

Clerk or City Clerk - The City Clerk of the City of Buena Park.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the Special Provisions.

County – County of Orange, California.

Days - Working days, unless otherwise specified.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Standard Plans - the Standard Plans of the Department of Public Work/Engineering, City of Buena Park unless otherwise specified in these Contract Documents

Standard Specifications – Standard Specifications for Public Works Construction, 2021 Edition or Latest Edition and all supplemental documents issued thereafter.

Caltrans Specifications – Latest Edition.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

Abbreviation	Word or Words
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
Caltrans	Department of Transportation Standard Plans & Specifications, Latest Edition

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2 Contract bonds: The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Add Subsection 1-7.3 to the Standard Specifications:

1-7.3 Consideration of Bid: Bids will be opened publicly by the City Clerk or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency, by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work, if, in the judgment of the Board, the best interests of the Agency will be promoted thereby.

Add Subsection 1-7.4 to the Standard Specifications:

1-7.4 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within sixty (60) calendar days after the opening of the proposal unless otherwise specified in the "Notice to Bidders".

The Agency reserves the right to extend the award of contract period an additional thirty (30) calendar days.

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

Add Subsection 1-7.5 to the Standard Specifications:

1-7.5 Return of Proposal Guarantees: All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective Bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of rejection.

Add Subsection 1-7.6 to the Standard Specifications:

1-7.6 Execution of Contract: The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

Add Section 1-8 to the Standard Specifications:

1-8 REQUIREMENTS AND CONDITIONS

1-8.1 Availability of Plans and Specifications: Plans and specifications may be examined at and obtained from the office of the Engineer. Copies of the Notice to Bidders and proposal

forms are included with the plans and specifications.

1-8.2 Approximate Estimate: The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of the Bidders and for comparison of bids and is not guaranteed to be correct by the Agency.

1-8.3 Examination of Plans, Specifications and Site of the Work: The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications and contract forms therefore. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans and contract.

1-8.4 Proposal Form: All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal cannot be considered as part of the bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give Bidder's address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

1-8.5 Rejection of Proposals Containing Alterations or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-8.6 Proposal Guaranty: All bids shall be presented in a sealed envelope and shall be accompanied by a "Proposal Guaranty" made payable to the Agency and for the amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, or a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

1-8.7 Withdrawal of Proposals: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

1-8.8 Disqualification of Bidders: More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

1-8.9 Competency of Bidders: Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code of the State of California and evidence of such license shall be presented to the Engineer on request.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

1-8.10 Experience of Bidders: After the bid opening, the Engineer may require the three lowest bidders to present satisfactory evidence of sufficient experience and that the successful bidder is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.

1-8.11 Material Guaranty: Bidders may be required to furnish a complete statement of origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

1-8.12 Progress Schedule: Pursuant to Section 6-1.1, the successful Bidder shall submit a progress schedule indicating the time he proposes to utilize in performing the various major divisions of work, and his intended sequence of operations.

SECTION 2. SCOPE AND CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 2 of the Standard Specifications.

2-1 WORK TO BE DONE

The general items of work consists of furnishing all materials, equipment, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated per the on-call services.

It should be brought to the Contractor's attention that the quantities shown on the bid sheet are estimates. Payment shall be made per the actual quantities used and in accordance with these Contract Documents and Special Provisions and the Standard Specifications. This Work requires a **Class A** license.

2-2 PERMITS

Prior to the start of any work, the Contractor shall obtain a no-fee CITY permit from the City of Buena Park and make arrangements for CITY inspections. If applicable, the Contractor shall also obtain a permit from Caltrans prior to work. The Contractor and all subcontractors shall each obtain a CITY business license, and shall be licensed in accordance with the State Business and Professions Code. If applicable, the Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity like Caltrans. The Contractor shall pay all costs incurred by the other permit requirements.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

2-4 COOPERATION AND COLLATERAL WORK

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

Add Subsection 2-4.1 to the Standard Specifications:

2-4.1 Entry by Utility Owners and Property Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

Add Subsection 2-4.2 of the Standard Specifications:

2-4.2 Notice to Remedy

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer,

may seem reasonable and necessary.

The cost and expense of said labor and materials, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.2 Temporary Utility Services

Water - The City will supply the Contractor with all water used during the construction without charge. The Contractor shall, at their own expense, provide facilities for conveying the water from the City's nearest existing fire hydrant, or approved water source, to the point of use. The contractor must apply for a construction water meter ($250 for application) and provide an $800 refundable deposit; **NO DIRECT HOOK-UP TO HYDRANTS WILL BE ALLOWED.**

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer. For Time and Material (T&M), contractor shall have the inspector's approval by signing the extra hours and/or materials on a daily bases. ***THE CITY WILL NOT PAY ANY INVOICE WITHOUT A SIGNATURE OF THE INSPECTOR FOR THE EXTRA HOURS AND/OR MATERIALS ON THE DAILY BASES REPORT.***

Add Subsection 2-8.1 to the Standard Specifications:

2-8.1 Markup, Work by Contractor: The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

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

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

Add Subsection 2-8.2 to the Standard Specifications:

2-8.2 Work by Subcontractor: When all or any part of the extra work is performed by a Subcontractor, the markup established in 2-8.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

Add Subsection 2-8.3 to the Standard Specifications:

2-8.3 Daily Reports by Contractor: The Contractor's cost records pertaining to work paid for on a time and materials basis shall be open to inspection or audit by representatives of the Agency, during the life of the contract and for a period of not less than three (3) years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the Agency on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

Add Section 2-11 to the Standard Specifications:

2-11 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

CITY OF BUENA PARK POLICE DEPT Attention: Traffic Division	**(714) 562-3940**
ORANGE COUNTY FIRE AUTHORITY	**(714) 527-3955**
PARK DISPOSAL	**(714) 522-3577**
AMERICAN MEDICAL RESPONSE	**(714) 808-2288**
BUENA PARKSCHOOL DISTRICT	**(714) 522-8412**
ORANGECOUNTY TRANSPORTATION AUTHORITY (BUS OPERATIONS)	**(714) 530-6060**

SECTION 3. CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 3 of the Standard Specifications.

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials,

employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-2 SELF PERFORMANCE

The Contractor shall perform, with its own organization, contract work to amount to at least 50 percent of the contract price, except that designated "Specialty Items" may be performed by the subcontractor and the amount of any such "Specialty Items" performed may be deducted from the contract price before computing the amount required to be performed by the Contractor with its own organization.

3-5 INSPECTION

The Contractor shall give the Engineer notice of the time when the Contractor or any subcontractor will start the various units or operations of the work. Notice shall be given at least forty-eight (48) hours minimum in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of a representative or inspector on the work. Any work performed by the Contractor or subcontractor(s) in conflict with said notice shall be removed if so ordered by the Engineer or the representative or inspector on the work.

The Contractor shall give 48-hours minimum advance notice to the Engineer for specific inspections or testing activities. The inspection of the work shall not relieve the Contractor of any of the obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity. The Contractor shall be responsible for coordinating inspections with all agencies having jurisdiction.

3-7 CONTRACT DOCUMENTS

3-7.1 General: In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain an approved set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This approved set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction.

Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bidsheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents:

If there is a conflict with any one specific Contract Document, the more stringent requirement as determined by the Engineer shall control.

3-9 SUBSURFACE DATA

If the City, or its consultants, have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related work.

Construction surveying and staking shall be provided by the City.

Re-staking and replacement of construction survey markers damaged as a result of the work,

vandalism, or accident shall be at the Contractor's expense.

Contractor shall re-establish centerline monuments damaged or destroyed during work and file post construction corner records with the Orange County Surveyor's office to verify existing monuments are preserved and/or perpetuated. Copies of post construction corner records shall be submitted to the City.

3-11 CONTRACT CONSTRUCTION INFORMATION SIGNS

Two (2) Construction Information Signs (See attached sign layout detail – City Std 439A) shall be furnished, erected and maintained by the Contractor at the job site, at least ten (10) days prior to beginning construction. The location of the two (2) Constructions Information Signs shall be approved by the Engineer.

3-12 WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. The construction area shall be cleaned by the use of a wet mobile sweeper, a minimum of once a day, or as directed by the Engineer. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged with mark-up to the Contractor and deducted from the Contract Price. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

The Contractor shall make its own arrangements for any necessary storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may only be used for temporary storage with the explicit written permission of the Engineer; however, the Contractor shall be responsible for obtaining any necessary permits from the City and any agency having jurisdiction. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.2 Air Pollution Control: Air pollution control shall consist of applying water or dust palliative, (reducer) or both, for the alleviation or prevention of dust nuisance. Dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way, shall be controlled by the Contractor.

It is understood that the provisions in this section will not prevent the Contractor from applying water or dust palliative for their convenience if they so desire.

3-12.3 Noise Control: A noise level limit of 86dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The noise level from the Contractor's operations between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, or at any time on Saturday, Sunday or a City holiday shall be in accordance with the County ordinance covering "Noise Control."

This requirement in no way relieves the Contractor from responsibility for complying with other local ordinances regulating noise level. The Contractor shall comply with all local sound control and noise control rules, regulations and ordinances, which apply to any work performed pursuant to this contract.

The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor.

3-12.4 STORAGE OF EQUIPMENT AND MATERIALS

3-12.4.2 Storage in Public Streets: Construction materials and equipment shall not be stored in streets, roads, City property, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 Water Pollution Control: It is anticipated that storm, surface, and subsurface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his/her operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct their operations in such a manner that storm or other waters may proceed in a legal and safe manner, with minimal public impact. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

3-12.6.2 Best Management Practices (BMPs): The Contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit No.CAS000002 (Order No. 2009-0009-DWQ), the Waste Discharge Requirements for the County of Orange and the Regional Water Quality Control Board for the Santa Ana Region (Order No. R8-2009-0030 and NPDES No. CAS618030) and City of Buena Park requirements for the Control of Urban Pollutants to Storm Water Runoff. The Contactor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed and addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

The Contractor shall utilize Best Management Practices (BMP's) during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this project include, but are not limited to, covering all storm drains inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any AC grinding, removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel bags on-hand when excavating new PCC sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the City of Buena Park. Stockpiling construction debris and materials within the work area will not be allowed without the prior approval of the Engineer. The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board (Order No. R8-2009-0030 and NPDES No. CAS618030)
2. Caltrans
3. County of Orange (Construction Runoff Guidance Manual – September 2008)
4. City of Buena Park & NPDES General Permit Requirements (No. CAS000002 and Order No. 2009-0009-DWQ) including BMP's

3-13 COMPLETION, ACCEPTANCE AND WARRANTY

3-13.2 Acceptance: The Project will not be accepted and a Notice of Completion will not be filed until all required Work is completed, the Work site is cleaned up, all Contract provisions have been completed and accepted by the Engineer, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;

2. All written guarantees, certificates, and warranties;

3. All “as-builts”;

4. The warranty or maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 1-7.2 of these General Provisions; and

5. Electronic and hard copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the mechanical, electrical, plumbing, irrigation, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the Engineer in writing.

Add subsection 3-13.3.1 to the Standard Specifications:

3-13.3.1 Warranty: For the purpose of calculating the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion.

The Contractor hereby guarantees that the entire work constructed under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished. The Contractor hereby agrees to make, at his/her own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied to him/her that become evident within one year after the date of filed Notice of Completion, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements within seven (7) calendar days upon receipt of written orders for same from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Section 4 of the Standard Specifications.

4-1 GENERAL

The Contractor shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-3 INSPECTION

4-3.3 Inspection of Materials Not Locally Produced: When the Contractor intends to

purchase materials, fabricated products, or equipment from sources located more than 50 miles (80 km) outside the geographical limits of the Agency, an inspector or accredited testing laboratory, assigned by the Engineer, shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. Contractor shall inform the Engineer before producing any material or equipment. The inspector or representative of the testing laboratory shall approve the materials by the requirements of the Plans and Specifications. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the agent. Approval of said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-4 TESTING

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

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor. The Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer's approval.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

Unless otherwise noted, the provisions below shall supplement those provisions in Section 5 of the Standard Specifications.

5-3 LABOR

5-3.1 General: The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et. seq*. ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Prevailing wages

Add Subsection 5-3.2.1 to the Standard Specifications:

5-3.2.1 Copies of Wage Rates: Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

Add Subsection 5-3.2.2 to the Standard Specifications:

5-3.2.2 Job Site Notices: The Contractor is required to post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.3 to the Standard Specifications:

5-3.2.3 Failure to Pay Prevailing Rates: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

Add Subsection 5-3.2.4 to the Standard Specifications:

5-3.2.4 Apprentices: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. The Contractor shall ensure that all apprentices performing work on the project work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

Add Subsection 5-3.2.5 to the Standard Specifications:

5-3.2.5 Debarment or Suspension: The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

Add Subsection 5-3.2.6 to the Standard Specifications:

5-3.2.6 Registration with the DIR: In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Add Subsection 5-3.2.7 to the Standard Specifications:

5-3.2.7 Compliance Monitoring and Posting Job Sites: This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.8 to the Standard Specifications:

5-3.2.8 Subcontractors: For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

Add Subsection 5-3.2.9 to the Standard Specifications:

5-3.2.9 Taxes: The Agency is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a City and/or County tax is collected by the State, the Agency is liable for this tax also. Include this tax in the amount bid.

The Agency is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the Contractor and subcontractor(s) may be liable for Federal Excise Tax. The Contractor must determine whether Federal Excise Tax is chargeable to the bidder and, if so, the amount of the tax should be included in the amount bid.

Add Subsection 5-3.2.10 to the Standard Specifications:

5-3.2.10 Prevailing Wage Indemnity: To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.2.9 shall survive expiration or termination of the Contract.

Add Subsection 5-3.2.11 to the Standard Specifications:

5-3.2.11 Responsibility for Damage: The City, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to

persons or property which may be the result of this contract and for which the City might be held liable. The Contractor shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

Add Subsection 5-3.2.12 to the Standard Specifications:

5-3.2.12 Contractor's Responsibility for Work: Until the formal acceptance of the work, the Contractor shall have the charge and care thereof, except as provided in § 7-2.9, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by Acts of War.

Add Subsection 5-3.2.13 to the Standard Specifications:

5-3.2.13 Correction of Errors, Recovery for Errors, Dishonesty or Collusion: The City reserves the right to correct any error that may have been made in any estimate that has been paid. The City also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

Add Subsection 5-3.2.14 to the Standard Specifications:

5-3.2.14 Rights in Materials and Salvage: Ownership of material incorporated in the work is vested in the name of the City. Any material delivered and paid for in part by the City or any material furnished by the City to be incorporated in the work, is or becomes the property of the City upon acceptance. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials), as determined by the Engineer, that are the property of the City, if they are to be removed, shall be delivered F.O.B. to the storage yard designated by the City. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Contractor is instructed otherwise by the Engineer.

5-3.3 Payroll Records: The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to the City; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. CWA Section 5.2 also requires the Contractor

and all Subcontractors pay fringe benefit contributions to the appropriate union trust fund on a monthly basis.

5-3.4 Hours of Labor: The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-7 SAFETY

Contractor shall comply with all established government laws and regulations pertaining to the construction of public improvements as well as safety procedures, and will be responsible for applying and using safety equipment as necessary to protect personnel, property and the traveling public. Contractor shall use both street tubular delineators and warning signs to inform the public of work being conducted in accordance with established California State Standards. The Contractor shall provide Health and Safety Plan in accordance with local, State and Federal codes. Contractor shall designate or employ a full time safety officer for all work on this Project.

5-7.8 Steel Plate Covers: The Contractor shall provide and maintain non-skid steel traffic plates securely over all openings, trenches and excavations, and whenever required, at the end of each working day. The plates shall be pinned and ramped with temporary asphaltic concrete. Steel plates utilized on arterial highways, roadway with a posted speed limit of 30mph or greater, or as designated by the Engineer, shall be pinned and recessed flush with existing pavement surface.

Add Subsection 5-7.9 to the Standard Specifications:

5-7.9 Haul routes: The Contractor must obtain the Engineer's approval before using any haul routes.

Add Subsection 5-7.10 to the Standard Specifications:

5-7.10 Notices to Residents and Businesses: Five (5) calendar days prior to the start of construction, the Contractor shall distribute to the residents a written notification prepared by the Contractor, approved by the Engineer, clearly indicating project scope, specific construction dates, parking and circulation impacts, any disruptions that may occur, and approximately when construction is expected to be completed.

Errors in distribution, false starts, acts of God, strikes, or other schedule alternations will require re-notification prepared by the Contractor, approved by the Engineer.

"NO-PARKING" signs shall be furnished by the City and posted by the Contractor no later than 48 hours prior to the enforcement date. The date and hours of effect shall be written on the sign, by the Contractor. The number, spacing and location of signs shall be as directed by the Engineer.

The Contractor shall maintain the signs throughout the enforcement period. Arrangements shall be made by the Contractor to satisfy the applicable ADA requirements.

The Contractor shall install signs stating "Business open during construction" and signs stating “Access" with arrows at business driveways as directed by the Engineer.

Add Section 5-8 to the Standard Specifications:

5-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor’s or the Subcontractors’ operations or as required by the Plans and Specifications.

Photographic and video records of existing conditions prior to commencing the work shall be made and copies provided to the Engineer.

Existing improvements to be protected in place, which are damaged or destroyed due to the Contractor's own convenience and/or negligence, shall be reconstructed to the satisfaction of the Engineer within three (3) calendar days with no additional compensation allowed therefore.

The Contractor shall use special care when cold milling adjacent to existing concrete gutters so as not to chip or damage the surface. Sidewalk and gutters damaged due to Contractor’s operations shall be replaced at the Contractor’s expense.

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

Add Section 5-9 to the Standard Specifications:

5-9 ADVERTISING

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Add Section 5-10 to the Standard Specifications:

5-10 LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

The Contractor shall at all times observe and comply with, and shall cause all of the Contractor’s agents, employees and subcontractors to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, the Board and the Engineer, and all of its and their elected and appointed officials, officers, agents and servants

against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Engineer.

Add Section 5-11 to the Standard Specifications:

5-11 RECYCLING OF MATERIALS

Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

Add Section 5-12 to the Standard Specifications:

5-12 RECORD/AS-BUILT DRAWINGS

The City will furnish the Contractor with a complete set of blueline drawings on which the Contractor shall clearly note all changes made for locations of service lines, manholes, connections to existing facilities, stub-outs, etc. These drawings shall be kept up to date as the job progresses and no changes in the plans shall be made without prior approval of the Engineer. **BEFORE FINAL PAYMENT** will be made, these drawings must be returned to the City in an accurate and legible condition.

SECTION 6 PROSECUTION AND PROGRESS OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule: In addition to the construction schedule required pursuant to section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice, or at a frequency directed by the Engineer. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and acceptance. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work, material procurement, providing continuous public access, and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; and/or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

Add Subsection 6-1.1.1 to the Standard Specifications:

6-1.1.1 Pre-Construction Conference: Approximately ten (10) working days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.
Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. The Contractor shall bring to the pre-construction conference copies of each of the following:

1) Construction Schedule.
2) Procurement schedule of major equipment and materials and items requiring long lead time.
3) Shop drawing/sample submittal schedule.
4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The Contractor shall be prepared to discuss all of the items listed below.

1) The Contractor's construction schedule.
2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
4) Processing applications for payment.
5) Maintaining record documents.
6) Critical Work sequencing.
7) Maintaining utility service during construction, including proposed by-passes.
8) NPDES/BMP requirements.
9) Field decisions and Change Orders.
10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
11) Major equipment deliveries and priorities.
12) Traffic control.
13) Any other item that the City representative states is relevant to the meeting.

Add Subsection 6-1.1.2 to the Standard Specifications:

6-1.1.2 Pre-Job Conference: CWA Article 13 requires that the Contractor and each Subcontractor conduct a pre-job conference with the appropriate affected Unions prior to commencing work. The Contractor and each Subcontractor shall disclose to the Unions their scope of work and which Union(s) they are assigning their work to. Additional Pre-Job

Conferences can be held for scopes not covered by the initial Pre-Job Conference, but must occur before the scope of work commences.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The City Engineer will prepare the meeting agenda, meeting minutes and will distribute minutes. If determined by the City Engineer that weekly meetings are not necessary, the weekly progress meetings frequency may be changed.

Add Section 6-1.1.3 to the Standard Specifications:

6-1.1.3 Scheduling Considerations

Contractor shall not open any construction areas that cannot be replaced on the same workday.

Unless otherwise directed/approved by the City Engineer, all traffic lanes shall be opened to vehicular traffic at the end of each work period (day or night). Temporary striping or slurry tabs shall be placed daily on recently completed work. Contractor shall be responsible for maintaining any temporary striping until permanent striping is applied and accepted.

Asphalt removals, grading, compaction of subgrade and construct asphalt concrete base coarse shall take place on a continuous sequential operation.

6-1.2 Commencement of Work: The Contractor shall complete all Work under the Contract within the amount of working days agreed upon for each task order. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the NTP. A "Preliminary Notice to Proceed" will be issued if the period between the period of the Notice of Award and NTP is required to process Shop Drawings and begin procuring equipment and materials.

6-3 TIME OF COMPLETION

6-3.1 General: The Contractor shall complete all work including punch list items under the Contract within amount of working days agreed upon after the date on the Notice to Proceed.

The Contractor shall ensure the availability and delivery of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of the time for 100 percent completion of Work.

Add Subsection 6-3.1.1 to the Standard Specifications:

6-3.1.1 Working Hours: Working hours shall be limited to 7:00 a.m. and 4:00 p.m. Monday to Friday, unless otherwise authorized, in writing, by the Engineer. Lane closure shall be limited to the hours between 8:00 a.m. and 4:00 p.m., **except for arterials as defined by the Engineer** (9:00 a.m. to 3:30 p.m.). Deviation from these hours will not be permitted, without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of requested deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

A permit may have other hours or Days for the Contractor to do the Work, of which the stricter shall prevail, unless otherwise noted by the Engineer.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give two (2) Work Days' notice to the Engineer so that inspection may be provided.

Add Subsection 6-3.1.2 to the Standard Specifications:

6-3.1.2 Designated Holidays: Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving, and the Friday after, and the period between Christmas Eve and New Year's Day. Contractor should also consult posted prevailing wage holidays for each craft used on the DIR website https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

6-4 DELAYS AND EXTENSIONS OF TIME

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time: In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of

time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays: Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor may be entitled to a Change Order that:(1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contractor any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For each consecutive calendar day after the time specified in Section 6-3.1 for completion of work, the contractor shall pay to the City or have withheld from moneys due it, the daily sum of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remain incomplete beyond the expiration of the completion date. The City may deduct the amount of liquidated damages due hereunder from any monies due or that may become due the Contractor under this Contract.

Execution of the Contract shall constitute agreement by the City and Contractor that the above liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefore and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 6-4 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

Unless otherwise noted, the provisions below shall supplement those provisions in Section 7 of the Standard Specifications.

7-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

7-3 PAYMENT

7-3.1 General: In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

The unit and lump prices bid for each item of work shown on each task order shall include full compensation, including all labor, tools, equipment, and material, to complete the item of work in place, and no other compensation will be allowed thereafter.

7-3.2 Partial and Final Payment

Add Subsection 7-3.2.1 to the Standard Specifications:

7-3.2.1 Monthly Closure Date and Invoice Date: The monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the Engineer before the fifth(5th) Day of the following month for verification and payment consideration. The Contractor shall verify all quantities with the City Inspector before payment request submittal.

Add Subsection 7-3.2.2 to the Standard Specifications:

7-3.2.2. Payments: The City shall make payments within thirty (30) Days after receipt of the Contractor's verified and undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, and shall explain in writing the reasons why the payment request is not proper.

Add Subsection 7-3.2.3 to the Standard Specifications:

7-3.2.3 Substitute Security: In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly

to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Unless otherwise noted, the provisions below shall supplement those provisions in Section 8 of the Standard Specifications.

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Add Section 9 to the Standard Specifications:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The Contractor should sign and return the Notice to Proceed to the City prior to commencement of work. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 CLAIM DISPUTE RESOLUTION

a. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertains to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

b. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810*etseq*.) with regard to filing claims and to Public Contract Code Section 20104 *etseq*. (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars ($375,000) or less. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *etseq*.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, *etseq*. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 *etseq*. (if applicable), and must then adhere to Section 20104, *etseq*. and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

9-5 CWA Grievance Procedure

In the event of any dispute regarding the CWA between the contractor, their employees, or the signatory unions, the contractor agrees to follow the grievance procedures as outlined in CWA Article 9.

9-5 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-6 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-7 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its

full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-8 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-9 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Orange County Superior Court.

9-10 TIME

Time is of the essence in these Contract Documents.

9-11 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-12 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-13 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-14 INDEMNIFICATION

9-14.1 Contractor's Duty: To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

9-14.2 Civil Code Exception: Nothing in this Section shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

9-14.3 Nonwaiver of Rights: Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or

passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

9-14.4 Waiver of Right of Subrogation: The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

9-14.5 Survival: The provisions of this Section shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

9-15 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-16 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-17 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

PART 2:

CONSTRUCTION MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 2 of the Standard Specifications.

SECTION 200 ROCK PRODUCTS

200-2 UNTREATED BASE MATERIALS

In the event of wet soil conditions, aggregate base shall be constructed as directed by the Engineer.

The gradation shall be ¾" (20 mm) maximum. Changes from one grading to another shall not be made during progress of the work, unless permitted by the Engineer.

The subgrade shall be compacted to 95% with moisture contents within 2% of optimum. The finished subgrade shall not deviate more than 0.03 feet from the design grade. Lightweight compaction equipment shall be used to avoid subgrade pumping.

NO CRUSHED MISCELLANEOUS BASE (CMB) IS ALLOWED.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

Concrete to be used for curb and gutter, sidewalk, drive approaches, and parkway culverts shall be designated Class 560-C-3250 mix with maximum slump of 4" (100 mm). Cross gutters, longitudinal gutters, spandrels, concrete band, colored concrete, catch basin local depression shall be 4,500 psi concrete mix with a maximum slump of 4" (100 mm). Contractor may use fly ash with an exclusive written approval of the Engineer. Cross gutters shall be constructed per City of Buena Park Standard Plan105 and as shown of the plans, 4,500 psi concrete. Longitudinal gutters shall be constructed per Green Book Standard Plan 122-2 as modified as shown in the plans, 4,500 psi concrete. The Contractor shall provide 1-1/2" thick steel traffic plates to bridge new cross gutters. Contractor shall remove a minimum of 25' of existing A.C. on both sides of the cross gutter/spandrel or as directed by the Engineer and replace to match existing.

Concrete mix design shall be submitted to the Engineer ten (10) working days prior to use.

201-3.7 Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant) (CRACK SEALING)

After cold milling and prior to the placing of new asphalt, concrete pavement cracks greater than 1/8" will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.2 Materials

Asphalt concrete surface course shall be Type III C3-PG 70-10. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. All tack coats over spray on gutter edges shall be removed.

The asphalt content for the Type C3-PG 70-10 asphalt concrete shall be per Orange County Environmental Management Agency Special Provisions — Asphalt Concrete Standard Plan 1805 (revised).

The Contractor shall use a PG Asphalt Binder.

SECTION 207 GRAVITY PIPE

The Section 207 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 207.

SECTION 208 PIPE JOINT TYPES AND MATERIALS

The Section 208 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 208.

SECTION 209 PRESSURE PIPE

The Section 209 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 209.

SECTION 210 PAINT AND PROTECTIVE COATINGS

The Section 210 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 210.

SECTION 211 MATERIAL TESTS

The Section 211 from the 2021 Edition, the “Greenbook” or latest version will be part of the

"Special Provisions". Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 211.

SECTION 212 WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

The Section 212 from the 2021 Edition, the "Greenbook" or latest version will be part of the "Special Provisions". Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 212.

SECTION 214 TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

All references to traffic striping and markings shall be "Thermoplastic".

Traffic Signs, Striping, Markers, and Markings, shall conform with Sections 84 and 85 of the Caltrans Standard Specifications and these Special Provisions.

Existing striping, pavement markings, legends, stop bars, crosswalks, parking stalls, red curb, etc., shall be replaced by the Contractor if damaged. It is the Contractor's responsibility to note and inventory such locations using a video recording system prior to removal and replacement of such, accordingly. In the event of a conflict as to the locations, placement of legends, markings, lines, etc., shall be as directed by the Engineer.

All existing markings which do not conform to the new striping shall be removed with a grinder. Existing markers which are partially removed or damaged shall be removed in total and replaced in kind. The Contractor shall re-stripe existing striping and curb markings obliterated by new construction, whether or not shown on the Plans for replacement.

Pavement Markers: Traffic striping will not commence sooner than seven to ten (7-10) working days after the surface course is placed. The Contractor shall furnish and install raised pavement markers as indicated on the plans and specifications to restore the roadway to its original state in accordance with the requirements of Section 85 of the Caltrans Standard Specifications.

Type A markers shall be ceramic type in accordance with Section 85-1.02B(3) of the Caltrans Standard Specifications.

Fire Hydrant Reflectors: All existing fire hydrants shall, at the completion of the project have Type D two-way blue reflectors placed in accordance with the 2014 (or Latest Edition) California Manual of Uniform Traffic Control Devices (MUTCD) Section 3B.11.

Traffic Striping: In areas of new, or restoration of street striping, markings and legends, the Contractor shall provide and install traffic striping, thermoplastic paint and beads equal to State Standard Specifications, Section 84.

After the completion of surface course paving operations, and raising frames to grade, the Contractor shall allow seven to ten (7-10) working days before final striping. This does not include cat- tracking, which must be done within 24 hours or as directed by the Engineer.

The Contractor shall provide paint spots on centerline approximately 150 feet apart, to establish a reference line as shown on plans and as directed by the Engineer. The Contractor shall mark off all lane lines to match existing conditions.

Cat tracking shall be approved in writing by the Engineer before application.

Pavement Markings: Pavement marking work shall be limited to replacement of all legends, turn arrow legends, stop bars and crosswalks with 120 mils thick thermoplastic within the confines of the work area unless otherwise directed by the Engineer. All work shall match existing conditions. All materials shall conform to the State Standard Specifications.

Add Section 218 to the Standard Specifications:

SECTION 218 TRUNCATED DOME MAT

The detectable warning surface required for all curb ramps within the AC paving project limits shall consist of a Buena Park light blue replaceable, cast-in-place polyurethane truncated dome mat, ARMOR- TILE, or approved equal. Contractor shall verify the color with the Engineer prior to installation of mat. The dimensions of the detectable warning surface shall be as specified on the Caltrans Standard Plans.

PART 3:

CONSTRUCTION METHODS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 3 of the Standard Specifications.

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

During construction and excavation, soft and unstable subgrade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. The use of stompers will not be allowed for any portion of work on the project.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Removals shall consist of the sawcut and removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not be limited to: asphalt, aggregate base, and subgrade if required by the engineer.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 4-2 of the Standard Specifications at Contractor's expense.

Asphalt and subgrade removals shall be done with a grinder only. Grinding of the existing AC pavement shall be at a constant depth as called for in the plans. All temporary striping required after grinding operations shall be installed per City Standards.

The entire surface area of the pavement designated for removal shall be ground to the depths specified in the plans. Care shall be exercised not to damage adjacent improvements. Gutters or curbs damaged by the Contractor’s operations shall be replaced at the Contractor's expense.

The contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or grinding of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by a vacuum sweeper and properly disposed of. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of grinding operations.

Cold mix A.C. shall be placed and maintained at the interface between ground and non-ground

areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps.

The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the grinding operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed **three (3) calendar days** at any one location unless approved otherwise by the Engineer or is necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

NOTE: Concrete removals are not allowed on Fridays or the day before a holiday and shall be replaced before the weekend or holiday.

Under no circumstances, shall the Contractor place concrete forms with the intent of leaving the forms in place for more than 24 hours, aside from curing freshly poured concrete.

The plans do not indicate any existing sprinkler systems. It is the Contractor's responsibility to examine the site, and determine what damage, if any, will be incurred within the areas described above, and consider this in the bid price for the various items of work.

The limits of removals will be marked by the Engineer, within forty-eight (48) hours from the Contractor's request, to have removal areas marked.

All patching and repair work for any removals shall be to the original condition unless directed otherwise by the City Engineer.

All removed material becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

Add Subsection 300-1.2.1 to the Standard Specifications

300-1.2.1 Additional Considerations:

1. In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer.
2. In addition to removal of street, traffic, warning signs, or any other signs, Contractor shall reinstall and/or replace as shown on plans or as directed by the Engineer.
3. The Contractor shall, upon completion of the new improvements, repair, resod, replant, and replace landscape areas damaged or altered through the course of construction, including top dressing of the soil. All existing irrigation systems, which were affected as part of the project construction, shall be restored to their original condition and to the satisfaction of the Engineer. As required, irrigation system components shall be relocated and/or adjusted to grade within the limits of the landscaping.
4. This item shall also be interpreted to include the removal and disposal of any additional items not specifically mentioned herein which may be found with the work

limits or are shown on plans to be removed.

Add Subsection 300-1.5 to the Standard Specifications

300-1.5 Site Demolition and Clearing: Following the asbestos and lead containing building materials removal and certification of the site, the building demolition and site clearing and grubbing may begin. Site clearing and grubbing shall be in accordance with Section 300-1 of the Standard Specifications and these Special Provisions and shall include the removal of all material from within the property boundary of each site unless specifically noted as “protect” or otherwise directed by the Engineer.

The Contractor shall be responsible for having a qualified pest control company spray all structures in order to prevent insects living within the structures from infesting adjacent properties. This spraying action will be done 48 hours prior to demolition of any structures. The cost of complying with all requirements specified in this section shall be borne by the Contractor and should be considered as included in the price bid.

Unless otherwise specified, all concrete floors, walks footings, porches, steps, slabs, signs, and foundation walls within the limits of the property shall be removed in their entirety with demolition operations, shall be removed from the site and disposed of by the Contractor. Likewise all brick, plaster, lumber, wood scraps and all other loose or fixed debris shall be removed from the site and disposed of by the Contractor, unless otherwise noted on to protect. Asphalt within the project to remain.

The City reserved the right to order the Contractor to stop work at any time for purposes of conducting a structural and analysis of the building being demolished. The Contractor may be required to continue the work under supervision of a structural engineer at no cost to the City.

During demolition, the Contractor shall keep the site free and clean from all rubbish and debris and in a sanitary condition and shall promptly clean up the site after being notified by the City representative.

The Contractor shall backfill holes and voids created during his operations, the backfill shall consist of non-organic rubble-free portions of on-site materials or clean non-expansive imported dirt. Dirt shall be placed in horizontal layers not to exceed eight inches in depth, each layer being well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90% is secured as determined by Test Method ASTM-D-1557-70. No puddling or flooding of backfill shall be done without specific authorization by the City. The Contractor shall make his own arrangements for securing fill materials. Cost of Backfill materials, grading, and related work shall be considered as included in the project bid and no additional compensation will be considered.

Compaction tests will be required on all fill areas exceeding 16 inches in depth. Tests will be done by a firm selected by the City and at locations requested by the Inspector. Results shall meet the compaction requirements as specified. Costs of such tests shall be borne by the City.

All areas shall be grubbed to a depth below the natural ground surface necessary to remove all stumps, roots, buried logs, broken concrete, broken asphalt and all other objectionable material larger than two inches.

The City reserves the right to search for buried debris after completion of the demolition operations. If debris is uncovered, the Contractor shall remove all uncovered material and pay to

the City the cost of exploratory work.

Add Subsection 300-1.6 to the Standard Specifications

300-1.6 Material Disposition: The asbestos containing materials and lead paint, buildings, site improvements and all materials resulting from their demolition or removal shall be removed from the premises. This shall include all stoves, refrigerators and other furniture found on the site. However, the Contractor shall not dispose of the improvements or materials there from by sale, gift or in any manner whatsoever to the general public at the site. This provision shall not be construed as limiting or prohibiting the sale or disposition of such improvements or materials at the site to duly licensed contractors or materials men, provided that the materials are removed by the Contractor. Removal of buildings as a unity, or in sections capable of reassembly as a structure, is expressly prohibited.

NO BURNING OF MATERIALS SHALL BE PERMITTED ON THE SITE.

300-2 UNCLASSIFIED EXCAVATION

Add Subsection 300-2-10 to the Standard Specifications:

300-2-10 Over-Excavation: During construction and excavation, soft and unstable sub-grade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. If, in the opinion of the Engineer, the existing areas of materials beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric or aggregate base and asphalt concrete bridge mix shall be used to replace materials over-excavated as directed by the Engineer.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Over optimum conditions are anticipated in isolated areas, and will require over excavation and replacement with a thickened pavement section. The Engineer will determine the specific areas and limits of excavation during construction.

Operation of rubber tired equipment on marginal or soft sub-grade will not be permitted. All trucks shall be directed as necessary to prevent loaded trucks from driving on sub-grade areas designated as soft or yielding. Areas designated for over excavation and replacement with thickened pavement sections shall utilize track excavators and/or loaders capable of operating on the exposed sub-grade. The Contractor shall be responsible for selection of the equipment necessary for excavation.

The Contractor shall submit a list of equipment to be used to the Engineer for approval prior to beginning stabilization work. The list of equipment shall provide a complete detailed description of each piece of equipment to include weight, type of drive (rubber, tire, track, steel drum, etc.)

BOTTOM DUMP (AKA BELLY DUMP) TRUCKS SHALL NOT BE USED ON ANY PORTION OF WORK ON THIS CONTRACT.

300-4 UNCLASSIFIED FILL

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed subgrade and backfill materials shall be compacted to 95% relative compaction and optimum moisture content of 2%. Finished subgrade shall not deviate more than 0.05 foot (15 mm) from the theoretical grading plane and must be firm and unyielding.

All rocks, stones, debris and roots within 12 inches (300 mm) of the finished surface shall be removed and disposed of.

Backfill shall consist of placement of material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks drive approaches, etc.

Landscaping backfill material shall be topsoil and considered select material acquired from approved sources for sustaining healthy plant life. No backfill material shall be placed until approved by the Engineer.

SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

Add Subsection 301-1.8 to the Standard Specifications:

301-1.8 Adjustment of Manhole Frame and Cover Sets to Grade: Water valves, manhole frames and covers and sewer cleanouts shall be adjusted to grade including paving within ten (10) working days after completion of paving.

Failure to comply shall result in a penalty of **ONE THOUSAND ($1,000) DOLLARS A DAY**.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After frames have been removed, the tops of each structure shall be carefully cleaned to provide a suitable foundation for the new material. The existing frames and covers shall remain the property of the City.

The Contractor should be made aware that there are some existing coated/lined sewer manholes in the project areas as called out in the plans. The Contractor, when adjusting these sewer manholes to grade, shall replace the existing coating/lining to the new grades.

Upon completion of the roadway resurfacing or construction, circular holes shall be cut where the water valves and sewer cleanouts or manholes exist and the valve cans and sewer manhole and cleanout frames and covers adjusted to the proper grade, and a 6” x 6” concrete collar shall be placed around outside of valve cans sewer cleanouts and manhole frames. The pavement shall then be replaced with a structural section equivalent to the adjacent areas. Any valve cans or sewer manholes and cleanouts found to be located within areas to receive concrete surfaces shall be adjusted to grade prior to placing the concrete. Any valve cans which may be located in areas

which will be excavated prior to placing of the base material shall be removed during excavation, stored, and reinstalled to proper grade by one of the above methods. The Contractor shall furnish any valve can parts, sleeves, grade rings and/or top sections needed to complete the installations. These parts shall be in accordance with the City of Buena Park Standard Plan Nos. 504, 505, 511, 518, and 530.

Contractor shall tie-out locations of all manholes and water valve covers to three permanent locations, prior to paving and supply the information to the Engineer.

If, when the frames are adjusted, it is determined that there will not be sufficient bearing in the opinion of the Engineer, between the ring and the remaining structure, two steel bars, not less than 1" by 3" shall be placed in such a way as to properly support the ring, after which the exterior of the ring will be covered with masonry in the normal fashion.

Frames shall be set to the grade of the new surface after the surfacing has been placed. The area around the frame and cover shall be filled with paving materials after the 6" x 6" concrete collar is placed, the surface of which shall conform to the grade of the finished surface. Manholes and lines must be cleaned if any debris is dropped into manhole.

After the completion of finish course paving operations and prior to raising frames to grade, the Contractor shall allow two (2) working days before final striping. This does not include cat-tracking, which shall be done within 24 hours after paving as directed by the Engineer.

SECTION 302 ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

PLACING SAND ON ANY ASPHALT SURFACE WILL NOT BE ALLOWED.

The asphalt concrete mix design and material list and source shall be submitted to the Engineer for approval a minimum of ten (10) working days prior to use.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Prior to paving, all grass or vegetation growing through cracks in the pavement or adjacent to curb and gutter shall be removed and the areas sprayed with a soil sterilizer approved by the Engineer. Streets that get full depth AC removal shall be treated with weed killer (colored type) spectracide or approved equal.

Tack coat shall be placed on one lane at a time and no further than 200 feet ahead of paving operation. Unit price bid for asphalt shall include tack coat.

The surface shall be cleaned by use of a mobile sweeper and washed with water and allowed to dry prior to surface course applications.

At least 75%, by weight, of the material retained in the No. 4 sieve shall have at least one fractured face as determined by Test Method No. Calif. 205.

Asphalt Concrete Base Course shall be of the thickness as shown on the plans and TYPE III-B2 PG 70-10 (3/4").

A single AC layer as indicated on the plans shall be placed with suitable equipment and rolled lightly for grade control purposes only. Contractor shall exercise caution in these areas to prevent pumping of subgrade. Relative compaction requirement is waived for this initial base layer in the wet sub-grade areas only. The completed base layer shall be allowed to cool for a minimum of 15 hours prior to placing next layer of asphalt. No truck shall be permitted to operate on the sub-grade or the asphalt until the suitable cooling period is expired per the direction of Engineer.

Asphalt Concrete Leveling Course shall be of thickness as shown on the plans and be TYPE III-C3 PG 70-10. All asphalt leveling courses shall conform to Section 203-6 of the Standard Specifications. Hot tack coat shall be Grade SS-1h emulsified asphalt.

Asphalt Concrete Bridge Mix (Soft Areas) shall be used for backfilling in over-excavated soft areas encountered during work as directed by the Engineer. A one-ton batch shall contain:

- Sand…….(24%)……...458 lbs.
- 3/8" (1 cm) Aggregate……...(35%)……..... 667 lbs.
- ½" (1.5 cm) Aggregate…… (12%)…….. 229 lbs.
- ¾" (2 cm) Aggregate…….....(29%)…….. 553 lbs
- Asphalt viscosity grade **PG 70-10**…….. (4.9%)…….....93 lbs.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications and these Special Provisions. Bridge mix shall be placed without compaction effort. Care shall be taken to keep bottom of sub grade flat.

If applicable, **1 ½" Asphalt Concrete Leveling Course** shall be used at the direction of the Engineer as deemed necessary by field conditions. Leveling course shall be a minimum of 1 ½" in thickness and will be required when, in the opinion of the Engineer, the base paving is not suitable to provide adequate support for the finish course of paving.

Rolling equipment shall conform to the provisions of Subsection 302-5.6 of the Standard Specifications, except three-wheel rollers shall not be permitted and pneumatic rollers shall be used on base courses only. Rolling equipment on local roads shall be a minimum of one 8-ton, 2–axle tandem roller for each fifty (50) tons, or fraction thereof, of asphalt concrete placed per hour by each asphalt paver.

The Engineer will vary paving rates as necessary or require additional compaction equipment in order to insure adequate compaction of the hot mixture.

All locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, Contractor shall saw cut existing pavement to provide straight, neat lines and feather the new pavement to form smooth transition with the existing pavement.

Prior to the feathering process, the Contractor shall cold mill the existing pavement a minimum of five (5) feet (1500 mm) in width from the edge of gutter or from join lines as designated by the Engineer. Contractor shall remove all loose materials from site after cold milling. Asphalt joints shall be sealed with approved bituminous material.

Note: Contractor shall water test all streets for drainage and drivability prior to final approval and payment for the work, at no cost to the City.

Temporary striping: Lane line delineation shall be accomplished using reflectorized slurry tabs, and shall be placed after each paving operation. In accordance with the approved striping plan, twelve (12) inch wide reflectorized striping tape shall be used for stop bars and crosswalks. Said tape shall be removed from temporary surfaces prior to placement of additional asphalt. Temporary striping on cold milled surfaces shall be paint.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

The Contractor shall provide and maintain a walkway area with a minimum unobstructed width of four (4) feet (1,200 mm) for pedestrian traffic at all times, whenever possible. “SIDEWALK CLOSED AHEAD” signs shall be posted per the Engineer’s direction whenever sidewalk is closed for construction.

Concrete driveway approaches shall be constructed per City of Buena Park Standard Plan 213 and as modified if shown on the Plans. The Contractor shall provide secondary access to all businesses/residents during construction of driveway approaches. If not possible, the Contractor shall construct the approaches so as to maintain private property accessibility.

New wheelchair ramps shall be constructed per Caltrans Standard Plan A88A, unless otherwise noted on the project plans. All new ramps shall have a zero-inch (0”) lip of gutter at the ramp opening and a cast-in-place detectable warning surface 3’x4’ (blue in color). The PCC curb and gutter construction, which is related to the PCC wheelchair ramp construction, shall be considered as part of the wheelchair ramp.

Sidewalks, driveway approaches, curb ramps, and curb and gutter construction shall match existing adjacent improvements as nearly as possible.

Control joints for curb and gutter shall be 1/4" (6 mm) wide and shall be constructed 10' apart as directed by the Engineer.

Sub-grade preparation shall consist of cut or fill as is necessary to maintain specified concrete thickness at the grade established by the Engineer. Compaction of subgrade shall be as specified in Section 301 of the Standard Specifications.

Backfill material placed behind newly constructed curbs shall be topsoil in the upper twelve inches (12") (300 mm) to accommodate landscaping materials.

All concrete removal areas shall have new concrete improvements installed within three (3) calendar days from the date of the removal unless approved otherwise by the Engineer.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

The Contractor is responsible for the protection of the concrete work for the duration of the project and shall replace all damaged or destroyed concrete to the satisfaction of the engineer at no additional cost to the City.

Add Section 315 to the Standard Specifications:

SECTION 315 TRUNCATED DOME MAT

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Add Section 316 to the Standard Specifications:

SECTION 316 ACCESSIBLE RAMPS

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

All new accessible ramp construction shall be constructed to meet ADA and any applicable regulations, including transitioning beyond the accessible ramp limits to meet grade tolerance.

Contractor shall retrofit existing wheelchair ramps by grinding the concrete ramp flush with the gutter flowline.

Add Section 317 to the Standard Specifications:

SECTION 317 AESBESTOS AND LEAD REMOVAL

The City has obtained asbestos abatement report prepared by Forensic Analytical for the project. A copy of the report is attached to these specifications as Exhibit A. The work consists, in general, of the removal of all asbestos and lead containing materials from the project sites and includes, but is not limited to, project submittals, site preparation, asbestos and lead materials removal, containment, disposal, area clean up and agency clearance.

Prior to the proposed start of work, the Contractor shall submit the following information to the Engineer for review and approval. The Contractor shall not proceed until he has received approval of the requested information.

- Copy of all required State notifications.
- Copy of State or local license for waste hauler.

- Name and address of landfill where asbestos and lead containing waste materials are to be buried. Include contact person and telephone number.

- Chain-of-custody form and form of waste manifest proposed.
- Sample of disposal bag and any added labels to be used.

- Designated full time certified project supervisors resume.

- Copies of certificates from an EPA-approved AHERA abatement workers course for each worker as evidence that each asbestos abatement worker is accredited as required by AHERA regulation.

- Evidence that all workers have been trained, certified and accredited as required by State of California and by local code or regulation.

Upon completion of the work and disposal of the material of the material, submit copies of all manifests and disposal site receipts.

The abatement of asbestos and lead containing building materials from the subject buildings must meet all the laws, regulations, and standards included in state and federal documents. The Contractor shall bring to the attention of the Engineer any conflict between State and Federal requirements and the requirements of these specifications.

PART 4:

EXISTING IMPROVEMENTS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 4 of the Standard Specifications.

SECTION 402 UTILITIES

402-1 LOCATION

The location and existence of any underground utility or substructure, if provided, is for reference only. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both.

Prior to start of construction and not less than 48 hours, the Contractor shall notify the Underground Service Alert (USA) at (800) 227-2600. No compensation will be allowed for repairing of damage incurred by the Contractor to any utility.

For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

Within five (5) working days after the completion of the work, or phase of work, the Contractor shall remove all USA utility markings. Any surface damaged by the removal effort shall be repaired to its pre-construction condition or better.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq*. requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____ _____
("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

Any portions of curb, gutter, sidewalk or any other City and/or private improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his/her or her Bid.

402-3 REMOVAL

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and native/non-native obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work. The remaining portion of an existing Utility which is left in place shall be properly abandoned, accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

SECTION 404 COLD MILLING

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the plans and in accordance with these Special Provisions. The milling of asphalt concrete will only be permitted to take place immediately prior to paving.

It is anticipated, due to the large amounts of milling to be performed, that traffic will be transferred onto milled surfaces for short intervals prior to placement of the asphalt concrete. The milled surfaces to receive traffic must have an approved satisfactory driving surface before traffic will be allowed to resume use. Abrupt changes in surface elevation of greater than 3/8 inch (10 mm) will not be allowed. Therefore, where milling depths as shown on the plans exceed 3/8 inch (10 mm) in depth, a tapered mill perpendicular to the direction of travel, at the rate of one 1 inch (25 mm) per five (5) feet (1500 mm), shall be required until the specified depth of mill is reached.

Abrupt changes in the pavement surface elevation in the longitudinal direction (parallel to the direction of travel) shall not be allowed. A minimum of three (3) foot (900 mm) transition is required for longitudinal grade differences over 3/8 inch (10 mm).

Upon completion of milling operations, the Contractor shall place hot mix AC to reduce the lip

where wheelchair access ramps are located to assist use by handicapped persons. The hot mix will then be removed no sooner than 24 hours prior to paving.

Both the perpendicular and parallel temporary taper transition may be achieved by over milling outside of the specified full depth mill limits or by using a full depth mill inside the specified full depth mill limits followed by a temporary asphalt concrete ramp. The temporary asphalt concrete ramp must be removed just prior to the actual asphalt concrete base course placement. Adherence to all of the preceding temporary pavement surface maintenance requirements shall be absorbed into the unit costs for the various mills. No additional compensation will be allowed.

Milled asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface milled irrespective of the number of passes required.

All milled material shall become the property of the Contractor.

PART 5:

PIPELINE SYSTEM REHABILITATION

Unless otherwise noted, the provisions below shall supplement but not replace those provisions in Part 5 of the Standard Specifications.

SECTION 500 PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1 GENERAL

The Contractor shall field verify pipe diameter at the maintenance holes and lengths prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between information obtained in the field and existing plans.

A Contractor licensed by the manufacturer/owner of the process shall perform installation of the sewer lining. Bidders are required to submit copies of such licenses with their bids. A bidder's failure to do so shall render their bid non-responsive.

Bidders shall provide proof of meeting the requirements for chemical resistance and physical testing of the above selected liner system along with their bid.

Minimum pipe liner wall thickness: The minimum finished liner thickness shall conform to Table 500-1.1.1.a below:

Table 500-1.1.1.a

Host Pipe Diameter (inches)	6	8	12
Standard Dimension Ratio (SDR)	32.5	32.5	35
Liner Thickness (inches)	0.185	0.246	0.342

If the pipe liner process requires a thicker SDR for the site, or existing pipeline condition designed with a 2 to 1 safety factor the contractor shall provide the thicker pipe required.

CIPP designs shall use a minimum of 15% extra thickness to compensate for resin migration/seal factor to fill joints, cracked or deteriorated pipelines unless a higher % is noted on the plans or special provisions to fill cracked or detracted pipelines

500-2 SUBMITTALS

Submittals Required With The Bid:

Working Knowledge of the Scope of the Project, Submittal:

Name of person that inspected the job site and reviewed the CCTV video and log sheets (if available).

Manufacturers Material Certification, Submittal:

1. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the selected lining materials proposed.

2. Certification from manufacturer that the formulation has not changed since the chemical resistance testing was completed.

Product Trade Name, Submittal:

Submit the trade name of the selected process to complete this project.

Product Manufacturer, Submittal:

Submit copy of the manufacturer's literature, material data sheets, and installation procedures.

Manufactured flattened or folded, plastic pipe liner supplier shall provide the pipe manufacturers company name, address, date of inspection, and, names of GREENBOOK committee review team that reviewed the quality control procedures and inspected the manufacturing facilities.

Submittals due at the pre-construction meeting

Cured-in-Place Material, Submittal:

A copy of an infrared spectrum analyses chart for the vinyl ester or epoxy resin proposed. This will be used to match field sample test results from each installation.

1. Submittals required before each installation of pipe

Factory manufactured PVC pipe, Submittal:

Test results on each coil of pipe shall include all required testing results per the following GREENBOOK sections:

1. Folded and Re-Formed plastic pipe liner 500-1.10.2 (c) or 500-1.10.3 (c)

Cured-in-Place Pipe, Submittals:

1. Manufacturers certification and test results that manufactured Cured-in-Place felt tubes meet the requirements of ASTM F1216-93 and meet the minimum strength requirements of ASTM D5035-95
2. Manufacturers certification and test results that the vinyl ester or epoxy resin meet the physical requirements of the GREENBOOK table 500-1.1.4.2
3. The calculations for the quantity of resin required for each wet out shall be submitted and approved by the Engineer prior to wetting out the liner.
4. A copy of the wet out log sheet, including the date, and the wet out supervisor s name. This wet out log shall be certified by a registered California Engineer.

Samples for testing required at the end of each installation

1. A restrained test sample per specifications

Material Test Results required 30 days after installation

Material test results from installation restrained test samples to verify compliance with the values specified.

500-4 PIPELINE POINT REPAIR AND/OR REPLACEMENT

500-4.3 Sewer Bypassing and Dewatering: Additional work to repair any damage to the pipe lining system caused by failure of the bypassing system shall be the Contractor's responsibility

500-5 LINING

500-5.5 Cured-In-Place Pipe (CIPP) Liner

500-5.5.1 General: The Contractor shall obtain a permit from the wastewater treatment agency for the curing water. Permit for discharging curing water shall be obtained by the Contractor from the Industrial Waste Division. The curing water must be cooled to meet the discharge agencies' standards before releasing the flow.

500-5.5.2 Material Composition and Testing: The side of the liner exposed to the sewer flow after inversion is completed shall have a layer of polyurethane bonded to it, with a minimum thickness of 0.01-inch and shall be pinhole free. All seams and patches in the polyurethane coating shall be inspected under a black light. The tube shall be put under a vacuum at the factory and submerged in a die bath to verify that it is pinhole free.

The felt tube shall be continuous and of sufficient length to extend the entire reach (from entry to end or exit point) to be rehabilitated. No joints or laps will be permitted between maintenance

holes.

The factory test results for each batch of resin shall be submitted to the engineer before installation.

(Replace the last paragraph with the following.):

Testing of the installed CIPP liner is required for this project.

1. One 2-foot long sample shall be cut from each section of the pipe liner that has been inserted through a same diameter pipe mold, at the downstream and any intermediate maintenance holes in accordance with ASTM F 1216 Sections 8.1.1 and 8.1.2. A minimum of one sample shall be taken for each installation of pipe liner. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter and written verification by the onsite inspector.

2. The sample shall be checked by the inspector using ASTM D 2122-90 #7 to verify the minimum water way wall thickness specified in table 500-1 .1.1. (A)

Each sample shall be submitted by the Engineer to an independent testing laboratory for Infrared spectrum analysis comparison testing. This test result will be compared against the infrared spectrum analyses chart submitted at the pre construction conference to verify that a vinyl ester or epoxy resin was installed. All costs for this testing shall be paid for by the Contractor and included in the bid price. (Test lab Harlan & Assoc. 11

3. Duboise Ave. San Francisco, CA 94103-1228 (415) 621-7245 or other lab approved by the Engineer).

4. The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the Engineer. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.5.2.

5. Resin cure quality shall be tested per ASTM F1216 a D 903 delamination test shall be preformed for each inversion.

6. All costs for the above testing shall be paid for by the Contractor and included in the bid price.

7. Test results are due within 30 calendar days from the date the samples were taken. The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.5.8 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.5.4 Chemical Resistance Testing: Proof of meeting these requirements shall be submitted with the Contractor's bid.

500-5.5.5 Installation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage, stretching during installation and loss of resin through cracks and irregularities in the host pipe.

The calculations for the quantity of resin required shall be submitted and approved by the engineer prior to wetting out the liner. A roller system shall be used to uniformly distribute the resin throughout the tube. The gap in the rollers shall be verified every 50 feet.

The Contractor shall use either an end-stop or hold-back mechanism to prevent the felt tube from extending into conduits that are not to be rehabilitated.

500-5.5.6 Curing: The heat source shall be fitted with monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated liner and the existing pipe invert at the remote maintenance hole to determine the temperature during cure.

The time required to cure is a function of the pipeline section diameter and length and shall be determined by the Contractor in accordance with the lining manufacturer's instructions. The Contractor shall be responsible for determining when curing has been accomplished to meet the specified properties. Care shall be taken during the elevated curing temperatures so as not to over stress the fiber felt liner.

The cured liner shall have a smooth finish inside. Any roughness that may affect the hydraulic conditions shall be removed by sanding or trimming the "fins" or folds. The Contractor may either apply a sealant compatible with the material to areas where sanding has taken place or reline from maintenance hole to maintenance hole as approved by the Engineer.

500-5.5.7 End Seals: After installation the ends of the liner shall be cut off at the maintenance hole. The cuts shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole over 2 inches.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-5.10 Folded and Re-Formed PVC Pipe Liner

Subsection 500-5.10.2 (c)- Material and Equipment Acceptance (add to the end of second paragraph):

The factory test results for each coil of pipe shall be submitted to the Engineer before installation.

Subsection 500-5.11.5 - Chemical Resistance and Physical Testing (modify the last sentence of the paragraph as follows):

Proof of meeting these requirements shall be submitted with the Contractor's bid.

Subsection 500-5.10.3(f) - Installation and Field Inspection (replace the last paragraph with the following):

Testing of the installed PVC liner is required for this project.

1. Before installation the pipe coils shall be checked by the Engineer using ASTM D 2122-90 #7 to verify compliance with the minimum wall thickness in table 500-5.1.1. (A).

2. Before each installation the Contractor shall measure the OD of the liner pipe and the ID of the host pipe to verify that the liner will fit tightly and is not too small or to large.

3. One 2-foot long sample shall be cut from a section of the pipe liner that has been inserted through a same diameter pipe mold, at the upstream, downstream, intermediate, or above ground maintenance hole. One sample shall be taken for each 1,200 feet or fraction thereof of pipe with a minimum of two (2) samples. The sampling location(s) shall be designated by the Engineer. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter, and written verification by the onsite inspector.

4. The physical properties of the installed PVC liner shall be verified through field sampling and laboratory testing as approved by the engineer. The samples shall be submitted to a testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.10.2 (B) or 500-5.10.3. (B)

5. Pipe quality shall be verified through testing per ASTM F 1504 an F 1057 heat reversion test shall be performed on each test sample.

6. All costs for testing shall be paid for by the Contractor and included in the bid price.

7. Test results are due within 30 calendar days from the date the samples were taken. The contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.10.9 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.10.4 End Seals: After installation, the liner shall be cut off in the maintenance hole. The cut shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole. The contractor shall cut off the liner as close to flush with the maintenance hole as possible.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-8 SERVICE CONNECTION RE-ESTABLISHMENT

Protruding laterals: The Contractor shall assume that there are no protruding laterals unless it is noted in the special provisions, CCTV video or log sheets made available to the Contractor before the bid opening. Prior to insertion of the liner, the contractor shall cut off interfering identified protruding laterals as close to the flush with the pipe interior as practicable.

The Contractor shall pay for all costs for required point repairs or excavation made for the service connections that are found plugged by the rehabilitation process.

To prevent maintenance problems such as roots, infiltration, exfiltration, or loss of backfill material into the newly lined pipe, all plugged service connections identified in the prelining videotape shall not be opened unless specifically directed by the engineer in the special provisions.

The lateral opening cuts shall conform to the shape and size of the inside diameter of the existing

service connection.

All final lateral cuts shall be finished off with a wire brush to remove chips, strings, and curlicues to provide a smooth opening.

Service connections shall not be made until the liner pipe has stabilized. The use of mechanical restraining devices (such as red heads) that will restrict the pipe from completely stabilizing will not be allowed.

Lateral cut coupons shall be trapped and removed at the downstream manhole after the laterals have been opened. The Engineer will deduct up to fifty dollars for each lateral cut coupon two inches or larger left inside the sewer system.

Visible gaps 1/8 of an inch or larger between the outside liner waterway and the host pipe at the cut service connection will be sealed at the contractor's expense using the following service connection sealing methods:

Method 1: Shore and excavate to expose the connection, use approved sealant to caulk the circumference of rehabilitation pipe to host pipe joint, seal the service connection to the host pipe with acid-resistant epoxy/resin mortar and backfill. The epoxy/resin material shall have proof of having passed the same chemical resistance test as the pipe liner materials.

Method 2: Robotic-access repair. Isolate the service connection to prevent unintended migration of grout. Pressure injects grout to seal the connection, annulus, broken joints, cracks, and etcetera. A resin or Grout mix: Portland cement, fly ash, water reducer and plasticizers to yield 2,000-psi compressive strength at 28 days. Pressure injects grout until 0.25 cu. ft. is injected for pipe 12 inches or less and a gage measured at the service connection is maintained for five minutes without grout take. If the grout isolation system fails or is ineffective, use Method 1 to seal all remaining connections. Remove errant grout that restricts full, laminar flow from the service connection or pipe liner.

If the end of the liner pipe in the maintenance hole shrinks back inside the pipe during the warranty period the pipeline shall be re-televised by the Contractor. Any service laterals connections that have slipped or are offset shall be repaired by ether method 1 or 2 specified above as approved by the Engineer. No extra compensation shall be paid for this.

1. Sanitation Facilities
   A clean portable unisex sanitation facility with a light shall be provided at each of the CCTV, cleaning, lining, and lateral cutting job sites for use by the Contractors crews, City Inspector, and Engineer.

2. Bypass pumping
   Bypass pumps sized to adequately handle the flow and hoses shall be set up for every run. The bypass shall be set up and run prior to the pre-lining CCTV inspection and continued throughout the entire lining process, lateral cutting, and not shut down until after the post-lining CCTV inspection is completed.

   A spare pump of equal size and power to the one required to adequately handle the flow and extra fuel to operate eight hours shall be onsite as a backup for every bypass to prevent a sewer spill.

3. Air testing of the installed Liner.

   After the liner is installed and before the laterals are cut the installed liner pipe shall be air pressure tested per GREENBOOK Section 306-7.8. The air pressure shall be stabilized at 5-psi gauge pressure. The pressure shall be held for a time specified in Table 306-7.8.2.4 to the pipeline length with 0 feet house connections. The pressure shall not drop to less than 4-psi gauge pressure after testing to the time specified.

   If the time lapse is less than shown in the table, the Contractor shall make the necessary corrections to the liner pipe to reduce the leakage to acceptable limits and retest.

Add Section 500-13 to the Standard Specifications:

500-13 HANDLING

The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated felt tube liner shall be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect all materials and procedures. The Contractor shall pay all inspection costs required for this wet out process and shall include this cost in the bid price.

SECTION 502 MANHOLE AND STRUCTURE REHABILITATION

Manhole lining material shall be of the type and kind approved by the Orange County Sanitation District (OCSD) and shall comply with Section 500 of the Standard Specifications for Public Works Construction "GREENBOOK" and its Supplements, 2021 or latest edition, and need to be approved by the City Engineer, and these Special Provisions.

Epoxy Lining System in compliance with Section 500-5.4 shall be used

Resurfacing of all uneven surfaces to a smooth finish shall be completed in accordance with Subsection 502-4 Repair Resurfacing and Active Infiltration, prior to application of the lining system.

502-2 SUBMITTALS

Submittals Required With The Bid:

1. **Working Knowledge of the Scope of the Project, Submittal:** Name of person that inspected the job site and the condition of the maintenance manholes to have lining repairs.

2. **Manufacturers Material Certification, Submittal:**

   a. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the lining materials proposed.

   b. Copy from the liner material manufacturer's certifying that the formulation of the liner has not changed since the lining material was

tested per the current version of the (Pickle Jar Test) 210-2.3.3.

3. **Product Trade Name, Submittal:** Submit the trade name of the process, or process proposed to complete this project.

4. **Product Manufacturer, Submittal**: Copy of the manufacturer's literature, material data sheets, and installation procedures.

5. **Protective Lining Material Suppliers 5 Year Warranty, Submittal:** A copy of the protective lining material manufacturers written 5 year protective lining material warrantee complying with the Warranty Section of these Special Provisions.

6. **Protective Lining Contractors 5 Year Workmanship Warranty, Submittal:** A copy of the Contractors written 5 year protective lining installation workmanship warranty complying with the Warranty Section of these Special Provisions.

7. **Reference Submittal:** County Sanitation District approval letter, Reference List and approval letters of other "major" agencies who have used and approved the product.

8. **Workers' Compensation Experience:** Submit your Workers' Compensation Rating Form from the WCIRB California.

502-3 CLEANING, SURFACE PREPARATION AND INSPECTION

Surface preparation shall be provided for the interior of every manhole where lining repair is needed, including shaft.

Repairs with rapid setting repair mortars compatible with liner shall be provided for the interior of every manhole including shaft, prior to the manhole being lined. Contractor shall apply epoxy coating 16" below the top of the sewer manhole.

1. Repair method for interface of Epoxy & Epoxy or Epoxy & Polyurethane:

Contractor shall provide 4" overlap at repair interface. The overlap is included in the 16" epoxy coating.

2. Channel and Shelf/Bench Rebuilding

Concrete channel and shelf areas shall be brought back to their original dimensions using cement mortar. Shelves or benches shall be finished with a hand trowel to provide a smooth and uniform width channel.

3. Channel and Shelf Spray Applied Coating

After the manhole wall lining is completed the shelves shall be coated with epoxy lining system, per applicable section 502-5.4, from the bottom six inches of the manhole wall lining to the top of the channel. The minimum thickness shall be 125 mils. All exposed concrete above the low flow

line shall be covered. The coating thickness shall be verified during installation by use of a wet mill gauge.

4. Water Tightness before Lining

After surface preparation and prior to concrete repair, the Contractor shall stop all active leaks in the existing structure. The method of stopping these leaks shall be by injection of chemical grout as approved by the Engineer. Chemical grout shall be 3M 5610 or equal. All grouting will be performed in accordance with NASSCO Specifications, (Refer to 10th edition, 2000 NASSCO Specification on manhole sealing, page 216, Section 3). Grouting if required by the Engineer shall be paid for on a time and material basis.

5. Finished Diameter of the Maintenance Hole

The finished inside diameter of the manhole shall be not less than 1 inch of the original inside diameter of the Maintenance Hole to preserve the maximum working area for maintenance equipment and worker safety.

6. Final Inspection Spark Testing

The finished Protective liners will be 100% spark tested for pinholes with a spark tester set at minimum of 15,000 volts. All areas in question shall be marked and patched. These patched areas shall be retested with the spark tester set at 15,000 volts.

Add Sections 503 to the Standard Specifications:

SECTION 503 COMPOSITE UTILITY ACCESS FRAMES AND COVERS

Composite utility access cover and frames shall be manufactured in the United States of America. Composite utility access covers and frames shall consist of a fiber reinforced polymer (FRP) matrix consisting of between 45% to 70% fiber reinforcement by weights. Fiber reinforcement shall consist of fiberglass, carbon, aramid, basalt and/or hybrid chemical composition. The finished product will inherently feature strength to weight ratio of 750:1. All products shall be audited by an Independent Third Party.

Composite utility access covers and frames must be of a weight that is safe for one individual to handle. Covers and frames must also contain a surface feature that facilitates easy removal and product handling. Covers should also contain a locking feature or mechanism that retains the cover to the frame. Composite utility access covers and frames will be tested to ASTM Standard C1028 – finished products will feature a skid slip ratio of 0.6 in both wet and dry applications. Product shall meet AASHTO M306-05 H-20 & H-25 EN 124 D400 load rating.

Frames and covers shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface. Manhole lining repairs and spark testing shall be done for the existing lined manholes where specified in the bid items. Contractor shall dispose of the removed access frames and covers and debris from removal.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12” Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PRODUCTS:

1. GMI Composite Cover, 2600 Series Frame and Cover, with TwistLIFT Lock manufactured by Titus Industrial Group, Inc.
2. Or approved equal. Any substitutes shall be approved by the Engineer.

Add Section 504 to the Standard Specifications:

SECTION 504 SEWER MANHOLE FRAME AND COVER

Replacement of sewer manhole covers shall comply with City of Buena Park Standards STD-505 and STD-510.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After the frame has been removed from the top of each structure, it shall be cleaned to provide a suitable foundation for the new liner material. The existing frames and covers shall remain the property of the City of Buena Park.
Frames shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12” Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PART 6:

TEMPORARY TRAFFIC CONTROL

Unless otherwise noted, the provisions below shall supplement those provisions in Part 6 of the Standard Specifications.

SECTION 600 ACCESS

600-1 GENERAL

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of all modes of transportation until the Work called for in the Contract Documents and as directed by the Engineer is complete.

Access to properties shall be maintained at all times during construction. **Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12" minimum width) shall be installed as approved by the Engineer.**

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2 TEMPORARY TRAFFIC CONTROL PLAN (IF APPLICABLE)

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan ("TCP") for all phases of construction for review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices ("MUTCD"), the latest edition of Caltrans Standard Specifications and the latest edition of Caltrans Standard Plans and must be approved by the Engineer before construction. The TCP shall be prepared under the supervision of and signed and stamped by a California-registered Professional Civil Engineer or a Traffic Engineer, as determined by the Engineer.

The TCP shall be drawn to a 1-inch = 40 feet scale on either 11 x 17 inches or 24 x 36 inches plan sheets as dictated by the length of the Work. The TCP shall cover signing, flagging, detour, geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

For construction in the vicinity of a school, the Contractor shall contact the School District, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the appropriate school district(s) on routes serving the school for student arrivals and departures are not impacted

between one (1) hour before and one-half (1/2) hour after the school day start time and one (1) hour before or one-half 1/2) hour after school day end time.

Add Subsection 601-2.3 to the Standard Specifications:

601-2.3 Work Area Traffic Control:

Lane closures shall conform to the requirements of the Work Area Traffic Control Handbook (WATCH Manual) and the traffic control plans for the project. At the close of each working day access to private property and cross streets shall be provided. All signs shall conform to and be placed in accordance with current City, State Standards and approved traffic control plans and as directed by the Engineer. Delineators shall be single column 42" plastic type with reflective sleeves. Barricades shall have flashers.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

When entering or leaving streets, the Contractor's equipment, whether empty or loaded, shall in all cases yield to traffic.

Flagmen and guards, while on duty and assigned to give warning to the public that an area is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment by the Contractor in accordance with the current "Instructions to Flagmen," contained in the State of California, Department of Transportation, Traffic Manual. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's own expense. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways."

Contractor shall provide solar-powered battery, sequential arrow boards for all lane closures per the traffic control plan of this contract.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the motoring public within the limits of the construction area. If any traffic control facilities are damaged, displaced or are not in an upright position from a cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the street, all in accordance with the provisions of the Vehicle Code and the current State of California Manual on Uniform Traffic Control Devices (MUTCD). Covering of signs and signal heads shall be accomplished by using burlap sacks only; no taping will be allowed. The base material of construction area signs shall not be plywood.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The length of taper for each lane width of closure shall be per the California Work Area Traffic Control Handbook (WATCH) manual.

Upon completing each phase, the Contractor shall immediately remove all temporary devices associated with the traffic control from the job site while restoring all pre-existing devices to their original condition.

The Engineer shall have the authority to order field changes for alleviating potentially hazardous and/or traffic congestion-causing conditions, at no cost to the City.

PART 7:

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 7 of the Standard Specifications.

SECTION 701 CONSTRUCTION

701-4 DAMAGE TO EXISTING SYSTEMS

The Contractor is to take special note of existing traffic signal detectors, conduits, pull boxes and other electrical facilities that are located in the proposed construction areas.

The Contractor shall ascertain the exact location and depth of existing detectors, conduits, pull boxes and other electrical facilities before using any tools or equipment that may damage or interfere with such facilities. The Contractor will be held responsible for any damage to the facilities and claims related to damage caused by his operations. Said costs and/or claims will be deducted from any moneys due to or to become due to the Contractor.

The cost of any temporary systems, which becomes necessary due to damage of existing

facilities or the convenience of the Contractor, shall be at the Contractor's expense and no compensation will be allowed therefore.

Add Subsection 701-17.6.7 to the Standard Specifications:

701-17.6.7 DETECTORS

All limit line detector loops shall be able to detect the Reference Bicycle Rider (RBR) per the requirements of Revision 3 to the 2014 (or Latest Edition) California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 4D.105(CA).

Limit line detector loops shall be Caltrans Type D per Caltrans 2018 (or Latest Edition) Standard Plan ES-5B. All other detector loops shall be Caltrans Type E per Caltrans 2015 (or Latest Edition) Standard Plan ES-5B. Installation of all detector loops shall be per Caltrans 2015 (or Latest Edition) Standard Plan ES-5A and ES-5B.

Prior to project acceptance, all loops shall be megger-tested from the controller cabinet to verify continuity of all splices as well as inductance of loops. Continuity tests and reading shall be documented and witnessed by the City Traffic Engineer or their representative. Bicycle loops

shall be tested to detect the RBR with 95% accuracy within a 6 foot by 6 foot limit line detection zone. This RBR testing shall require the Contractor to provide a bicycle and rider matching the definition of the RBR. Full compensation for testing costs shall be considered as included in the contract bid prices for various items of work, and no additional compensation will be allowed.

For reference, Revision 3 to the 2014 (or Latest Edition) CA MUTCD defines the Reference Bicycle Rider as: “a minimum 4 feet tall person, weighing minimum 90 lb, riding on an unmodified minimum 16 inch wheel bicycle with a non-ferromagnetic frame, non-ferromagnetic fork and cranks, aluminum rims, stainless steel spokes, and headlight.”

PART 8:

LANDSCAPING AND IRRIGATION

Unless otherwise noted, the provisions below shall supplement those provisions in Part 8 of the Standard Specifications.

SECTION 800 MATERIALS

Add Section 800-1.6 to the Standard Specifications:

800-1.6 Root Barrier

Where tree roots have been cut to repair curb and gutter, root barrier systems shall be installed where indicated on the plans at the discretion of the Engineer in accordance with the Orange County Public Works Standard Plan 1708.

These root barrier systems shall be constructed/ installed per manufacturer’s brochures/plans as approved in place by the Engineer or his designee prior to covering each site and replacing soil, landscaping irrigation, grass, etc.

Big Ben Engineering

General Contracting / Development / Project Management

June 16, 2025

City of Buena Park
Attn: Mr. Jaden Miller, P.E.
6650 Beach Blvd.
Buena Park, CA 90621

PROJECT: On-Call Emergency Water Repair Services

Dear Mr. Miller,

Big Ben Engineering Inc. is pleased to submit this proposal in response to the On-Call Emergency Water Repair Services project. Our proposal is based on a thorough understanding of the City's requirements and the scope of work involved.

With a proven track record of successful projects in Southern California and extensive experience working with public entities, Big Ben Engineering is well-equipped to meet the City's needs. We currently partner with several cities to address their emergency sewer and water needs. Our main staging yard in the City of Orange allows us to respond to emergencies promptly and efficiently. Additionally, our team possesses in-depth knowledge of all aspects of water repair and installation. We are confident that we would be a valuable asset in assisting the City with any emergency situations.

Thank you for the opportunity to submit our proposal. We look forward to the possibility of continuing our work with you and the City of Buena Park. Please do not hesitate to contact me if you have any questions.

Sincerely,

Sep Sharifi

CEO

4790 IRVINE BLVD. #105-404, IRVINE, CA 92620
PHONE: (949) 660-9400 • FAX: (949) 333-3672

Water Infrastructure Capabilities:

1) Mainline installation and replacement
2) Water Service and Fire Hydrant Installation
3) Valve Replacement
4) Potholing
5) Large Meter Replacement
6) Vault Installation
7) Jack/Bore water main installation
8) Plant Piping
9) 24 Hour Emergency Response to Work

Response Time:

We have multiple crews always working in the Orange County area; thus, our response time is usually within 2-3 hours.

Personnel Qualifications

Key personnel for this project will included the following:

Sep Sharifi (CEO): Over 25 years' experience in pipeline and public works construction

Art Dominguez (Superintendent): 30+ years' experience in all wet underground utilities.

Javier Mendoza (Forman) 20+ years' experience in all wet underground utilities.

Sergio Avina (Forman): 25+ years' experience in all wet underground utilities.

Cesar Garcia (Forman): 30+ years' experience in all wet underground utilities.

BID QUESTIONAIRE

Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? **NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

   ☐ Yes ☑ No

   If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet rules on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

   ☐ Yes ☑ No

   If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contactor, in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet rules on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

   ☐ Yes ☑ No

   If "yes," attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

   Weekly

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: **NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

   Current year: 1.08
   Previous year: 1.12
   Year prior to previous year: 1.22

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

   ☐ Yes ☑ No

   If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one occasion during that last five years in which your firm was required to pay either back wages or penalties for own firm's failure to comply with the **state's** prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

   ☐ Yes ☑ No

   If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of the back wages and penalties that you were required to pay.

8. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

   ☐ Yes ☑ No

   If "yes," attach a separate signed page or pages, describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of the back wages you were required to pay along with the amount of any penalty paid.

9. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? NOTE: You may omit reference to any incident that occurred prior to January 1, 2014, if the violation was by a subcontractor's violation at the time they occurred.

   ☐ Yes ☑ No

   If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

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

Labor and Equipment Rate Sheet
(BIG BEN 2025)

Base Labor	Standard Time (per hour)	*Ovetime multiplier shall be applied to hourly rates only Overtime (per hour)	Double Time (per hour)
Superintendent/Foreman	$ 135.00	$ 202.50	$ 270.00
Operator	$ 135.00	$ 202.50	$ 270.00
Pipe layer	$ 105.00	$ 157.50	$ 210.00
Laborer	$ 103.00	$ 154.50	$ 206.00

Base Equipment (Owned) Per Hour			
A/C Grinder w/ Broom	$ 125.00		
Arrow board	$ 15.00		
Blade	$ 500.00		
Cement Mixer	$ 10.00		
Compaction Testing	$ 125.00		
Compactor	$ 7.00		
Compressor	$ 20.00		
Concrete/Asphalt Saw	$ 15.00		
Concrete Finisher	$ 100.00		
Dump Truck	$ 110.00		
Excavator (140 – 270 Net HP)	$ 130.00		
Excavator (80 – 125 Net HP)	$ 75.00		
Hydraulic Breaker, Backhoe	$ 30.00		
Jackhammer	$ 20.00		
Loader Backhoe (70 – 99 Net HP)	$ 70.00		
Loader Backhoe (100 – 129 Net HP)	$ 60.00		
Pneumatic Tools	$ 10.00		
Power Broom	$ 25.00		
Saw Truck	$ 150.00		
Dump Truck (Super 10)	$ 125.00		
Skid Steer Loader	$ 35.00		
Skip Loader	$ 45.00		
Street Sweeper	$ 175.00		
Test Pump	$ 30.00		
Trench Plates	$ 175.00		
Tool/Service Truck	$ 35.00		
Vacuum Truck	$ 550.00		
Vibra Plate	$ 10.00		
Whacker Walk Behind Roller	$ 20.00		
Wheel Loader (2 – 3 yards)	$ 50.00		
Water Pump	$ 5.00		
Water Truck	$ 40.00		
Zipper (asphalt trencher)	$ 40.00		

Company Name	Big Ben Engineering
Name	Sep Sharifi
Title	President
Date	01/01/2025

*** Rates for 2025 Only (Rates subject to increase for each year after.)

Big Ben Engineering Emergency and MSA Contracts

OWNER	Contact Person	SCOPE
City of Fullerton	Andrew Grajeda 714-412-1150	Water
City of Fullerton	Tony Reynosa 714-412-1116	Sewer
City of Glendora	Jason Forsberg 626-733-6507	Water
Yorba Linda Water District	Danielle Logsdon 714-981-0196	Water/Sewer
City of Santa Ana	Kathia Reyes 714-647-3319	Water/Sewer/Storm Drain
City of La Palma	Jake Chavira 714-690-3313	Water
Golden State Water	Ryan Lee 909-305-5428	Water
City of Anaheim	Jake Hester 714-713-2975	Water/Sewer
City of Sierra Madre	Steven McGee 626-833-4414	Water/Sewer
City of Buena Park	Mina Mikhael 714-562-3672	Water

CITY OF BUENA PARK
COUNTY OF ORANGE
STATE OF CALIFORNIA

CONTRACT DOCUMENTS

ON-CALL EMERGENCY WATER REPAIR SERVICES

PROJECT NO. N/A
BID NO. N/A
JULY, 2025

Prepared under the Supervision of:
Mina Mikhael, P.E.
Director of Public Works/ City Engineer



Recommended by:

Deepthi Arabolu, P.E., T.E.
Assistant City Engineer
R.C.E. 75742

Approved by:

Mina Mikhael, P.E.
Director of Public Works/City Engineer
R.C.E. 84166

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CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR

ON-CALL EMERGENCY WATER REPAIR SERVICES
"Project"

Project Number: N/A
Bid Number: N/A

This CONTRACT ("Contract") is made and entered this 8th day of July, 2025 ("Effective Date"), by and between the CITY OF BUENA PARK, a California municipal corporation ("City") and G&A Nelos Construction, Inc., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 1078513. The Contractor and the City are sometimes referred to herein collectively as the "Parties" and singularly as "Party."

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

A. This Contract;
B. The Request for Proposals (RFP) for On-Call Emergency Water Services issued by the City of Buena Park, dated May 22nd, 2025;
C. The Contractor's Bid Proposal for the City of Buena Park On-Call Emergency Water Repair Services, dated June 16th, 2025, (including documentation accompanying the Bid and any post-Bid documentation.
D. Any "Notice to Proceed" issued by the City to Contractor under the terms of this Contract;
E. The Contractor's Payment and Performance Bonds for any scope of work that is described in a Notice to Proceed issued by the City with a value in excess of $25,000;
F. The City of Buena Park's Special Provisions for Public Works Projects, Latest Edition;
G. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
H. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services.

(A) At any time during the term of this Agreement, the City may issue to Contractor a "Request for Emergency Work Proposals" setting forth the on-call services needed by the City ("Request for Work") and requesting that Contractor provide a written bid to the City in the form attached hereto was Exhibit "A" setting forth Contractor's not-to-exceed bid to perform the services described in the City's Request for Work ("Letter Proposal"). Contractor shall provide a Letter Proposal to the City not later than 5 days following receipt of a Request for Work from the City.

(B) Within 5 days following receipt of a Letter Proposal from Contractor, the City may accept the Letter Proposal by issuing Contractor a "Notice to Proceed" which shall authorize Contractor to perform the services described in the Request for Work for the Compensation set forth in the Letter Proposal. Nothing in this Contract requires the City to accept any Letter Proposal from Contractor, issue any Notice to Proceed to Contractor, to pay Contractor any Compensation or consideration of any kind except as indicated in at Notice to Proceed issued by the City.

(C) Contractor shall provide and perform the on-call emergency water repair services that are set forth in any Notice to Proceed issued under this Contract (collectively, the "Services"), all to CITY's reasonable satisfaction. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the Contractor shall provide the Services under the direction of the Designated Official (or his/her designee). The Contractor shall commence performance of the Services upon receipt of a written Notice to Proceed from the Designated Official authorizing the Contractor to proceed, and only to the extent of such authorization or task order. The City may, from time to time, request changes in the scope of services of the Contractor to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3. Compensation. The Contractor shall perform the Services described in each Notice to Proceed at the direction of the City, and City shall pay Contractor in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in the Notice to Proceed issued by the City for each scope of Services. The maximum "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the Contractor is entitled to receive pursuant to this Agreement shall equal to the total value of Notices to Proceed for Services approved by the City under this Contract. No claims for additional compensation shall be allowed unless authorized in advance by the City in writing. Any additional work or expenses authorized by the City shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties.

4. Term of Contract: The term of this agreement shall commence on **July 8, 2025** and shall remain in full force and effect until **July 8, 2028**. The Contractor agrees to complete the work to City's satisfaction within the amount of working days agreed upon for each task order. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

   a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.

   b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).

   c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

   a. General Liability: $2,000,000 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 project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.

   b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

   c. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

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

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

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

3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.

6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.

7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours

of the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11 All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."

12. All insurance coverage shall contain a clause substantially in the following words: *"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."*

13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.

14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.

16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.

17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.

18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party

in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to 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, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City or review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnitifcation.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City 's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to 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. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

12. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

_____
("CONTRACTOR")

By: _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

(ONLY REQUIRED FOR TASK ORDERS ABOVE $25,000)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF TASK ORDER

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars ($_____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal,

any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.* *DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

(ONLY REQUIRED FOR TASK ORDERS ABOVE $25,000)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF TASK ORDER

(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____,

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

_____

Dollars ($_____), this amount being not less than 100% of the total Contract Price, in 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, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her 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 provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

_____

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

   City of Buena Park
   City Hall
   6650 Beach Boulevard
   Buena Park, CA 90621

   The insureds under such policy or policies are:

   _____

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

Policy Number	Effective Date	Expiration Date

_____

_____

_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

_____

(Contractor)

are authorized to sign bills and/or receive checks.

NAME	TITLE	SIGNATURE

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____

(name and title)

For: _____

(Bidder)

ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Contractual Liability
□ Owners/Landlords/Tenants
□ Manufacturers/Contractors
□ Products/Completed Operations
□ Broad Form Property Damage
□ Extended Bodily Injury
□ Broad Form Comprehensive General Liability Endorsement
□ Explosion Hazard
□ Collapse Hazard
□ Underground Property Damage
□ Pollution Liability
□ Liquor Liability
□ _____
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ _____*if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative *(Original signature only; no facsimile signature or initialed signature accepted)*

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Any Automobiles
□ All Owned Automobiles
□ Non-owned Automobiles
□ Hired Automobiles
□ Scheduled Automobiles
□ Garage Coverage
□ Truckers Coverage
□ Motor Carrier Act
□ Bus Regulatory Reform Act
□ Public Livery Coverage
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____applies to all coverage(s) except:_____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

□ Following Form
□ Umbrella Liability
□_____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention *(check one)* of $_____ _____applies to all coverage(s) except: _____ _____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____



SPECIAL PROVISIONS

CITY OF BUENA PARK
Special Provisions

The Standard Specifications for the City of Buena Park shall be the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION** (also hereinafter referred to as the *Green Book*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

Where specified in these specifications, the most recent edition of the **Standard Specifications and Standard Plans of the State of California Department of Transportation (Caltrans Standards**) shall apply.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction or the ***Caltrans Standards*** shall be resolved by the Engineer, whose decision shall be final.

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. Refer to Section 3-7.2 Precedence of the Contract Documents in the event of any reference conflicts.

PART 1:
SPECIAL PROVISIONS

The following amendments, additions and deletions shall be incorporated into the Green Book:

Unless otherwise noted, the provisions below shall supplement those provisions in Part 1 of the Standard Specifications.

SECTION 1. GENERAL

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Buena Park

Board – The City Council of the City of Buena Park.

Clerk or City Clerk - The City Clerk of the City of Buena Park.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the Special Provisions.

County – County of Orange, California.

Days - Working days, unless otherwise specified.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Standard Plans - the Standard Plans of the Department of Public Work/Engineering, City of Buena Park unless otherwise specified in these Contract Documents

Standard Specifications – Standard Specifications for Public Works Construction, 2021 Edition or Latest Edition and all supplemental documents issued thereafter.

Caltrans Specifications – Latest Edition.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

Abbreviation	Word or Words
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
Caltrans	Department of Transportation Standard Plans & Specifications, Latest Edition

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2 Contract bonds: The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Add Subsection 1-7.3 to the Standard Specifications:

1-7.3 Consideration of Bid: Bids will be opened publicly by the City Clerk or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency, by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work, if, in the judgment of the Board, the best interests of the Agency will be promoted thereby.

Add Subsection 1-7.4 to the Standard Specifications:

1-7.4 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within sixty (60) calendar days after the opening of the proposal unless otherwise specified in the "Notice to Bidders".

The Agency reserves the right to extend the award of contract period an additional thirty (30) calendar days.

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

Add Subsection 1-7.5 to the Standard Specifications:

1-7.5 Return of Proposal Guarantees: All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective Bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of rejection.

Add Subsection 1-7.6 to the Standard Specifications:

1-7.6 Execution of Contract: The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

Add Section 1-8 to the Standard Specifications:

1-8 REQUIREMENTS AND CONDITIONS

1-8.1 Availability of Plans and Specifications: Plans and specifications may be examined at and obtained from the office of the Engineer. Copies of the Notice to Bidders and proposal

forms are included with the plans and specifications.

1-8.2 Approximate Estimate: The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of the Bidders and for comparison of bids and is not guaranteed to be correct by the Agency.

1-8.3 Examination of Plans, Specifications and Site of the Work: The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications and contract forms therefore. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans and contract.

1-8.4 Proposal Form: All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal cannot be considered as part of the bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give Bidder's address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

1-8.5 Rejection of Proposals Containing Alterations or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-8.6 Proposal Guaranty: All bids shall be presented in a sealed envelope and shall be accompanied by a "Proposal Guaranty" made payable to the Agency and for the amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, or a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

1-8.7 Withdrawal of Proposals: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

1-8.8 Disqualification of Bidders: More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

1-8.9 Competency of Bidders: Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code of the State of California and evidence of such license shall be presented to the Engineer on request.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

1-8.10 Experience of Bidders: After the bid opening, the Engineer may require the three lowest bidders to present satisfactory evidence of sufficient experience and that the successful bidder is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.

1-8.11 Material Guaranty: Bidders may be required to furnish a complete statement of origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

1-8.12 Progress Schedule: Pursuant to Section 6-1.1, the successful Bidder shall submit a progress schedule indicating the time he proposes to utilize in performing the various major divisions of work, and his intended sequence of operations.

SECTION 2. SCOPE AND CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 2 of the Standard Specifications.

2-1 WORK TO BE DONE

The general items of work consists of furnishing all materials, equipment, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated per the on-call services.

It should be brought to the Contractor's attention that the quantities shown on the bid sheet are estimates. Payment shall be made per the actual quantities used and in accordance with these Contract Documents and Special Provisions and the Standard Specifications. This Work requires a **Class A** license.

2-2 PERMITS

Prior to the start of any work, the Contractor shall obtain a no-fee CITY permit from the City of Buena Park and make arrangements for CITY inspections. If applicable, the Contractor shall also obtain a permit from Caltrans prior to work. The Contractor and all subcontractors shall each obtain a CITY business license, and shall be licensed in accordance with the State Business and Professions Code. If applicable, the Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity like Caltrans. The Contractor shall pay all costs incurred by the other permit requirements.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

2-4 COOPERATION AND COLLATERAL WORK

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

Add Subsection 2-4.1 to the Standard Specifications:

2-4.1 Entry by Utility Owners and Property Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

Add Subsection 2-4.2 of the Standard Specifications:

2-4.2 Notice to Remedy

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer,

may seem reasonable and necessary.

The cost and expense of said labor and materials, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.2 Temporary Utility Services

Water - The City will supply the Contractor with all water used during the construction without charge. The Contractor shall, at their own expense, provide facilities for conveying the water from the City's nearest existing fire hydrant, or approved water source, to the point of use. The contractor must apply for a construction water meter ($250 for application) and provide an $800 refundable deposit; **NO DIRECT HOOK-UP TO HYDRANTS WILL BE ALLOWED.**

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer. For Time and Material (T&M), contractor shall have the inspector's approval by signing the extra hours and/or materials on a daily bases. ***THE CITY WILL NOT PAY ANY INVOICE WITHOUT A SIGNATURE OF THE INSPECTOR FOR THE EXTRA HOURS AND/OR MATERIALS ON THE DAILY BASES REPORT.***

Add Subsection 2-8.1 to the Standard Specifications:

2-8.1 Markup, Work by Contractor: The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

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

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

Add Subsection 2-8.2 to the Standard Specifications:

2-8.2 Work by Subcontractor: When all or any part of the extra work is performed by a Subcontractor, the markup established in 2-8.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

Add Subsection 2-8.3 to the Standard Specifications:

2-8.3 Daily Reports by Contractor: The Contractor's cost records pertaining to work paid for on a time and materials basis shall be open to inspection or audit by representatives of the Agency, during the life of the contract and for a period of not less than three (3) years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the Agency on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

Add Section 2-11 to the Standard Specifications:

2-11 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

CITY OF BUENA PARK POLICE DEPT Attention: Traffic Division	**(714) 562-3940**
ORANGE COUNTY FIRE AUTHORITY	**(714) 527-3955**
PARK DISPOSAL	**(714) 522-3577**
AMERICAN MEDICAL RESPONSE	**(714) 808-2288**
BUENA PARKSCHOOL DISTRICT	**(714) 522-8412**
ORANGECOUNTY TRANSPORTATION AUTHORITY (BUS OPERATIONS)	**(714) 530-6060**

SECTION 3. CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 3 of the Standard Specifications.

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials,

employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-2 SELF PERFORMANCE

The Contractor shall perform, with its own organization, contract work to amount to at least 50 percent of the contract price, except that designated "Specialty Items" may be performed by the subcontractor and the amount of any such "Specialty Items" performed may be deducted from the contract price before computing the amount required to be performed by the Contractor with its own organization.

3-5 INSPECTION

The Contractor shall give the Engineer notice of the time when the Contractor or any subcontractor will start the various units or operations of the work. Notice shall be given at least forty-eight (48) hours minimum in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of a representative or inspector on the work. Any work performed by the Contractor or subcontractor(s) in conflict with said notice shall be removed if so ordered by the Engineer or the representative or inspector on the work.

The Contractor shall give 48-hours minimum advance notice to the Engineer for specific inspections or testing activities. The inspection of the work shall not relieve the Contractor of any of the obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity. The Contractor shall be responsible for coordinating inspections with all agencies having jurisdiction.

3-7 CONTRACT DOCUMENTS

3-7.1 General: In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain an approved set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This approved set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction.

Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bidsheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents:

If there is a conflict with any one specific Contract Document, the more stringent requirement as determined by the Engineer shall control.

3-9 SUBSURFACE DATA

If the City, or its consultants, have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related work.

Construction surveying and staking shall be provided by the City.

Re-staking and replacement of construction survey markers damaged as a result of the work,

vandalism, or accident shall be at the Contractor's expense.

Contractor shall re-establish centerline monuments damaged or destroyed during work and file post construction corner records with the Orange County Surveyor's office to verify existing monuments are preserved and/or perpetuated. Copies of post construction corner records shall be submitted to the City.

3-11 CONTRACT CONSTRUCTION INFORMATION SIGNS

Two (2) Construction Information Signs (See attached sign layout detail – City Std 439A) shall be furnished, erected and maintained by the Contractor at the job site, at least ten (10) days prior to beginning construction. The location of the two (2) Constructions Information Signs shall be approved by the Engineer.

3-12 WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. The construction area shall be cleaned by the use of a wet mobile sweeper, a minimum of once a day, or as directed by the Engineer. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged with mark-up to the Contractor and deducted from the Contract Price. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

The Contractor shall make its own arrangements for any necessary storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may only be used for temporary storage with the explicit written permission of the Engineer; however, the Contractor shall be responsible for obtaining any necessary permits from the City and any agency having jurisdiction. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.2 Air Pollution Control: Air pollution control shall consist of applying water or dust palliative, (reducer) or both, for the alleviation or prevention of dust nuisance. Dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way, shall be controlled by the Contractor.

It is understood that the provisions in this section will not prevent the Contractor from applying water or dust palliative for their convenience if they so desire.

3-12.3 Noise Control: A noise level limit of 86dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The noise level from the Contractor's operations between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, or at any time on Saturday, Sunday or a City holiday shall be in accordance with the County ordinance covering "Noise Control."

This requirement in no way relieves the Contractor from responsibility for complying with other local ordinances regulating noise level. The Contractor shall comply with all local sound control and noise control rules, regulations and ordinances, which apply to any work performed pursuant to this contract.

The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor.

3-12.4 STORAGE OF EQUIPMENT AND MATERIALS

3-12.4.2 Storage in Public Streets: Construction materials and equipment shall not be stored in streets, roads, City property, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 Water Pollution Control: It is anticipated that storm, surface, and subsurface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his/her operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct their operations in such a manner that storm or other waters may proceed in a legal and safe manner, with minimal public impact. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

3-12.6.2 Best Management Practices (BMPs): The Contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit No.CAS000002 (Order No. 2009-0009-DWQ), the Waste Discharge Requirements for the County of Orange and the Regional Water Quality Control Board for the Santa Ana Region (Order No. R8-2009-0030 and NPDES No. CAS618030) and City of Buena Park requirements for the Control of Urban Pollutants to Storm Water Runoff. The Contactor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed and addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

The Contractor shall utilize Best Management Practices (BMP's) during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this project include, but are not limited to, covering all storm drains inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any AC grinding, removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel bags on-hand when excavating new PCC sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the City of Buena Park. Stockpiling construction debris and materials within the work area will not be allowed without the prior approval of the Engineer. The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board (Order No. R8-2009-0030 and NPDES No. CAS618030)
2. Caltrans
3. County of Orange (Construction Runoff Guidance Manual – September 2008)
4. City of Buena Park & NPDES General Permit Requirements (No. CAS000002 and Order No. 2009-0009-DWQ) including BMP's

3-13 COMPLETION, ACCEPTANCE AND WARRANTY

3-13.2 Acceptance: The Project will not be accepted and a Notice of Completion will not be filed until all required Work is completed, the Work site is cleaned up, all Contract provisions have been completed and accepted by the Engineer, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;

2. All written guarantees, certificates, and warranties;

3. All “as-builts”;

4. The warranty or maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 1-7.2 of these General Provisions; and

5. Electronic and hard copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the mechanical, electrical, plumbing, irrigation, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the Engineer in writing.

Add subsection 3-13.3.1 to the Standard Specifications:

3-13.3.1 Warranty: For the purpose of calculating the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion.

The Contractor hereby guarantees that the entire work constructed under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished. The Contractor hereby agrees to make, at his/her own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied to him/her that become evident within one year after the date of filed Notice of Completion, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements within seven (7) calendar days upon receipt of written orders for same from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Section 4 of the Standard Specifications.

4-1 GENERAL

The Contractor shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-3 INSPECTION

4-3.3 Inspection of Materials Not Locally Produced: When the Contractor intends to

purchase materials, fabricated products, or equipment from sources located more than 50 miles (80 km) outside the geographical limits of the Agency, an inspector or accredited testing laboratory, assigned by the Engineer, shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. Contractor shall inform the Engineer before producing any material or equipment. The inspector or representative of the testing laboratory shall approve the materials by the requirements of the Plans and Specifications. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the agent. Approval of said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-4 TESTING

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

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor. The Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer's approval.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

Unless otherwise noted, the provisions below shall supplement those provisions in Section 5 of the Standard Specifications.

5-3 LABOR

5-3.1 General: The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et. seq*. ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Prevailing wages

Add Subsection 5-3.2.1 to the Standard Specifications:

5-3.2.1 Copies of Wage Rates: Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

Add Subsection 5-3.2.2 to the Standard Specifications:

5-3.2.2 Job Site Notices: The Contractor is required to post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.3 to the Standard Specifications:

5-3.2.3 Failure to Pay Prevailing Rates: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

Add Subsection 5-3.2.4 to the Standard Specifications:

5-3.2.4 Apprentices: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. The Contractor shall ensure that all apprentices performing work on the project work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

Add Subsection 5-3.2.5 to the Standard Specifications:

5-3.2.5 Debarment or Suspension: The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

Add Subsection 5-3.2.6 to the Standard Specifications:

5-3.2.6 Registration with the DIR: In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Add Subsection 5-3.2.7 to the Standard Specifications:

5-3.2.7 Compliance Monitoring and Posting Job Sites: This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.8 to the Standard Specifications:

5-3.2.8 Subcontractors: For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

Add Subsection 5-3.2.9 to the Standard Specifications:

5-3.2.9 Taxes: The Agency is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a City and/or County tax is collected by the State, the Agency is liable for this tax also. Include this tax in the amount bid.

The Agency is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the Contractor and subcontractor(s) may be liable for Federal Excise Tax. The Contractor must determine whether Federal Excise Tax is chargeable to the bidder and, if so, the amount of the tax should be included in the amount bid.

Add Subsection 5-3.2.10 to the Standard Specifications:

5-3.2.10 Prevailing Wage Indemnity: To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.2.9 shall survive expiration or termination of the Contract.

Add Subsection 5-3.2.11 to the Standard Specifications:

5-3.2.11 Responsibility for Damage: The City, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to

persons or property which may be the result of this contract and for which the City might be held liable. The Contractor shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

Add Subsection 5-3.2.12 to the Standard Specifications:

5-3.2.12 Contractor's Responsibility for Work: Until the formal acceptance of the work, the Contractor shall have the charge and care thereof, except as provided in § 7-2.9, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by Acts of War.

Add Subsection 5-3.2.13 to the Standard Specifications:

5-3.2.13 Correction of Errors, Recovery for Errors, Dishonesty or Collusion: The City reserves the right to correct any error that may have been made in any estimate that has been paid. The City also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

Add Subsection 5-3.2.14 to the Standard Specifications:

5-3.2.14 Rights in Materials and Salvage: Ownership of material incorporated in the work is vested in the name of the City. Any material delivered and paid for in part by the City or any material furnished by the City to be incorporated in the work, is or becomes the property of the City upon acceptance. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials), as determined by the Engineer, that are the property of the City, if they are to be removed, shall be delivered F.O.B. to the storage yard designated by the City. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Contractor is instructed otherwise by the Engineer.

5-3.3 Payroll Records: The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to the City; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. CWA Section 5.2 also requires the Contractor

and all Subcontractors pay fringe benefit contributions to the appropriate union trust fund on a monthly basis.

5-3.4 Hours of Labor: The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-7 SAFETY

Contractor shall comply with all established government laws and regulations pertaining to the construction of public improvements as well as safety procedures, and will be responsible for applying and using safety equipment as necessary to protect personnel, property and the traveling public. Contractor shall use both street tubular delineators and warning signs to inform the public of work being conducted in accordance with established California State Standards. The Contractor shall provide Health and Safety Plan in accordance with local, State and Federal codes. Contractor shall designate or employ a full time safety officer for all work on this Project.

5-7.8 Steel Plate Covers: The Contractor shall provide and maintain non-skid steel traffic plates securely over all openings, trenches and excavations, and whenever required, at the end of each working day. The plates shall be pinned and ramped with temporary asphaltic concrete. Steel plates utilized on arterial highways, roadway with a posted speed limit of 30mph or greater, or as designated by the Engineer, shall be pinned and recessed flush with existing pavement surface.

Add Subsection 5-7.9 to the Standard Specifications:

5-7.9 Haul routes: The Contractor must obtain the Engineer's approval before using any haul routes.

Add Subsection 5-7.10 to the Standard Specifications:

5-7.10 Notices to Residents and Businesses: Five (5) calendar days prior to the start of construction, the Contractor shall distribute to the residents a written notification prepared by the Contractor, approved by the Engineer, clearly indicating project scope, specific construction dates, parking and circulation impacts, any disruptions that may occur, and approximately when construction is expected to be completed.

Errors in distribution, false starts, acts of God, strikes, or other schedule alternations will require re-notification prepared by the Contractor, approved by the Engineer.

"NO-PARKING" signs shall be furnished by the City and posted by the Contractor no later than 48 hours prior to the enforcement date. The date and hours of effect shall be written on the sign, by the Contractor. The number, spacing and location of signs shall be as directed by the Engineer.

The Contractor shall maintain the signs throughout the enforcement period. Arrangements shall be made by the Contractor to satisfy the applicable ADA requirements.

The Contractor shall install signs stating "Business open during construction" and signs stating “Access" with arrows at business driveways as directed by the Engineer.

Add Section 5-8 to the Standard Specifications:

5-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor’s or the Subcontractors’ operations or as required by the Plans and Specifications.

Photographic and video records of existing conditions prior to commencing the work shall be made and copies provided to the Engineer.

Existing improvements to be protected in place, which are damaged or destroyed due to the Contractor's own convenience and/or negligence, shall be reconstructed to the satisfaction of the Engineer within three (3) calendar days with no additional compensation allowed therefore.

The Contractor shall use special care when cold milling adjacent to existing concrete gutters so as not to chip or damage the surface. Sidewalk and gutters damaged due to Contractor’s operations shall be replaced at the Contractor’s expense.

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

Add Section 5-9 to the Standard Specifications:

5-9 ADVERTISING

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Add Section 5-10 to the Standard Specifications:

5-10 LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

The Contractor shall at all times observe and comply with, and shall cause all of the Contractor’s agents, employees and subcontractors to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, the Board and the Engineer, and all of its and their elected and appointed officials, officers, agents and servants

against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Engineer.

Add Section 5-11 to the Standard Specifications:

5-11 RECYCLING OF MATERIALS

Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

Add Section 5-12 to the Standard Specifications:

5-12 RECORD/AS-BUILT DRAWINGS

The City will furnish the Contractor with a complete set of blueline drawings on which the Contractor shall clearly note all changes made for locations of service lines, manholes, connections to existing facilities, stub-outs, etc. These drawings shall be kept up to date as the job progresses and no changes in the plans shall be made without prior approval of the Engineer. **BEFORE FINAL PAYMENT** will be made, these drawings must be returned to the City in an accurate and legible condition.

SECTION 6 PROSECUTION AND PROGRESS OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule: In addition to the construction schedule required pursuant to section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice, or at a frequency directed by the Engineer. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and acceptance. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work, material procurement, providing continuous public access, and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; and/or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

Add Subsection 6-1.1.1 to the Standard Specifications:

6-1.1.1 Pre-Construction Conference: Approximately ten (10) working days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.
Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. The Contractor shall bring to the pre-construction conference copies of each of the following:

1) Construction Schedule.
2) Procurement schedule of major equipment and materials and items requiring long lead time.
3) Shop drawing/sample submittal schedule.
4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The Contractor shall be prepared to discuss all of the items listed below.

1) The Contractor's construction schedule.
2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
4) Processing applications for payment.
5) Maintaining record documents.
6) Critical Work sequencing.
7) Maintaining utility service during construction, including proposed by-passes.
8) NPDES/BMP requirements.
9) Field decisions and Change Orders.
10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
11) Major equipment deliveries and priorities.
12) Traffic control.
13) Any other item that the City representative states is relevant to the meeting.

Add Subsection 6-1.1.2 to the Standard Specifications:

6-1.1.2 Pre-Job Conference: CWA Article 13 requires that the Contractor and each Subcontractor conduct a pre-job conference with the appropriate affected Unions prior to commencing work. The Contractor and each Subcontractor shall disclose to the Unions their scope of work and which Union(s) they are assigning their work to. Additional Pre-Job

Conferences can be held for scopes not covered by the initial Pre-Job Conference, but must occur before the scope of work commences.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The City Engineer will prepare the meeting agenda, meeting minutes and will distribute minutes. If determined by the City Engineer that weekly meetings are not necessary, the weekly progress meetings frequency may be changed.

Add Section 6-1.1.3 to the Standard Specifications:

6-1.1.3 Scheduling Considerations

Contractor shall not open any construction areas that cannot be replaced on the same workday.

Unless otherwise directed/approved by the City Engineer, all traffic lanes shall be opened to vehicular traffic at the end of each work period (day or night). Temporary striping or slurry tabs shall be placed daily on recently completed work. Contractor shall be responsible for maintaining any temporary striping until permanent striping is applied and accepted.

Asphalt removals, grading, compaction of subgrade and construct asphalt concrete base coarse shall take place on a continuous sequential operation.

6-1.2 Commencement of Work: The Contractor shall complete all Work under the Contract within the amount of working days agreed upon for each task order. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the NTP. A "Preliminary Notice to Proceed" will be issued if the period between the period of the Notice of Award and NTP is required to process Shop Drawings and begin procuring equipment and materials.

6-3 TIME OF COMPLETION

6-3.1 General: The Contractor shall complete all work including punch list items under the Contract within amount of working days agreed upon after the date on the Notice to Proceed.

The Contractor shall ensure the availability and delivery of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of the time for 100 percent completion of Work.

Add Subsection 6-3.1.1 to the Standard Specifications:

6-3.1.1 Working Hours: Working hours shall be limited to 7:00 a.m. and 4:00 p.m. Monday to Friday, unless otherwise authorized, in writing, by the Engineer. Lane closure shall be limited to the hours between 8:00 a.m. and 4:00 p.m., **except for arterials as defined by the Engineer** (9:00 a.m. to 3:30 p.m.). Deviation from these hours will not be permitted, without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of requested deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

A permit may have other hours or Days for the Contractor to do the Work, of which the stricter shall prevail, unless otherwise noted by the Engineer.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give two (2) Work Days' notice to the Engineer so that inspection may be provided.

Add Subsection 6-3.1.2 to the Standard Specifications:

6-3.1.2 Designated Holidays: Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving, and the Friday after, and the period between Christmas Eve and New Year's Day. Contractor should also consult posted prevailing wage holidays for each craft used on the DIR website https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

6-4 DELAYS AND EXTENSIONS OF TIME

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time: In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of

time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays: Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor may be entitled to a Change Order that:(1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contractor any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For each consecutive calendar day after the time specified in Section 6-3.1 for completion of work, the contractor shall pay to the City or have withheld from moneys due it, the daily sum of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remain incomplete beyond the expiration of the completion date. The City may deduct the amount of liquidated damages due hereunder from any monies due or that may become due the Contractor under this Contract.

Execution of the Contract shall constitute agreement by the City and Contractor that the above liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefore and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 6-4 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

Unless otherwise noted, the provisions below shall supplement those provisions in Section 7 of the Standard Specifications.

7-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

7-3 PAYMENT

7-3.1 General: In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

The unit and lump prices bid for each item of work shown on each task order shall include full compensation, including all labor, tools, equipment, and material, to complete the item of work in place, and no other compensation will be allowed thereafter.

7-3.2 Partial and Final Payment

Add Subsection 7-3.2.1 to the Standard Specifications:

7-3.2.1 Monthly Closure Date and Invoice Date: The monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the Engineer before the fifth(5th) Day of the following month for verification and payment consideration. The Contractor shall verify all quantities with the City Inspector before payment request submittal.

Add Subsection 7-3.2.2 to the Standard Specifications:

7-3.2.2. Payments: The City shall make payments within thirty (30) Days after receipt of the Contractor's verified and undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, and shall explain in writing the reasons why the payment request is not proper.

Add Subsection 7-3.2.3 to the Standard Specifications:

7-3.2.3 Substitute Security: In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly

to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Unless otherwise noted, the provisions below shall supplement those provisions in Section 8 of the Standard Specifications.

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Add Section 9 to the Standard Specifications:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The Contractor should sign and return the Notice to Proceed to the City prior to commencement of work. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 CLAIM DISPUTE RESOLUTION

a. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertains to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

b. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810*etseq*.) with regard to filing claims and to Public Contract Code Section 20104 *etseq*. (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars ($375,000) or less. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *etseq*.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, *etseq*. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 *etseq*. (if applicable), and must then adhere to Section 20104, *etseq*. and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

9-5 CWA Grievance Procedure

In the event of any dispute regarding the CWA between the contractor, their employees, or the signatory unions, the contractor agrees to follow the grievance procedures as outlined in CWA Article 9.

9-5 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-6 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-7 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its

full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-8 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-9 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Orange County Superior Court.

9-10 TIME

Time is of the essence in these Contract Documents.

9-11 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-12 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-13 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-14 INDEMNIFICATION

9-14.1 Contractor's Duty: To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

9-14.2 Civil Code Exception: Nothing in this Section shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

9-14.3 Nonwaiver of Rights: Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or

passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

9-14.4 Waiver of Right of Subrogation: The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

9-14.5 Survival: The provisions of this Section shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

9-15 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-16 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-17 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

PART 2:

CONSTRUCTION MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 2 of the Standard Specifications.

SECTION 200 ROCK PRODUCTS

200-2 UNTREATED BASE MATERIALS

In the event of wet soil conditions, aggregate base shall be constructed as directed by the Engineer.

The gradation shall be ¾" (20 mm) maximum. Changes from one grading to another shall not be made during progress of the work, unless permitted by the Engineer.

The subgrade shall be compacted to 95% with moisture contents within 2% of optimum. The finished subgrade shall not deviate more than 0.03 feet from the design grade. Lightweight compaction equipment shall be used to avoid subgrade pumping.

NO CRUSHED MISCELLANEOUS BASE (CMB) IS ALLOWED.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

Concrete to be used for curb and gutter, sidewalk, drive approaches, and parkway culverts shall be designated Class 560-C-3250 mix with maximum slump of 4" (100 mm). Cross gutters, longitudinal gutters, spandrels, concrete band, colored concrete, catch basin local depression shall be 4,500 psi concrete mix with a maximum slump of 4" (100 mm). Contractor may use fly ash with an exclusive written approval of the Engineer. Cross gutters shall be constructed per City of Buena Park Standard Plan105 and as shown of the plans, 4,500 psi concrete. Longitudinal gutters shall be constructed per Green Book Standard Plan 122-2 as modified as shown in the plans, 4,500 psi concrete. The Contractor shall provide 1-1/2" thick steel traffic plates to bridge new cross gutters. Contractor shall remove a minimum of 25' of existing A.C. on both sides of the cross gutter/spandrel or as directed by the Engineer and replace to match existing.

Concrete mix design shall be submitted to the Engineer ten (10) working days prior to use.

201-3.7 Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant) (CRACK SEALING)

After cold milling and prior to the placing of new asphalt, concrete pavement cracks greater than 1/8" will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.2 Materials

Asphalt concrete surface course shall be Type III C3-PG 70-10. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. All tack coats over spray on gutter edges shall be removed.

The asphalt content for the Type C3-PG 70-10 asphalt concrete shall be per Orange County Environmental Management Agency Special Provisions — Asphalt Concrete Standard Plan 1805 (revised).

The Contractor shall use a PG Asphalt Binder.

SECTION 207 GRAVITY PIPE

The Section 207 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 207.

SECTION 208 PIPE JOINT TYPES AND MATERIALS

The Section 208 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 208.

SECTION 209 PRESSURE PIPE

The Section 209 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 209.

SECTION 210 PAINT AND PROTECTIVE COATINGS

The Section 210 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 210.

SECTION 211 MATERIAL TESTS

The Section 211 from the 2021 Edition, the “Greenbook” or latest version will be part of the

"Special Provisions". Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 211.

SECTION 212 WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

The Section 212 from the 2021 Edition, the "Greenbook" or latest version will be part of the "Special Provisions". Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 212.

SECTION 214 TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

All references to traffic striping and markings shall be "Thermoplastic".

Traffic Signs, Striping, Markers, and Markings, shall conform with Sections 84 and 85 of the Caltrans Standard Specifications and these Special Provisions.

Existing striping, pavement markings, legends, stop bars, crosswalks, parking stalls, red curb, etc., shall be replaced by the Contractor if damaged. It is the Contractor's responsibility to note and inventory such locations using a video recording system prior to removal and replacement of such, accordingly. In the event of a conflict as to the locations, placement of legends, markings, lines, etc., shall be as directed by the Engineer.

All existing markings which do not conform to the new striping shall be removed with a grinder. Existing markers which are partially removed or damaged shall be removed in total and replaced in kind. The Contractor shall re-stripe existing striping and curb markings obliterated by new construction, whether or not shown on the Plans for replacement.

Pavement Markers: Traffic striping will not commence sooner than seven to ten (7-10) working days after the surface course is placed. The Contractor shall furnish and install raised pavement markers as indicated on the plans and specifications to restore the roadway to its original state in accordance with the requirements of Section 85 of the Caltrans Standard Specifications.

Type A markers shall be ceramic type in accordance with Section 85-1.02B(3) of the Caltrans Standard Specifications.

Fire Hydrant Reflectors: All existing fire hydrants shall, at the completion of the project have Type D two-way blue reflectors placed in accordance with the 2014 (or Latest Edition) California Manual of Uniform Traffic Control Devices (MUTCD) Section 3B.11.

Traffic Striping: In areas of new, or restoration of street striping, markings and legends, the Contractor shall provide and install traffic striping, thermoplastic paint and beads equal to State Standard Specifications, Section 84.

After the completion of surface course paving operations, and raising frames to grade, the Contractor shall allow seven to ten (7-10) working days before final striping. This does not include cat- tracking, which must be done within 24 hours or as directed by the Engineer.

The Contractor shall provide paint spots on centerline approximately 150 feet apart, to establish a reference line as shown on plans and as directed by the Engineer. The Contractor shall mark off all lane lines to match existing conditions.

Cat tracking shall be approved in writing by the Engineer before application.

Pavement Markings: Pavement marking work shall be limited to replacement of all legends, turn arrow legends, stop bars and crosswalks with 120 mils thick thermoplastic within the confines of the work area unless otherwise directed by the Engineer. All work shall match existing conditions. All materials shall conform to the State Standard Specifications.

Add Section 218 to the Standard Specifications:

SECTION 218 TRUNCATED DOME MAT

The detectable warning surface required for all curb ramps within the AC paving project limits shall consist of a Buena Park light blue replaceable, cast-in-place polyurethane truncated dome mat, ARMOR- TILE, or approved equal. Contractor shall verify the color with the Engineer prior to installation of mat. The dimensions of the detectable warning surface shall be as specified on the Caltrans Standard Plans.

PART 3:

CONSTRUCTION METHODS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 3 of the Standard Specifications.

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

During construction and excavation, soft and unstable subgrade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. The use of stompers will not be allowed for any portion of work on the project.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Removals shall consist of the sawcut and removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not be limited to: asphalt, aggregate base, and subgrade if required by the engineer.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 4-2 of the Standard Specifications at Contractor's expense.

Asphalt and subgrade removals shall be done with a grinder only. Grinding of the existing AC pavement shall be at a constant depth as called for in the plans. All temporary striping required after grinding operations shall be installed per City Standards.

The entire surface area of the pavement designated for removal shall be ground to the depths specified in the plans. Care shall be exercised not to damage adjacent improvements. Gutters or curbs damaged by the Contractor’s operations shall be replaced at the Contractor's expense.

The contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or grinding of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by a vacuum sweeper and properly disposed of. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of grinding operations.

Cold mix A.C. shall be placed and maintained at the interface between ground and non-ground

areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps.

The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the grinding operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed **three (3) calendar days** at any one location unless approved otherwise by the Engineer or is necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

NOTE: Concrete removals are not allowed on Fridays or the day before a holiday and shall be replaced before the weekend or holiday.

Under no circumstances, shall the Contractor place concrete forms with the intent of leaving the forms in place for more than 24 hours, aside from curing freshly poured concrete.

The plans do not indicate any existing sprinkler systems. It is the Contractor's responsibility to examine the site, and determine what damage, if any, will be incurred within the areas described above, and consider this in the bid price for the various items of work.

The limits of removals will be marked by the Engineer, within forty-eight (48) hours from the Contractor's request, to have removal areas marked.

All patching and repair work for any removals shall be to the original condition unless directed otherwise by the City Engineer.

All removed material becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

Add Subsection 300-1.2.1 to the Standard Specifications

300-1.2.1 Additional Considerations:

1. In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer.
2. In addition to removal of street, traffic, warning signs, or any other signs, Contractor shall reinstall and/or replace as shown on plans or as directed by the Engineer.
3. The Contractor shall, upon completion of the new improvements, repair, resod, replant, and replace landscape areas damaged or altered through the course of construction, including top dressing of the soil. All existing irrigation systems, which were affected as part of the project construction, shall be restored to their original condition and to the satisfaction of the Engineer. As required, irrigation system components shall be relocated and/or adjusted to grade within the limits of the landscaping.
4. This item shall also be interpreted to include the removal and disposal of any additional items not specifically mentioned herein which may be found with the work

limits or are shown on plans to be removed.

Add Subsection 300-1.5 to the Standard Specifications

300-1.5 Site Demolition and Clearing: Following the asbestos and lead containing building materials removal and certification of the site, the building demolition and site clearing and grubbing may begin. Site clearing and grubbing shall be in accordance with Section 300-1 of the Standard Specifications and these Special Provisions and shall include the removal of all material from within the property boundary of each site unless specifically noted as “protect” or otherwise directed by the Engineer.

The Contractor shall be responsible for having a qualified pest control company spray all structures in order to prevent insects living within the structures from infesting adjacent properties. This spraying action will be done 48 hours prior to demolition of any structures. The cost of complying with all requirements specified in this section shall be borne by the Contractor and should be considered as included in the price bid.

Unless otherwise specified, all concrete floors, walks footings, porches, steps, slabs, signs, and foundation walls within the limits of the property shall be removed in their entirety with demolition operations, shall be removed from the site and disposed of by the Contractor. Likewise all brick, plaster, lumber, wood scraps and all other loose or fixed debris shall be removed from the site and disposed of by the Contractor, unless otherwise noted on to protect. Asphalt within the project to remain.

The City reserved the right to order the Contractor to stop work at any time for purposes of conducting a structural and analysis of the building being demolished. The Contractor may be required to continue the work under supervision of a structural engineer at no cost to the City.

During demolition, the Contractor shall keep the site free and clean from all rubbish and debris and in a sanitary condition and shall promptly clean up the site after being notified by the City representative.

The Contractor shall backfill holes and voids created during his operations, the backfill shall consist of non-organic rubble-free portions of on-site materials or clean non-expansive imported dirt. Dirt shall be placed in horizontal layers not to exceed eight inches in depth, each layer being well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90% is secured as determined by Test Method ASTM-D-1557-70. No puddling or flooding of backfill shall be done without specific authorization by the City. The Contractor shall make his own arrangements for securing fill materials. Cost of Backfill materials, grading, and related work shall be considered as included in the project bid and no additional compensation will be considered.

Compaction tests will be required on all fill areas exceeding 16 inches in depth. Tests will be done by a firm selected by the City and at locations requested by the Inspector. Results shall meet the compaction requirements as specified. Costs of such tests shall be borne by the City.

All areas shall be grubbed to a depth below the natural ground surface necessary to remove all stumps, roots, buried logs, broken concrete, broken asphalt and all other objectionable material larger than two inches.

The City reserves the right to search for buried debris after completion of the demolition operations. If debris is uncovered, the Contractor shall remove all uncovered material and pay to

the City the cost of exploratory work.

Add Subsection 300-1.6 to the Standard Specifications

300-1.6 Material Disposition: The asbestos containing materials and lead paint, buildings, site improvements and all materials resulting from their demolition or removal shall be removed from the premises. This shall include all stoves, refrigerators and other furniture found on the site. However, the Contractor shall not dispose of the improvements or materials there from by sale, gift or in any manner whatsoever to the general public at the site. This provision shall not be construed as limiting or prohibiting the sale or disposition of such improvements or materials at the site to duly licensed contractors or materials men, provided that the materials are removed by the Contractor. Removal of buildings as a unity, or in sections capable of reassembly as a structure, is expressly prohibited.

NO BURNING OF MATERIALS SHALL BE PERMITTED ON THE SITE.

300-2 UNCLASSIFIED EXCAVATION

Add Subsection 300-2-10 to the Standard Specifications:

300-2-10 Over-Excavation: During construction and excavation, soft and unstable sub-grade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. If, in the opinion of the Engineer, the existing areas of materials beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric or aggregate base and asphalt concrete bridge mix shall be used to replace materials over-excavated as directed by the Engineer.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Over optimum conditions are anticipated in isolated areas, and will require over excavation and replacement with a thickened pavement section. The Engineer will determine the specific areas and limits of excavation during construction.

Operation of rubber tired equipment on marginal or soft sub-grade will not be permitted. All trucks shall be directed as necessary to prevent loaded trucks from driving on sub-grade areas designated as soft or yielding. Areas designated for over excavation and replacement with thickened pavement sections shall utilize track excavators and/or loaders capable of operating on the exposed sub-grade. The Contractor shall be responsible for selection of the equipment necessary for excavation.

The Contractor shall submit a list of equipment to be used to the Engineer for approval prior to beginning stabilization work. The list of equipment shall provide a complete detailed description of each piece of equipment to include weight, type of drive (rubber, tire, track, steel drum, etc.)

BOTTOM DUMP (AKA BELLY DUMP) TRUCKS SHALL NOT BE USED ON ANY PORTION OF WORK ON THIS CONTRACT.

300-4 UNCLASSIFIED FILL

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed subgrade and backfill materials shall be compacted to 95% relative compaction and optimum moisture content of 2%. Finished subgrade shall not deviate more than 0.05 foot (15 mm) from the theoretical grading plane and must be firm and unyielding.

All rocks, stones, debris and roots within 12 inches (300 mm) of the finished surface shall be removed and disposed of.

Backfill shall consist of placement of material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks drive approaches, etc.

Landscaping backfill material shall be topsoil and considered select material acquired from approved sources for sustaining healthy plant life. No backfill material shall be placed until approved by the Engineer.

SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

Add Subsection 301-1.8 to the Standard Specifications:

301-1.8 Adjustment of Manhole Frame and Cover Sets to Grade: Water valves, manhole frames and covers and sewer cleanouts shall be adjusted to grade including paving within ten (10) working days after completion of paving.

Failure to comply shall result in a penalty of **ONE THOUSAND ($1,000) DOLLARS A DAY**.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After frames have been removed, the tops of each structure shall be carefully cleaned to provide a suitable foundation for the new material. The existing frames and covers shall remain the property of the City.

The Contractor should be made aware that there are some existing coated/lined sewer manholes in the project areas as called out in the plans. The Contractor, when adjusting these sewer manholes to grade, shall replace the existing coating/lining to the new grades.

Upon completion of the roadway resurfacing or construction, circular holes shall be cut where the water valves and sewer cleanouts or manholes exist and the valve cans and sewer manhole and cleanout frames and covers adjusted to the proper grade, and a 6” x 6” concrete collar shall be placed around outside of valve cans sewer cleanouts and manhole frames. The pavement shall then be replaced with a structural section equivalent to the adjacent areas. Any valve cans or sewer manholes and cleanouts found to be located within areas to receive concrete surfaces shall be adjusted to grade prior to placing the concrete. Any valve cans which may be located in areas

which will be excavated prior to placing of the base material shall be removed during excavation, stored, and reinstalled to proper grade by one of the above methods. The Contractor shall furnish any valve can parts, sleeves, grade rings and/or top sections needed to complete the installations. These parts shall be in accordance with the City of Buena Park Standard Plan Nos. 504, 505, 511, 518, and 530.

Contractor shall tie-out locations of all manholes and water valve covers to three permanent locations, prior to paving and supply the information to the Engineer.

If, when the frames are adjusted, it is determined that there will not be sufficient bearing in the opinion of the Engineer, between the ring and the remaining structure, two steel bars, not less than 1" by 3" shall be placed in such a way as to properly support the ring, after which the exterior of the ring will be covered with masonry in the normal fashion.

Frames shall be set to the grade of the new surface after the surfacing has been placed. The area around the frame and cover shall be filled with paving materials after the 6" x 6" concrete collar is placed, the surface of which shall conform to the grade of the finished surface. Manholes and lines must be cleaned if any debris is dropped into manhole.

After the completion of finish course paving operations and prior to raising frames to grade, the Contractor shall allow two (2) working days before final striping. This does not include cat-tracking, which shall be done within 24 hours after paving as directed by the Engineer.

SECTION 302 ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

PLACING SAND ON ANY ASPHALT SURFACE WILL NOT BE ALLOWED.

The asphalt concrete mix design and material list and source shall be submitted to the Engineer for approval a minimum of ten (10) working days prior to use.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Prior to paving, all grass or vegetation growing through cracks in the pavement or adjacent to curb and gutter shall be removed and the areas sprayed with a soil sterilizer approved by the Engineer. Streets that get full depth AC removal shall be treated with weed killer (colored type) spectracide or approved equal.

Tack coat shall be placed on one lane at a time and no further than 200 feet ahead of paving operation. Unit price bid for asphalt shall include tack coat.

The surface shall be cleaned by use of a mobile sweeper and washed with water and allowed to dry prior to surface course applications.

At least 75%, by weight, of the material retained in the No. 4 sieve shall have at least one fractured face as determined by Test Method No. Calif. 205.

Asphalt Concrete Base Course shall be of the thickness as shown on the plans and TYPE III-B2 PG 70-10 (3/4").

A single AC layer as indicated on the plans shall be placed with suitable equipment and rolled lightly for grade control purposes only. Contractor shall exercise caution in these areas to prevent pumping of subgrade. Relative compaction requirement is waived for this initial base layer in the wet sub-grade areas only. The completed base layer shall be allowed to cool for a minimum of 15 hours prior to placing next layer of asphalt. No truck shall be permitted to operate on the sub-grade or the asphalt until the suitable cooling period is expired per the direction of Engineer.

Asphalt Concrete Leveling Course shall be of thickness as shown on the plans and be TYPE III-C3 PG 70-10. All asphalt leveling courses shall conform to Section 203-6 of the Standard Specifications. Hot tack coat shall be Grade SS-1h emulsified asphalt.

Asphalt Concrete Bridge Mix (Soft Areas) shall be used for backfilling in over-excavated soft areas encountered during work as directed by the Engineer. A one-ton batch shall contain:

- Sand…….(24%)……...458 lbs.
- 3/8" (1 cm) Aggregate……...(35%)……..... 667 lbs.
- ½" (1.5 cm) Aggregate…… (12%)…….. 229 lbs.
- ¾" (2 cm) Aggregate…….....(29%)…….. 553 lbs
- Asphalt viscosity grade **PG 70-10**…….. (4.9%)…….....93 lbs.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications and these Special Provisions. Bridge mix shall be placed without compaction effort. Care shall be taken to keep bottom of sub grade flat.

If applicable, **1 ½" Asphalt Concrete Leveling Course** shall be used at the direction of the Engineer as deemed necessary by field conditions. Leveling course shall be a minimum of 1 ½" in thickness and will be required when, in the opinion of the Engineer, the base paving is not suitable to provide adequate support for the finish course of paving.

Rolling equipment shall conform to the provisions of Subsection 302-5.6 of the Standard Specifications, except three-wheel rollers shall not be permitted and pneumatic rollers shall be used on base courses only. Rolling equipment on local roads shall be a minimum of one 8-ton, 2–axle tandem roller for each fifty (50) tons, or fraction thereof, of asphalt concrete placed per hour by each asphalt paver.

The Engineer will vary paving rates as necessary or require additional compaction equipment in order to insure adequate compaction of the hot mixture.

All locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, Contractor shall saw cut existing pavement to provide straight, neat lines and feather the new pavement to form smooth transition with the existing pavement.

Prior to the feathering process, the Contractor shall cold mill the existing pavement a minimum of five (5) feet (1500 mm) in width from the edge of gutter or from join lines as designated by the Engineer. Contractor shall remove all loose materials from site after cold milling. Asphalt joints shall be sealed with approved bituminous material.

Note: Contractor shall water test all streets for drainage and drivability prior to final approval and payment for the work, at no cost to the City.

Temporary striping: Lane line delineation shall be accomplished using reflectorized slurry tabs, and shall be placed after each paving operation. In accordance with the approved striping plan, twelve (12) inch wide reflectorized striping tape shall be used for stop bars and crosswalks. Said tape shall be removed from temporary surfaces prior to placement of additional asphalt. Temporary striping on cold milled surfaces shall be paint.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

The Contractor shall provide and maintain a walkway area with a minimum unobstructed width of four (4) feet (1,200 mm) for pedestrian traffic at all times, whenever possible. “SIDEWALK CLOSED AHEAD” signs shall be posted per the Engineer’s direction whenever sidewalk is closed for construction.

Concrete driveway approaches shall be constructed per City of Buena Park Standard Plan 213 and as modified if shown on the Plans. The Contractor shall provide secondary access to all businesses/residents during construction of driveway approaches. If not possible, the Contractor shall construct the approaches so as to maintain private property accessibility.

New wheelchair ramps shall be constructed per Caltrans Standard Plan A88A, unless otherwise noted on the project plans. All new ramps shall have a zero-inch (0”) lip of gutter at the ramp opening and a cast-in-place detectable warning surface 3’x4’ (blue in color). The PCC curb and gutter construction, which is related to the PCC wheelchair ramp construction, shall be considered as part of the wheelchair ramp.

Sidewalks, driveway approaches, curb ramps, and curb and gutter construction shall match existing adjacent improvements as nearly as possible.

Control joints for curb and gutter shall be 1/4" (6 mm) wide and shall be constructed 10' apart as directed by the Engineer.

Sub-grade preparation shall consist of cut or fill as is necessary to maintain specified concrete thickness at the grade established by the Engineer. Compaction of subgrade shall be as specified in Section 301 of the Standard Specifications.

Backfill material placed behind newly constructed curbs shall be topsoil in the upper twelve inches (12") (300 mm) to accommodate landscaping materials.

All concrete removal areas shall have new concrete improvements installed within three (3) calendar days from the date of the removal unless approved otherwise by the Engineer.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

The Contractor is responsible for the protection of the concrete work for the duration of the project and shall replace all damaged or destroyed concrete to the satisfaction of the engineer at no additional cost to the City.

Add Section 315 to the Standard Specifications:

SECTION 315 TRUNCATED DOME MAT

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Add Section 316 to the Standard Specifications:

SECTION 316 ACCESSIBLE RAMPS

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

All new accessible ramp construction shall be constructed to meet ADA and any applicable regulations, including transitioning beyond the accessible ramp limits to meet grade tolerance.

Contractor shall retrofit existing wheelchair ramps by grinding the concrete ramp flush with the gutter flowline.

Add Section 317 to the Standard Specifications:

SECTION 317 AESBESTOS AND LEAD REMOVAL

The City has obtained asbestos abatement report prepared by Forensic Analytical for the project. A copy of the report is attached to these specifications as Exhibit A. The work consists, in general, of the removal of all asbestos and lead containing materials from the project sites and includes, but is not limited to, project submittals, site preparation, asbestos and lead materials removal, containment, disposal, area clean up and agency clearance.

Prior to the proposed start of work, the Contractor shall submit the following information to the Engineer for review and approval. The Contractor shall not proceed until he has received approval of the requested information.

- Copy of all required State notifications.
- Copy of State or local license for waste hauler.

- Name and address of landfill where asbestos and lead containing waste materials are to be buried. Include contact person and telephone number.

- Chain-of-custody form and form of waste manifest proposed.
- Sample of disposal bag and any added labels to be used.

- Designated full time certified project supervisors resume.

- Copies of certificates from an EPA-approved AHERA abatement workers course for each worker as evidence that each asbestos abatement worker is accredited as required by AHERA regulation.

- Evidence that all workers have been trained, certified and accredited as required by State of California and by local code or regulation.

Upon completion of the work and disposal of the material of the material, submit copies of all manifests and disposal site receipts.

The abatement of asbestos and lead containing building materials from the subject buildings must meet all the laws, regulations, and standards included in state and federal documents. The Contractor shall bring to the attention of the Engineer any conflict between State and Federal requirements and the requirements of these specifications.

PART 4:

EXISTING IMPROVEMENTS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 4 of the Standard Specifications.

SECTION 402 UTILITIES

402-1 LOCATION

The location and existence of any underground utility or substructure, if provided, is for reference only. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both.

Prior to start of construction and not less than 48 hours, the Contractor shall notify the Underground Service Alert (USA) at (800) 227-2600. No compensation will be allowed for repairing of damage incurred by the Contractor to any utility.

For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

Within five (5) working days after the completion of the work, or phase of work, the Contractor shall remove all USA utility markings. Any surface damaged by the removal effort shall be repaired to its pre-construction condition or better.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq*. requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____ _____
("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

Any portions of curb, gutter, sidewalk or any other City and/or private improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his/her or her Bid.

402-3 REMOVAL

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and native/non-native obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work. The remaining portion of an existing Utility which is left in place shall be properly abandoned, accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

SECTION 404 COLD MILLING

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the plans and in accordance with these Special Provisions. The milling of asphalt concrete will only be permitted to take place immediately prior to paving.

It is anticipated, due to the large amounts of milling to be performed, that traffic will be transferred onto milled surfaces for short intervals prior to placement of the asphalt concrete. The milled surfaces to receive traffic must have an approved satisfactory driving surface before traffic will be allowed to resume use. Abrupt changes in surface elevation of greater than 3/8 inch (10 mm) will not be allowed. Therefore, where milling depths as shown on the plans exceed 3/8 inch (10 mm) in depth, a tapered mill perpendicular to the direction of travel, at the rate of one 1 inch (25 mm) per five (5) feet (1500 mm), shall be required until the specified depth of mill is reached.

Abrupt changes in the pavement surface elevation in the longitudinal direction (parallel to the direction of travel) shall not be allowed. A minimum of three (3) foot (900 mm) transition is required for longitudinal grade differences over 3/8 inch (10 mm).

Upon completion of milling operations, the Contractor shall place hot mix AC to reduce the lip

where wheelchair access ramps are located to assist use by handicapped persons. The hot mix will then be removed no sooner than 24 hours prior to paving.

Both the perpendicular and parallel temporary taper transition may be achieved by over milling outside of the specified full depth mill limits or by using a full depth mill inside the specified full depth mill limits followed by a temporary asphalt concrete ramp. The temporary asphalt concrete ramp must be removed just prior to the actual asphalt concrete base course placement. Adherence to all of the preceding temporary pavement surface maintenance requirements shall be absorbed into the unit costs for the various mills. No additional compensation will be allowed.

Milled asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface milled irrespective of the number of passes required.

All milled material shall become the property of the Contractor.

PART 5:

PIPELINE SYSTEM REHABILITATION

Unless otherwise noted, the provisions below shall supplement but not replace those provisions in Part 5 of the Standard Specifications.

SECTION 500 PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1 GENERAL

The Contractor shall field verify pipe diameter at the maintenance holes and lengths prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between information obtained in the field and existing plans.

A Contractor licensed by the manufacturer/owner of the process shall perform installation of the sewer lining. Bidders are required to submit copies of such licenses with their bids. A bidder's failure to do so shall render their bid non-responsive.

Bidders shall provide proof of meeting the requirements for chemical resistance and physical testing of the above selected liner system along with their bid.

Minimum pipe liner wall thickness: The minimum finished liner thickness shall conform to Table 500-1.1.1.a below:

Table 500-1.1.1.a

Host Pipe Diameter (inches)	6	8	12
Standard Dimension Ratio (SDR)	32.5	32.5	35
Liner Thickness (inches)	0.185	0.246	0.342

If the pipe liner process requires a thicker SDR for the site, or existing pipeline condition designed with a 2 to 1 safety factor the contractor shall provide the thicker pipe required.

CIPP designs shall use a minimum of 15% extra thickness to compensate for resin migration/seal factor to fill joints, cracked or deteriorated pipelines unless a higher % is noted on the plans or special provisions to fill cracked or detracted pipelines

500-2 SUBMITTALS

Submittals Required With The Bid:

Working Knowledge of the Scope of the Project, Submittal:

Name of person that inspected the job site and reviewed the CCTV video and log sheets (if available).

Manufacturers Material Certification, Submittal:

1. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the selected lining materials proposed.

2. Certification from manufacturer that the formulation has not changed since the chemical resistance testing was completed.

Product Trade Name, Submittal:

Submit the trade name of the selected process to complete this project.

Product Manufacturer, Submittal:

Submit copy of the manufacturer's literature, material data sheets, and installation procedures.

Manufactured flattened or folded, plastic pipe liner supplier shall provide the pipe manufacturers company name, address, date of inspection, and, names of GREENBOOK committee review team that reviewed the quality control procedures and inspected the manufacturing facilities.

Submittals due at the pre-construction meeting

Cured-in-Place Material, Submittal:

A copy of an infrared spectrum analyses chart for the vinyl ester or epoxy resin proposed. This will be used to match field sample test results from each installation.

1. Submittals required before each installation of pipe

Factory manufactured PVC pipe, Submittal:

Test results on each coil of pipe shall include all required testing results per the following GREENBOOK sections:

1. Folded and Re-Formed plastic pipe liner 500-1.10.2 (c) or 500-1.10.3 (c)

Cured-in-Place Pipe, Submittals:

1. Manufacturers certification and test results that manufactured Cured-in-Place felt tubes meet the requirements of ASTM F1216-93 and meet the minimum strength requirements of ASTM D5035-95
2. Manufacturers certification and test results that the vinyl ester or epoxy resin meet the physical requirements of the GREENBOOK table 500-1.1.4.2
3. The calculations for the quantity of resin required for each wet out shall be submitted and approved by the Engineer prior to wetting out the liner.
4. A copy of the wet out log sheet, including the date, and the wet out supervisor s name. This wet out log shall be certified by a registered California Engineer.

Samples for testing required at the end of each installation

1. A restrained test sample per specifications

Material Test Results required 30 days after installation

Material test results from installation restrained test samples to verify compliance with the values specified.

500-4 PIPELINE POINT REPAIR AND/OR REPLACEMENT

500-4.3 Sewer Bypassing and Dewatering: Additional work to repair any damage to the pipe lining system caused by failure of the bypassing system shall be the Contractor's responsibility

500-5 LINING

500-5.5 Cured-In-Place Pipe (CIPP) Liner

500-5.5.1 General: The Contractor shall obtain a permit from the wastewater treatment agency for the curing water. Permit for discharging curing water shall be obtained by the Contractor from the Industrial Waste Division. The curing water must be cooled to meet the discharge agencies' standards before releasing the flow.

500-5.5.2 Material Composition and Testing: The side of the liner exposed to the sewer flow after inversion is completed shall have a layer of polyurethane bonded to it, with a minimum thickness of 0.01-inch and shall be pinhole free. All seams and patches in the polyurethane coating shall be inspected under a black light. The tube shall be put under a vacuum at the factory and submerged in a die bath to verify that it is pinhole free.

The felt tube shall be continuous and of sufficient length to extend the entire reach (from entry to end or exit point) to be rehabilitated. No joints or laps will be permitted between maintenance

holes.

The factory test results for each batch of resin shall be submitted to the engineer before installation.

(Replace the last paragraph with the following.):

Testing of the installed CIPP liner is required for this project.

1. One 2-foot long sample shall be cut from each section of the pipe liner that has been inserted through a same diameter pipe mold, at the downstream and any intermediate maintenance holes in accordance with ASTM F 1216 Sections 8.1.1 and 8.1.2. A minimum of one sample shall be taken for each installation of pipe liner. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter and written verification by the onsite inspector.

2. The sample shall be checked by the inspector using ASTM D 2122-90 #7 to verify the minimum water way wall thickness specified in table 500-1 .1.1. (A)

Each sample shall be submitted by the Engineer to an independent testing laboratory for Infrared spectrum analysis comparison testing. This test result will be compared against the infrared spectrum analyses chart submitted at the pre construction conference to verify that a vinyl ester or epoxy resin was installed. All costs for this testing shall be paid for by the Contractor and included in the bid price. (Test lab Harlan & Assoc. 11

3. Duboise Ave. San Francisco, CA 94103-1228 (415) 621-7245 or other lab approved by the Engineer).

4. The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the Engineer. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.5.2.

5. Resin cure quality shall be tested per ASTM F1216 a D 903 delamination test shall be preformed for each inversion.

6. All costs for the above testing shall be paid for by the Contractor and included in the bid price.

7. Test results are due within 30 calendar days from the date the samples were taken. The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.5.8 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.5.4 Chemical Resistance Testing: Proof of meeting these requirements shall be submitted with the Contractor's bid.

500-5.5.5 Installation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage, stretching during installation and loss of resin through cracks and irregularities in the host pipe.

The calculations for the quantity of resin required shall be submitted and approved by the engineer prior to wetting out the liner. A roller system shall be used to uniformly distribute the resin throughout the tube. The gap in the rollers shall be verified every 50 feet.

The Contractor shall use either an end-stop or hold-back mechanism to prevent the felt tube from extending into conduits that are not to be rehabilitated.

500-5.5.6 Curing: The heat source shall be fitted with monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated liner and the existing pipe invert at the remote maintenance hole to determine the temperature during cure.

The time required to cure is a function of the pipeline section diameter and length and shall be determined by the Contractor in accordance with the lining manufacturer's instructions. The Contractor shall be responsible for determining when curing has been accomplished to meet the specified properties. Care shall be taken during the elevated curing temperatures so as not to over stress the fiber felt liner.

The cured liner shall have a smooth finish inside. Any roughness that may affect the hydraulic conditions shall be removed by sanding or trimming the "fins" or folds. The Contractor may either apply a sealant compatible with the material to areas where sanding has taken place or reline from maintenance hole to maintenance hole as approved by the Engineer.

500-5.5.7 End Seals: After installation the ends of the liner shall be cut off at the maintenance hole. The cuts shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole over 2 inches.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-5.10 Folded and Re-Formed PVC Pipe Liner

Subsection 500-5.10.2 (c)- Material and Equipment Acceptance (add to the end of second paragraph):

The factory test results for each coil of pipe shall be submitted to the Engineer before installation.

Subsection 500-5.11.5 - Chemical Resistance and Physical Testing (modify the last sentence of the paragraph as follows):

Proof of meeting these requirements shall be submitted with the Contractor's bid.

Subsection 500-5.10.3(f) - Installation and Field Inspection (replace the last paragraph with the following):

Testing of the installed PVC liner is required for this project.

1. Before installation the pipe coils shall be checked by the Engineer using ASTM D 2122-90 #7 to verify compliance with the minimum wall thickness in table 500-5.1.1. (A).

2. Before each installation the Contractor shall measure the OD of the liner pipe and the ID of the host pipe to verify that the liner will fit tightly and is not too small or to large.

3. One 2-foot long sample shall be cut from a section of the pipe liner that has been inserted through a same diameter pipe mold, at the upstream, downstream, intermediate, or above ground maintenance hole. One sample shall be taken for each 1,200 feet or fraction thereof of pipe with a minimum of two (2) samples. The sampling location(s) shall be designated by the Engineer. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter, and written verification by the onsite inspector.

4. The physical properties of the installed PVC liner shall be verified through field sampling and laboratory testing as approved by the engineer. The samples shall be submitted to a testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.10.2 (B) or 500-5.10.3. (B)

5. Pipe quality shall be verified through testing per ASTM F 1504 an F 1057 heat reversion test shall be performed on each test sample.

6. All costs for testing shall be paid for by the Contractor and included in the bid price.

7. Test results are due within 30 calendar days from the date the samples were taken. The contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.10.9 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.10.4 End Seals: After installation, the liner shall be cut off in the maintenance hole. The cut shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole. The contractor shall cut off the liner as close to flush with the maintenance hole as possible.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-8 SERVICE CONNECTION RE-ESTABLISHMENT

Protruding laterals: The Contractor shall assume that there are no protruding laterals unless it is noted in the special provisions, CCTV video or log sheets made available to the Contractor before the bid opening. Prior to insertion of the liner, the contractor shall cut off interfering identified protruding laterals as close to the flush with the pipe interior as practicable.

The Contractor shall pay for all costs for required point repairs or excavation made for the service connections that are found plugged by the rehabilitation process.

To prevent maintenance problems such as roots, infiltration, exfiltration, or loss of backfill material into the newly lined pipe, all plugged service connections identified in the prelining videotape shall not be opened unless specifically directed by the engineer in the special provisions.

The lateral opening cuts shall conform to the shape and size of the inside diameter of the existing

service connection.

All final lateral cuts shall be finished off with a wire brush to remove chips, strings, and curlicues to provide a smooth opening.

Service connections shall not be made until the liner pipe has stabilized. The use of mechanical restraining devices (such as red heads) that will restrict the pipe from completely stabilizing will not be allowed.

Lateral cut coupons shall be trapped and removed at the downstream manhole after the laterals have been opened. The Engineer will deduct up to fifty dollars for each lateral cut coupon two inches or larger left inside the sewer system.

Visible gaps 1/8 of an inch or larger between the outside liner waterway and the host pipe at the cut service connection will be sealed at the contractor's expense using the following service connection sealing methods:

Method 1: Shore and excavate to expose the connection, use approved sealant to caulk the circumference of rehabilitation pipe to host pipe joint, seal the service connection to the host pipe with acid-resistant epoxy/resin mortar and backfill. The epoxy/resin material shall have proof of having passed the same chemical resistance test as the pipe liner materials.

Method 2: Robotic-access repair. Isolate the service connection to prevent unintended migration of grout. Pressure injects grout to seal the connection, annulus, broken joints, cracks, and etcetera. A resin or Grout mix: Portland cement, fly ash, water reducer and plasticizers to yield 2,000-psi compressive strength at 28 days. Pressure injects grout until 0.25 cu. ft. is injected for pipe 12 inches or less and a gage measured at the service connection is maintained for five minutes without grout take. If the grout isolation system fails or is ineffective, use Method 1 to seal all remaining connections. Remove errant grout that restricts full, laminar flow from the service connection or pipe liner.

If the end of the liner pipe in the maintenance hole shrinks back inside the pipe during the warranty period the pipeline shall be re-televised by the Contractor. Any service laterals connections that have slipped or are offset shall be repaired by ether method 1 or 2 specified above as approved by the Engineer. No extra compensation shall be paid for this.

1. Sanitation Facilities
   A clean portable unisex sanitation facility with a light shall be provided at each of the CCTV, cleaning, lining, and lateral cutting job sites for use by the Contractors crews, City Inspector, and Engineer.

2. Bypass pumping
   Bypass pumps sized to adequately handle the flow and hoses shall be set up for every run. The bypass shall be set up and run prior to the pre-lining CCTV inspection and continued throughout the entire lining process, lateral cutting, and not shut down until after the post-lining CCTV inspection is completed.

   A spare pump of equal size and power to the one required to adequately handle the flow and extra fuel to operate eight hours shall be onsite as a backup for every bypass to prevent a sewer spill.

3. Air testing of the installed Liner.

   After the liner is installed and before the laterals are cut the installed liner pipe shall be air pressure tested per GREENBOOK Section 306-7.8. The air pressure shall be stabilized at 5-psi gauge pressure. The pressure shall be held for a time specified in Table 306-7.8.2.4 to the pipeline length with 0 feet house connections. The pressure shall not drop to less than 4-psi gauge pressure after testing to the time specified.

   If the time lapse is less than shown in the table, the Contractor shall make the necessary corrections to the liner pipe to reduce the leakage to acceptable limits and retest.

Add Section 500-13 to the Standard Specifications:

500-13 HANDLING

The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated felt tube liner shall be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect all materials and procedures. The Contractor shall pay all inspection costs required for this wet out process and shall include this cost in the bid price.

SECTION 502 MANHOLE AND STRUCTURE REHABILITATION

Manhole lining material shall be of the type and kind approved by the Orange County Sanitation District (OCSD) and shall comply with Section 500 of the Standard Specifications for Public Works Construction "GREENBOOK" and its Supplements, 2021 or latest edition, and need to be approved by the City Engineer, and these Special Provisions.

Epoxy Lining System in compliance with Section 500-5.4 shall be used

Resurfacing of all uneven surfaces to a smooth finish shall be completed in accordance with Subsection 502-4 Repair Resurfacing and Active Infiltration, prior to application of the lining system.

502-2 SUBMITTALS

Submittals Required With The Bid:

1. **Working Knowledge of the Scope of the Project, Submittal:** Name of person that inspected the job site and the condition of the maintenance manholes to have lining repairs.

2. **Manufacturers Material Certification, Submittal:**

   a. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the lining materials proposed.

   b. Copy from the liner material manufacturer's certifying that the formulation of the liner has not changed since the lining material was

tested per the current version of the (Pickle Jar Test) 210-2.3.3.

3. **Product Trade Name, Submittal:** Submit the trade name of the process, or process proposed to complete this project.

4. **Product Manufacturer, Submittal**: Copy of the manufacturer's literature, material data sheets, and installation procedures.

5. **Protective Lining Material Suppliers 5 Year Warranty, Submittal:** A copy of the protective lining material manufacturers written 5 year protective lining material warrantee complying with the Warranty Section of these Special Provisions.

6. **Protective Lining Contractors 5 Year Workmanship Warranty, Submittal:** A copy of the Contractors written 5 year protective lining installation workmanship warranty complying with the Warranty Section of these Special Provisions.

7. **Reference Submittal:** County Sanitation District approval letter, Reference List and approval letters of other "major" agencies who have used and approved the product.

8. **Workers' Compensation Experience:** Submit your Workers' Compensation Rating Form from the WCIRB California.

502-3 CLEANING, SURFACE PREPARATION AND INSPECTION

Surface preparation shall be provided for the interior of every manhole where lining repair is needed, including shaft.

Repairs with rapid setting repair mortars compatible with liner shall be provided for the interior of every manhole including shaft, prior to the manhole being lined. Contractor shall apply epoxy coating 16" below the top of the sewer manhole.

1. Repair method for interface of Epoxy & Epoxy or Epoxy & Polyurethane:

Contractor shall provide 4" overlap at repair interface. The overlap is included in the 16" epoxy coating.

2. Channel and Shelf/Bench Rebuilding

Concrete channel and shelf areas shall be brought back to their original dimensions using cement mortar. Shelves or benches shall be finished with a hand trowel to provide a smooth and uniform width channel.

3. Channel and Shelf Spray Applied Coating

After the manhole wall lining is completed the shelves shall be coated with epoxy lining system, per applicable section 502-5.4, from the bottom six inches of the manhole wall lining to the top of the channel. The minimum thickness shall be 125 mils. All exposed concrete above the low flow

line shall be covered. The coating thickness shall be verified during installation by use of a wet mill gauge.

4. Water Tightness before Lining

After surface preparation and prior to concrete repair, the Contractor shall stop all active leaks in the existing structure. The method of stopping these leaks shall be by injection of chemical grout as approved by the Engineer. Chemical grout shall be 3M 5610 or equal. All grouting will be performed in accordance with NASSCO Specifications, (Refer to 10th edition, 2000 NASSCO Specification on manhole sealing, page 216, Section 3). Grouting if required by the Engineer shall be paid for on a time and material basis.

5. Finished Diameter of the Maintenance Hole

The finished inside diameter of the manhole shall be not less than 1 inch of the original inside diameter of the Maintenance Hole to preserve the maximum working area for maintenance equipment and worker safety.

6. Final Inspection Spark Testing

The finished Protective liners will be 100% spark tested for pinholes with a spark tester set at minimum of 15,000 volts. All areas in question shall be marked and patched. These patched areas shall be retested with the spark tester set at 15,000 volts.

Add Sections 503 to the Standard Specifications:

SECTION 503 COMPOSITE UTILITY ACCESS FRAMES AND COVERS

Composite utility access cover and frames shall be manufactured in the United States of America. Composite utility access covers and frames shall consist of a fiber reinforced polymer (FRP) matrix consisting of between 45% to 70% fiber reinforcement by weights. Fiber reinforcement shall consist of fiberglass, carbon, aramid, basalt and/or hybrid chemical composition. The finished product will inherently feature strength to weight ratio of 750:1. All products shall be audited by an Independent Third Party.

Composite utility access covers and frames must be of a weight that is safe for one individual to handle. Covers and frames must also contain a surface feature that facilitates easy removal and product handling. Covers should also contain a locking feature or mechanism that retains the cover to the frame. Composite utility access covers and frames will be tested to ASTM Standard C1028 – finished products will feature a skid slip ratio of 0.6 in both wet and dry applications. Product shall meet AASHTO M306-05 H-20 & H-25 EN 124 D400 load rating.

Frames and covers shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface. Manhole lining repairs and spark testing shall be done for the existing lined manholes where specified in the bid items. Contractor shall dispose of the removed access frames and covers and debris from removal.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12” Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PRODUCTS:

1. GMI Composite Cover, 2600 Series Frame and Cover, with TwistLIFT Lock manufactured by Titus Industrial Group, Inc.
2. Or approved equal. Any substitutes shall be approved by the Engineer.

Add Section 504 to the Standard Specifications:

SECTION 504 SEWER MANHOLE FRAME AND COVER

Replacement of sewer manhole covers shall comply with City of Buena Park Standards STD-505 and STD-510.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After the frame has been removed from the top of each structure, it shall be cleaned to provide a suitable foundation for the new liner material. The existing frames and covers shall remain the property of the City of Buena Park.
Frames shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12” Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PART 6:

TEMPORARY TRAFFIC CONTROL

Unless otherwise noted, the provisions below shall supplement those provisions in Part 6 of the Standard Specifications.

SECTION 600 ACCESS

600-1 GENERAL

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of all modes of transportation until the Work called for in the Contract Documents and as directed by the Engineer is complete.

Access to properties shall be maintained at all times during construction. **Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12" minimum width) shall be installed as approved by the Engineer.**

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2 TEMPORARY TRAFFIC CONTROL PLAN (IF APPLICABLE)

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan ("TCP") for all phases of construction for review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices ("MUTCD"), the latest edition of Caltrans Standard Specifications and the latest edition of Caltrans Standard Plans and must be approved by the Engineer before construction. The TCP shall be prepared under the supervision of and signed and stamped by a California-registered Professional Civil Engineer or a Traffic Engineer, as determined by the Engineer.

The TCP shall be drawn to a 1-inch = 40 feet scale on either 11 x 17 inches or 24 x 36 inches plan sheets as dictated by the length of the Work. The TCP shall cover signing, flagging, detour, geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

For construction in the vicinity of a school, the Contractor shall contact the School District, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the appropriate school district(s) on routes serving the school for student arrivals and departures are not impacted

between one (1) hour before and one-half (1/2) hour after the school day start time and one (1) hour before or one-half 1/2) hour after school day end time.

Add Subsection 601-2.3 to the Standard Specifications:

601-2.3 Work Area Traffic Control:

Lane closures shall conform to the requirements of the Work Area Traffic Control Handbook (WATCH Manual) and the traffic control plans for the project. At the close of each working day access to private property and cross streets shall be provided. All signs shall conform to and be placed in accordance with current City, State Standards and approved traffic control plans and as directed by the Engineer. Delineators shall be single column 42" plastic type with reflective sleeves. Barricades shall have flashers.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

When entering or leaving streets, the Contractor's equipment, whether empty or loaded, shall in all cases yield to traffic.

Flagmen and guards, while on duty and assigned to give warning to the public that an area is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment by the Contractor in accordance with the current "Instructions to Flagmen," contained in the State of California, Department of Transportation, Traffic Manual. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's own expense. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways."

Contractor shall provide solar-powered battery, sequential arrow boards for all lane closures per the traffic control plan of this contract.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the motoring public within the limits of the construction area. If any traffic control facilities are damaged, displaced or are not in an upright position from a cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the street, all in accordance with the provisions of the Vehicle Code and the current State of California Manual on Uniform Traffic Control Devices (MUTCD). Covering of signs and signal heads shall be accomplished by using burlap sacks only; no taping will be allowed. The base material of construction area signs shall not be plywood.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The length of taper for each lane width of closure shall be per the California Work Area Traffic Control Handbook (WATCH) manual.

Upon completing each phase, the Contractor shall immediately remove all temporary devices associated with the traffic control from the job site while restoring all pre-existing devices to their original condition.

The Engineer shall have the authority to order field changes for alleviating potentially hazardous and/or traffic congestion-causing conditions, at no cost to the City.

PART 7:

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 7 of the Standard Specifications.

SECTION 701 CONSTRUCTION

701-4 DAMAGE TO EXISTING SYSTEMS

The Contractor is to take special note of existing traffic signal detectors, conduits, pull boxes and other electrical facilities that are located in the proposed construction areas.

The Contractor shall ascertain the exact location and depth of existing detectors, conduits, pull boxes and other electrical facilities before using any tools or equipment that may damage or interfere with such facilities. The Contractor will be held responsible for any damage to the facilities and claims related to damage caused by his operations. Said costs and/or claims will be deducted from any moneys due to or to become due to the Contractor.

The cost of any temporary systems, which becomes necessary due to damage of existing

facilities or the convenience of the Contractor, shall be at the Contractor's expense and no compensation will be allowed therefore.

Add Subsection 701-17.6.7 to the Standard Specifications:

701-17.6.7 DETECTORS

All limit line detector loops shall be able to detect the Reference Bicycle Rider (RBR) per the requirements of Revision 3 to the 2014 (or Latest Edition) California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 4D.105(CA).

Limit line detector loops shall be Caltrans Type D per Caltrans 2018 (or Latest Edition) Standard Plan ES-5B. All other detector loops shall be Caltrans Type E per Caltrans 2015 (or Latest Edition) Standard Plan ES-5B. Installation of all detector loops shall be per Caltrans 2015 (or Latest Edition) Standard Plan ES-5A and ES-5B.

Prior to project acceptance, all loops shall be megger-tested from the controller cabinet to verify continuity of all splices as well as inductance of loops. Continuity tests and reading shall be documented and witnessed by the City Traffic Engineer or their representative. Bicycle loops

shall be tested to detect the RBR with 95% accuracy within a 6 foot by 6 foot limit line detection zone. This RBR testing shall require the Contractor to provide a bicycle and rider matching the definition of the RBR. Full compensation for testing costs shall be considered as included in the contract bid prices for various items of work, and no additional compensation will be allowed.

For reference, Revision 3 to the 2014 (or Latest Edition) CA MUTCD defines the Reference Bicycle Rider as: “a minimum 4 feet tall person, weighing minimum 90 lb, riding on an unmodified minimum 16 inch wheel bicycle with a non-ferromagnetic frame, non-ferromagnetic fork and cranks, aluminum rims, stainless steel spokes, and headlight.”

PART 8:

LANDSCAPING AND IRRIGATION

Unless otherwise noted, the provisions below shall supplement those provisions in Part 8 of the Standard Specifications.

SECTION 800 MATERIALS

Add Section 800-1.6 to the Standard Specifications:

800-1.6 Root Barrier

Where tree roots have been cut to repair curb and gutter, root barrier systems shall be installed where indicated on the plans at the discretion of the Engineer in accordance with the Orange County Public Works Standard Plan 1708.

These root barrier systems shall be constructed/ installed per manufacturer’s brochures/plans as approved in place by the Engineer or his designee prior to covering each site and replacing soil, landscaping irrigation, grass, etc.

G&A Nelos Construction, Inc.
16738 Lakeshore Drive, #H275, Lake Elsinore, CA 92530
951.293.3503 | Operations@ganelos.com
DIR # 1000818376 | License #1078513

G&A Nelos Presents Proposal

for

On-Call Emergency Water Repair Services

RFP Due Date: JUNE 16, 2025, 3:00 PM

RFP Administrator: Jaden Miller, P.E., Associate Engineer
City of Buena Park - Public Works
6650 Beach Blvd,
Buena Park, CA 90621
T: (714) 562-3685
Email: jmiller@buenapark.com

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FIRM

G&A Nelos Construction, Inc. is a General Engineering Contractor who emphasizes in the underground utilities infrastructure industry. Our years of professional experience working in the industry has compelled us to provide exceptional construction and contracting services for our clients across the region. With a commitment to quality, professionalism, and customer satisfaction, we have established a reputation for delivering projects that exceed expectations.

Our team of experts brings a wealth of knowledge and experience to each project, with a focus on effective project management, design excellence, and expert construction execution. We believe in working closely with our clients to understand their unique needs and requirements, and we strive to deliver projects that meet those needs and exceed their expectations.

At G&A Nelos Construction, we are committed to transparency, open communication, and ethical business practices. We believe in building strong, lasting relationships with our clients, and we work tirelessly to ensure that each project reflects our shared vision and values.

In everything we do, we prioritize safety, efficiency, and sustainability. We are dedicated to providing a safe work environment for our employees, subcontractors, and clients, and we are committed to using eco-friendly practices that reduce waste and minimize our impact on the environment.

We have successfully completed numerous projects for clients in diverse industries, including Public Works, Private Commercial Works and Residential Projects. Our services and past experience apply to projects of all sizes and values, and we pride ourselves on our ability to provide tailored solutions to meet the specific needs of each client.

We appreciate the opportunity to present our Proposal. We hope to demonstrate our commitment to delivering exceptional results. Thank you for considering G&A Nelos Construction for your Project. We look forward to working with you.

Sincerely,

Andres Giles, Vice *President*
G&A Nelos Construction, Inc.

G&A NELOS CONSTRUCTION, INC.
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CALIFORNIA CONTRACTORS LICENSE



dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **1078513** Entity CORP

Business Name G&A NELOS CONSTRUCTION INC

Classification(s) A

Expiration Date 07/31/2025 www.cslb.ca.gov

CSLB

CARLOS GILES

SUPERINTENDENT

CONTACT

(909)559-8655

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- DIR : 1000818376
- License : 1078513

CREDENTIALS

- Excavation Certificate
- Confined Space Certificate
- Rigging Training Certificate
- Forklift Certified
- CPR First Aid
- OSHA-30

SKILLS

- Project Supervison
- Scheduling Work and Crews
- Enforcement of OSHA Safety Regulations
- Coordination of Materials and Vendors
- Time Management
- Quality Control
- Effective Communication

LANGUAGES

- English (Fluent)
- Spanish (Fluent)

PROFILE

Experienced management and operational skills with 20 years' experience in constructing infrastructure projects involving multiple kinds of water, sewer, and storm drain systems, and pipeline projects. While Mr. Giles' skills include optimizing productivity, efficiency and service quality of work, his well-established experience permits him to handle more sophisticated projects, as well as taking on projects which require more public-consciousness professionalism.

QUALIFICATIONS

Mr. Giles career experience includes installation of wet utilities, underground utilities, slip lining excavation, reviewing blueprints, dewatering and crew management. Carlos has experience with detention tank installation and has worked repairing channel walls in an active channel. Clients who have benefitted from Carlos's work include Caltrans, CA DWR, MWD, LADWP, POLB, EVMWD, WMWD LA Public Works, LA County Sanitation and various water districts. Carlos is extremely adept at job-specific planning and coordination of resources, ordering materials and storing for just in time installation, and managing manpower to ensure the job is completed on time and within budget. Carlos' specific areas of expertise are:

- Line stops ranging from distribution lines and transmission pipelines;
- Installing storm drain pipes from small to large diameter;
- Installing sewer main from small diameter to trunk lines;
- Installing water line mains from distribution lines and transmission pipelines;
- Installing low flow cast in place diversion structures;
- Installing shoring beam and plate, hydraulic jacks, shields, and sheet pile, shot-crete w/soil nails;
- Installing pre-cast box culverts;
- Layout/Building structures for storm drains and sewers;
- Excavation for bore pits;
- Installation of split casing around existing sewer and water mains;

PROFESIONAL EXPERIENCE

LA County Sanitation District; Carson,CA DEC 2021

Emergency On-Call : 48" Sewer Line Repair

- Establish sewer bypass to contain raw waste spill and blockage to secure site of sink hole. Install shoring, excavated to expose existing 48" pipe. Clean existing line, and install 200 ft of 42" Hobas pipe inside existing 48" sewage concrete pipe.

CONTINUE...

Inland Empire Utilities Agency; Ontario, CA JULY 2021
Emergency On-Call : 42" Recycled Water Line Leak

- Excavate and install shoring in multiple areas. Repair section of 42" CLMC damage by steal beam. Remove broken 42" butterfly valve. Interconnected parallel line to bypass 2nd broken butterfly valve

On-Call Emergency Response Oct 2018 - May2022
Multiple Emergency Response

- Over my career I have responded to numerous on-call emergencies for multiple districts, agencies and cities. Encompassing various of emergencies such as individual service line to larger main line repairs; water line, sewer line and storm drain line. Lead responds teams of 4 -12 man crews, and delivered effective and efficient resolutions for all emergencies repairs.

PIER S FORCE MAIN RELOCATION, PORT OF LONG BEACH, CA 2013
CITY OF LONG BEACH | CONTRACT VALUE: $6.8M

Foreman

- Construction included installation of 8" and 42" lined and coated storm water force mains. The construction of these pipelines included trenching, tunnelling, shoring and soil modification. Construction also entailed headwall outfall, tie-over from the existing pipeline to the new pipelines at the existing pump station, construction of a PCC Tremie Slab to prevent groundwater intrusion, and construction of a PCC Blanket to provide a barrier between an existing 16" high pressure gas main and the proposed new pipelines. The project included 3,150 LF of 8" epoxy steel pipe, 3,150 LF of 42" epoxy steel pipe, 97 LF of 20" steel pipe, and 97 LF of 78" steel pipe

EMERGENCY WATER SUPPLY REPAIR, EAST PORTERVILLE, CA 2016 - 2017
CALIFORNIA DEPARTMENT OF WATER RESOURCES | CONTRACT VALUE: $6.4M

Pipe Superintendent

- The unincorporated community of East Porterville has been extremely affected by the historic drought in California beginning in 2012. More than 1,000 households have lost access to running water as a result of dry wells, and the community also faced deteriorating water quality from increasing nitrate contamination in drying wells. The State of California has been delivering bottled drinking water and temporary water tanks at a cost of $650,000 per month. In an effort to provide a more permanent, safe, and reliable solution, state agencies have been working with local officials and non-governmental organizations to connect East Porterville homes with the City of Porterville's municipal water system. In June 2016, residents were invited to sign up for a free connection to the City of Porterville's municipal water system. The Department of Water Resources (DWR) and State Water Resources Control Board (SWRCB) financed and constructed the project in several phases. Ames installed 44,000 linear feet of pipe, as quickly as possible, to keep the project moving forward and providing access to as many residents as possible. The scope of work also included installing municipal water service stubs, fire hydrant stubs to provide residents with a municipal water source, and pavement repair.

CONTINUE...

EMERGENCY WATER SUPPLY EAST PORTERVILLE, CA: PHASE II-A 2016 - 2017

CALIFORNIA DEPARTMENT OF WATER RESOURCES | CONTRACT VALUE: $4.9M

Pipe Superintendent

- Project contained of installing over 400 services from existing water mains. In addition, installations of over 400 fire hydrants for this phase. It included 12,000 LFT of C-900 new water mains. Bore under existing irrigation lines.

STATE ROUTE 76 EAST (FALLBROOK) SEGMENT, FALLBROOK, CA 2014 - 2017

CALTRANS, DISTRICT 11 | CONTRACT VALUE: $75M

Foreman then promoted to Pipe Superintendent

- The SR 76 East Segment is the final segment in a series of three improvement projects. Located between 1-15 and 1-5, the East Segment is 5.2 miles from South Mission Road to 1-15. The project will develop a four-lane highway and widen and improve the SR 76 / 1-15 interchange and includes widening and realigning SR 76 to a four-lane highway, upgrading the SR 76 / 1-15 interchange, and expanding the park and ride. The construction work includes over eight miles of storm drain that ranged from 18 inches to 78 inches. This was all built next to the San Luis Rey River. It also included over two miles of a sewer trunk line ranging from 18 inches to 24 inches. Installation over forty sewer manholes. The excavation ranged from 4 feet and up to 21 feet.

1-10 FREEWAY HOV LANE, PUENTE AVE TO CITRUS ST, WEST COVINA, CA 2014 - 2018

CALTRANS DISTRICT 7 | CONTRACT VALUE: $91.2M

General Foreman

Project construction is 4.1 miles of carpool lanes in each direction of 1-10.

- This is the second of three projects that upon completion will offer one continuous HOV lane from downtown Los Angeles to 1-15 in San ernardino County. Work constructed includes reconstruction of 20 on-off ramps; widening of 8 bridges; 70,000 CY of PCCP; and 75,000 LF of CIDH concrete piling (Ames self-performed). Work was completed using double shifts under very heavy commuting traffic as this is the main westbound artery into Los Angeles. This project also included relocations of sewer lines and manholes. The excavation ranged from 4 feet and up to 21 feet.

1-15 WIDENING, VICTORVILLE, CA 2016 - 2018

CALTRANS | 160501 | 2016-2018 | CONTRACT VALUE: $70.5M

Foreman

- The 1-15 corridor is being widened in both the North and Southbound directions. The project includes mass excavation (approximately 850,000 cubic yards), six bridge widenings, including bridges over the Mojave River, and two new bridges to accommodate the traffic through the City of Victorville. There are several environmental challenges associated with the project, some of which include the exclusions of bats under the Mojave River Bridge.

CONTINUE...

- Ames had to construct bat habitats(Housing) and encourage these bats to move to the new locations. Another project challenge comes through the existence of groundwater at approximately 5 feet below the existing surface. To solve this challenge, Ames will be installing coffer dams at many locations for the construction of the piers within the Mojave River.

PERRIS VALLEY LINE, RIVERSIDE, CA 2013 - 2015

RIVERSIDE COUNTY TRANSPORTATION COMMISSION | CONTRACT VALUE: $132M

Foreman

- This project was a combination of upgrading the existing BNSF line and adding 24 miles of rail to Metrolink's system. It connects downtown Riverside to downtown Perris and added four stations along the route. The project required removal and replacement of two existing railroad bridges, as well as modification of existing drainage systems. Coordination with BNSF was a major project element, as delivery of commodities to neighbouring processing facilities had to be maintained, and the removal and replacement of existing tracks had to be completed during exclusive work windows.

ADDITIONAL PRIOR EXPERIENCE(S) 2011 - 2013

LOS ANGELES ENGINEERING, COVINA, CA

Projects included:
- Coyote Creek Channel Repair, Long Beach, CA - $3M
- Gridley Road Interceptor Sewer, Artesia, CA - $4.5M
- Temescal Canyon Park Storm water BMP, Santa Monica, CA-$8M
- City of Lomita Water Main Replacement, Lomita, CA - $1.4M

Past Project Clients

- Rowland Water District
- Sunnyslope Water Company
- LA County Sanitation
- Orange County Sanitation
- South Coast Water District
- Liberty Water Company
- California Water Service
- LA Public Works
- City of Cerritos
- City of Chino
- Inland Empire Utilities Agency
- City of Santa Fe Spring
- Long Beach Water Department
- City of Seal Beach

ANDRES GILES

PROJECT MANAGER

CONTACT

(951) 293-3503

agiles@ganelos.com

16738 Lakeshore Drive, #H275 Lake Elsinore, CA 92530

https://ganelos.com

EDUCATION

June 2015
UNIVERSITY OF CALIFORNIA, RIVERSIDE

- Bachelor of Arts

SKILLS

- Effective and Quick Communication
- Vendor Management
- Industry Knowledge
- Public Relations
- Teamwork
- Time Management
- Leadership
- Critical Thinking
- Attention to Detail
- Flexible Planning
- Quality Assurance
- Risk Management
- Financial Management

LANGUAGES

- Fluent in speaking and writing in Engilsh and Spanish.

CERTIFICATIONS

- CPR
- Trench Excavating Training
- Fire Training
- Confined Space Entry
- OSHA

PROFILE

Results-driven Construction Project Manager with over 10 years of experience leading large-scale infrastructure and piping projects from concept to completion. Specialization in wet utilities including water, sewer, and storm drain. Demonstrated expertise in overseeing cross-functional teams, managing multimillion-dollar budgets, negotiating contracts, and implementing cost-control measures to maximize productivity and efficiency. Adept at driving project success through strategic planning, risk management and a commitment to delivering quality results on time and within budget.

WORK EXPERIENCE

G&A Nelson Construction, Inc. 2020 - PRESENT
Project Manager

Mills Gravity Line Valve Replacement - Western Municipal Water District - DIR 20240470162

- Directed the highly complex and high risk Mills Gravity Line Shutdown working with all neighboring agencies and Western Municipal Water District.
- Executed the replacement of a 48" valve, 48" dismantling joint, 60" X 48" Eccentric Reducer, and a 5 foot section of 60" CLMC with butt straps.

Construction of the McMaster-Carr Recycled Water Retrofit Project Santa Fe Springs - DIR 413720

- Directed weekly production and operation contractor meetings to resolve critical issues.
- Spearheaded critical pre-installation conferences with general contractors, subcontractors, consultants, and manufactures representatives.
- Scheduled utility service providers according to project timelines.
- Executed conformity to building plans and design layouts while maintain safe and productive construction sites.

Colima Road Development Project Rowland Heights - DIR 423968

- Developed and maintain strong relationships with partners, agencies, and vendors to support project execution.
- Organized and facilitated the complete construction process for all managed developments from planning through to delivery.
- Executed all pre-construction, construction, quality control, and post construction responsibilities.
- Launched construction budget and ensured adherence to financials plans.
- Coordinated with all vendors to ensure materials are being delivered in timely manner.

Rorimer St Olson Group Development Project La Puente - DIR 415326

- Oversaw all onsite and offsite construction to monitor compliance with building and safety regulations.
- Streamlined liaison between sales, customers, and crew.
- Supervised the projects in depth to schedule deliveries and estimate cost.
- Oversaw job sites in person on a regular basis, observed organization of work, identified, and resolved training issues and took necessary action to ensure quality.

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ORGANIZATIONAL CHART



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Sub-Contractors

1. Steve Wells – Hot Tapping Services
2. Loren Brugger Welding – Welding Services
3. Spencor – Chlorinating/De-Chlorinating

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DELIVERING EXCELLENCE

G&A Nelos Construction, Inc. is dedicated to being the premier pipeline contractor in California. We provide a multitude of construction services in the utilities industry including potable & recycled water, sanitary sewer, storm drainage, underground franchise utilities, underground structure systems, mechanical pipeline systems and more. With over 25 years of combined experience in the underground utilities industry, our team has the expertise and knowledge to provide superior underground wet and dry utility turnkey operations.

Our clientele consists of servicing public and private entities in commercial, residential, industrial, and institutional developments. G&A Nelos Construction seeks projects in all sizes. Our highly skilled team of dedicated professionals and specialists are committed to providing the best quality workmanship and safety operations on every construction project from start to finish. Our turnkey operational capabilities set us in a unique position to deliver unparalleled customer services, exceeding our clients' expectations.

OUR SCOPE OF SERVICES

G&A Nelos Construction, Inc. is a construction company specializing in underground utilities. Our years of experience in this industry has provided our team the expertise to provide exceptional services - on and off the field. Creative critical thinking, superb project managing skills and experienced personnel permitted us to become one of the most competitive pipeline contractors in Southern California with the necessary proficiencies to take on the more sophisticated projects.

Our expertise consists of providing our services in the following markets:

- *Underground & Aboveground Pipeline*
- *Excavating, Trenching, Backfilling & Compacting*
- *Restoration Hardscape & Landscape Repairs/Replacements*
- *Potable Water Infrastructure*
- *Recycled Water Infrastructure*
- *Domestic Water Infrastructure*
- *Sanitary Sewer Infrastructure*
- *Sanitary Sewer Structures*
- *Storm Drainage Infrastructure*
- *Storm Drainage Structures*
- *Electrical & Communications Infrastructure*
- *Civil Infrastructure (Land Leveling & Grading Work)*



SAFETY

G&A Nelos Construction is committed to constantly enhancing the health and safety of our team, subcontractors, clients, and the public. Safety is our team's number one obligation. G&A Nelos Construction's personnel and all other parties involved are entitled to nothing less than a safe working environment.

Throughout our experience in this industry, G&A Nelos Construction's teams safety awareness, established by our constant implementation of safety regulations to our employees, enhances our team's safety cautions and keeps us more alert to observe and prevent any safety concerns noticed on our projects; thus far these implementations have improved our staff's awareness significantly concluding to minimizing the risks on the field and preventing any serious injuries.

G&A Nelos Construction is proud to announce our safety regulations and constant PPE enforcements has set us on a path to success, as exhibited on our track record.

Andres Giles

TEL: (951)293-3503

EMAIL: agiles@ganelos.com

CARLOS GILES

Tel: (909)559-8655

EMAIL: cgiles@ganelos.com



Our Process

Our team of experts brings a wealth of knowledge and experience to each project, with a focus on effective project management, critical thinking and design excellence, and expert construction execution. We believe in working closely with our clients to understand their unique needs and requirements, and we strive to deliver projects that meet those needs and exceed their expectations for optimum results.

At G&A Nelos Construction, we are committed to transparency, open communication, and ethical business practices. We believe in building strong, lasting relationships with our clients, and we work tirelessly to ensure that each project reflects our shared vision and values.

Who We Are

About Us

G&A Nelos Construction, Inc. is a General Engineering Contractor with an emphasizes in the underground utilities infrastructure industry.

Our years of professional experience working in the industry has compelled us to provide exceptional construction and contracting services for our clients across the region. With a commitment to quality, professionalism, and customer satisfaction, we have established a reputation for delivering projects that exceed expectations.

Contact Us

G&A Nelos Construction, Inc.

16738 Lakeshore Drive, #H275, Lake Elsinore, CA 92530

Lake Elsinore Office: 909.559.8655 | Office: 951.293.3503

Email: AGiles@GANelos.com | Web: www.GANelos.com

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G&A Nelos Construction, Inc.

Contact us today for all your underground needs!



Contact Us

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We Build Trust with Consistent Quality and Services. Allow us the opportunity to gain your trust with your next project.

For Safety Is Not a Gadget, But a State of Mind

In everything we do, we prioritize safety, efficiency, and sustainability. We're committed to provide a safe work environment for our employees, subcontractors, clients, and to the public, and we are committed to using eco-friendly practices that reduce waste and minimize our impact on the environment.

"Quality Construction, Exceptional Results."

Your Underground Utility Solution, From Start to Finish.

G&A Nelos Construction has an extensive work experience in the industry with an absolute success rate. The combination of our work experience with our unique capabilities to provide tailored solutions to meet the specific needs of each client has permitted us to become one of the most competitive pipeline contractors in Southern California.



Our Services

G&A Nelos Construction's services in the underground wet utilities include, but is not limited to –

- Underground utility installation: We specialize in the installation of underground utilities, including Water *(Potable & Recycled)*, Sewer, and Storm Drain lines and appurtenances. Our team uses the latest technology and equipment to ensure that your project is completed on time and within budget.
- Underground utility repair and maintenance: We provide repair and maintenance services for all types of underground utilities. Our team can quickly identify and fix any issues, ensuring that your utilities are functioning at peak performance.
- Trenchless technology: Our trenchless technology solutions allows us to install, repair, or replace underground utilities with limiting the disruption of the surfacee. This technology minimizes the impact on the surrounding area, reduces costs, and speeds up the installation process.
- To easily Emergency services: We understand that emergencies can happen at any time, which is why we offer 24/7 emergency services. Our team will quickly respond to your call and provide the necessary repairs to get your utilities back up and running.
- Utility locating: Before any digging or excavation takes place, it is essential to locate all underground utilities to avoid damage. Our team uses the latest technology to accurately locate and mark all utilities, ensuring a safe and efficient work site.

G&A NELOS CONSTRUCTION INC.

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Reference # 1 18616 Rorimer Development

1. Rowland Water District – 3021 Fullerton Rd, Rowland Heights, CA 91748 - John Poehler – Project Manager (562) 522-8573 john.poehler@surfcity-hb.org
2. **Project Location** – 18616 Rorimer St, La Puente, CA 91744
3. **Completed** – 12/2022

   Duration – approximately 55 working days

   Description of Services – Provide all materials, equipment, tools and labor to excavate and Install 8" and 4" ductile iron pipe, Install 3" copper service and above grade manifold, Install 1" Services, Install 8x8x8 Tee, Install 8" Gate Valve, Install 4" Gate Valve, Install 8x8x4 Tee, Install 6" Fire Hydrant Assembly, Install 4x3x3 Tee, Install 3" ductile iron pipe, Pressure Test, Chlorinate and De-Chlorinate Newly Installed System, Asphalt and Pavement Restoration for Offsite Work, etc.

   Total Contracted Amount - $430,000.00

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Reference # 2 Leland J. Thompson Treat Plant Fe/Mn Filtration System

Backwash Supply Pipeline

1. Rubidoux Community Services District – 3590 Rubidoux Blvd, Riverside, CA 92509- Brandon Valadez – Senior Engineer/Project Manager (951)990-0976 – bvaladez@kriegerandstewart.com
2. **Project Location** – 5249 34th St. Jurupa Valley, CA 92509
3. **Completed** – 11/2024

   Duration – approximately 100 working days

   Description of Services – The Work generally consists of providing all equipment, labor, and materials necessary to: construct steel piping and appurtenances and modify existing piping and valve systems at an existing water filtration facility.

   Total Contracted Amount - $675,000.00

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Reference # 3 Esperanza Avenue Waterline Improvements, Phase I

1. Cabazon Water District – 14618 Broadway Street, Cabazon, CA 92230

   Travis Romeyn – (951) 675-3109 – email - tromeyn@kriegerandstewart.com

2. **Project Location**– Esperanza Ave and Lemon St.

3. **Completed** – 07/2024

   Duration – 20 working days

   Description of Services – The Work generally consists

   of replacing between 1200 LF and 2,357± LF of 4" steel pipeline with 8" C900 PVC pipeline, including excavation, pipeline restraint, backfill and compaction, trench shoring, traffic control, pavement replacement, and pressure testing.

   Total Cost - $283,500.00

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Reference # 4 Emergency On-Call Water & Sewer Improvements

1. South Coast Water District–31592 West Street, Laguna Beach, CA 92651– Mario Rodriguez– District Inspector - (949) 322-0485 – email – mrodriguez@scwd.org
2. **Project Location** – Multiple Sites
3. **Completed** – 03/25

   Duration – 25 Working Days

   Description of Services – Furnish water services, 8" sewer main repair, asphalt repair, and concrete walkways.

   Total Contracted Amount - $175,000.00

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Reference # 5 Oasis Street Water Main Replacement Project

1. Indio Water Authority – 83101 Avenue 45, Indio CA 92201

   Brandon Gonzalez – Senior Inspector (760) 972-7419

   bgonzalez@indio.org

2. **Project Location** – Intersection of Oasis St and Bliss Ave

3. **Completed** – 12/2024

   Duration – approximately 35 working days

   Description of Services – Install 1000 lineal feet of 12" ductile iron pipe including air vacs, fire hydrants and blowoffs. Restore street pavement and concrete pavements.

   Total Contracted Amount - $642,000.00

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Reference # 6 Mills Gravity Line Valve Replacement

1. Western Municipal Water District – 14205 Meridian Parkway, Riverside, CA 92518- Luis Cardenas – Principal Engineer (951) 565-3289 - lcardenas@wmwd.com
2. **Project Location** – Choi Drive Easement
3. **Completed** – 02/2025

   Duration – 30 working days

   Description of Services – Remove 5' section of 60" prestressed pipe, remove 60"X48" eccentric reducer, 48" valve and 8" air vacs. Install 5' section of 60" CLMC with butt straps, 60"x48" eccentric reducer, 48" Romac dismantling joint, and 48" valve with air vacs.

   Total Contracted Amount - $637,602.00

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Quality Assurance and Quality Control Statement

Our Quality Vision:
Dedicated to meeting customer needs through achieving excellence in all pipeline operations and services including excavation, demolition, pipeline install, backfilling, paving, concrete and general contracting"

As a company we are committed to compliance. The responsibility of quality is shared by all staff and is adopted as an integral part of our everyday business to ensure that G&A Nelos Construction, Inc is recognized as the premier underground utilities contractor in our markets.

To achieve this, we will:

- Fulfil the requirements of our Quality Management System and continuously improve its effectiveness through the setting and reviewing of Quality Objectives.
- Meet customer expectations by delivering on price, quality and timeframe.
- Support and train our staff in customer relations and performance excellence.
- Effect operational excellence through a culture of teamwork supported by appropriate, efficient and effective resourcing thereby delivering to customer and company expectations.
- Ensure managerial excellence through a commitment to comply with Quality System requirements and the regular and on-going implementation, maintenance and review of these to ensure their applicability and effectiveness within our business.
- Lastly, quality assurance and control is guaranteed by Carlos Giles (Owner) and Andres Giles ((Owner) as we 100% part take in every project from start to end.

Sincerely, Andres Giles – Vice President/Project Manager

BID QUESTIONNAIRE

Bid Questionnaire form must be completed and submitted as part of the proposal, next page.

BID QUESTIONAIRE

Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? **NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

   ☐ Yes ☒ No

   If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet rules on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

   ☐ Yes ☒ No

   If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contactor, in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet rules on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

   ☐ Yes ☒ No

   If "yes," attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

   Once a week

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: **NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

   Current year: 1
   Previous year: 1
   Year prior to previous year: 1

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

   ☐ Yes ☒ No

   If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one occasion during that last five years in which your firm was required to pay either back wages or penalties for own firm's failure to comply with the **state's** prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

   ☐ Yes ☒ No

   If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of the back wages and penalties that you were required to pay.

8. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

   ☐ Yes ☒ No

   If "yes," attach a separate signed page or pages, describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of the back wages you were required to pay along with the amount of any penalty paid.

9. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? NOTE: You may omit reference to any incident that occurred prior to January 1, 2014, if the violation was by a subcontractor's violation at the time they occurred.

   ☐ Yes ☒ No

   If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

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LABORER COST-PLUS RATES

(FORM: GA.T&M.LBR.25)

THROUGH JUNE 30, 2026

PROJECT MANAGEMENT —	CLASS CODE	STRAIGHT-TIME	OVER-TIME	DOUBLE-TIME
PROJECT ADMINISTRATOR	PADM	$75.00	$95.00	$115.00
PROJECT ENGINEER 1	PEG1	$80.00	$105.00	$125.00
PROJECT ENGINEER 2	PEG2	$90.00	$120.00	$150.00
PROJECT ENGINEER 3	PEG3	$100.00	$135.00	$165.00
SUPERINTENDENT	PMSP	$154.00	$228.00	$302.00
ASSISTANT PROJECT MANAGER	PMAS	$130.00	$175.00	$225.00
PROJECT MANAGER	PMPM	$124.00	$183.00	$242.00
SENIOR PROJECT MANAGER	PMSR	$161.00	$239.00	$316.00

LABORERS —	CLASS CODE	STRAIGHT-TIME	OVER-TIME	DOUBLE-TIME
GENERAL FOREMAN	LAGF	$135.00	$182.00	$229.00
FOREMAN	LAFM	$135.00	$182.00	$229.00
GROUP 5 - BLASTER / DRIFTER	LAG5	$122.00	$163.00	$204.00
GROUP 4 - PIPE LAYER, C&S	LAG4	$122.00	$162.00	$203.00
GROUP 3 - PIPELINE BACKUP MAN	LAG3	$119.00	$159.00	$198.00
GROUP 2 - CHUTE MAN	LAG2	$118.00	$157.00	$196.00
GROUP 1 - GENERAL	LAG1	$117.00	$156.00	$194.00

OPERATING ENGINEERS —	CLASS CODE	STRAIGHT-TIME	OVER-TIME	DOUBLE-TIME
FOREMAN, APPDX. A	OEFM	$152.00	$205.00	$258.00
GROUP 8, APPDX. A - UNIVERSAL	OEG8	$145.00	$196.00	$246.00

TEAMSTERS —	CLASS CODE	STRAIGHT-TIME	OVER-TIME	DOUBLE-TIME
GROUP 10 - WORKING TRUCK DRIVER	TDG10	$130.00	$160.00	$200.00

NOTE(S) / TERMS — THE FOLLOWING TERMS APPLY, UNLESS STATED OTHERWISE IN THE RFQ.

- THE RATES PROPOSED HEREIN CONSIST OF G&A'S IN-HOUSE EMPLOYEE'S RATES ONLY. ALL LABOR, EQUIPMENT, MATERIAL, SUBCONTRACTORS, OR OTHER THIRD-PARTY SERVICES OR PRODUCTS SHALL BE COMPENSATED FOR PER THE FOLLOWING: MATERIAL, SUBCONTRACTORS, SUBSISTENCE, OUTSIDE EQUIPMENT RENTALS, MACHINERY RENTALS, TOOLS RENTALS, COSTS IN FUEL FOR SUCH RENTALS, PERMITS, INSPECTIONS, AND OTHER RELATED COSTS OR FEES WILL BE BILLED AT COSTS PLUS (+) SALES TAX (AS APPLICABLE) PLUS (+) MARKUPS OF 5% FOR OVERHEAD, PLUS (+) MARKUPS OF 15% FOR PROFITS.
- OVERTIME RATES: SHIFT(S) SHALL BE COMPENSATED FOR PER UNION AGREEMENT(S). IF UNSCHEDULED ON-CALL EMERGENCY DISPATCHES OCCUR AFTER CREW WORKED THEIR STANDARD 8-HOUR WORK SHIFT, OVERTIME/DOUBLE-TIME RATES MAY APPLY AT THE BEGINNING OF THE WORK SHIFT, DEPENDENT ON CREWS TOTAL HOUR WORKED, AND PER UNION AGREEMENT(S).
- FOREMAN'S & TRUCK DRIVERS SHALL BE COMPENSATED FOR ONE ADDITIONAL (+1) WORKHOUR (ST, OT, OR DT) PER WORK-SHIFT, IN ADDITION TO THE WORK HOURS REPORTED FOR THE CREW'S WORK SHIFT(S).
- TRAVEL TIME: BILLING TIME WILL BEGIN ONCE EMPLOYEES ARE DISPATCHED, AND END UPON THEIR RETURN TO THE COMPANY FACILITY.
- SUBSISTENCE: LODGING & MEALS FOR MANAGEMENT, SUPERINTENDENTS & GENERAL FOREMAN WILL BE BILLED, WHEN DEEMED ADEQUATE, AT ACTUAL COSTS, PLUS MARK-UP AT 15%.
- G&A NELOS CONSTRUCTION, INC. WILL PROVIDE/MAINTAIN UNDERGROUND SERVICE ALERT (USA) NOTIFICATIONS FOR ALL WORK CONDUCTED WITHIN OUR WORK LIMITS, FOR THE DURATION OF OUR WORK, WHILE PERFORMING OUR SERVICES. ON ALL EMERGENCY WORK DISPATCHED DURING DIG ALERT'S NON-OPERATING/BUSINESS HOURS, G&A NELOS CONSTRUCTION, INC. WILL CONDUCT WORK TO COMPLY WITH CALIFORNIA STATE LAW REQUIREMENTS/REGULATIONS TO PROPERLY ACCOMMODATE THE CIRCUMSTANCE ON-HAND.
- ALL WAGE SCALES PRESENTED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE.
- THIS DOCUMENT DOES NOT INCLUDE ALL LABOR CLASSIFICATIONS. ADDITIONAL LABOR CLASSIFICATIONS ARE AVAILABLE UPON REQUEST(S). SOME WORK AREAS MAY BE SUBJECT TO SPECIAL WAGE AGREEMENTS; IF APPLICABLE, FEES WILL BE BILLED ACCORDINGLY.
- THESE TERMS SHALL EXTEND AND APPLY TO THE ATTACHED EQUIPMENT RATES, AS APPLICABLE.
- INVOICES WILL BE ISSUED ON A WEEKLY BASIS (UNLESS OTHERWISE PROVIDED BY G&A NELOS CONSTRUCTION, INC. AT A LATER DATE), AND TO BE PAID UPON RECEIPT. DELINQUENT PAYMENTS 7-DAYS OVERDUE WILL INCUR IN A 1.50% INTEREST SURCHARGE AND WILL ACCRUE FOR EVERY TWO WEEKS PAYMENTS ARE DELINQUENT THEREAFTER).

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Equipment Cost-Plus Rates

(Form: GA.T&M.EQR.25)

Through June 30, 2026

Air Compressors —	U.O.M.	Rates
Air Compressor - 13 Hp (Truck Mounted)	Hourly	$8.00
Air Compressor - 185 CFM W/ Tools & Hoses	Hourly	$20.00

Asphalt Paving Equipment —	U.O.M.	Rates
Asphalt Spreader Box (Variable Width)	Hourly	$6.00
Propane Torch - Portable	Hourly	$5.00
Roller - 24" Width Walk-Behind-Type	Hourly	$24.00
Roller - 30" – 36" Width Walk-Behind-Type	Hourly	$28.00
Roller Asphalt Smth Vib.Dual Drum 3 To 5 Ton	Hourly	$41.00
Roller Asphalt Smth Vib. Dual Drum 8 Ton	Hourly	$60.00
Tack Sprayer/Emulsion Pot (220 Gal. Cap.)	Hourly	$18.00

Backhoes —	U.O.M.	Rates
CAT 420 D 4x4 / Case 580 Super M 4X4	Hourly	$57.00
Cat 430E / Case 590 Super M 4x4	Hourly	$70.00

Backhoes Attachment —	U.O.M.	Rates
Auger Drill - 12" Diameter (Max Depth 8')	Hourly	$180.00
Auger Drill - 24" Diameter (Max Depth 8')	Hourly	$250.00
Hydraulic Breaker 1000 LB For Backhoes	Hourly	$50.00
Compaction Wheel - 12" Or 18" Wide	Hourly	$10.00

Boring Equipment —	U.O.M.	Rates
Accu-Punch Bore Mole 2" Diameter	Hourly	$18.00

Compaction Equipment —	U.O.M.	Rates
Tamp / Powder Puff - Air Driven	Daily	$25.00
Jumping Jack	Hourly	$15.00
Vibratory Soil Plate Compactor 34" W (Cat 320)	Hourly	$26.00
Vibratory Plate 24" (Walk Behind)	Daily	$100.00

Concrete Equipment —	U.O.M.	RATES
Concrete Mixer - 1/3 Cuyd Cap. (Tow Type)	Daily	$90.00
Concrete Saw - Walk Behind	Hourly	$60.00
Concrete Vibrator (Electric)	Daily	$100.00
Concrete Washout Bin (5.25 Cuyd)	Daily	$75.00

Confined Space & Safety Equipment —	U.O.M.	RATES
Air Supply System - Allegro	Daily	$250.00
Air Cart W/60 Min. Bottles	Daily	$160.00
Stretcher Basket W/ Buckles	Daily	$75.00
Gas / Oxygen Monitor	Daily	$100.00
Harness - Full Body Type	Daily	$15.00
Lanyard Retractable Type - 30' Length (Yo-Yo)	Daily	$35.00
Manhole Blower - 4130 Cfm (Gas Powered)	Daily	$40.00
S.C.B.A. 5 Mins (Scott SKA-PAK 2.2-3.0)	Daily	$75.00
Tripod W/ Winch For Confined Space Entry	Daily	$80.00
Velometer (Air Flow Measuring Device)	Daily	$100.00
Vent Blower Trailer Mounted (12,000 Cfm)	Hourly	$35.00
Vent Blower Trailer Mounted (25,000 Cfm)	Hourly	$50.00

EXCAVATOR & EXCAVATOR ATTACHMENTS —	U.O.M.	RATES
Excavator - CAT 320 (Or Similar)	Hourly	$105.00
Excavator - CAT 315 (Or Similar)	Hourly	$85.00
Bucket Attachment (24" – 36" Wide)	Hourly	$10.00

GENERATORS —	U.O.M.	RATES
Generator 5 Kw	Hourly	$10.00
Generator 25 Kw	Hourly	$20.00
Generator 45 Kw	Hourly	$35.00
Generator 118 Kw	Hourly	$75.00
Generator 230 Kw	Hourly	$115.00

G&A Nelos Construction, Inc.
16738 Lakeshore Drive, #H275, Lake Elsinore, CA 92530
951.293.3503 | agiles@ganelos.com
DIR #1000818376 | License #1078513

Equipment Cost-Plus Rates

(Form: GA.T&M.EQR.25)

Through June 30, 2026

Excavator —	U.O.M.	Rates
Excavator - CAT 320 (Or Similar)	Hourly	$175.00

Generators —	U.O.M.	Rates
Generator 5 KW	Hourly	$10.00
Generator 25 KW	Hourly	$20.00
Generator 45 KW	Hourly	$35.00
Generator 118 KW	Hourly	$75.00
Generator 230 KW	Hourly	$115.00

Loaders & Loader Attachments —	U.O.M.	Rates
Skid Steer Loader - Cat 262	Hourly	$45.00
Hydraulic Breaker Attachment (For CAT 262)	Hourly	$32.00
Pavement Grinder Attachment (For CAT 262)	Hourly	$50.00
Broom/Sweeper Attachment (For CAT 262)	Hourly	$10.00

Miscellaneous Equipment / Tools —	U.O.M.	Rates
Cut-Off Saw/Chain Saw/Skill Saw/Jig Saw	Daily	$75.00
Jackhammer 70 Lb Air	Daily	$90.00
Test Pump Hydrostatic - 5 Hp	Daily	$80.00
Test Pump Hydrostatic - 8 Hp	Daily	$125.00
Pipe Tongs (4" To 12")	Daily	$8.00
Pipe Tongs (16" To 24")	Daily	$15.00
Tapping Machine - Water Type (Up To 2")	Per Inch	$40.00

Sweepers & Brooms —	U.O.M.	Rates
Broom / Sweeper - Self Propelled	Daily	$38.00
Power Broom / Power Sweeper (Walk Behind)	Hourly	$45.00

Traffic Control Equipment —	U.O.M.	RATES
Arrow Board (Solar)	Hourly	$15.00
Barricade - Type I/Delineator Traffic Cone	Daily	$1.00
Barricade - Type-II/Type-III/ADA Pedestrian Type	Daily	$3.00
Temp. Chain Link Fence Panel 6' X10' W/ Feet	Daily	$7.00
Ramp Pedestrian Type (Bariatric Panel Ramp)	Daily	$20.00
Traffic Signs 30" X 30"	Daily	$5.00

TRAILERS —	U.O.M.	RATES
Trailer - Low Boy Type Heavy Haul - 88K Lbs Cap.	Hourly	$35.00

Trucks —	U.O.M.	RATES
Truck – 5 CY Capacity	Hourly	$65.00
Truck – 10 CY Capacity	Hourly	$85.00
Truck – Pick-Up Truck/SUV/Van	Hourly	$25.00
Truck – Service Type (F-350/450/550)	Hourly	$40.00
Truck – Water Type 2000 Gallon	Hourly	$50.00

Water Pumps (W/ 25' Suct. & 50' Discharge) —	U.O.M.	RATES
Water Pump Subm./Trash Type, Elec./Gas/Air 2"	Daily	$60.00
Water Pump Submersible Type, Electric 3"	Daily	$85.00
Water Pump Submersible Type, Electric 4"	Daily	$135.00
Water Pump Trailer Mounted, Diesel 6"	Daily	$265.00

NOTE(S) / TERMS –
The Terms And Conditions Provided On Form GA.T&M.LBR.25 Shall Extend And Apply To This Document Fully, As-If Included Herein.

CITY OF BUENA PARK
COUNTY OF ORANGE
STATE OF CALIFORNIA

CONTRACT DOCUMENTS

ON-CALL EMERGENCY WATER REPAIR SERVICES

PROJECT NO. N/A
BID NO. N/A
JULY, 2025

Prepared under the Supervision of:
Mina Mikhael, P.E.
Director of Public Works/ City Engineer



Recommended by:

Deepthi Arabolu, P.E., T.E.
Assistant City Engineer
R.C.E. 75742

Approved by:

Mina Mikhael, P.E.
Director of Public Works/City Engineer
R.C.E. 84166

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CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR

ON-CALL EMERGENCY WATER REPAIR SERVICES
"Project"

Project Number: N/A
Bid Number: N/A

This CONTRACT ("Contract") is made and entered this 8th day of July, 2025 ("Effective Date"), by and between the CITY OF BUENA PARK, a California municipal corporation ("City") and Mike Prlich and Sons, Inc., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 760474. The Contractor and the City are sometimes referred to herein collectively as the "Parties" and singularly as "Party."

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

A. This Contract;
B. The Request for Proposals (RFP) for On-Call Emergency Water Services issued by the City of Buena Park, dated May 22nd, 2025;
C. The Contractor's Bid Proposal for the City of Buena Park On-Call Emergency Water Repair Services, dated June 16th, 2025, (including documentation accompanying the Bid and any post-Bid documentation.
D. Any "Notice to Proceed" issued by the City to Contractor under the terms of this Contract;
E. The Contractor's Payment and Performance Bonds for any scope of work that is described in a Notice to Proceed issued by the City with a value in excess of $25,000;
F. The City of Buena Park's Special Provisions for Public Works Projects, Latest Edition;
G. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
H. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services.

(A) At any time during the term of this Agreement, the City may issue to Contractor a "Request for Emergency Work Proposals" setting forth the on-call services needed by the City ("Request for Work") and requesting that Contractor provide a written bid to the City in the form attached hereto was Exhibit "A" setting forth Contractor's not-to-exceed bid to perform the services described in the City's Request for Work ("Letter Proposal"). Contractor shall provide a Letter Proposal to the City not later than 5 days following receipt of a Request for Work from the City.

(B) Within 5 days following receipt of a Letter Proposal from Contractor, the City may accept the Letter Proposal by issuing Contractor a "Notice to Proceed" which shall authorize Contractor to perform the services described in the Request for Work for the Compensation set forth in the Letter Proposal. Nothing in this Contract requires the City to accept any Letter Proposal from Contractor, issue any Notice to Proceed to Contractor, to pay Contractor any Compensation or consideration of any kind except as indicated in at Notice to Proceed issued by the City.

(C) Contractor shall provide and perform the on-call emergency water repair services that are set forth in any Notice to Proceed issued under this Contract (collectively, the "Services"), all to CITY's reasonable satisfaction. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the Contractor shall provide the Services under the direction of the Designated Official (or his/her designee). The Contractor shall commence performance of the Services upon receipt of a written Notice to Proceed from the Designated Official authorizing the Contractor to proceed, and only to the extent of such authorization or task order. The City may, from time to time, request changes in the scope of services of the Contractor to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3. Compensation. The Contractor shall perform the Services described in each Notice to Proceed at the direction of the City, and City shall pay Contractor in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in the Notice to Proceed issued by the City for each scope of Services. The maximum "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the Contractor is entitled to receive pursuant to this Agreement shall equal to the total value of Notices to Proceed for Services approved by the City under this Contract. No claims for additional compensation shall be allowed unless authorized in advance by the City in writing. Any additional work or expenses authorized by the City shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties.

4. Term of Contract: The term of this agreement shall commence on **July 8, 2025** and shall remain in full force and effect until **July 8, 2028**. The Contractor agrees to complete the work to City's satisfaction within the amount of working days agreed upon for each task order. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

   a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.

   b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).

   c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

   a. General Liability: $2,000,000 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 project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.

   b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

   c. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

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

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

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

3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.

6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.

7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours

of the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11 All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."

12. All insurance coverage shall contain a clause substantially in the following words: *"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."*

13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.

14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.

16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.

17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.

18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party

in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to 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, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City or review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnitifcation.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City 's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to 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. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

12. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

_____
("CONTRACTOR")

By: _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

(ONLY REQUIRED FOR TASK ORDERS ABOVE $25,000)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF TASK ORDER

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars ($_____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal,

any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.* *DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

(ONLY REQUIRED FOR TASK ORDERS ABOVE $25,000)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF TASK ORDER

(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____,

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

_____

Dollars ($_____), this amount being not less than 100% of the total Contract Price, in 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, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her 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 provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

_____

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

   City of Buena Park
   City Hall
   6650 Beach Boulevard
   Buena Park, CA 90621

   The insureds under such policy or policies are:

   _____

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

Policy Number	Effective Date	Expiration Date

_____

_____

_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

_____

(Contractor)

are authorized to sign bills and/or receive checks.

NAME	TITLE	SIGNATURE

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____

(name and title)

For: _____

(Bidder)

ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Contractual Liability
□ Owners/Landlords/Tenants
□ Manufacturers/Contractors
□ Products/Completed Operations
□ Broad Form Property Damage
□ Extended Bodily Injury
□ Broad Form Comprehensive General Liability Endorsement
□ Explosion Hazard
□ Collapse Hazard
□ Underground Property Damage
□ Pollution Liability
□ Liquor Liability
□ _____
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ _____*if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative *(Original signature only; no facsimile signature or initialed signature accepted)*

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Any Automobiles
□ All Owned Automobiles
□ Non-owned Automobiles
□ Hired Automobiles
□ Scheduled Automobiles
□ Garage Coverage
□ Truckers Coverage
□ Motor Carrier Act
□ Bus Regulatory Reform Act
□ Public Livery Coverage
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____applies to all coverage(s) except:_____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

□ Following Form
□ Umbrella Liability
□_____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention *(check one)* of $_____ _____applies to all coverage(s) except: _____ _____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____



SPECIAL PROVISIONS

CITY OF BUENA PARK
Special Provisions

The Standard Specifications for the City of Buena Park shall be the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION** (also hereinafter referred to as the *Green Book*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

Where specified in these specifications, the most recent edition of the **Standard Specifications and Standard Plans of the State of California Department of Transportation (Caltrans Standards**) shall apply.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction or the ***Caltrans Standards*** shall be resolved by the Engineer, whose decision shall be final.

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. Refer to Section 3-7.2 Precedence of the Contract Documents in the event of any reference conflicts.

PART 1:
SPECIAL PROVISIONS

The following amendments, additions and deletions shall be incorporated into the Green Book:

Unless otherwise noted, the provisions below shall supplement those provisions in Part 1 of the Standard Specifications.

SECTION 1. GENERAL

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Buena Park

Board – The City Council of the City of Buena Park.

Clerk or City Clerk - The City Clerk of the City of Buena Park.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the Special Provisions.

County – County of Orange, California.

Days - Working days, unless otherwise specified.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Standard Plans - the Standard Plans of the Department of Public Work/Engineering, City of Buena Park unless otherwise specified in these Contract Documents

Standard Specifications – Standard Specifications for Public Works Construction, 2021 Edition or Latest Edition and all supplemental documents issued thereafter.

Caltrans Specifications – Latest Edition.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

Abbreviation	Word or Words
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
Caltrans	Department of Transportation Standard Plans & Specifications, Latest Edition

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2 Contract bonds: The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Add Subsection 1-7.3 to the Standard Specifications:

1-7.3 Consideration of Bid: Bids will be opened publicly by the City Clerk or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency, by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work, if, in the judgment of the Board, the best interests of the Agency will be promoted thereby.

Add Subsection 1-7.4 to the Standard Specifications:

1-7.4 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within sixty (60) calendar days after the opening of the proposal unless otherwise specified in the "Notice to Bidders".

The Agency reserves the right to extend the award of contract period an additional thirty (30) calendar days.

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

Add Subsection 1-7.5 to the Standard Specifications:

1-7.5 Return of Proposal Guarantees: All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective Bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of rejection.

Add Subsection 1-7.6 to the Standard Specifications:

1-7.6 Execution of Contract: The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

Add Section 1-8 to the Standard Specifications:

1-8 REQUIREMENTS AND CONDITIONS

1-8.1 Availability of Plans and Specifications: Plans and specifications may be examined at and obtained from the office of the Engineer. Copies of the Notice to Bidders and proposal

forms are included with the plans and specifications.

1-8.2 Approximate Estimate: The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of the Bidders and for comparison of bids and is not guaranteed to be correct by the Agency.

1-8.3 Examination of Plans, Specifications and Site of the Work: The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications and contract forms therefore. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans and contract.

1-8.4 Proposal Form: All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal cannot be considered as part of the bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give Bidder's address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

1-8.5 Rejection of Proposals Containing Alterations or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-8.6 Proposal Guaranty: All bids shall be presented in a sealed envelope and shall be accompanied by a "Proposal Guaranty" made payable to the Agency and for the amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, or a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

1-8.7 Withdrawal of Proposals: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

1-8.8 Disqualification of Bidders: More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

1-8.9 Competency of Bidders: Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code of the State of California and evidence of such license shall be presented to the Engineer on request.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

1-8.10 Experience of Bidders: After the bid opening, the Engineer may require the three lowest bidders to present satisfactory evidence of sufficient experience and that the successful bidder is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.

1-8.11 Material Guaranty: Bidders may be required to furnish a complete statement of origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

1-8.12 Progress Schedule: Pursuant to Section 6-1.1, the successful Bidder shall submit a progress schedule indicating the time he proposes to utilize in performing the various major divisions of work, and his intended sequence of operations.

SECTION 2. SCOPE AND CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 2 of the Standard Specifications.

2-1 WORK TO BE DONE

The general items of work consists of furnishing all materials, equipment, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated per the on-call services.

It should be brought to the Contractor's attention that the quantities shown on the bid sheet are estimates. Payment shall be made per the actual quantities used and in accordance with these Contract Documents and Special Provisions and the Standard Specifications. This Work requires a **Class A** license.

2-2 PERMITS

Prior to the start of any work, the Contractor shall obtain a no-fee CITY permit from the City of Buena Park and make arrangements for CITY inspections. If applicable, the Contractor shall also obtain a permit from Caltrans prior to work. The Contractor and all subcontractors shall each obtain a CITY business license, and shall be licensed in accordance with the State Business and Professions Code. If applicable, the Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity like Caltrans. The Contractor shall pay all costs incurred by the other permit requirements.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

2-4 COOPERATION AND COLLATERAL WORK

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

Add Subsection 2-4.1 to the Standard Specifications:

2-4.1 Entry by Utility Owners and Property Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

Add Subsection 2-4.2 of the Standard Specifications:

2-4.2 Notice to Remedy

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer,

may seem reasonable and necessary.

The cost and expense of said labor and materials, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.2 Temporary Utility Services

Water - The City will supply the Contractor with all water used during the construction without charge. The Contractor shall, at their own expense, provide facilities for conveying the water from the City's nearest existing fire hydrant, or approved water source, to the point of use. The contractor must apply for a construction water meter ($250 for application) and provide an $800 refundable deposit; **NO DIRECT HOOK-UP TO HYDRANTS WILL BE ALLOWED.**

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer. For Time and Material (T&M), contractor shall have the inspector's approval by signing the extra hours and/or materials on a daily bases. ***THE CITY WILL NOT PAY ANY INVOICE WITHOUT A SIGNATURE OF THE INSPECTOR FOR THE EXTRA HOURS AND/OR MATERIALS ON THE DAILY BASES REPORT.***

Add Subsection 2-8.1 to the Standard Specifications:

2-8.1 Markup, Work by Contractor: The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

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

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

Add Subsection 2-8.2 to the Standard Specifications:

2-8.2 Work by Subcontractor: When all or any part of the extra work is performed by a Subcontractor, the markup established in 2-8.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

Add Subsection 2-8.3 to the Standard Specifications:

2-8.3 Daily Reports by Contractor: The Contractor's cost records pertaining to work paid for on a time and materials basis shall be open to inspection or audit by representatives of the Agency, during the life of the contract and for a period of not less than three (3) years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the Agency on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

Add Section 2-11 to the Standard Specifications:

2-11 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

CITY OF BUENA PARK POLICE DEPT Attention: Traffic Division	**(714) 562-3940**
ORANGE COUNTY FIRE AUTHORITY	**(714) 527-3955**
PARK DISPOSAL	**(714) 522-3577**
AMERICAN MEDICAL RESPONSE	**(714) 808-2288**
BUENA PARKSCHOOL DISTRICT	**(714) 522-8412**
ORANGECOUNTY TRANSPORTATION AUTHORITY (BUS OPERATIONS)	**(714) 530-6060**

SECTION 3. CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 3 of the Standard Specifications.

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials,

employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-2 SELF PERFORMANCE

The Contractor shall perform, with its own organization, contract work to amount to at least 50 percent of the contract price, except that designated "Specialty Items" may be performed by the subcontractor and the amount of any such "Specialty Items" performed may be deducted from the contract price before computing the amount required to be performed by the Contractor with its own organization.

3-5 INSPECTION

The Contractor shall give the Engineer notice of the time when the Contractor or any subcontractor will start the various units or operations of the work. Notice shall be given at least forty-eight (48) hours minimum in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of a representative or inspector on the work. Any work performed by the Contractor or subcontractor(s) in conflict with said notice shall be removed if so ordered by the Engineer or the representative or inspector on the work.

The Contractor shall give 48-hours minimum advance notice to the Engineer for specific inspections or testing activities. The inspection of the work shall not relieve the Contractor of any of the obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity. The Contractor shall be responsible for coordinating inspections with all agencies having jurisdiction.

3-7 CONTRACT DOCUMENTS

3-7.1 General: In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain an approved set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This approved set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction.

Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bidsheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents:

If there is a conflict with any one specific Contract Document, the more stringent requirement as determined by the Engineer shall control.

3-9 SUBSURFACE DATA

If the City, or its consultants, have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related work.

Construction surveying and staking shall be provided by the City.

Re-staking and replacement of construction survey markers damaged as a result of the work,

vandalism, or accident shall be at the Contractor's expense.

Contractor shall re-establish centerline monuments damaged or destroyed during work and file post construction corner records with the Orange County Surveyor's office to verify existing monuments are preserved and/or perpetuated. Copies of post construction corner records shall be submitted to the City.

3-11 CONTRACT CONSTRUCTION INFORMATION SIGNS

Two (2) Construction Information Signs (See attached sign layout detail – City Std 439A) shall be furnished, erected and maintained by the Contractor at the job site, at least ten (10) days prior to beginning construction. The location of the two (2) Constructions Information Signs shall be approved by the Engineer.

3-12 WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. The construction area shall be cleaned by the use of a wet mobile sweeper, a minimum of once a day, or as directed by the Engineer. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged with mark-up to the Contractor and deducted from the Contract Price. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

The Contractor shall make its own arrangements for any necessary storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may only be used for temporary storage with the explicit written permission of the Engineer; however, the Contractor shall be responsible for obtaining any necessary permits from the City and any agency having jurisdiction. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.2 Air Pollution Control: Air pollution control shall consist of applying water or dust palliative, (reducer) or both, for the alleviation or prevention of dust nuisance. Dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way, shall be controlled by the Contractor.

It is understood that the provisions in this section will not prevent the Contractor from applying water or dust palliative for their convenience if they so desire.

3-12.3 Noise Control: A noise level limit of 86dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The noise level from the Contractor's operations between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, or at any time on Saturday, Sunday or a City holiday shall be in accordance with the County ordinance covering "Noise Control."

This requirement in no way relieves the Contractor from responsibility for complying with other local ordinances regulating noise level. The Contractor shall comply with all local sound control and noise control rules, regulations and ordinances, which apply to any work performed pursuant to this contract.

The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor.

3-12.4 STORAGE OF EQUIPMENT AND MATERIALS

3-12.4.2 Storage in Public Streets: Construction materials and equipment shall not be stored in streets, roads, City property, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 Water Pollution Control: It is anticipated that storm, surface, and subsurface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his/her operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct their operations in such a manner that storm or other waters may proceed in a legal and safe manner, with minimal public impact. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

3-12.6.2 Best Management Practices (BMPs): The Contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit No.CAS000002 (Order No. 2009-0009-DWQ), the Waste Discharge Requirements for the County of Orange and the Regional Water Quality Control Board for the Santa Ana Region (Order No. R8-2009-0030 and NPDES No. CAS618030) and City of Buena Park requirements for the Control of Urban Pollutants to Storm Water Runoff. The Contactor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed and addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

The Contractor shall utilize Best Management Practices (BMP's) during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this project include, but are not limited to, covering all storm drains inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any AC grinding, removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel bags on-hand when excavating new PCC sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the City of Buena Park. Stockpiling construction debris and materials within the work area will not be allowed without the prior approval of the Engineer. The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board (Order No. R8-2009-0030 and NPDES No. CAS618030)
2. Caltrans
3. County of Orange (Construction Runoff Guidance Manual – September 2008)
4. City of Buena Park & NPDES General Permit Requirements (No. CAS000002 and Order No. 2009-0009-DWQ) including BMP's

3-13 COMPLETION, ACCEPTANCE AND WARRANTY

3-13.2 Acceptance: The Project will not be accepted and a Notice of Completion will not be filed until all required Work is completed, the Work site is cleaned up, all Contract provisions have been completed and accepted by the Engineer, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;

2. All written guarantees, certificates, and warranties;

3. All “as-builts”;

4. The warranty or maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 1-7.2 of these General Provisions; and

5. Electronic and hard copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the mechanical, electrical, plumbing, irrigation, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the Engineer in writing.

Add subsection 3-13.3.1 to the Standard Specifications:

3-13.3.1 Warranty: For the purpose of calculating the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion.

The Contractor hereby guarantees that the entire work constructed under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished. The Contractor hereby agrees to make, at his/her own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied to him/her that become evident within one year after the date of filed Notice of Completion, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements within seven (7) calendar days upon receipt of written orders for same from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Section 4 of the Standard Specifications.

4-1 GENERAL

The Contractor shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-3 INSPECTION

4-3.3 Inspection of Materials Not Locally Produced: When the Contractor intends to

purchase materials, fabricated products, or equipment from sources located more than 50 miles (80 km) outside the geographical limits of the Agency, an inspector or accredited testing laboratory, assigned by the Engineer, shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. Contractor shall inform the Engineer before producing any material or equipment. The inspector or representative of the testing laboratory shall approve the materials by the requirements of the Plans and Specifications. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the agent. Approval of said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-4 TESTING

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

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor. The Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer's approval.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

Unless otherwise noted, the provisions below shall supplement those provisions in Section 5 of the Standard Specifications.

5-3 LABOR

5-3.1 General: The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et. seq*. ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Prevailing wages

Add Subsection 5-3.2.1 to the Standard Specifications:

5-3.2.1 Copies of Wage Rates: Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

Add Subsection 5-3.2.2 to the Standard Specifications:

5-3.2.2 Job Site Notices: The Contractor is required to post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.3 to the Standard Specifications:

5-3.2.3 Failure to Pay Prevailing Rates: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

Add Subsection 5-3.2.4 to the Standard Specifications:

5-3.2.4 Apprentices: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. The Contractor shall ensure that all apprentices performing work on the project work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

Add Subsection 5-3.2.5 to the Standard Specifications:

5-3.2.5 Debarment or Suspension: The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

Add Subsection 5-3.2.6 to the Standard Specifications:

5-3.2.6 Registration with the DIR: In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Add Subsection 5-3.2.7 to the Standard Specifications:

5-3.2.7 Compliance Monitoring and Posting Job Sites: This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.8 to the Standard Specifications:

5-3.2.8 Subcontractors: For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

Add Subsection 5-3.2.9 to the Standard Specifications:

5-3.2.9 Taxes: The Agency is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a City and/or County tax is collected by the State, the Agency is liable for this tax also. Include this tax in the amount bid.

The Agency is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the Contractor and subcontractor(s) may be liable for Federal Excise Tax. The Contractor must determine whether Federal Excise Tax is chargeable to the bidder and, if so, the amount of the tax should be included in the amount bid.

Add Subsection 5-3.2.10 to the Standard Specifications:

5-3.2.10 Prevailing Wage Indemnity: To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.2.9 shall survive expiration or termination of the Contract.

Add Subsection 5-3.2.11 to the Standard Specifications:

5-3.2.11 Responsibility for Damage: The City, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to

persons or property which may be the result of this contract and for which the City might be held liable. The Contractor shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

Add Subsection 5-3.2.12 to the Standard Specifications:

5-3.2.12 Contractor's Responsibility for Work: Until the formal acceptance of the work, the Contractor shall have the charge and care thereof, except as provided in § 7-2.9, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by Acts of War.

Add Subsection 5-3.2.13 to the Standard Specifications:

5-3.2.13 Correction of Errors, Recovery for Errors, Dishonesty or Collusion: The City reserves the right to correct any error that may have been made in any estimate that has been paid. The City also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

Add Subsection 5-3.2.14 to the Standard Specifications:

5-3.2.14 Rights in Materials and Salvage: Ownership of material incorporated in the work is vested in the name of the City. Any material delivered and paid for in part by the City or any material furnished by the City to be incorporated in the work, is or becomes the property of the City upon acceptance. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials), as determined by the Engineer, that are the property of the City, if they are to be removed, shall be delivered F.O.B. to the storage yard designated by the City. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Contractor is instructed otherwise by the Engineer.

5-3.3 Payroll Records: The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to the City; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. CWA Section 5.2 also requires the Contractor

and all Subcontractors pay fringe benefit contributions to the appropriate union trust fund on a monthly basis.

5-3.4 Hours of Labor: The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-7 SAFETY

Contractor shall comply with all established government laws and regulations pertaining to the construction of public improvements as well as safety procedures, and will be responsible for applying and using safety equipment as necessary to protect personnel, property and the traveling public. Contractor shall use both street tubular delineators and warning signs to inform the public of work being conducted in accordance with established California State Standards. The Contractor shall provide Health and Safety Plan in accordance with local, State and Federal codes. Contractor shall designate or employ a full time safety officer for all work on this Project.

5-7.8 Steel Plate Covers: The Contractor shall provide and maintain non-skid steel traffic plates securely over all openings, trenches and excavations, and whenever required, at the end of each working day. The plates shall be pinned and ramped with temporary asphaltic concrete. Steel plates utilized on arterial highways, roadway with a posted speed limit of 30mph or greater, or as designated by the Engineer, shall be pinned and recessed flush with existing pavement surface.

Add Subsection 5-7.9 to the Standard Specifications:

5-7.9 Haul routes: The Contractor must obtain the Engineer's approval before using any haul routes.

Add Subsection 5-7.10 to the Standard Specifications:

5-7.10 Notices to Residents and Businesses: Five (5) calendar days prior to the start of construction, the Contractor shall distribute to the residents a written notification prepared by the Contractor, approved by the Engineer, clearly indicating project scope, specific construction dates, parking and circulation impacts, any disruptions that may occur, and approximately when construction is expected to be completed.

Errors in distribution, false starts, acts of God, strikes, or other schedule alternations will require re-notification prepared by the Contractor, approved by the Engineer.

"NO-PARKING" signs shall be furnished by the City and posted by the Contractor no later than 48 hours prior to the enforcement date. The date and hours of effect shall be written on the sign, by the Contractor. The number, spacing and location of signs shall be as directed by the Engineer.

The Contractor shall maintain the signs throughout the enforcement period. Arrangements shall be made by the Contractor to satisfy the applicable ADA requirements.

The Contractor shall install signs stating "Business open during construction" and signs stating “Access" with arrows at business driveways as directed by the Engineer.

Add Section 5-8 to the Standard Specifications:

5-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor’s or the Subcontractors’ operations or as required by the Plans and Specifications.

Photographic and video records of existing conditions prior to commencing the work shall be made and copies provided to the Engineer.

Existing improvements to be protected in place, which are damaged or destroyed due to the Contractor's own convenience and/or negligence, shall be reconstructed to the satisfaction of the Engineer within three (3) calendar days with no additional compensation allowed therefore.

The Contractor shall use special care when cold milling adjacent to existing concrete gutters so as not to chip or damage the surface. Sidewalk and gutters damaged due to Contractor’s operations shall be replaced at the Contractor’s expense.

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

Add Section 5-9 to the Standard Specifications:

5-9 ADVERTISING

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Add Section 5-10 to the Standard Specifications:

5-10 LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

The Contractor shall at all times observe and comply with, and shall cause all of the Contractor’s agents, employees and subcontractors to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, the Board and the Engineer, and all of its and their elected and appointed officials, officers, agents and servants

against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Engineer.

Add Section 5-11 to the Standard Specifications:

5-11 RECYCLING OF MATERIALS

Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

Add Section 5-12 to the Standard Specifications:

5-12 RECORD/AS-BUILT DRAWINGS

The City will furnish the Contractor with a complete set of blueline drawings on which the Contractor shall clearly note all changes made for locations of service lines, manholes, connections to existing facilities, stub-outs, etc. These drawings shall be kept up to date as the job progresses and no changes in the plans shall be made without prior approval of the Engineer. **BEFORE FINAL PAYMENT** will be made, these drawings must be returned to the City in an accurate and legible condition.

SECTION 6 PROSECUTION AND PROGRESS OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule: In addition to the construction schedule required pursuant to section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice, or at a frequency directed by the Engineer. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and acceptance. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work, material procurement, providing continuous public access, and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; and/or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

Add Subsection 6-1.1.1 to the Standard Specifications:

6-1.1.1 Pre-Construction Conference: Approximately ten (10) working days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.
Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. The Contractor shall bring to the pre-construction conference copies of each of the following:

1) Construction Schedule.
2) Procurement schedule of major equipment and materials and items requiring long lead time.
3) Shop drawing/sample submittal schedule.
4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The Contractor shall be prepared to discuss all of the items listed below.

1) The Contractor's construction schedule.
2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
4) Processing applications for payment.
5) Maintaining record documents.
6) Critical Work sequencing.
7) Maintaining utility service during construction, including proposed by-passes.
8) NPDES/BMP requirements.
9) Field decisions and Change Orders.
10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
11) Major equipment deliveries and priorities.
12) Traffic control.
13) Any other item that the City representative states is relevant to the meeting.

Add Subsection 6-1.1.2 to the Standard Specifications:

6-1.1.2 Pre-Job Conference: CWA Article 13 requires that the Contractor and each Subcontractor conduct a pre-job conference with the appropriate affected Unions prior to commencing work. The Contractor and each Subcontractor shall disclose to the Unions their scope of work and which Union(s) they are assigning their work to. Additional Pre-Job

Conferences can be held for scopes not covered by the initial Pre-Job Conference, but must occur before the scope of work commences.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The City Engineer will prepare the meeting agenda, meeting minutes and will distribute minutes. If determined by the City Engineer that weekly meetings are not necessary, the weekly progress meetings frequency may be changed.

Add Section 6-1.1.3 to the Standard Specifications:

6-1.1.3 Scheduling Considerations

Contractor shall not open any construction areas that cannot be replaced on the same workday.

Unless otherwise directed/approved by the City Engineer, all traffic lanes shall be opened to vehicular traffic at the end of each work period (day or night). Temporary striping or slurry tabs shall be placed daily on recently completed work. Contractor shall be responsible for maintaining any temporary striping until permanent striping is applied and accepted.

Asphalt removals, grading, compaction of subgrade and construct asphalt concrete base coarse shall take place on a continuous sequential operation.

6-1.2 Commencement of Work: The Contractor shall complete all Work under the Contract within the amount of working days agreed upon for each task order. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the NTP. A "Preliminary Notice to Proceed" will be issued if the period between the period of the Notice of Award and NTP is required to process Shop Drawings and begin procuring equipment and materials.

6-3 TIME OF COMPLETION

6-3.1 General: The Contractor shall complete all work including punch list items under the Contract within amount of working days agreed upon after the date on the Notice to Proceed.

The Contractor shall ensure the availability and delivery of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of the time for 100 percent completion of Work.

Add Subsection 6-3.1.1 to the Standard Specifications:

6-3.1.1 Working Hours: Working hours shall be limited to 7:00 a.m. and 4:00 p.m. Monday to Friday, unless otherwise authorized, in writing, by the Engineer. Lane closure shall be limited to the hours between 8:00 a.m. and 4:00 p.m., **except for arterials as defined by the Engineer** (9:00 a.m. to 3:30 p.m.). Deviation from these hours will not be permitted, without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of requested deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

A permit may have other hours or Days for the Contractor to do the Work, of which the stricter shall prevail, unless otherwise noted by the Engineer.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give two (2) Work Days' notice to the Engineer so that inspection may be provided.

Add Subsection 6-3.1.2 to the Standard Specifications:

6-3.1.2 Designated Holidays: Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving, and the Friday after, and the period between Christmas Eve and New Year's Day. Contractor should also consult posted prevailing wage holidays for each craft used on the DIR website https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

6-4 DELAYS AND EXTENSIONS OF TIME

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time: In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of

time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays: Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor may be entitled to a Change Order that:(1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contractor any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For each consecutive calendar day after the time specified in Section 6-3.1 for completion of work, the contractor shall pay to the City or have withheld from moneys due it, the daily sum of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remain incomplete beyond the expiration of the completion date. The City may deduct the amount of liquidated damages due hereunder from any monies due or that may become due the Contractor under this Contract.

Execution of the Contract shall constitute agreement by the City and Contractor that the above liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefore and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 6-4 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

Unless otherwise noted, the provisions below shall supplement those provisions in Section 7 of the Standard Specifications.

7-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

7-3 PAYMENT

7-3.1 General: In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

The unit and lump prices bid for each item of work shown on each task order shall include full compensation, including all labor, tools, equipment, and material, to complete the item of work in place, and no other compensation will be allowed thereafter.

7-3.2 Partial and Final Payment

Add Subsection 7-3.2.1 to the Standard Specifications:

7-3.2.1 Monthly Closure Date and Invoice Date: The monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the Engineer before the fifth(5th) Day of the following month for verification and payment consideration. The Contractor shall verify all quantities with the City Inspector before payment request submittal.

Add Subsection 7-3.2.2 to the Standard Specifications:

7-3.2.2. Payments: The City shall make payments within thirty (30) Days after receipt of the Contractor's verified and undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, and shall explain in writing the reasons why the payment request is not proper.

Add Subsection 7-3.2.3 to the Standard Specifications:

7-3.2.3 Substitute Security: In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly

to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Unless otherwise noted, the provisions below shall supplement those provisions in Section 8 of the Standard Specifications.

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Add Section 9 to the Standard Specifications:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The Contractor should sign and return the Notice to Proceed to the City prior to commencement of work. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 CLAIM DISPUTE RESOLUTION

a. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertains to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

b. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810*etseq*.) with regard to filing claims and to Public Contract Code Section 20104 *etseq*. (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars ($375,000) or less. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *etseq*.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, *etseq*. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 *etseq*. (if applicable), and must then adhere to Section 20104, *etseq*. and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

9-5 CWA Grievance Procedure

In the event of any dispute regarding the CWA between the contractor, their employees, or the signatory unions, the contractor agrees to follow the grievance procedures as outlined in CWA Article 9.

9-5 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-6 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-7 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its

full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-8 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-9 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Orange County Superior Court.

9-10 TIME

Time is of the essence in these Contract Documents.

9-11 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-12 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-13 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-14 INDEMNIFICATION

9-14.1 Contractor's Duty: To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

9-14.2 Civil Code Exception: Nothing in this Section shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

9-14.3 Nonwaiver of Rights: Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or

passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

9-14.4 Waiver of Right of Subrogation: The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

9-14.5 Survival: The provisions of this Section shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

9-15 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-16 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-17 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

PART 2:

CONSTRUCTION MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 2 of the Standard Specifications.

SECTION 200 ROCK PRODUCTS

200-2 UNTREATED BASE MATERIALS

In the event of wet soil conditions, aggregate base shall be constructed as directed by the Engineer.

The gradation shall be ¾" (20 mm) maximum. Changes from one grading to another shall not be made during progress of the work, unless permitted by the Engineer.

The subgrade shall be compacted to 95% with moisture contents within 2% of optimum. The finished subgrade shall not deviate more than 0.03 feet from the design grade. Lightweight compaction equipment shall be used to avoid subgrade pumping.

NO CRUSHED MISCELLANEOUS BASE (CMB) IS ALLOWED.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

Concrete to be used for curb and gutter, sidewalk, drive approaches, and parkway culverts shall be designated Class 560-C-3250 mix with maximum slump of 4" (100 mm). Cross gutters, longitudinal gutters, spandrels, concrete band, colored concrete, catch basin local depression shall be 4,500 psi concrete mix with a maximum slump of 4" (100 mm). Contractor may use fly ash with an exclusive written approval of the Engineer. Cross gutters shall be constructed per City of Buena Park Standard Plan105 and as shown of the plans, 4,500 psi concrete. Longitudinal gutters shall be constructed per Green Book Standard Plan 122-2 as modified as shown in the plans, 4,500 psi concrete. The Contractor shall provide 1-1/2" thick steel traffic plates to bridge new cross gutters. Contractor shall remove a minimum of 25' of existing A.C. on both sides of the cross gutter/spandrel or as directed by the Engineer and replace to match existing.

Concrete mix design shall be submitted to the Engineer ten (10) working days prior to use.

201-3.7 Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant) (CRACK SEALING)

After cold milling and prior to the placing of new asphalt, concrete pavement cracks greater than 1/8" will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.2 Materials

Asphalt concrete surface course shall be Type III C3-PG 70-10. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. All tack coats over spray on gutter edges shall be removed.

The asphalt content for the Type C3-PG 70-10 asphalt concrete shall be per Orange County Environmental Management Agency Special Provisions — Asphalt Concrete Standard Plan 1805 (revised).

The Contractor shall use a PG Asphalt Binder.

SECTION 207 GRAVITY PIPE

The Section 207 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 207.

SECTION 208 PIPE JOINT TYPES AND MATERIALS

The Section 208 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 208.

SECTION 209 PRESSURE PIPE

The Section 209 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 209.

SECTION 210 PAINT AND PROTECTIVE COATINGS

The Section 210 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 210.

SECTION 211 MATERIAL TESTS

The Section 211 from the 2021 Edition, the “Greenbook” or latest version will be part of the

"Special Provisions". Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 211.

SECTION 212 WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

The Section 212 from the 2021 Edition, the "Greenbook" or latest version will be part of the "Special Provisions". Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 212.

SECTION 214 TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

All references to traffic striping and markings shall be "Thermoplastic".

Traffic Signs, Striping, Markers, and Markings, shall conform with Sections 84 and 85 of the Caltrans Standard Specifications and these Special Provisions.

Existing striping, pavement markings, legends, stop bars, crosswalks, parking stalls, red curb, etc., shall be replaced by the Contractor if damaged. It is the Contractor's responsibility to note and inventory such locations using a video recording system prior to removal and replacement of such, accordingly. In the event of a conflict as to the locations, placement of legends, markings, lines, etc., shall be as directed by the Engineer.

All existing markings which do not conform to the new striping shall be removed with a grinder. Existing markers which are partially removed or damaged shall be removed in total and replaced in kind. The Contractor shall re-stripe existing striping and curb markings obliterated by new construction, whether or not shown on the Plans for replacement.

Pavement Markers: Traffic striping will not commence sooner than seven to ten (7-10) working days after the surface course is placed. The Contractor shall furnish and install raised pavement markers as indicated on the plans and specifications to restore the roadway to its original state in accordance with the requirements of Section 85 of the Caltrans Standard Specifications.

Type A markers shall be ceramic type in accordance with Section 85-1.02B(3) of the Caltrans Standard Specifications.

Fire Hydrant Reflectors: All existing fire hydrants shall, at the completion of the project have Type D two-way blue reflectors placed in accordance with the 2014 (or Latest Edition) California Manual of Uniform Traffic Control Devices (MUTCD) Section 3B.11.

Traffic Striping: In areas of new, or restoration of street striping, markings and legends, the Contractor shall provide and install traffic striping, thermoplastic paint and beads equal to State Standard Specifications, Section 84.

After the completion of surface course paving operations, and raising frames to grade, the Contractor shall allow seven to ten (7-10) working days before final striping. This does not include cat- tracking, which must be done within 24 hours or as directed by the Engineer.

The Contractor shall provide paint spots on centerline approximately 150 feet apart, to establish a reference line as shown on plans and as directed by the Engineer. The Contractor shall mark off all lane lines to match existing conditions.

Cat tracking shall be approved in writing by the Engineer before application.

Pavement Markings: Pavement marking work shall be limited to replacement of all legends, turn arrow legends, stop bars and crosswalks with 120 mils thick thermoplastic within the confines of the work area unless otherwise directed by the Engineer. All work shall match existing conditions. All materials shall conform to the State Standard Specifications.

Add Section 218 to the Standard Specifications:

SECTION 218 TRUNCATED DOME MAT

The detectable warning surface required for all curb ramps within the AC paving project limits shall consist of a Buena Park light blue replaceable, cast-in-place polyurethane truncated dome mat, ARMOR- TILE, or approved equal. Contractor shall verify the color with the Engineer prior to installation of mat. The dimensions of the detectable warning surface shall be as specified on the Caltrans Standard Plans.

PART 3:

CONSTRUCTION METHODS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 3 of the Standard Specifications.

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

During construction and excavation, soft and unstable subgrade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. The use of stompers will not be allowed for any portion of work on the project.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Removals shall consist of the sawcut and removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not be limited to: asphalt, aggregate base, and subgrade if required by the engineer.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 4-2 of the Standard Specifications at Contractor's expense.

Asphalt and subgrade removals shall be done with a grinder only. Grinding of the existing AC pavement shall be at a constant depth as called for in the plans. All temporary striping required after grinding operations shall be installed per City Standards.

The entire surface area of the pavement designated for removal shall be ground to the depths specified in the plans. Care shall be exercised not to damage adjacent improvements. Gutters or curbs damaged by the Contractor’s operations shall be replaced at the Contractor's expense.

The contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or grinding of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by a vacuum sweeper and properly disposed of. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of grinding operations.

Cold mix A.C. shall be placed and maintained at the interface between ground and non-ground

areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps.

The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the grinding operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed **three (3) calendar days** at any one location unless approved otherwise by the Engineer or is necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

NOTE: Concrete removals are not allowed on Fridays or the day before a holiday and shall be replaced before the weekend or holiday.

Under no circumstances, shall the Contractor place concrete forms with the intent of leaving the forms in place for more than 24 hours, aside from curing freshly poured concrete.

The plans do not indicate any existing sprinkler systems. It is the Contractor's responsibility to examine the site, and determine what damage, if any, will be incurred within the areas described above, and consider this in the bid price for the various items of work.

The limits of removals will be marked by the Engineer, within forty-eight (48) hours from the Contractor's request, to have removal areas marked.

All patching and repair work for any removals shall be to the original condition unless directed otherwise by the City Engineer.

All removed material becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

Add Subsection 300-1.2.1 to the Standard Specifications

300-1.2.1 Additional Considerations:

1. In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer.
2. In addition to removal of street, traffic, warning signs, or any other signs, Contractor shall reinstall and/or replace as shown on plans or as directed by the Engineer.
3. The Contractor shall, upon completion of the new improvements, repair, resod, replant, and replace landscape areas damaged or altered through the course of construction, including top dressing of the soil. All existing irrigation systems, which were affected as part of the project construction, shall be restored to their original condition and to the satisfaction of the Engineer. As required, irrigation system components shall be relocated and/or adjusted to grade within the limits of the landscaping.
4. This item shall also be interpreted to include the removal and disposal of any additional items not specifically mentioned herein which may be found with the work

limits or are shown on plans to be removed.

Add Subsection 300-1.5 to the Standard Specifications

300-1.5 Site Demolition and Clearing: Following the asbestos and lead containing building materials removal and certification of the site, the building demolition and site clearing and grubbing may begin. Site clearing and grubbing shall be in accordance with Section 300-1 of the Standard Specifications and these Special Provisions and shall include the removal of all material from within the property boundary of each site unless specifically noted as “protect” or otherwise directed by the Engineer.

The Contractor shall be responsible for having a qualified pest control company spray all structures in order to prevent insects living within the structures from infesting adjacent properties. This spraying action will be done 48 hours prior to demolition of any structures. The cost of complying with all requirements specified in this section shall be borne by the Contractor and should be considered as included in the price bid.

Unless otherwise specified, all concrete floors, walks footings, porches, steps, slabs, signs, and foundation walls within the limits of the property shall be removed in their entirety with demolition operations, shall be removed from the site and disposed of by the Contractor. Likewise all brick, plaster, lumber, wood scraps and all other loose or fixed debris shall be removed from the site and disposed of by the Contractor, unless otherwise noted on to protect. Asphalt within the project to remain.

The City reserved the right to order the Contractor to stop work at any time for purposes of conducting a structural and analysis of the building being demolished. The Contractor may be required to continue the work under supervision of a structural engineer at no cost to the City.

During demolition, the Contractor shall keep the site free and clean from all rubbish and debris and in a sanitary condition and shall promptly clean up the site after being notified by the City representative.

The Contractor shall backfill holes and voids created during his operations, the backfill shall consist of non-organic rubble-free portions of on-site materials or clean non-expansive imported dirt. Dirt shall be placed in horizontal layers not to exceed eight inches in depth, each layer being well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90% is secured as determined by Test Method ASTM-D-1557-70. No puddling or flooding of backfill shall be done without specific authorization by the City. The Contractor shall make his own arrangements for securing fill materials. Cost of Backfill materials, grading, and related work shall be considered as included in the project bid and no additional compensation will be considered.

Compaction tests will be required on all fill areas exceeding 16 inches in depth. Tests will be done by a firm selected by the City and at locations requested by the Inspector. Results shall meet the compaction requirements as specified. Costs of such tests shall be borne by the City.

All areas shall be grubbed to a depth below the natural ground surface necessary to remove all stumps, roots, buried logs, broken concrete, broken asphalt and all other objectionable material larger than two inches.

The City reserves the right to search for buried debris after completion of the demolition operations. If debris is uncovered, the Contractor shall remove all uncovered material and pay to

the City the cost of exploratory work.

Add Subsection 300-1.6 to the Standard Specifications

300-1.6 Material Disposition: The asbestos containing materials and lead paint, buildings, site improvements and all materials resulting from their demolition or removal shall be removed from the premises. This shall include all stoves, refrigerators and other furniture found on the site. However, the Contractor shall not dispose of the improvements or materials there from by sale, gift or in any manner whatsoever to the general public at the site. This provision shall not be construed as limiting or prohibiting the sale or disposition of such improvements or materials at the site to duly licensed contractors or materials men, provided that the materials are removed by the Contractor. Removal of buildings as a unity, or in sections capable of reassembly as a structure, is expressly prohibited.

NO BURNING OF MATERIALS SHALL BE PERMITTED ON THE SITE.

300-2 UNCLASSIFIED EXCAVATION

Add Subsection 300-2-10 to the Standard Specifications:

300-2-10 Over-Excavation: During construction and excavation, soft and unstable sub-grade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. If, in the opinion of the Engineer, the existing areas of materials beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric or aggregate base and asphalt concrete bridge mix shall be used to replace materials over-excavated as directed by the Engineer.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Over optimum conditions are anticipated in isolated areas, and will require over excavation and replacement with a thickened pavement section. The Engineer will determine the specific areas and limits of excavation during construction.

Operation of rubber tired equipment on marginal or soft sub-grade will not be permitted. All trucks shall be directed as necessary to prevent loaded trucks from driving on sub-grade areas designated as soft or yielding. Areas designated for over excavation and replacement with thickened pavement sections shall utilize track excavators and/or loaders capable of operating on the exposed sub-grade. The Contractor shall be responsible for selection of the equipment necessary for excavation.

The Contractor shall submit a list of equipment to be used to the Engineer for approval prior to beginning stabilization work. The list of equipment shall provide a complete detailed description of each piece of equipment to include weight, type of drive (rubber, tire, track, steel drum, etc.)

BOTTOM DUMP (AKA BELLY DUMP) TRUCKS SHALL NOT BE USED ON ANY PORTION OF WORK ON THIS CONTRACT.

300-4 UNCLASSIFIED FILL

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed subgrade and backfill materials shall be compacted to 95% relative compaction and optimum moisture content of 2%. Finished subgrade shall not deviate more than 0.05 foot (15 mm) from the theoretical grading plane and must be firm and unyielding.

All rocks, stones, debris and roots within 12 inches (300 mm) of the finished surface shall be removed and disposed of.

Backfill shall consist of placement of material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks drive approaches, etc.

Landscaping backfill material shall be topsoil and considered select material acquired from approved sources for sustaining healthy plant life. No backfill material shall be placed until approved by the Engineer.

SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

Add Subsection 301-1.8 to the Standard Specifications:

301-1.8 Adjustment of Manhole Frame and Cover Sets to Grade: Water valves, manhole frames and covers and sewer cleanouts shall be adjusted to grade including paving within ten (10) working days after completion of paving.

Failure to comply shall result in a penalty of **ONE THOUSAND ($1,000) DOLLARS A DAY**.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After frames have been removed, the tops of each structure shall be carefully cleaned to provide a suitable foundation for the new material. The existing frames and covers shall remain the property of the City.

The Contractor should be made aware that there are some existing coated/lined sewer manholes in the project areas as called out in the plans. The Contractor, when adjusting these sewer manholes to grade, shall replace the existing coating/lining to the new grades.

Upon completion of the roadway resurfacing or construction, circular holes shall be cut where the water valves and sewer cleanouts or manholes exist and the valve cans and sewer manhole and cleanout frames and covers adjusted to the proper grade, and a 6” x 6” concrete collar shall be placed around outside of valve cans sewer cleanouts and manhole frames. The pavement shall then be replaced with a structural section equivalent to the adjacent areas. Any valve cans or sewer manholes and cleanouts found to be located within areas to receive concrete surfaces shall be adjusted to grade prior to placing the concrete. Any valve cans which may be located in areas

which will be excavated prior to placing of the base material shall be removed during excavation, stored, and reinstalled to proper grade by one of the above methods. The Contractor shall furnish any valve can parts, sleeves, grade rings and/or top sections needed to complete the installations. These parts shall be in accordance with the City of Buena Park Standard Plan Nos. 504, 505, 511, 518, and 530.

Contractor shall tie-out locations of all manholes and water valve covers to three permanent locations, prior to paving and supply the information to the Engineer.

If, when the frames are adjusted, it is determined that there will not be sufficient bearing in the opinion of the Engineer, between the ring and the remaining structure, two steel bars, not less than 1" by 3" shall be placed in such a way as to properly support the ring, after which the exterior of the ring will be covered with masonry in the normal fashion.

Frames shall be set to the grade of the new surface after the surfacing has been placed. The area around the frame and cover shall be filled with paving materials after the 6" x 6" concrete collar is placed, the surface of which shall conform to the grade of the finished surface. Manholes and lines must be cleaned if any debris is dropped into manhole.

After the completion of finish course paving operations and prior to raising frames to grade, the Contractor shall allow two (2) working days before final striping. This does not include cat-tracking, which shall be done within 24 hours after paving as directed by the Engineer.

SECTION 302 ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

PLACING SAND ON ANY ASPHALT SURFACE WILL NOT BE ALLOWED.

The asphalt concrete mix design and material list and source shall be submitted to the Engineer for approval a minimum of ten (10) working days prior to use.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Prior to paving, all grass or vegetation growing through cracks in the pavement or adjacent to curb and gutter shall be removed and the areas sprayed with a soil sterilizer approved by the Engineer. Streets that get full depth AC removal shall be treated with weed killer (colored type) spectracide or approved equal.

Tack coat shall be placed on one lane at a time and no further than 200 feet ahead of paving operation. Unit price bid for asphalt shall include tack coat.

The surface shall be cleaned by use of a mobile sweeper and washed with water and allowed to dry prior to surface course applications.

At least 75%, by weight, of the material retained in the No. 4 sieve shall have at least one fractured face as determined by Test Method No. Calif. 205.

Asphalt Concrete Base Course shall be of the thickness as shown on the plans and TYPE III-B2 PG 70-10 (3/4").

A single AC layer as indicated on the plans shall be placed with suitable equipment and rolled lightly for grade control purposes only. Contractor shall exercise caution in these areas to prevent pumping of subgrade. Relative compaction requirement is waived for this initial base layer in the wet sub-grade areas only. The completed base layer shall be allowed to cool for a minimum of 15 hours prior to placing next layer of asphalt. No truck shall be permitted to operate on the sub-grade or the asphalt until the suitable cooling period is expired per the direction of Engineer.

Asphalt Concrete Leveling Course shall be of thickness as shown on the plans and be TYPE III-C3 PG 70-10. All asphalt leveling courses shall conform to Section 203-6 of the Standard Specifications. Hot tack coat shall be Grade SS-1h emulsified asphalt.

Asphalt Concrete Bridge Mix (Soft Areas) shall be used for backfilling in over-excavated soft areas encountered during work as directed by the Engineer. A one-ton batch shall contain:

- Sand…….(24%)……...458 lbs.
- 3/8" (1 cm) Aggregate……...(35%)……..... 667 lbs.
- ½" (1.5 cm) Aggregate…… (12%)…….. 229 lbs.
- ¾" (2 cm) Aggregate…….....(29%)…….. 553 lbs
- Asphalt viscosity grade **PG 70-10**…….. (4.9%)…….....93 lbs.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications and these Special Provisions. Bridge mix shall be placed without compaction effort. Care shall be taken to keep bottom of sub grade flat.

If applicable, **1 ½" Asphalt Concrete Leveling Course** shall be used at the direction of the Engineer as deemed necessary by field conditions. Leveling course shall be a minimum of 1 ½" in thickness and will be required when, in the opinion of the Engineer, the base paving is not suitable to provide adequate support for the finish course of paving.

Rolling equipment shall conform to the provisions of Subsection 302-5.6 of the Standard Specifications, except three-wheel rollers shall not be permitted and pneumatic rollers shall be used on base courses only. Rolling equipment on local roads shall be a minimum of one 8-ton, 2–axle tandem roller for each fifty (50) tons, or fraction thereof, of asphalt concrete placed per hour by each asphalt paver.

The Engineer will vary paving rates as necessary or require additional compaction equipment in order to insure adequate compaction of the hot mixture.

All locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, Contractor shall saw cut existing pavement to provide straight, neat lines and feather the new pavement to form smooth transition with the existing pavement.

Prior to the feathering process, the Contractor shall cold mill the existing pavement a minimum of five (5) feet (1500 mm) in width from the edge of gutter or from join lines as designated by the Engineer. Contractor shall remove all loose materials from site after cold milling. Asphalt joints shall be sealed with approved bituminous material.

Note: Contractor shall water test all streets for drainage and drivability prior to final approval and payment for the work, at no cost to the City.

Temporary striping: Lane line delineation shall be accomplished using reflectorized slurry tabs, and shall be placed after each paving operation. In accordance with the approved striping plan, twelve (12) inch wide reflectorized striping tape shall be used for stop bars and crosswalks. Said tape shall be removed from temporary surfaces prior to placement of additional asphalt. Temporary striping on cold milled surfaces shall be paint.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

The Contractor shall provide and maintain a walkway area with a minimum unobstructed width of four (4) feet (1,200 mm) for pedestrian traffic at all times, whenever possible. “SIDEWALK CLOSED AHEAD” signs shall be posted per the Engineer’s direction whenever sidewalk is closed for construction.

Concrete driveway approaches shall be constructed per City of Buena Park Standard Plan 213 and as modified if shown on the Plans. The Contractor shall provide secondary access to all businesses/residents during construction of driveway approaches. If not possible, the Contractor shall construct the approaches so as to maintain private property accessibility.

New wheelchair ramps shall be constructed per Caltrans Standard Plan A88A, unless otherwise noted on the project plans. All new ramps shall have a zero-inch (0”) lip of gutter at the ramp opening and a cast-in-place detectable warning surface 3’x4’ (blue in color). The PCC curb and gutter construction, which is related to the PCC wheelchair ramp construction, shall be considered as part of the wheelchair ramp.

Sidewalks, driveway approaches, curb ramps, and curb and gutter construction shall match existing adjacent improvements as nearly as possible.

Control joints for curb and gutter shall be 1/4" (6 mm) wide and shall be constructed 10' apart as directed by the Engineer.

Sub-grade preparation shall consist of cut or fill as is necessary to maintain specified concrete thickness at the grade established by the Engineer. Compaction of subgrade shall be as specified in Section 301 of the Standard Specifications.

Backfill material placed behind newly constructed curbs shall be topsoil in the upper twelve inches (12") (300 mm) to accommodate landscaping materials.

All concrete removal areas shall have new concrete improvements installed within three (3) calendar days from the date of the removal unless approved otherwise by the Engineer.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

The Contractor is responsible for the protection of the concrete work for the duration of the project and shall replace all damaged or destroyed concrete to the satisfaction of the engineer at no additional cost to the City.

Add Section 315 to the Standard Specifications:

SECTION 315 TRUNCATED DOME MAT

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Add Section 316 to the Standard Specifications:

SECTION 316 ACCESSIBLE RAMPS

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

All new accessible ramp construction shall be constructed to meet ADA and any applicable regulations, including transitioning beyond the accessible ramp limits to meet grade tolerance.

Contractor shall retrofit existing wheelchair ramps by grinding the concrete ramp flush with the gutter flowline.

Add Section 317 to the Standard Specifications:

SECTION 317 AESBESTOS AND LEAD REMOVAL

The City has obtained asbestos abatement report prepared by Forensic Analytical for the project. A copy of the report is attached to these specifications as Exhibit A. The work consists, in general, of the removal of all asbestos and lead containing materials from the project sites and includes, but is not limited to, project submittals, site preparation, asbestos and lead materials removal, containment, disposal, area clean up and agency clearance.

Prior to the proposed start of work, the Contractor shall submit the following information to the Engineer for review and approval. The Contractor shall not proceed until he has received approval of the requested information.

- Copy of all required State notifications.
- Copy of State or local license for waste hauler.

- Name and address of landfill where asbestos and lead containing waste materials are to be buried. Include contact person and telephone number.

- Chain-of-custody form and form of waste manifest proposed.
- Sample of disposal bag and any added labels to be used.

- Designated full time certified project supervisors resume.

- Copies of certificates from an EPA-approved AHERA abatement workers course for each worker as evidence that each asbestos abatement worker is accredited as required by AHERA regulation.

- Evidence that all workers have been trained, certified and accredited as required by State of California and by local code or regulation.

Upon completion of the work and disposal of the material of the material, submit copies of all manifests and disposal site receipts.

The abatement of asbestos and lead containing building materials from the subject buildings must meet all the laws, regulations, and standards included in state and federal documents. The Contractor shall bring to the attention of the Engineer any conflict between State and Federal requirements and the requirements of these specifications.

PART 4:

EXISTING IMPROVEMENTS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 4 of the Standard Specifications.

SECTION 402 UTILITIES

402-1 LOCATION

The location and existence of any underground utility or substructure, if provided, is for reference only. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both.

Prior to start of construction and not less than 48 hours, the Contractor shall notify the Underground Service Alert (USA) at (800) 227-2600. No compensation will be allowed for repairing of damage incurred by the Contractor to any utility.

For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

Within five (5) working days after the completion of the work, or phase of work, the Contractor shall remove all USA utility markings. Any surface damaged by the removal effort shall be repaired to its pre-construction condition or better.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq*. requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____ _____
("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

Any portions of curb, gutter, sidewalk or any other City and/or private improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his/her or her Bid.

402-3 REMOVAL

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and native/non-native obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work. The remaining portion of an existing Utility which is left in place shall be properly abandoned, accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

SECTION 404 COLD MILLING

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the plans and in accordance with these Special Provisions. The milling of asphalt concrete will only be permitted to take place immediately prior to paving.

It is anticipated, due to the large amounts of milling to be performed, that traffic will be transferred onto milled surfaces for short intervals prior to placement of the asphalt concrete. The milled surfaces to receive traffic must have an approved satisfactory driving surface before traffic will be allowed to resume use. Abrupt changes in surface elevation of greater than 3/8 inch (10 mm) will not be allowed. Therefore, where milling depths as shown on the plans exceed 3/8 inch (10 mm) in depth, a tapered mill perpendicular to the direction of travel, at the rate of one 1 inch (25 mm) per five (5) feet (1500 mm), shall be required until the specified depth of mill is reached.

Abrupt changes in the pavement surface elevation in the longitudinal direction (parallel to the direction of travel) shall not be allowed. A minimum of three (3) foot (900 mm) transition is required for longitudinal grade differences over 3/8 inch (10 mm).

Upon completion of milling operations, the Contractor shall place hot mix AC to reduce the lip

where wheelchair access ramps are located to assist use by handicapped persons. The hot mix will then be removed no sooner than 24 hours prior to paving.

Both the perpendicular and parallel temporary taper transition may be achieved by over milling outside of the specified full depth mill limits or by using a full depth mill inside the specified full depth mill limits followed by a temporary asphalt concrete ramp. The temporary asphalt concrete ramp must be removed just prior to the actual asphalt concrete base course placement. Adherence to all of the preceding temporary pavement surface maintenance requirements shall be absorbed into the unit costs for the various mills. No additional compensation will be allowed.

Milled asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface milled irrespective of the number of passes required.

All milled material shall become the property of the Contractor.

PART 5:

PIPELINE SYSTEM REHABILITATION

Unless otherwise noted, the provisions below shall supplement but not replace those provisions in Part 5 of the Standard Specifications.

SECTION 500 PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1 GENERAL

The Contractor shall field verify pipe diameter at the maintenance holes and lengths prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between information obtained in the field and existing plans.

A Contractor licensed by the manufacturer/owner of the process shall perform installation of the sewer lining. Bidders are required to submit copies of such licenses with their bids. A bidder's failure to do so shall render their bid non-responsive.

Bidders shall provide proof of meeting the requirements for chemical resistance and physical testing of the above selected liner system along with their bid.

Minimum pipe liner wall thickness: The minimum finished liner thickness shall conform to Table 500-1.1.1.a below:

Table 500-1.1.1.a

Host Pipe Diameter (inches)	6	8	12
Standard Dimension Ratio (SDR)	32.5	32.5	35
Liner Thickness (inches)	0.185	0.246	0.342

If the pipe liner process requires a thicker SDR for the site, or existing pipeline condition designed with a 2 to 1 safety factor the contractor shall provide the thicker pipe required.

CIPP designs shall use a minimum of 15% extra thickness to compensate for resin migration/seal factor to fill joints, cracked or deteriorated pipelines unless a higher % is noted on the plans or special provisions to fill cracked or detracted pipelines

500-2 SUBMITTALS

Submittals Required With The Bid:

Working Knowledge of the Scope of the Project, Submittal:

Name of person that inspected the job site and reviewed the CCTV video and log sheets (if available).

Manufacturers Material Certification, Submittal:

1. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the selected lining materials proposed.

2. Certification from manufacturer that the formulation has not changed since the chemical resistance testing was completed.

Product Trade Name, Submittal:

Submit the trade name of the selected process to complete this project.

Product Manufacturer, Submittal:

Submit copy of the manufacturer's literature, material data sheets, and installation procedures.

Manufactured flattened or folded, plastic pipe liner supplier shall provide the pipe manufacturers company name, address, date of inspection, and, names of GREENBOOK committee review team that reviewed the quality control procedures and inspected the manufacturing facilities.

Submittals due at the pre-construction meeting

Cured-in-Place Material, Submittal:

A copy of an infrared spectrum analyses chart for the vinyl ester or epoxy resin proposed. This will be used to match field sample test results from each installation.

1. Submittals required before each installation of pipe

Factory manufactured PVC pipe, Submittal:

Test results on each coil of pipe shall include all required testing results per the following GREENBOOK sections:

1. Folded and Re-Formed plastic pipe liner 500-1.10.2 (c) or 500-1.10.3 (c)

Cured-in-Place Pipe, Submittals:

1. Manufacturers certification and test results that manufactured Cured-in-Place felt tubes meet the requirements of ASTM F1216-93 and meet the minimum strength requirements of ASTM D5035-95
2. Manufacturers certification and test results that the vinyl ester or epoxy resin meet the physical requirements of the GREENBOOK table 500-1.1.4.2
3. The calculations for the quantity of resin required for each wet out shall be submitted and approved by the Engineer prior to wetting out the liner.
4. A copy of the wet out log sheet, including the date, and the wet out supervisor s name. This wet out log shall be certified by a registered California Engineer.

Samples for testing required at the end of each installation

1. A restrained test sample per specifications

Material Test Results required 30 days after installation

Material test results from installation restrained test samples to verify compliance with the values specified.

500-4 PIPELINE POINT REPAIR AND/OR REPLACEMENT

500-4.3 Sewer Bypassing and Dewatering: Additional work to repair any damage to the pipe lining system caused by failure of the bypassing system shall be the Contractor's responsibility

500-5 LINING

500-5.5 Cured-In-Place Pipe (CIPP) Liner

500-5.5.1 General: The Contractor shall obtain a permit from the wastewater treatment agency for the curing water. Permit for discharging curing water shall be obtained by the Contractor from the Industrial Waste Division. The curing water must be cooled to meet the discharge agencies' standards before releasing the flow.

500-5.5.2 Material Composition and Testing: The side of the liner exposed to the sewer flow after inversion is completed shall have a layer of polyurethane bonded to it, with a minimum thickness of 0.01-inch and shall be pinhole free. All seams and patches in the polyurethane coating shall be inspected under a black light. The tube shall be put under a vacuum at the factory and submerged in a die bath to verify that it is pinhole free.

The felt tube shall be continuous and of sufficient length to extend the entire reach (from entry to end or exit point) to be rehabilitated. No joints or laps will be permitted between maintenance

holes.

The factory test results for each batch of resin shall be submitted to the engineer before installation.

(Replace the last paragraph with the following.):

Testing of the installed CIPP liner is required for this project.

1. One 2-foot long sample shall be cut from each section of the pipe liner that has been inserted through a same diameter pipe mold, at the downstream and any intermediate maintenance holes in accordance with ASTM F 1216 Sections 8.1.1 and 8.1.2. A minimum of one sample shall be taken for each installation of pipe liner. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter and written verification by the onsite inspector.

2. The sample shall be checked by the inspector using ASTM D 2122-90 #7 to verify the minimum water way wall thickness specified in table 500-1 .1.1. (A)

Each sample shall be submitted by the Engineer to an independent testing laboratory for Infrared spectrum analysis comparison testing. This test result will be compared against the infrared spectrum analyses chart submitted at the pre construction conference to verify that a vinyl ester or epoxy resin was installed. All costs for this testing shall be paid for by the Contractor and included in the bid price. (Test lab Harlan & Assoc. 11

3. Duboise Ave. San Francisco, CA 94103-1228 (415) 621-7245 or other lab approved by the Engineer).

4. The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the Engineer. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.5.2.

5. Resin cure quality shall be tested per ASTM F1216 a D 903 delamination test shall be preformed for each inversion.

6. All costs for the above testing shall be paid for by the Contractor and included in the bid price.

7. Test results are due within 30 calendar days from the date the samples were taken. The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.5.8 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.5.4 Chemical Resistance Testing: Proof of meeting these requirements shall be submitted with the Contractor's bid.

500-5.5.5 Installation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage, stretching during installation and loss of resin through cracks and irregularities in the host pipe.

The calculations for the quantity of resin required shall be submitted and approved by the engineer prior to wetting out the liner. A roller system shall be used to uniformly distribute the resin throughout the tube. The gap in the rollers shall be verified every 50 feet.

The Contractor shall use either an end-stop or hold-back mechanism to prevent the felt tube from extending into conduits that are not to be rehabilitated.

500-5.5.6 Curing: The heat source shall be fitted with monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated liner and the existing pipe invert at the remote maintenance hole to determine the temperature during cure.

The time required to cure is a function of the pipeline section diameter and length and shall be determined by the Contractor in accordance with the lining manufacturer's instructions. The Contractor shall be responsible for determining when curing has been accomplished to meet the specified properties. Care shall be taken during the elevated curing temperatures so as not to over stress the fiber felt liner.

The cured liner shall have a smooth finish inside. Any roughness that may affect the hydraulic conditions shall be removed by sanding or trimming the "fins" or folds. The Contractor may either apply a sealant compatible with the material to areas where sanding has taken place or reline from maintenance hole to maintenance hole as approved by the Engineer.

500-5.5.7 End Seals: After installation the ends of the liner shall be cut off at the maintenance hole. The cuts shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole over 2 inches.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-5.10 Folded and Re-Formed PVC Pipe Liner

Subsection 500-5.10.2 (c)- Material and Equipment Acceptance (add to the end of second paragraph):

The factory test results for each coil of pipe shall be submitted to the Engineer before installation.

Subsection 500-5.11.5 - Chemical Resistance and Physical Testing (modify the last sentence of the paragraph as follows):

Proof of meeting these requirements shall be submitted with the Contractor's bid.

Subsection 500-5.10.3(f) - Installation and Field Inspection (replace the last paragraph with the following):

Testing of the installed PVC liner is required for this project.

1. Before installation the pipe coils shall be checked by the Engineer using ASTM D 2122-90 #7 to verify compliance with the minimum wall thickness in table 500-5.1.1. (A).

2. Before each installation the Contractor shall measure the OD of the liner pipe and the ID of the host pipe to verify that the liner will fit tightly and is not too small or to large.

3. One 2-foot long sample shall be cut from a section of the pipe liner that has been inserted through a same diameter pipe mold, at the upstream, downstream, intermediate, or above ground maintenance hole. One sample shall be taken for each 1,200 feet or fraction thereof of pipe with a minimum of two (2) samples. The sampling location(s) shall be designated by the Engineer. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter, and written verification by the onsite inspector.

4. The physical properties of the installed PVC liner shall be verified through field sampling and laboratory testing as approved by the engineer. The samples shall be submitted to a testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.10.2 (B) or 500-5.10.3. (B)

5. Pipe quality shall be verified through testing per ASTM F 1504 an F 1057 heat reversion test shall be performed on each test sample.

6. All costs for testing shall be paid for by the Contractor and included in the bid price.

7. Test results are due within 30 calendar days from the date the samples were taken. The contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.10.9 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.10.4 End Seals: After installation, the liner shall be cut off in the maintenance hole. The cut shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole. The contractor shall cut off the liner as close to flush with the maintenance hole as possible.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-8 SERVICE CONNECTION RE-ESTABLISHMENT

Protruding laterals: The Contractor shall assume that there are no protruding laterals unless it is noted in the special provisions, CCTV video or log sheets made available to the Contractor before the bid opening. Prior to insertion of the liner, the contractor shall cut off interfering identified protruding laterals as close to the flush with the pipe interior as practicable.

The Contractor shall pay for all costs for required point repairs or excavation made for the service connections that are found plugged by the rehabilitation process.

To prevent maintenance problems such as roots, infiltration, exfiltration, or loss of backfill material into the newly lined pipe, all plugged service connections identified in the prelining videotape shall not be opened unless specifically directed by the engineer in the special provisions.

The lateral opening cuts shall conform to the shape and size of the inside diameter of the existing

service connection.

All final lateral cuts shall be finished off with a wire brush to remove chips, strings, and curlicues to provide a smooth opening.

Service connections shall not be made until the liner pipe has stabilized. The use of mechanical restraining devices (such as red heads) that will restrict the pipe from completely stabilizing will not be allowed.

Lateral cut coupons shall be trapped and removed at the downstream manhole after the laterals have been opened. The Engineer will deduct up to fifty dollars for each lateral cut coupon two inches or larger left inside the sewer system.

Visible gaps 1/8 of an inch or larger between the outside liner waterway and the host pipe at the cut service connection will be sealed at the contractor's expense using the following service connection sealing methods:

Method 1: Shore and excavate to expose the connection, use approved sealant to caulk the circumference of rehabilitation pipe to host pipe joint, seal the service connection to the host pipe with acid-resistant epoxy/resin mortar and backfill. The epoxy/resin material shall have proof of having passed the same chemical resistance test as the pipe liner materials.

Method 2: Robotic-access repair. Isolate the service connection to prevent unintended migration of grout. Pressure injects grout to seal the connection, annulus, broken joints, cracks, and etcetera. A resin or Grout mix: Portland cement, fly ash, water reducer and plasticizers to yield 2,000-psi compressive strength at 28 days. Pressure injects grout until 0.25 cu. ft. is injected for pipe 12 inches or less and a gage measured at the service connection is maintained for five minutes without grout take. If the grout isolation system fails or is ineffective, use Method 1 to seal all remaining connections. Remove errant grout that restricts full, laminar flow from the service connection or pipe liner.

If the end of the liner pipe in the maintenance hole shrinks back inside the pipe during the warranty period the pipeline shall be re-televised by the Contractor. Any service laterals connections that have slipped or are offset shall be repaired by ether method 1 or 2 specified above as approved by the Engineer. No extra compensation shall be paid for this.

1. Sanitation Facilities
   A clean portable unisex sanitation facility with a light shall be provided at each of the CCTV, cleaning, lining, and lateral cutting job sites for use by the Contractors crews, City Inspector, and Engineer.

2. Bypass pumping
   Bypass pumps sized to adequately handle the flow and hoses shall be set up for every run. The bypass shall be set up and run prior to the pre-lining CCTV inspection and continued throughout the entire lining process, lateral cutting, and not shut down until after the post-lining CCTV inspection is completed.

   A spare pump of equal size and power to the one required to adequately handle the flow and extra fuel to operate eight hours shall be onsite as a backup for every bypass to prevent a sewer spill.

3. Air testing of the installed Liner.

   After the liner is installed and before the laterals are cut the installed liner pipe shall be air pressure tested per GREENBOOK Section 306-7.8. The air pressure shall be stabilized at 5-psi gauge pressure. The pressure shall be held for a time specified in Table 306-7.8.2.4 to the pipeline length with 0 feet house connections. The pressure shall not drop to less than 4-psi gauge pressure after testing to the time specified.

   If the time lapse is less than shown in the table, the Contractor shall make the necessary corrections to the liner pipe to reduce the leakage to acceptable limits and retest.

Add Section 500-13 to the Standard Specifications:

500-13 HANDLING

The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated felt tube liner shall be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect all materials and procedures. The Contractor shall pay all inspection costs required for this wet out process and shall include this cost in the bid price.

SECTION 502 MANHOLE AND STRUCTURE REHABILITATION

Manhole lining material shall be of the type and kind approved by the Orange County Sanitation District (OCSD) and shall comply with Section 500 of the Standard Specifications for Public Works Construction "GREENBOOK" and its Supplements, 2021 or latest edition, and need to be approved by the City Engineer, and these Special Provisions.

Epoxy Lining System in compliance with Section 500-5.4 shall be used

Resurfacing of all uneven surfaces to a smooth finish shall be completed in accordance with Subsection 502-4 Repair Resurfacing and Active Infiltration, prior to application of the lining system.

502-2 SUBMITTALS

Submittals Required With The Bid:

1. **Working Knowledge of the Scope of the Project, Submittal:** Name of person that inspected the job site and the condition of the maintenance manholes to have lining repairs.

2. **Manufacturers Material Certification, Submittal:**

   a. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the lining materials proposed.

   b. Copy from the liner material manufacturer's certifying that the formulation of the liner has not changed since the lining material was

tested per the current version of the (Pickle Jar Test) 210-2.3.3.

3. **Product Trade Name, Submittal:** Submit the trade name of the process, or process proposed to complete this project.

4. **Product Manufacturer, Submittal**: Copy of the manufacturer's literature, material data sheets, and installation procedures.

5. **Protective Lining Material Suppliers 5 Year Warranty, Submittal:** A copy of the protective lining material manufacturers written 5 year protective lining material warrantee complying with the Warranty Section of these Special Provisions.

6. **Protective Lining Contractors 5 Year Workmanship Warranty, Submittal:** A copy of the Contractors written 5 year protective lining installation workmanship warranty complying with the Warranty Section of these Special Provisions.

7. **Reference Submittal:** County Sanitation District approval letter, Reference List and approval letters of other "major" agencies who have used and approved the product.

8. **Workers' Compensation Experience:** Submit your Workers' Compensation Rating Form from the WCIRB California.

502-3 CLEANING, SURFACE PREPARATION AND INSPECTION

Surface preparation shall be provided for the interior of every manhole where lining repair is needed, including shaft.

Repairs with rapid setting repair mortars compatible with liner shall be provided for the interior of every manhole including shaft, prior to the manhole being lined. Contractor shall apply epoxy coating 16" below the top of the sewer manhole.

1. Repair method for interface of Epoxy & Epoxy or Epoxy & Polyurethane:

Contractor shall provide 4" overlap at repair interface. The overlap is included in the 16" epoxy coating.

2. Channel and Shelf/Bench Rebuilding

Concrete channel and shelf areas shall be brought back to their original dimensions using cement mortar. Shelves or benches shall be finished with a hand trowel to provide a smooth and uniform width channel.

3. Channel and Shelf Spray Applied Coating

After the manhole wall lining is completed the shelves shall be coated with epoxy lining system, per applicable section 502-5.4, from the bottom six inches of the manhole wall lining to the top of the channel. The minimum thickness shall be 125 mils. All exposed concrete above the low flow

line shall be covered. The coating thickness shall be verified during installation by use of a wet mill gauge.

4. Water Tightness before Lining

After surface preparation and prior to concrete repair, the Contractor shall stop all active leaks in the existing structure. The method of stopping these leaks shall be by injection of chemical grout as approved by the Engineer. Chemical grout shall be 3M 5610 or equal. All grouting will be performed in accordance with NASSCO Specifications, (Refer to 10th edition, 2000 NASSCO Specification on manhole sealing, page 216, Section 3). Grouting if required by the Engineer shall be paid for on a time and material basis.

5. Finished Diameter of the Maintenance Hole

The finished inside diameter of the manhole shall be not less than 1 inch of the original inside diameter of the Maintenance Hole to preserve the maximum working area for maintenance equipment and worker safety.

6. Final Inspection Spark Testing

The finished Protective liners will be 100% spark tested for pinholes with a spark tester set at minimum of 15,000 volts. All areas in question shall be marked and patched. These patched areas shall be retested with the spark tester set at 15,000 volts.

Add Sections 503 to the Standard Specifications:

SECTION 503 COMPOSITE UTILITY ACCESS FRAMES AND COVERS

Composite utility access cover and frames shall be manufactured in the United States of America. Composite utility access covers and frames shall consist of a fiber reinforced polymer (FRP) matrix consisting of between 45% to 70% fiber reinforcement by weights. Fiber reinforcement shall consist of fiberglass, carbon, aramid, basalt and/or hybrid chemical composition. The finished product will inherently feature strength to weight ratio of 750:1. All products shall be audited by an Independent Third Party.

Composite utility access covers and frames must be of a weight that is safe for one individual to handle. Covers and frames must also contain a surface feature that facilitates easy removal and product handling. Covers should also contain a locking feature or mechanism that retains the cover to the frame. Composite utility access covers and frames will be tested to ASTM Standard C1028 – finished products will feature a skid slip ratio of 0.6 in both wet and dry applications. Product shall meet AASHTO M306-05 H-20 & H-25 EN 124 D400 load rating.

Frames and covers shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface. Manhole lining repairs and spark testing shall be done for the existing lined manholes where specified in the bid items. Contractor shall dispose of the removed access frames and covers and debris from removal.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12” Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PRODUCTS:

1. GMI Composite Cover, 2600 Series Frame and Cover, with TwistLIFT Lock manufactured by Titus Industrial Group, Inc.
2. Or approved equal. Any substitutes shall be approved by the Engineer.

Add Section 504 to the Standard Specifications:

SECTION 504 SEWER MANHOLE FRAME AND COVER

Replacement of sewer manhole covers shall comply with City of Buena Park Standards STD-505 and STD-510.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After the frame has been removed from the top of each structure, it shall be cleaned to provide a suitable foundation for the new liner material. The existing frames and covers shall remain the property of the City of Buena Park.
Frames shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12” Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PART 6:

TEMPORARY TRAFFIC CONTROL

Unless otherwise noted, the provisions below shall supplement those provisions in Part 6 of the Standard Specifications.

SECTION 600 ACCESS

600-1 GENERAL

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of all modes of transportation until the Work called for in the Contract Documents and as directed by the Engineer is complete.

Access to properties shall be maintained at all times during construction. **Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12" minimum width) shall be installed as approved by the Engineer.**

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2 TEMPORARY TRAFFIC CONTROL PLAN (IF APPLICABLE)

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan ("TCP") for all phases of construction for review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices ("MUTCD"), the latest edition of Caltrans Standard Specifications and the latest edition of Caltrans Standard Plans and must be approved by the Engineer before construction. The TCP shall be prepared under the supervision of and signed and stamped by a California-registered Professional Civil Engineer or a Traffic Engineer, as determined by the Engineer.

The TCP shall be drawn to a 1-inch = 40 feet scale on either 11 x 17 inches or 24 x 36 inches plan sheets as dictated by the length of the Work. The TCP shall cover signing, flagging, detour, geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

For construction in the vicinity of a school, the Contractor shall contact the School District, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the appropriate school district(s) on routes serving the school for student arrivals and departures are not impacted

between one (1) hour before and one-half (1/2) hour after the school day start time and one (1) hour before or one-half 1/2) hour after school day end time.

Add Subsection 601-2.3 to the Standard Specifications:

601-2.3 Work Area Traffic Control:

Lane closures shall conform to the requirements of the Work Area Traffic Control Handbook (WATCH Manual) and the traffic control plans for the project. At the close of each working day access to private property and cross streets shall be provided. All signs shall conform to and be placed in accordance with current City, State Standards and approved traffic control plans and as directed by the Engineer. Delineators shall be single column 42" plastic type with reflective sleeves. Barricades shall have flashers.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

When entering or leaving streets, the Contractor's equipment, whether empty or loaded, shall in all cases yield to traffic.

Flagmen and guards, while on duty and assigned to give warning to the public that an area is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment by the Contractor in accordance with the current "Instructions to Flagmen," contained in the State of California, Department of Transportation, Traffic Manual. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's own expense. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways."

Contractor shall provide solar-powered battery, sequential arrow boards for all lane closures per the traffic control plan of this contract.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the motoring public within the limits of the construction area. If any traffic control facilities are damaged, displaced or are not in an upright position from a cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the street, all in accordance with the provisions of the Vehicle Code and the current State of California Manual on Uniform Traffic Control Devices (MUTCD). Covering of signs and signal heads shall be accomplished by using burlap sacks only; no taping will be allowed. The base material of construction area signs shall not be plywood.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The length of taper for each lane width of closure shall be per the California Work Area Traffic Control Handbook (WATCH) manual.

Upon completing each phase, the Contractor shall immediately remove all temporary devices associated with the traffic control from the job site while restoring all pre-existing devices to their original condition.

The Engineer shall have the authority to order field changes for alleviating potentially hazardous and/or traffic congestion-causing conditions, at no cost to the City.

PART 7:

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 7 of the Standard Specifications.

SECTION 701 CONSTRUCTION

701-4 DAMAGE TO EXISTING SYSTEMS

The Contractor is to take special note of existing traffic signal detectors, conduits, pull boxes and other electrical facilities that are located in the proposed construction areas.

The Contractor shall ascertain the exact location and depth of existing detectors, conduits, pull boxes and other electrical facilities before using any tools or equipment that may damage or interfere with such facilities. The Contractor will be held responsible for any damage to the facilities and claims related to damage caused by his operations. Said costs and/or claims will be deducted from any moneys due to or to become due to the Contractor.

The cost of any temporary systems, which becomes necessary due to damage of existing

facilities or the convenience of the Contractor, shall be at the Contractor's expense and no compensation will be allowed therefore.

Add Subsection 701-17.6.7 to the Standard Specifications:

701-17.6.7 DETECTORS

All limit line detector loops shall be able to detect the Reference Bicycle Rider (RBR) per the requirements of Revision 3 to the 2014 (or Latest Edition) California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 4D.105(CA).

Limit line detector loops shall be Caltrans Type D per Caltrans 2018 (or Latest Edition) Standard Plan ES-5B. All other detector loops shall be Caltrans Type E per Caltrans 2015 (or Latest Edition) Standard Plan ES-5B. Installation of all detector loops shall be per Caltrans 2015 (or Latest Edition) Standard Plan ES-5A and ES-5B.

Prior to project acceptance, all loops shall be megger-tested from the controller cabinet to verify continuity of all splices as well as inductance of loops. Continuity tests and reading shall be documented and witnessed by the City Traffic Engineer or their representative. Bicycle loops

shall be tested to detect the RBR with 95% accuracy within a 6 foot by 6 foot limit line detection zone. This RBR testing shall require the Contractor to provide a bicycle and rider matching the definition of the RBR. Full compensation for testing costs shall be considered as included in the contract bid prices for various items of work, and no additional compensation will be allowed.

For reference, Revision 3 to the 2014 (or Latest Edition) CA MUTCD defines the Reference Bicycle Rider as: “a minimum 4 feet tall person, weighing minimum 90 lb, riding on an unmodified minimum 16 inch wheel bicycle with a non-ferromagnetic frame, non-ferromagnetic fork and cranks, aluminum rims, stainless steel spokes, and headlight.”

PART 8:

LANDSCAPING AND IRRIGATION

Unless otherwise noted, the provisions below shall supplement those provisions in Part 8 of the Standard Specifications.

SECTION 800 MATERIALS

Add Section 800-1.6 to the Standard Specifications:

800-1.6 Root Barrier

Where tree roots have been cut to repair curb and gutter, root barrier systems shall be installed where indicated on the plans at the discretion of the Engineer in accordance with the Orange County Public Works Standard Plan 1708.

These root barrier systems shall be constructed/ installed per manufacturer’s brochures/plans as approved in place by the Engineer or his designee prior to covering each site and replacing soil, landscaping irrigation, grass, etc.

REQUEST FOR PROPOSAL (RFP)

FOR

ON-CALL EMERGENCY WATER REPAIR SERVICES

SUBMITTAL DATE:

June 16, 2025

Mike Prlich and Sons, Inc.

5103 Elton Street

Baldwin Park, CA 91706

Tel: (626) 813-1700

Fax: (626) 813-1770

Mike Prlich and Sons, Inc.
5103 Elton Street
Baldwin Park, CA 91706
Tel: (626) 813-1700
Fax: (626) 813-1770

LETTER PROPOSAL
June 16, 2025 **COVER LETTER** **CONFIDENTIAL**

City of Buena Park

Re: RFP – ON-CALL EMERGENCY WATER REPAIR SERVICES

Dear Sirs/Madam,

Mike Prlich and Sons, Inc. (MPS) is a California corporation. MPS adheres to all federal laws and regulations and in the case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to. MPS will allow the City of Buena Park and all authorized government authority officials access to place of work, books, documents papers fiscal, payroll materials and other relevant records pertinent to this project upon request. All relevant records will be retained for a minimum of three years. MPS maintains an A License with the State of California, A-760474.

MPS does not discriminate against any employee. MPS complies with the California Labor Code regarding prevailing wage and safety. MPS is registered with the Department of Industrial relations (DIR) as are all subcontractors who may be utilized to perform the scope of work per this bid.

Mike Prlich and Sons, Inc is submitting this bid as a "primary firm" providing services with support from subcontractors. Per the following documentation (MPS) is providing a list of key personnel and acknowledges that any changes to the team members requires written approval from the City of Buena Park.

The following people have the authority to make decisions for Mike Prlich and Sons, Inc.:

Michael A. Prlich	(213) 200-6246	map@mikeprlichandsons.com
Tom Vukojevic	(213) 813-1700	tomv@mikeprlichandsons.com
Lance Laven	(626) 826-9186	lance@mikeprlichandsons.com
John Milosevich	(213) 761-0504	NA
Rene Maldonado	(626) 213-8899	NA

Sincerely,

Michael A. Prlich
President

Mike Prlich and Sons, Inc.
5103 Elton Street
Baldwin Park, CA 91706
Tel: (626) 813-1700
Fax: (626) 813-1770

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1. SCOPE OF WORK

MPS is a qualified company to provide emergency services for the City of Buena Park. We have been providing On-Call Emergency Services for various agencies since 1954.

Currently we are a preferred on-call contractor for emergency construction repairs for the following agencies.

City of Anaheim
City Buena Park
City of Culver City
City of Los Angeles
Los Angeles Couty Department of Public Works
Los Angeles County Sanitation District
City of Newport Beach
South Coast Water District
Long Beach Utilities
San Bernadino Municipal Water District
City of Santa Ana

Located in Baldwin Park, MPS is a third-generation company which specializes in addressing urgent water line issues like replacement of water line valves and meters, sinkholes, or burst pipes repair. We provide swift and reliable solutions to mitigate damage and restore functionality in a timely manner. Our company understands the urgency of water line repairs and makes every effort to work with all agencies to keep projects moving forward. MPS maintains a current fleet of approximately 60 pieces of equipment including all shoring, bypasses, pumping, traffic control, dump trucks, steel plates, and construction equipment to tackle any size emergency. We are a one stop shop equipped to handle sewer emergencies with inhouse employees and equipment

Staffing- we have adequate staffing and depth to our company to provide 24 hour round the clock service. We maintain accounts with all local venders to supply materials to expedite emergency repairs. All our accounts are in good standing. We have staff to comply with certified payroll and safety requirements. We are a union shop.

Experience- Established in 1954 we have experience in all facets of water repair work from design to new installation to rehabilitation. Currently half of our volume of work is related to emergency work. Our experience includes- excavation, dirt disposal, traffic control, bypassing, shoring, dewatering, and paving. To date we have installed or repaired over 3 million feet of pipeline.

Specialty equipment- we have 4 each Hydo-Vactor Combo Trucks to assist with emergency work including hydro excavation.

Field Personnel- we have approximately 50 field personnel on staff to assist with any sewer emergency including 8 foreman, 2 superintendents, 4 project managers, and 1 licensed engineer.

2. CONTRACTOR REPRESENTATIVE

The following is the list of Contractor's representation in order of contact- each person can be contacted during non-working hours

1. John Milosevich Emergecy Work Coordinator
2. Lance Laven General Manager MPS
3. Tom Vukojevich Operations MPS
4. Michael Prlich President MPS

3. LOCAL STAFFING LIST

Michael A. Prlich is the experienced senior individual and director responsible for delivery of services. In addition, the following list of key project personnel employed Mike Prlich & Sons, Inc. are also capable of acting on the company's behalf:

Project Management

1.	Mike Prlich	Owner/Superintendent	33 years
2.	Lance Laven	General Manager	20 years
3.	Evan Casaus	Project Manager	10 years
4.	Tom Vukojevich	Operations	20 years
5	Vanraj Patel	Project Manager	10 years
6.	John Milosevich	On-Call Supervisor	35 years

Field Supervisión

1.	Javier Corona	Superintendent	34 years
2	Rene Maldonado	Foreman	24 years
3.	Steven Newton	Foreman	20 years
4.	Jessie Galvez	Foreman	12 years

SUPERINTENDENTS

Javier Corona – Superintendent-worked for T.L. Pavlich Construction Inc., Spinello Companies and Mladen Buntich for combined 30 years. Mr. Corona joined the MPS, Inc. group in 2016. Has completed various types of projects including waterlines, sewers, storm drains, grading, slip lining, etc. Has managed jobs for our following Clients: City of Los Angeles, Orange County Sanitation District, Los Angeles County Sanitation District, and City of Long Beach. Mr. Corona maintains his membership in the Operating Engineers Union.

FOREMAN

John Milosevich – Worked for Mike Prlich & Sons, Inc. for 27 years – 1998 to Present

Certified as a Qualified SWPPP Practitioner (QSP, #23263) and a Certified Erosion, Sediment and Storm Water Inspector (CSSWI, #3044).

- Falcon Construction (South Pasadena, CA) – Oct. 1982 – 1999: Operating Engineer / Foreman
- Colich Construction (Gardena, CA) 1979-1982: Operating Engineer

Steve Newton – Worked for Mike Prlich & Sons, Inc. for 21 years – 2003 to Present

Rene Maldonado – Worked for Mike Prlich & Sons, Inc. for 11 years – 2014 to Present

Jesse Galvez – Worked for Mike Prlich & Sons, Inc. for 2 years – 2023 to Present

4. SUBCONTRACTORS

Subcontractor Relationships

Mike Prlich & Sons, Inc. utilizes **Pipe Tec Inc**., a company owned by Michael Prlich for Vactor truck services and hydro excavation.

In addition, Mike Prlich and Sons, Inc. has developed relationships within the industries over the past 30 years with several Structural Contractors which build vaults for housing various sized water pumps and valves and other miscellaneous concrete structures; multiple Pipe Suppliers for water pipe and utility conduit. We utilize Professional Engineers to provide Structural Details, Shoring Plans and Traffic Control Plans. Also, we have a working relationship with several Professional Surveyors for laying out job sites, pipelines and various structures;

(MPS) has working relationships with asphalt and concrete flatwork subcontractors capable of performing larger street restoration; Electrical subcontractors for traffic signal loop restoration; and various subcontractors.

5. ADVANCED NOTICE REQUIREMENTS

Mike Prlich and Sons, Inc. understands the scope of work for the RFP in its entirety. Briefly, the work includes providing men, material, equipment, and expertise to complete any on-call sewer construction services throughout the jurisdiction of the City of Buena Park. Mike Prlich and Sons, Inc. understands the completion of the specific work may require 24-hour manning and management of the operation and we can respond to any job site within (6) hours of notification.

Mobilization efforts are initiated promptly by Key Personnel to line up labor, equipment, materials, and subcontractors for the given emergency. The project supervision has the authority to direct the deployment of resources to meet the needs of an emergency.

Mike Prlich and Sons, Inc. anticipate that City will provide a location for repair. MPS assumes all work will be performed under WATCH manual traffic control. If required MPS can provide engineered traffic drawings by Traffic Control Engineering, Inc. or other similar vendors at the direction of the City.

6. EVIDENCE

Mike Prlich and Sons, Inc. and a 40 year plus industry employee in underground utilities construction. He has the skills to attack any project timely and has key personnel with phones available on a 24-hour basis. We also have experience in trenchless applications such as pipe bursting, pilot tube installation, and directional drilling. We are a self-sufficient company in all areas of utility work and have company depth to tackle any job described in the Request for Proposal.

Mike Prlich and Sons, Inc. has a proven track record of timely responses and rapid repairs to existing facilities for numerous emergency projects with several local agencies in Southern California. The response time excluding travel is always less than 1 hour, and typically within 10-minutes plus travel time. As provided, the direct cell phone numbers are listed for all key personnel directly authorized to respond to any given emergency. These numbers can be used 24 hours per day, in addition to the Office Phone number during regular working hours.

7. REFERENCES

Project: On-Call Services Agreement
Owner: San Bernardino Municipal Water District
Contact Information: Richard Hyle 909-659-6582
Total Value: $ 3,000,000.00
Completion Date: On-Going
Description: emergency repair of various pipes and structures for sewer and water systems.

Project: On-Call Emergency or Immediate Construction and Maintenance Services
Owner: South Coast Water District
Contact Information: Megan Geer – 949-499-4555 ext.3134
Total Value: $100,000/fy
Completion Date: On-Going
Description: Maintenance and Repair of all District Facilities

Project: Emergency On-Call Geotechnical/Structural Construction Service
Owner: City of Los Angeles
Contact Information: Patrick Schmidt 213-847-0492
Total Value: 500,000/per C.O.
Completion On-Going (2024-2029)
Description: In addition to/ construction of bulkheads, retaining walls, slope stabilization, street repair, traffic control. Sidewalk and curb ramps, other public work construction per City Standard Plans

Project: City of Los Angeles – Emergency Sewer/Storm Drain Response
Owner: City of Los Angeles
Contact Information: Bill Benson – Chief Construction Inspector 213-440-9138
Total Value: 3 million plus
Completion Date: On-Going (2023-2028)
Description: As needed emergency – Sewer & Storm Drains

Project: Long Beach Utilities – On-Call Services for Emergency Sewer and Water Repair
Owner: City of Long Beach
Contact Information: Chris Pincherli, 562.843.6341
Total Value: 5 million plus
Completion Date: On-Going (2023-2028)
Description: As needed emergency – Water and Sewer system repair

8. BID QUESTIONAIRE:

SEE ATTACHED

BID QUESTIONAIRE

Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? **NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

   ☐ Yes ☒ No

   If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet rules on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

   ☐ Yes ☒ No

   If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contactor, in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet rules on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

   ☐ Yes ☒ No

   If "yes," attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

   WEEKLY

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: **NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

   Current year: .79
   Previous year: .69
   Year prior to previous year: .67

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

   ☐ Yes ☑ No

   If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one occasion during that last five years in which your firm was required to pay either back wages or penalties for own firm's failure to comply with the **state's** prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

   ☐ Yes ☒ No

   If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of the back wages and penalties that you were required to pay.

8. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

   ☐ Yes ☒ No

   If "yes," attach a separate signed page or pages, describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of the back wages you were required to pay along with the amount of any penalty paid.

9. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? NOTE: You may omit reference to any incident that occurred prior to January 1, 2014, if the violation was by a subcontractor's violation at the time they occurred.

   ☐ Yes ☒ No

   If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

9. FEE SCHEDULE:

SEE ATTACHED

City of Buena Park
ON-CALL EMERGENCY WATER REPAIR SERVICES
Mike Prlich and Sons, Inc.

Labor Rates

CRAFT	TIME	2025 Rate	2026 Rate
Laborer Grp. 4	ST	$ 103.00	$ 119.00
	OT	$ 153.00	$ 159.00
	DT	$ 190.00	$ 198.00
Operator Eng. Grp. 8	ST	$ 145.00	$ 152.00
	OT	$ 196.00	$ 205.00
	DT	$ 246.00	$ 256.00
Foreman	ST	$ 199.00	$ 208.00
	OT	$ 262.00	$ 273.00
	DT	$ 334.00	$ 349.00
Project Supervisor	ST	$ 207.00	$ 216.00
	OT	$ 269.00	$ 281.00
	DT	$ 341.00	$ 357.00

Equipment Rates

A. General Equipment		
Backhoe	Hourly	$108.00
Mini Excavator	Hourly	$66.00
Skid Steer	Hourly	$50.00
Pick-Up Truck w/heavy equipment	Hourly	$7.00
10-Wheel Dump Truck	Hourly	$110.00
Water Truck	Hourly	$72.00
Vactor Truck	Hourly	$302.00
Bobtail Dump Truck	Hourly	$74.00

* Equipment not listed above to be paid at Caltrans Equipment Rate plus 15% Markup

CITY OF BUENA PARK
COUNTY OF ORANGE
STATE OF CALIFORNIA

CONTRACT DOCUMENTS

ON-CALL EMERGENCY WATER REPAIR SERVICES

PROJECT NO. N/A
BID NO. N/A
JULY, 2025

Prepared under the Supervision of:
Mina Mikhael, P.E.
Director of Public Works/ City Engineer



Recommended by:

Deepthi Arabolu, P.E., T.E.
Assistant City Engineer
R.C.E. 75742

Approved by:

Mina Mikhael, P.E.
Director of Public Works/City Engineer
R.C.E. 84166

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CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR

ON-CALL EMERGENCY WATER REPAIR SERVICES
"Project"

Project Number: N/A
Bid Number: N/A

This CONTRACT ("Contract") is made and entered this 8th day of July, 2025 ("Effective Date"), by and between the CITY OF BUENA PARK, a California municipal corporation ("City") and W.A. Rasic Construction Company, Inc., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 368761. The Contractor and the City are sometimes referred to herein collectively as the "Parties" and singularly as "Party."

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

A. This Contract;
B. The Request for Proposals (RFP) for On-Call Emergency Water Services issued by the City of Buena Park, dated May 22nd, 2025;
C. The Contractor's Bid Proposal for the City of Buena Park On-Call Emergency Water Repair Services, dated June 16th, 2025, (including documentation accompanying the Bid and any post-Bid documentation.
D. Any "Notice to Proceed" issued by the City to Contractor under the terms of this Contract;
E. The Contractor's Payment and Performance Bonds for any scope of work that is described in a Notice to Proceed issued by the City with a value in excess of $25,000;
F. The City of Buena Park's Special Provisions for Public Works Projects, Latest Edition;
G. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
H. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services.

(A) At any time during the term of this Agreement, the City may issue to Contractor a "Request for Emergency Work Proposals" setting forth the on-call services needed by the City ("Request for Work") and requesting that Contractor provide a written bid to the City in the form attached hereto was Exhibit "A" setting forth Contractor's not-to-exceed bid to perform the services described in the City's Request for Work ("Letter Proposal"). Contractor shall provide a Letter Proposal to the City not later than 5 days following receipt of a Request for Work from the City.

(B) Within 5 days following receipt of a Letter Proposal from Contractor, the City may accept the Letter Proposal by issuing Contractor a "Notice to Proceed" which shall authorize Contractor to perform the services described in the Request for Work for the Compensation set forth in the Letter Proposal. Nothing in this Contract requires the City to accept any Letter Proposal from Contractor, issue any Notice to Proceed to Contractor, to pay Contractor any Compensation or consideration of any kind except as indicated in at Notice to Proceed issued by the City.

(C) Contractor shall provide and perform the on-call emergency water repair services that are set forth in any Notice to Proceed issued under this Contract (collectively, the "Services"), all to CITY's reasonable satisfaction. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the Contractor shall provide the Services under the direction of the Designated Official (or his/her designee). The Contractor shall commence performance of the Services upon receipt of a written Notice to Proceed from the Designated Official authorizing the Contractor to proceed, and only to the extent of such authorization or task order. The City may, from time to time, request changes in the scope of services of the Contractor to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3. Compensation. The Contractor shall perform the Services described in each Notice to Proceed at the direction of the City, and City shall pay Contractor in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in the Notice to Proceed issued by the City for each scope of Services. The maximum "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the Contractor is entitled to receive pursuant to this Agreement shall equal to the total value of Notices to Proceed for Services approved by the City under this Contract. No claims for additional compensation shall be allowed unless authorized in advance by the City in writing. Any additional work or expenses authorized by the City shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties.

4. Term of Contract: The term of this agreement shall commence on **July 8, 2025** and shall remain in full force and effect until **July 8, 2028**. The Contractor agrees to complete the work to City's satisfaction within the amount of working days agreed upon for each task order. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

   a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.

   b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).

   c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

   a. General Liability: $2,000,000 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 project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.

   b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

   c. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

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

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

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

3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.

6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.

7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours

of the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11 All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."

12. All insurance coverage shall contain a clause substantially in the following words: *"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."*

13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.

14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.

16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.

17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.

18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party

in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to 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, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City or review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnitifcation.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City 's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to 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. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

12. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

_____
("CONTRACTOR")

By: _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

(ONLY REQUIRED FOR TASK ORDERS ABOVE $25,000)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF TASK ORDER

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars ($_____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal,

any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.* *DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

(ONLY REQUIRED FOR TASK ORDERS ABOVE $25,000)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

NAME OF TASK ORDER

(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____,

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

_____

Dollars ($_____), this amount being not less than 100% of the total Contract Price, in 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, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her 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 provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

_____

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

   City of Buena Park
   City Hall
   6650 Beach Boulevard
   Buena Park, CA 90621

   The insureds under such policy or policies are:

   _____

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

Policy Number	Effective Date	Expiration Date

_____

_____

_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

_____

(Contractor)

are authorized to sign bills and/or receive checks.

NAME	TITLE	SIGNATURE

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____

(name and title)

For: _____

(Bidder)

ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Contractual Liability
□ Owners/Landlords/Tenants
□ Manufacturers/Contractors
□ Products/Completed Operations
□ Broad Form Property Damage
□ Extended Bodily Injury
□ Broad Form Comprehensive General Liability Endorsement
□ Explosion Hazard
□ Collapse Hazard
□ Underground Property Damage
□ Pollution Liability
□ Liquor Liability
□ _____
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ _____*if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative *(Original signature only; no facsimile signature or initialed signature accepted)*

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Any Automobiles
□ All Owned Automobiles
□ Non-owned Automobiles
□ Hired Automobiles
□ Scheduled Automobiles
□ Garage Coverage
□ Truckers Coverage
□ Motor Carrier Act
□ Bus Regulatory Reform Act
□ Public Livery Coverage
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____applies to all coverage(s) except:_____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

□ Following Form
□ Umbrella Liability
□_____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention *(check one)* of $_____ _____applies to all coverage(s) except: _____ _____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____



SPECIAL PROVISIONS

CITY OF BUENA PARK
Special Provisions

The Standard Specifications for the City of Buena Park shall be the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION** (also hereinafter referred to as the *Green Book*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

Where specified in these specifications, the most recent edition of the **Standard Specifications and Standard Plans of the State of California Department of Transportation (Caltrans Standards**) shall apply.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction or the ***Caltrans Standards*** shall be resolved by the Engineer, whose decision shall be final.

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. Refer to Section 3-7.2 Precedence of the Contract Documents in the event of any reference conflicts.

PART 1:
SPECIAL PROVISIONS

The following amendments, additions and deletions shall be incorporated into the Green Book:

Unless otherwise noted, the provisions below shall supplement those provisions in Part 1 of the Standard Specifications.

SECTION 1. GENERAL

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Buena Park

Board – The City Council of the City of Buena Park.

Clerk or City Clerk - The City Clerk of the City of Buena Park.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the Special Provisions.

County – County of Orange, California.

Days - Working days, unless otherwise specified.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Standard Plans - the Standard Plans of the Department of Public Work/Engineering, City of Buena Park unless otherwise specified in these Contract Documents

Standard Specifications – Standard Specifications for Public Works Construction, 2021 Edition or Latest Edition and all supplemental documents issued thereafter.

Caltrans Specifications – Latest Edition.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions

Abbreviation	Word or Words
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
Caltrans	Department of Transportation Standard Plans & Specifications, Latest Edition

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2 Contract bonds: The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Add Subsection 1-7.3 to the Standard Specifications:

1-7.3 Consideration of Bid: Bids will be opened publicly by the City Clerk or a designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency, by action of the Board to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work, if, in the judgment of the Board, the best interests of the Agency will be promoted thereby.

Add Subsection 1-7.4 to the Standard Specifications:

1-7.4 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within sixty (60) calendar days after the opening of the proposal unless otherwise specified in the "Notice to Bidders".

The Agency reserves the right to extend the award of contract period an additional thirty (30) calendar days.

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

Add Subsection 1-7.5 to the Standard Specifications:

1-7.5 Return of Proposal Guarantees: All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective Bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of rejection.

Add Subsection 1-7.6 to the Standard Specifications:

1-7.6 Execution of Contract: The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

Add Section 1-8 to the Standard Specifications:

1-8 REQUIREMENTS AND CONDITIONS

1-8.1 Availability of Plans and Specifications: Plans and specifications may be examined at and obtained from the office of the Engineer. Copies of the Notice to Bidders and proposal

forms are included with the plans and specifications.

1-8.2 Approximate Estimate: The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of the Bidders and for comparison of bids and is not guaranteed to be correct by the Agency.

1-8.3 Examination of Plans, Specifications and Site of the Work: The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications and contract forms therefore. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans and contract.

1-8.4 Proposal Form: All proposals must be submitted on forms for that purpose furnished by the Agency. Letters of transmittal cannot be considered as part of the bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give Bidder's address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

1-8.5 Rejection of Proposals Containing Alterations or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-8.6 Proposal Guaranty: All bids shall be presented in a sealed envelope and shall be accompanied by a "Proposal Guaranty" made payable to the Agency and for the amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, or a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

1-8.7 Withdrawal of Proposals: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

1-8.8 Disqualification of Bidders: More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

1-8.9 Competency of Bidders: Prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code of the State of California and evidence of such license shall be presented to the Engineer on request.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

1-8.10 Experience of Bidders: After the bid opening, the Engineer may require the three lowest bidders to present satisfactory evidence of sufficient experience and that the successful bidder is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.

1-8.11 Material Guaranty: Bidders may be required to furnish a complete statement of origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

1-8.12 Progress Schedule: Pursuant to Section 6-1.1, the successful Bidder shall submit a progress schedule indicating the time he proposes to utilize in performing the various major divisions of work, and his intended sequence of operations.

SECTION 2. SCOPE AND CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 2 of the Standard Specifications.

2-1 WORK TO BE DONE

The general items of work consists of furnishing all materials, equipment, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated per the on-call services.

It should be brought to the Contractor's attention that the quantities shown on the bid sheet are estimates. Payment shall be made per the actual quantities used and in accordance with these Contract Documents and Special Provisions and the Standard Specifications. This Work requires a **Class A** license.

2-2 PERMITS

Prior to the start of any work, the Contractor shall obtain a no-fee CITY permit from the City of Buena Park and make arrangements for CITY inspections. If applicable, the Contractor shall also obtain a permit from Caltrans prior to work. The Contractor and all subcontractors shall each obtain a CITY business license, and shall be licensed in accordance with the State Business and Professions Code. If applicable, the Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity like Caltrans. The Contractor shall pay all costs incurred by the other permit requirements.

The Contractor shall possess all valid licenses, certificates and permits as required by the State of California, Orange County and City of Buena Park, in order to properly perform those tasks, functions and duties required in this contract. The selected Contractor shall submit copies of City, County, and State licenses, including business licenses and Contractors licenses.

2-4 COOPERATION AND COLLATERAL WORK

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

Add Subsection 2-4.1 to the Standard Specifications:

2-4.1 Entry by Utility Owners and Property Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

Add Subsection 2-4.2 of the Standard Specifications:

2-4.2 Notice to Remedy

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer,

may seem reasonable and necessary.

The cost and expense of said labor and materials, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.2 Temporary Utility Services

Water - The City will supply the Contractor with all water used during the construction without charge. The Contractor shall, at their own expense, provide facilities for conveying the water from the City's nearest existing fire hydrant, or approved water source, to the point of use. The contractor must apply for a construction water meter ($250 for application) and provide an $800 refundable deposit; **NO DIRECT HOOK-UP TO HYDRANTS WILL BE ALLOWED.**

2-8 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer. For Time and Material (T&M), contractor shall have the inspector's approval by signing the extra hours and/or materials on a daily bases. ***THE CITY WILL NOT PAY ANY INVOICE WITHOUT A SIGNATURE OF THE INSPECTOR FOR THE EXTRA HOURS AND/OR MATERIALS ON THE DAILY BASES REPORT.***

Add Subsection 2-8.1 to the Standard Specifications:

2-8.1 Markup, Work by Contractor: The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

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

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

Add Subsection 2-8.2 to the Standard Specifications:

2-8.2 Work by Subcontractor: When all or any part of the extra work is performed by a Subcontractor, the markup established in 2-8.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

Add Subsection 2-8.3 to the Standard Specifications:

2-8.3 Daily Reports by Contractor: The Contractor's cost records pertaining to work paid for on a time and materials basis shall be open to inspection or audit by representatives of the Agency, during the life of the contract and for a period of not less than three (3) years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the Agency on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

Add Section 2-11 to the Standard Specifications:

2-11 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

CITY OF BUENA PARK POLICE DEPT Attention: Traffic Division	**(714) 562-3940**
ORANGE COUNTY FIRE AUTHORITY	**(714) 527-3955**
PARK DISPOSAL	**(714) 522-3577**
AMERICAN MEDICAL RESPONSE	**(714) 808-2288**
BUENA PARKSCHOOL DISTRICT	**(714) 522-8412**
ORANGECOUNTY TRANSPORTATION AUTHORITY (BUS OPERATIONS)	**(714) 530-6060**

SECTION 3. CONTROL OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 3 of the Standard Specifications.

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials,

employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-2 SELF PERFORMANCE

The Contractor shall perform, with its own organization, contract work to amount to at least 50 percent of the contract price, except that designated "Specialty Items" may be performed by the subcontractor and the amount of any such "Specialty Items" performed may be deducted from the contract price before computing the amount required to be performed by the Contractor with its own organization.

3-5 INSPECTION

The Contractor shall give the Engineer notice of the time when the Contractor or any subcontractor will start the various units or operations of the work. Notice shall be given at least forty-eight (48) hours minimum in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of a representative or inspector on the work. Any work performed by the Contractor or subcontractor(s) in conflict with said notice shall be removed if so ordered by the Engineer or the representative or inspector on the work.

The Contractor shall give 48-hours minimum advance notice to the Engineer for specific inspections or testing activities. The inspection of the work shall not relieve the Contractor of any of the obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity. The Contractor shall be responsible for coordinating inspections with all agencies having jurisdiction.

3-7 CONTRACT DOCUMENTS

3-7.1 General: In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain an approved set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This approved set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction.

Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bidsheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents:

If there is a conflict with any one specific Contract Document, the more stringent requirement as determined by the Engineer shall control.

3-9 SUBSURFACE DATA

If the City, or its consultants, have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related work.

Construction surveying and staking shall be provided by the City.

Re-staking and replacement of construction survey markers damaged as a result of the work,

vandalism, or accident shall be at the Contractor's expense.

Contractor shall re-establish centerline monuments damaged or destroyed during work and file post construction corner records with the Orange County Surveyor's office to verify existing monuments are preserved and/or perpetuated. Copies of post construction corner records shall be submitted to the City.

3-11 CONTRACT CONSTRUCTION INFORMATION SIGNS

Two (2) Construction Information Signs (See attached sign layout detail – City Std 439A) shall be furnished, erected and maintained by the Contractor at the job site, at least ten (10) days prior to beginning construction. The location of the two (2) Constructions Information Signs shall be approved by the Engineer.

3-12 WORKSITE MAINTENANCE

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. The construction area shall be cleaned by the use of a wet mobile sweeper, a minimum of once a day, or as directed by the Engineer. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged with mark-up to the Contractor and deducted from the Contract Price. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

The Contractor shall make its own arrangements for any necessary storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may only be used for temporary storage with the explicit written permission of the Engineer; however, the Contractor shall be responsible for obtaining any necessary permits from the City and any agency having jurisdiction. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.2 Air Pollution Control: Air pollution control shall consist of applying water or dust palliative, (reducer) or both, for the alleviation or prevention of dust nuisance. Dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way, shall be controlled by the Contractor.

It is understood that the provisions in this section will not prevent the Contractor from applying water or dust palliative for their convenience if they so desire.

3-12.3 Noise Control: A noise level limit of 86dbA at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The noise level from the Contractor's operations between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, or at any time on Saturday, Sunday or a City holiday shall be in accordance with the County ordinance covering "Noise Control."

This requirement in no way relieves the Contractor from responsibility for complying with other local ordinances regulating noise level. The Contractor shall comply with all local sound control and noise control rules, regulations and ordinances, which apply to any work performed pursuant to this contract.

The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor.

3-12.4 STORAGE OF EQUIPMENT AND MATERIALS

3-12.4.2 Storage in Public Streets: Construction materials and equipment shall not be stored in streets, roads, City property, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 Water Pollution Control: It is anticipated that storm, surface, and subsurface waters will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage to his/her operations, and private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk, and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor shall conduct their operations in such a manner that storm or other waters may proceed in a legal and safe manner, with minimal public impact. Drainage of water through existing catch basins shall be maintained and protected from inclusion of sediment at all times. Diversion of water for short reaches to protect construction in progress may be authorized when, in the opinion of the Engineer, existing drainage facilities or adjacent properties are not subject to the probability of damage.

In the course of water control, the Contractor shall conduct construction operations to protect waters from pollution with fuels, oils, bituminous or other harmful materials and shall be responsible for removing said materials in the event that protection measures are not effective.

3-12.6.2 Best Management Practices (BMPs): The Contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit No.CAS000002 (Order No. 2009-0009-DWQ), the Waste Discharge Requirements for the County of Orange and the Regional Water Quality Control Board for the Santa Ana Region (Order No. R8-2009-0030 and NPDES No. CAS618030) and City of Buena Park requirements for the Control of Urban Pollutants to Storm Water Runoff. The Contactor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed and addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

The Contractor shall utilize Best Management Practices (BMP's) during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this project include, but are not limited to, covering all storm drains inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any AC grinding, removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel bags on-hand when excavating new PCC sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the City of Buena Park. Stockpiling construction debris and materials within the work area will not be allowed without the prior approval of the Engineer. The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board (Order No. R8-2009-0030 and NPDES No. CAS618030)
2. Caltrans
3. County of Orange (Construction Runoff Guidance Manual – September 2008)
4. City of Buena Park & NPDES General Permit Requirements (No. CAS000002 and Order No. 2009-0009-DWQ) including BMP's

3-13 COMPLETION, ACCEPTANCE AND WARRANTY

3-13.2 Acceptance: The Project will not be accepted and a Notice of Completion will not be filed until all required Work is completed, the Work site is cleaned up, all Contract provisions have been completed and accepted by the Engineer, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;

2. All written guarantees, certificates, and warranties;

3. All “as-builts”;

4. The warranty or maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 1-7.2 of these General Provisions; and

5. Electronic and hard copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the mechanical, electrical, plumbing, irrigation, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the Engineer in writing.

Add subsection 3-13.3.1 to the Standard Specifications:

3-13.3.1 Warranty: For the purpose of calculating the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion.

The Contractor hereby guarantees that the entire work constructed under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished. The Contractor hereby agrees to make, at his/her own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied to him/her that become evident within one year after the date of filed Notice of Completion, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements within seven (7) calendar days upon receipt of written orders for same from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Section 4 of the Standard Specifications.

4-1 GENERAL

The Contractor shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-3 INSPECTION

4-3.3 Inspection of Materials Not Locally Produced: When the Contractor intends to

purchase materials, fabricated products, or equipment from sources located more than 50 miles (80 km) outside the geographical limits of the Agency, an inspector or accredited testing laboratory, assigned by the Engineer, shall be engaged by the Contractor at its expense, to inspect the materials, equipment or process. Contractor shall inform the Engineer before producing any material or equipment. The inspector or representative of the testing laboratory shall approve the materials by the requirements of the Plans and Specifications. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the agent. Approval of said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-4 TESTING

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

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor. The Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer's approval.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

Unless otherwise noted, the provisions below shall supplement those provisions in Section 5 of the Standard Specifications.

5-3 LABOR

5-3.1 General: The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et. seq*. ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Prevailing wages

Add Subsection 5-3.2.1 to the Standard Specifications:

5-3.2.1 Copies of Wage Rates: Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

Add Subsection 5-3.2.2 to the Standard Specifications:

5-3.2.2 Job Site Notices: The Contractor is required to post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.3 to the Standard Specifications:

5-3.2.3 Failure to Pay Prevailing Rates: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

Add Subsection 5-3.2.4 to the Standard Specifications:

5-3.2.4 Apprentices: The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. The Contractor shall ensure that all apprentices performing work on the project work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

Add Subsection 5-3.2.5 to the Standard Specifications:

5-3.2.5 Debarment or Suspension: The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

Add Subsection 5-3.2.6 to the Standard Specifications:

5-3.2.6 Registration with the DIR: In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Add Subsection 5-3.2.7 to the Standard Specifications:

5-3.2.7 Compliance Monitoring and Posting Job Sites: This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

Add Subsection 5-3.2.8 to the Standard Specifications:

5-3.2.8 Subcontractors: For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

Add Subsection 5-3.2.9 to the Standard Specifications:

5-3.2.9 Taxes: The Agency is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a City and/or County tax is collected by the State, the Agency is liable for this tax also. Include this tax in the amount bid.

The Agency is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances, the Contractor and subcontractor(s) may be liable for Federal Excise Tax. The Contractor must determine whether Federal Excise Tax is chargeable to the bidder and, if so, the amount of the tax should be included in the amount bid.

Add Subsection 5-3.2.10 to the Standard Specifications:

5-3.2.10 Prevailing Wage Indemnity: To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.2.9 shall survive expiration or termination of the Contract.

Add Subsection 5-3.2.11 to the Standard Specifications:

5-3.2.11 Responsibility for Damage: The City, the Board and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to person or persons, either workmen or the public; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall be held responsible for any and all loss, accidents, injury or damage to

persons or property which may be the result of this contract and for which the City might be held liable. The Contractor shall protect and indemnify the Agency and save it harmless in every way from all claims, suits, or acts of law for damage or injury to persons or property that may arise or be occasioned in any way because of this contract. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

Add Subsection 5-3.2.12 to the Standard Specifications:

5-3.2.12 Contractor's Responsibility for Work: Until the formal acceptance of the work, the Contractor shall have the charge and care thereof, except as provided in § 7-2.9, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by Acts of War.

Add Subsection 5-3.2.13 to the Standard Specifications:

5-3.2.13 Correction of Errors, Recovery for Errors, Dishonesty or Collusion: The City reserves the right to correct any error that may have been made in any estimate that has been paid. The City also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

Add Subsection 5-3.2.14 to the Standard Specifications:

5-3.2.14 Rights in Materials and Salvage: Ownership of material incorporated in the work is vested in the name of the City. Any material delivered and paid for in part by the City or any material furnished by the City to be incorporated in the work, is or becomes the property of the City upon acceptance. Any salvageable materials or installations existing at the site of the work (such as manhole rings and covers, catch basin gratings, angle iron, pipe railings, valve boxes and lamp pole boxes, and other steel, cast iron or metallic materials), as determined by the Engineer, that are the property of the City, if they are to be removed, shall be delivered F.O.B. to the storage yard designated by the City. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Contractor is instructed otherwise by the Engineer.

5-3.3 Payroll Records: The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to the City; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. CWA Section 5.2 also requires the Contractor

and all Subcontractors pay fringe benefit contributions to the appropriate union trust fund on a monthly basis.

5-3.4 Hours of Labor: The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-7 SAFETY

Contractor shall comply with all established government laws and regulations pertaining to the construction of public improvements as well as safety procedures, and will be responsible for applying and using safety equipment as necessary to protect personnel, property and the traveling public. Contractor shall use both street tubular delineators and warning signs to inform the public of work being conducted in accordance with established California State Standards. The Contractor shall provide Health and Safety Plan in accordance with local, State and Federal codes. Contractor shall designate or employ a full time safety officer for all work on this Project.

5-7.8 Steel Plate Covers: The Contractor shall provide and maintain non-skid steel traffic plates securely over all openings, trenches and excavations, and whenever required, at the end of each working day. The plates shall be pinned and ramped with temporary asphaltic concrete. Steel plates utilized on arterial highways, roadway with a posted speed limit of 30mph or greater, or as designated by the Engineer, shall be pinned and recessed flush with existing pavement surface.

Add Subsection 5-7.9 to the Standard Specifications:

5-7.9 Haul routes: The Contractor must obtain the Engineer's approval before using any haul routes.

Add Subsection 5-7.10 to the Standard Specifications:

5-7.10 Notices to Residents and Businesses: Five (5) calendar days prior to the start of construction, the Contractor shall distribute to the residents a written notification prepared by the Contractor, approved by the Engineer, clearly indicating project scope, specific construction dates, parking and circulation impacts, any disruptions that may occur, and approximately when construction is expected to be completed.

Errors in distribution, false starts, acts of God, strikes, or other schedule alternations will require re-notification prepared by the Contractor, approved by the Engineer.

"NO-PARKING" signs shall be furnished by the City and posted by the Contractor no later than 48 hours prior to the enforcement date. The date and hours of effect shall be written on the sign, by the Contractor. The number, spacing and location of signs shall be as directed by the Engineer.

The Contractor shall maintain the signs throughout the enforcement period. Arrangements shall be made by the Contractor to satisfy the applicable ADA requirements.

The Contractor shall install signs stating "Business open during construction" and signs stating “Access" with arrows at business driveways as directed by the Engineer.

Add Section 5-8 to the Standard Specifications:

5-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor’s or the Subcontractors’ operations or as required by the Plans and Specifications.

Photographic and video records of existing conditions prior to commencing the work shall be made and copies provided to the Engineer.

Existing improvements to be protected in place, which are damaged or destroyed due to the Contractor's own convenience and/or negligence, shall be reconstructed to the satisfaction of the Engineer within three (3) calendar days with no additional compensation allowed therefore.

The Contractor shall use special care when cold milling adjacent to existing concrete gutters so as not to chip or damage the surface. Sidewalk and gutters damaged due to Contractor’s operations shall be replaced at the Contractor’s expense.

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

Add Section 5-9 to the Standard Specifications:

5-9 ADVERTISING

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Add Section 5-10 to the Standard Specifications:

5-10 LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

The Contractor shall at all times observe and comply with, and shall cause all of the Contractor’s agents, employees and subcontractors to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, the Board and the Engineer, and all of its and their elected and appointed officials, officers, agents and servants

against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Engineer.

Add Section 5-11 to the Standard Specifications:

5-11 RECYCLING OF MATERIALS

Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

Add Section 5-12 to the Standard Specifications:

5-12 RECORD/AS-BUILT DRAWINGS

The City will furnish the Contractor with a complete set of blueline drawings on which the Contractor shall clearly note all changes made for locations of service lines, manholes, connections to existing facilities, stub-outs, etc. These drawings shall be kept up to date as the job progresses and no changes in the plans shall be made without prior approval of the Engineer. **BEFORE FINAL PAYMENT** will be made, these drawings must be returned to the City in an accurate and legible condition.

SECTION 6 PROSECUTION AND PROGRESS OF THE WORK

Unless otherwise noted, the provisions below shall supplement those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule: In addition to the construction schedule required pursuant to section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice, or at a frequency directed by the Engineer. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and acceptance. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work, material procurement, providing continuous public access, and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; and/or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

Add Subsection 6-1.1.1 to the Standard Specifications:

6-1.1.1 Pre-Construction Conference: Approximately ten (10) working days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.
Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Engineer for approval a minimum of two (2) Working Days before the pre-construction conference. The Contractor shall bring to the pre-construction conference copies of each of the following:

1) Construction Schedule.
2) Procurement schedule of major equipment and materials and items requiring long lead time.
3) Shop drawing/sample submittal schedule.
4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The Contractor shall be prepared to discuss all of the items listed below.

1) The Contractor's construction schedule.
2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
4) Processing applications for payment.
5) Maintaining record documents.
6) Critical Work sequencing.
7) Maintaining utility service during construction, including proposed by-passes.
8) NPDES/BMP requirements.
9) Field decisions and Change Orders.
10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
11) Major equipment deliveries and priorities.
12) Traffic control.
13) Any other item that the City representative states is relevant to the meeting.

Add Subsection 6-1.1.2 to the Standard Specifications:

6-1.1.2 Pre-Job Conference: CWA Article 13 requires that the Contractor and each Subcontractor conduct a pre-job conference with the appropriate affected Unions prior to commencing work. The Contractor and each Subcontractor shall disclose to the Unions their scope of work and which Union(s) they are assigning their work to. Additional Pre-Job

Conferences can be held for scopes not covered by the initial Pre-Job Conference, but must occur before the scope of work commences.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The City Engineer will prepare the meeting agenda, meeting minutes and will distribute minutes. If determined by the City Engineer that weekly meetings are not necessary, the weekly progress meetings frequency may be changed.

Add Section 6-1.1.3 to the Standard Specifications:

6-1.1.3 Scheduling Considerations

Contractor shall not open any construction areas that cannot be replaced on the same workday.

Unless otherwise directed/approved by the City Engineer, all traffic lanes shall be opened to vehicular traffic at the end of each work period (day or night). Temporary striping or slurry tabs shall be placed daily on recently completed work. Contractor shall be responsible for maintaining any temporary striping until permanent striping is applied and accepted.

Asphalt removals, grading, compaction of subgrade and construct asphalt concrete base coarse shall take place on a continuous sequential operation.

6-1.2 Commencement of Work: The Contractor shall complete all Work under the Contract within the amount of working days agreed upon for each task order. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the NTP. A "Preliminary Notice to Proceed" will be issued if the period between the period of the Notice of Award and NTP is required to process Shop Drawings and begin procuring equipment and materials.

6-3 TIME OF COMPLETION

6-3.1 General: The Contractor shall complete all work including punch list items under the Contract within amount of working days agreed upon after the date on the Notice to Proceed.

The Contractor shall ensure the availability and delivery of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of the time for 100 percent completion of Work.

Add Subsection 6-3.1.1 to the Standard Specifications:

6-3.1.1 Working Hours: Working hours shall be limited to 7:00 a.m. and 4:00 p.m. Monday to Friday, unless otherwise authorized, in writing, by the Engineer. Lane closure shall be limited to the hours between 8:00 a.m. and 4:00 p.m., **except for arterials as defined by the Engineer** (9:00 a.m. to 3:30 p.m.). Deviation from these hours will not be permitted, without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of requested deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

A permit may have other hours or Days for the Contractor to do the Work, of which the stricter shall prevail, unless otherwise noted by the Engineer.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give two (2) Work Days' notice to the Engineer so that inspection may be provided.

Add Subsection 6-3.1.2 to the Standard Specifications:

6-3.1.2 Designated Holidays: Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving, and the Friday after, and the period between Christmas Eve and New Year's Day. Contractor should also consult posted prevailing wage holidays for each craft used on the DIR website https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

6-4 DELAYS AND EXTENSIONS OF TIME

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time: In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of

time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays: Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor may be entitled to a Change Order that:(1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contractor any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

For each consecutive calendar day after the time specified in Section 6-3.1 for completion of work, the contractor shall pay to the City or have withheld from moneys due it, the daily sum of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remain incomplete beyond the expiration of the completion date. The City may deduct the amount of liquidated damages due hereunder from any monies due or that may become due the Contractor under this Contract.

Execution of the Contract shall constitute agreement by the City and Contractor that the above liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefore and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 6-4 of the Standard Specifications.

SECTION 7. MEASUREMENT AND PAYMENT

Unless otherwise noted, the provisions below shall supplement those provisions in Section 7 of the Standard Specifications.

7-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

7-3 PAYMENT

7-3.1 General: In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

The unit and lump prices bid for each item of work shown on each task order shall include full compensation, including all labor, tools, equipment, and material, to complete the item of work in place, and no other compensation will be allowed thereafter.

7-3.2 Partial and Final Payment

Add Subsection 7-3.2.1 to the Standard Specifications:

7-3.2.1 Monthly Closure Date and Invoice Date: The monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the Engineer before the fifth(5th) Day of the following month for verification and payment consideration. The Contractor shall verify all quantities with the City Inspector before payment request submittal.

Add Subsection 7-3.2.2 to the Standard Specifications:

7-3.2.2. Payments: The City shall make payments within thirty (30) Days after receipt of the Contractor's verified and undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, and shall explain in writing the reasons why the payment request is not proper.

Add Subsection 7-3.2.3 to the Standard Specifications:

7-3.2.3 Substitute Security: In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly

to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Unless otherwise noted, the provisions below shall supplement those provisions in Section 8 of the Standard Specifications.

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Add Section 9 to the Standard Specifications:

SECTION 9. ADDITIONAL TERMS

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The Contractor should sign and return the Notice to Proceed to the City prior to commencement of work. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 CLAIM DISPUTE RESOLUTION

a. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertains to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

b. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810*etseq*.) with regard to filing claims and to Public Contract Code Section 20104 *etseq*. (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars ($375,000) or less. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *etseq*.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, *etseq*. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 *etseq*. (if applicable), and must then adhere to Section 20104, *etseq*. and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

9-5 CWA Grievance Procedure

In the event of any dispute regarding the CWA between the contractor, their employees, or the signatory unions, the contractor agrees to follow the grievance procedures as outlined in CWA Article 9.

9-5 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

9-6 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-7 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its

full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-8 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-9 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Orange County Superior Court.

9-10 TIME

Time is of the essence in these Contract Documents.

9-11 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-12 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-13 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-14 INDEMNIFICATION

9-14.1 Contractor's Duty: To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

9-14.2 Civil Code Exception: Nothing in this Section shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

9-14.3 Nonwaiver of Rights: Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or

passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

9-14.4 Waiver of Right of Subrogation: The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

9-14.5 Survival: The provisions of this Section shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

9-15 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-16 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-17 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

PART 2:

CONSTRUCTION MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 2 of the Standard Specifications.

SECTION 200 ROCK PRODUCTS

200-2 UNTREATED BASE MATERIALS

In the event of wet soil conditions, aggregate base shall be constructed as directed by the Engineer.

The gradation shall be ¾" (20 mm) maximum. Changes from one grading to another shall not be made during progress of the work, unless permitted by the Engineer.

The subgrade shall be compacted to 95% with moisture contents within 2% of optimum. The finished subgrade shall not deviate more than 0.03 feet from the design grade. Lightweight compaction equipment shall be used to avoid subgrade pumping.

NO CRUSHED MISCELLANEOUS BASE (CMB) IS ALLOWED.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

Concrete to be used for curb and gutter, sidewalk, drive approaches, and parkway culverts shall be designated Class 560-C-3250 mix with maximum slump of 4" (100 mm). Cross gutters, longitudinal gutters, spandrels, concrete band, colored concrete, catch basin local depression shall be 4,500 psi concrete mix with a maximum slump of 4" (100 mm). Contractor may use fly ash with an exclusive written approval of the Engineer. Cross gutters shall be constructed per City of Buena Park Standard Plan105 and as shown of the plans, 4,500 psi concrete. Longitudinal gutters shall be constructed per Green Book Standard Plan 122-2 as modified as shown in the plans, 4,500 psi concrete. The Contractor shall provide 1-1/2" thick steel traffic plates to bridge new cross gutters. Contractor shall remove a minimum of 25' of existing A.C. on both sides of the cross gutter/spandrel or as directed by the Engineer and replace to match existing.

Concrete mix design shall be submitted to the Engineer ten (10) working days prior to use.

201-3.7 Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant) (CRACK SEALING)

After cold milling and prior to the placing of new asphalt, concrete pavement cracks greater than 1/8" will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint sealant)). Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 3/8" shall be routed to a width of 1/2" and a depth of 3/4". Cracks greater than 3/8" need not be routed.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.2 Materials

Asphalt concrete surface course shall be Type III C3-PG 70-10. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. All tack coats over spray on gutter edges shall be removed.

The asphalt content for the Type C3-PG 70-10 asphalt concrete shall be per Orange County Environmental Management Agency Special Provisions — Asphalt Concrete Standard Plan 1805 (revised).

The Contractor shall use a PG Asphalt Binder.

SECTION 207 GRAVITY PIPE

The Section 207 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 207.

SECTION 208 PIPE JOINT TYPES AND MATERIALS

The Section 208 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 208.

SECTION 209 PRESSURE PIPE

The Section 209 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 209.

SECTION 210 PAINT AND PROTECTIVE COATINGS

The Section 210 from the 2021 Edition, the “Greenbook” or latest version will be part of the “Special Provisions”. Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 210.

SECTION 211 MATERIAL TESTS

The Section 211 from the 2021 Edition, the “Greenbook” or latest version will be part of the

"Special Provisions". Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 211.

SECTION 212 WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

The Section 212 from the 2021 Edition, the "Greenbook" or latest version will be part of the "Special Provisions". Therefore, contractor shall comply with all the requirement, regulation, and etc per the Section 212.

SECTION 214 TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

All references to traffic striping and markings shall be "Thermoplastic".

Traffic Signs, Striping, Markers, and Markings, shall conform with Sections 84 and 85 of the Caltrans Standard Specifications and these Special Provisions.

Existing striping, pavement markings, legends, stop bars, crosswalks, parking stalls, red curb, etc., shall be replaced by the Contractor if damaged. It is the Contractor's responsibility to note and inventory such locations using a video recording system prior to removal and replacement of such, accordingly. In the event of a conflict as to the locations, placement of legends, markings, lines, etc., shall be as directed by the Engineer.

All existing markings which do not conform to the new striping shall be removed with a grinder. Existing markers which are partially removed or damaged shall be removed in total and replaced in kind. The Contractor shall re-stripe existing striping and curb markings obliterated by new construction, whether or not shown on the Plans for replacement.

Pavement Markers: Traffic striping will not commence sooner than seven to ten (7-10) working days after the surface course is placed. The Contractor shall furnish and install raised pavement markers as indicated on the plans and specifications to restore the roadway to its original state in accordance with the requirements of Section 85 of the Caltrans Standard Specifications.

Type A markers shall be ceramic type in accordance with Section 85-1.02B(3) of the Caltrans Standard Specifications.

Fire Hydrant Reflectors: All existing fire hydrants shall, at the completion of the project have Type D two-way blue reflectors placed in accordance with the 2014 (or Latest Edition) California Manual of Uniform Traffic Control Devices (MUTCD) Section 3B.11.

Traffic Striping: In areas of new, or restoration of street striping, markings and legends, the Contractor shall provide and install traffic striping, thermoplastic paint and beads equal to State Standard Specifications, Section 84.

After the completion of surface course paving operations, and raising frames to grade, the Contractor shall allow seven to ten (7-10) working days before final striping. This does not include cat- tracking, which must be done within 24 hours or as directed by the Engineer.

The Contractor shall provide paint spots on centerline approximately 150 feet apart, to establish a reference line as shown on plans and as directed by the Engineer. The Contractor shall mark off all lane lines to match existing conditions.

Cat tracking shall be approved in writing by the Engineer before application.

Pavement Markings: Pavement marking work shall be limited to replacement of all legends, turn arrow legends, stop bars and crosswalks with 120 mils thick thermoplastic within the confines of the work area unless otherwise directed by the Engineer. All work shall match existing conditions. All materials shall conform to the State Standard Specifications.

Add Section 218 to the Standard Specifications:

SECTION 218 TRUNCATED DOME MAT

The detectable warning surface required for all curb ramps within the AC paving project limits shall consist of a Buena Park light blue replaceable, cast-in-place polyurethane truncated dome mat, ARMOR- TILE, or approved equal. Contractor shall verify the color with the Engineer prior to installation of mat. The dimensions of the detectable warning surface shall be as specified on the Caltrans Standard Plans.

PART 3:

CONSTRUCTION METHODS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 3 of the Standard Specifications.

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

During construction and excavation, soft and unstable subgrade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. The use of stompers will not be allowed for any portion of work on the project.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Removals shall consist of the sawcut and removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications and shall include but not be limited to: asphalt, aggregate base, and subgrade if required by the engineer.

All existing pavement joining new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 4-2 of the Standard Specifications at Contractor's expense.

Asphalt and subgrade removals shall be done with a grinder only. Grinding of the existing AC pavement shall be at a constant depth as called for in the plans. All temporary striping required after grinding operations shall be installed per City Standards.

The entire surface area of the pavement designated for removal shall be ground to the depths specified in the plans. Care shall be exercised not to damage adjacent improvements. Gutters or curbs damaged by the Contractor’s operations shall be replaced at the Contractor's expense.

The contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or grinding of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by a vacuum sweeper and properly disposed of. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of grinding operations.

Cold mix A.C. shall be placed and maintained at the interface between ground and non-ground

areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps.

The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the grinding operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

Under no circumstances shall the period of time between removal of existing improvements (which create an obstruction or hazard to the public) and their replacement exceed **three (3) calendar days** at any one location unless approved otherwise by the Engineer or is necessary to facilitate or protect work. Should the Contractor fail to comply with this requirement, all other operations will be stopped until the hazard or obstruction is removed and no additional days or other compensation will be given.

NOTE: Concrete removals are not allowed on Fridays or the day before a holiday and shall be replaced before the weekend or holiday.

Under no circumstances, shall the Contractor place concrete forms with the intent of leaving the forms in place for more than 24 hours, aside from curing freshly poured concrete.

The plans do not indicate any existing sprinkler systems. It is the Contractor's responsibility to examine the site, and determine what damage, if any, will be incurred within the areas described above, and consider this in the bid price for the various items of work.

The limits of removals will be marked by the Engineer, within forty-eight (48) hours from the Contractor's request, to have removal areas marked.

All patching and repair work for any removals shall be to the original condition unless directed otherwise by the City Engineer.

All removed material becomes the property of the Contractor and shall be hauled and properly disposed of outside of the project limits.

Add Subsection 300-1.2.1 to the Standard Specifications

300-1.2.1 Additional Considerations:

1. In areas where roots are encountered, they shall be removed a minimum of 12 inches from the new work, or as directed by the Engineer.
2. In addition to removal of street, traffic, warning signs, or any other signs, Contractor shall reinstall and/or replace as shown on plans or as directed by the Engineer.
3. The Contractor shall, upon completion of the new improvements, repair, resod, replant, and replace landscape areas damaged or altered through the course of construction, including top dressing of the soil. All existing irrigation systems, which were affected as part of the project construction, shall be restored to their original condition and to the satisfaction of the Engineer. As required, irrigation system components shall be relocated and/or adjusted to grade within the limits of the landscaping.
4. This item shall also be interpreted to include the removal and disposal of any additional items not specifically mentioned herein which may be found with the work

limits or are shown on plans to be removed.

Add Subsection 300-1.5 to the Standard Specifications

300-1.5 Site Demolition and Clearing: Following the asbestos and lead containing building materials removal and certification of the site, the building demolition and site clearing and grubbing may begin. Site clearing and grubbing shall be in accordance with Section 300-1 of the Standard Specifications and these Special Provisions and shall include the removal of all material from within the property boundary of each site unless specifically noted as “protect” or otherwise directed by the Engineer.

The Contractor shall be responsible for having a qualified pest control company spray all structures in order to prevent insects living within the structures from infesting adjacent properties. This spraying action will be done 48 hours prior to demolition of any structures. The cost of complying with all requirements specified in this section shall be borne by the Contractor and should be considered as included in the price bid.

Unless otherwise specified, all concrete floors, walks footings, porches, steps, slabs, signs, and foundation walls within the limits of the property shall be removed in their entirety with demolition operations, shall be removed from the site and disposed of by the Contractor. Likewise all brick, plaster, lumber, wood scraps and all other loose or fixed debris shall be removed from the site and disposed of by the Contractor, unless otherwise noted on to protect. Asphalt within the project to remain.

The City reserved the right to order the Contractor to stop work at any time for purposes of conducting a structural and analysis of the building being demolished. The Contractor may be required to continue the work under supervision of a structural engineer at no cost to the City.

During demolition, the Contractor shall keep the site free and clean from all rubbish and debris and in a sanitary condition and shall promptly clean up the site after being notified by the City representative.

The Contractor shall backfill holes and voids created during his operations, the backfill shall consist of non-organic rubble-free portions of on-site materials or clean non-expansive imported dirt. Dirt shall be placed in horizontal layers not to exceed eight inches in depth, each layer being well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90% is secured as determined by Test Method ASTM-D-1557-70. No puddling or flooding of backfill shall be done without specific authorization by the City. The Contractor shall make his own arrangements for securing fill materials. Cost of Backfill materials, grading, and related work shall be considered as included in the project bid and no additional compensation will be considered.

Compaction tests will be required on all fill areas exceeding 16 inches in depth. Tests will be done by a firm selected by the City and at locations requested by the Inspector. Results shall meet the compaction requirements as specified. Costs of such tests shall be borne by the City.

All areas shall be grubbed to a depth below the natural ground surface necessary to remove all stumps, roots, buried logs, broken concrete, broken asphalt and all other objectionable material larger than two inches.

The City reserves the right to search for buried debris after completion of the demolition operations. If debris is uncovered, the Contractor shall remove all uncovered material and pay to

the City the cost of exploratory work.

Add Subsection 300-1.6 to the Standard Specifications

300-1.6 Material Disposition: The asbestos containing materials and lead paint, buildings, site improvements and all materials resulting from their demolition or removal shall be removed from the premises. This shall include all stoves, refrigerators and other furniture found on the site. However, the Contractor shall not dispose of the improvements or materials there from by sale, gift or in any manner whatsoever to the general public at the site. This provision shall not be construed as limiting or prohibiting the sale or disposition of such improvements or materials at the site to duly licensed contractors or materials men, provided that the materials are removed by the Contractor. Removal of buildings as a unity, or in sections capable of reassembly as a structure, is expressly prohibited.

NO BURNING OF MATERIALS SHALL BE PERMITTED ON THE SITE.

300-2 UNCLASSIFIED EXCAVATION

Add Subsection 300-2-10 to the Standard Specifications:

300-2-10 Over-Excavation: During construction and excavation, soft and unstable sub-grade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. If, in the opinion of the Engineer, the existing areas of materials beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric or aggregate base and asphalt concrete bridge mix shall be used to replace materials over-excavated as directed by the Engineer.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Over optimum conditions are anticipated in isolated areas, and will require over excavation and replacement with a thickened pavement section. The Engineer will determine the specific areas and limits of excavation during construction.

Operation of rubber tired equipment on marginal or soft sub-grade will not be permitted. All trucks shall be directed as necessary to prevent loaded trucks from driving on sub-grade areas designated as soft or yielding. Areas designated for over excavation and replacement with thickened pavement sections shall utilize track excavators and/or loaders capable of operating on the exposed sub-grade. The Contractor shall be responsible for selection of the equipment necessary for excavation.

The Contractor shall submit a list of equipment to be used to the Engineer for approval prior to beginning stabilization work. The list of equipment shall provide a complete detailed description of each piece of equipment to include weight, type of drive (rubber, tire, track, steel drum, etc.)

BOTTOM DUMP (AKA BELLY DUMP) TRUCKS SHALL NOT BE USED ON ANY PORTION OF WORK ON THIS CONTRACT.

300-4 UNCLASSIFIED FILL

Work shall be performed in accordance with Section 301 of the Standard Specifications. Disturbed subgrade and backfill materials shall be compacted to 95% relative compaction and optimum moisture content of 2%. Finished subgrade shall not deviate more than 0.05 foot (15 mm) from the theoretical grading plane and must be firm and unyielding.

All rocks, stones, debris and roots within 12 inches (300 mm) of the finished surface shall be removed and disposed of.

Backfill shall consist of placement of material necessary to fill voids adjacent to newly constructed curb and gutter, sidewalks drive approaches, etc.

Landscaping backfill material shall be topsoil and considered select material acquired from approved sources for sustaining healthy plant life. No backfill material shall be placed until approved by the Engineer.

SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

Add Subsection 301-1.8 to the Standard Specifications:

301-1.8 Adjustment of Manhole Frame and Cover Sets to Grade: Water valves, manhole frames and covers and sewer cleanouts shall be adjusted to grade including paving within ten (10) working days after completion of paving.

Failure to comply shall result in a penalty of **ONE THOUSAND ($1,000) DOLLARS A DAY**.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After frames have been removed, the tops of each structure shall be carefully cleaned to provide a suitable foundation for the new material. The existing frames and covers shall remain the property of the City.

The Contractor should be made aware that there are some existing coated/lined sewer manholes in the project areas as called out in the plans. The Contractor, when adjusting these sewer manholes to grade, shall replace the existing coating/lining to the new grades.

Upon completion of the roadway resurfacing or construction, circular holes shall be cut where the water valves and sewer cleanouts or manholes exist and the valve cans and sewer manhole and cleanout frames and covers adjusted to the proper grade, and a 6” x 6” concrete collar shall be placed around outside of valve cans sewer cleanouts and manhole frames. The pavement shall then be replaced with a structural section equivalent to the adjacent areas. Any valve cans or sewer manholes and cleanouts found to be located within areas to receive concrete surfaces shall be adjusted to grade prior to placing the concrete. Any valve cans which may be located in areas

which will be excavated prior to placing of the base material shall be removed during excavation, stored, and reinstalled to proper grade by one of the above methods. The Contractor shall furnish any valve can parts, sleeves, grade rings and/or top sections needed to complete the installations. These parts shall be in accordance with the City of Buena Park Standard Plan Nos. 504, 505, 511, 518, and 530.

Contractor shall tie-out locations of all manholes and water valve covers to three permanent locations, prior to paving and supply the information to the Engineer.

If, when the frames are adjusted, it is determined that there will not be sufficient bearing in the opinion of the Engineer, between the ring and the remaining structure, two steel bars, not less than 1" by 3" shall be placed in such a way as to properly support the ring, after which the exterior of the ring will be covered with masonry in the normal fashion.

Frames shall be set to the grade of the new surface after the surfacing has been placed. The area around the frame and cover shall be filled with paving materials after the 6" x 6" concrete collar is placed, the surface of which shall conform to the grade of the finished surface. Manholes and lines must be cleaned if any debris is dropped into manhole.

After the completion of finish course paving operations and prior to raising frames to grade, the Contractor shall allow two (2) working days before final striping. This does not include cat-tracking, which shall be done within 24 hours after paving as directed by the Engineer.

SECTION 302 ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

PLACING SAND ON ANY ASPHALT SURFACE WILL NOT BE ALLOWED.

The asphalt concrete mix design and material list and source shall be submitted to the Engineer for approval a minimum of ten (10) working days prior to use.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

Prior to paving, all grass or vegetation growing through cracks in the pavement or adjacent to curb and gutter shall be removed and the areas sprayed with a soil sterilizer approved by the Engineer. Streets that get full depth AC removal shall be treated with weed killer (colored type) spectracide or approved equal.

Tack coat shall be placed on one lane at a time and no further than 200 feet ahead of paving operation. Unit price bid for asphalt shall include tack coat.

The surface shall be cleaned by use of a mobile sweeper and washed with water and allowed to dry prior to surface course applications.

At least 75%, by weight, of the material retained in the No. 4 sieve shall have at least one fractured face as determined by Test Method No. Calif. 205.

Asphalt Concrete Base Course shall be of the thickness as shown on the plans and TYPE III-B2 PG 70-10 (3/4").

A single AC layer as indicated on the plans shall be placed with suitable equipment and rolled lightly for grade control purposes only. Contractor shall exercise caution in these areas to prevent pumping of subgrade. Relative compaction requirement is waived for this initial base layer in the wet sub-grade areas only. The completed base layer shall be allowed to cool for a minimum of 15 hours prior to placing next layer of asphalt. No truck shall be permitted to operate on the sub-grade or the asphalt until the suitable cooling period is expired per the direction of Engineer.

Asphalt Concrete Leveling Course shall be of thickness as shown on the plans and be TYPE III-C3 PG 70-10. All asphalt leveling courses shall conform to Section 203-6 of the Standard Specifications. Hot tack coat shall be Grade SS-1h emulsified asphalt.

Asphalt Concrete Bridge Mix (Soft Areas) shall be used for backfilling in over-excavated soft areas encountered during work as directed by the Engineer. A one-ton batch shall contain:

- Sand…….(24%)……...458 lbs.
- 3/8" (1 cm) Aggregate……...(35%)……..... 667 lbs.
- ½" (1.5 cm) Aggregate…… (12%)…….. 229 lbs.
- ¾" (2 cm) Aggregate…….....(29%)…….. 553 lbs
- Asphalt viscosity grade **PG 70-10**…….. (4.9%)…….....93 lbs.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications and these Special Provisions. Bridge mix shall be placed without compaction effort. Care shall be taken to keep bottom of sub grade flat.

If applicable, **1 ½" Asphalt Concrete Leveling Course** shall be used at the direction of the Engineer as deemed necessary by field conditions. Leveling course shall be a minimum of 1 ½" in thickness and will be required when, in the opinion of the Engineer, the base paving is not suitable to provide adequate support for the finish course of paving.

Rolling equipment shall conform to the provisions of Subsection 302-5.6 of the Standard Specifications, except three-wheel rollers shall not be permitted and pneumatic rollers shall be used on base courses only. Rolling equipment on local roads shall be a minimum of one 8-ton, 2–axle tandem roller for each fifty (50) tons, or fraction thereof, of asphalt concrete placed per hour by each asphalt paver.

The Engineer will vary paving rates as necessary or require additional compaction equipment in order to insure adequate compaction of the hot mixture.

All locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, Contractor shall saw cut existing pavement to provide straight, neat lines and feather the new pavement to form smooth transition with the existing pavement.

Prior to the feathering process, the Contractor shall cold mill the existing pavement a minimum of five (5) feet (1500 mm) in width from the edge of gutter or from join lines as designated by the Engineer. Contractor shall remove all loose materials from site after cold milling. Asphalt joints shall be sealed with approved bituminous material.

Note: Contractor shall water test all streets for drainage and drivability prior to final approval and payment for the work, at no cost to the City.

Temporary striping: Lane line delineation shall be accomplished using reflectorized slurry tabs, and shall be placed after each paving operation. In accordance with the approved striping plan, twelve (12) inch wide reflectorized striping tape shall be used for stop bars and crosswalks. Said tape shall be removed from temporary surfaces prior to placement of additional asphalt. Temporary striping on cold milled surfaces shall be paint.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

The Contractor shall provide and maintain a walkway area with a minimum unobstructed width of four (4) feet (1,200 mm) for pedestrian traffic at all times, whenever possible. “SIDEWALK CLOSED AHEAD” signs shall be posted per the Engineer’s direction whenever sidewalk is closed for construction.

Concrete driveway approaches shall be constructed per City of Buena Park Standard Plan 213 and as modified if shown on the Plans. The Contractor shall provide secondary access to all businesses/residents during construction of driveway approaches. If not possible, the Contractor shall construct the approaches so as to maintain private property accessibility.

New wheelchair ramps shall be constructed per Caltrans Standard Plan A88A, unless otherwise noted on the project plans. All new ramps shall have a zero-inch (0”) lip of gutter at the ramp opening and a cast-in-place detectable warning surface 3’x4’ (blue in color). The PCC curb and gutter construction, which is related to the PCC wheelchair ramp construction, shall be considered as part of the wheelchair ramp.

Sidewalks, driveway approaches, curb ramps, and curb and gutter construction shall match existing adjacent improvements as nearly as possible.

Control joints for curb and gutter shall be 1/4" (6 mm) wide and shall be constructed 10' apart as directed by the Engineer.

Sub-grade preparation shall consist of cut or fill as is necessary to maintain specified concrete thickness at the grade established by the Engineer. Compaction of subgrade shall be as specified in Section 301 of the Standard Specifications.

Backfill material placed behind newly constructed curbs shall be topsoil in the upper twelve inches (12") (300 mm) to accommodate landscaping materials.

All concrete removal areas shall have new concrete improvements installed within three (3) calendar days from the date of the removal unless approved otherwise by the Engineer.

No paving materials shall be placed until authorized by the Engineer or required test reports indicate compaction is acceptable.

The Contractor is responsible for the protection of the concrete work for the duration of the project and shall replace all damaged or destroyed concrete to the satisfaction of the engineer at no additional cost to the City.

Add Section 315 to the Standard Specifications:

SECTION 315 TRUNCATED DOME MAT

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Add Section 316 to the Standard Specifications:

SECTION 316 ACCESSIBLE RAMPS

The truncated dome mat shall be installed across the entire width of the bottom of the curb ramp and shall be installed per the manufacturer's installation recommendations and as directed by the Engineer.

At a minimum the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

All new accessible ramp construction shall be constructed to meet ADA and any applicable regulations, including transitioning beyond the accessible ramp limits to meet grade tolerance.

Contractor shall retrofit existing wheelchair ramps by grinding the concrete ramp flush with the gutter flowline.

Add Section 317 to the Standard Specifications:

SECTION 317 AESBESTOS AND LEAD REMOVAL

The City has obtained asbestos abatement report prepared by Forensic Analytical for the project. A copy of the report is attached to these specifications as Exhibit A. The work consists, in general, of the removal of all asbestos and lead containing materials from the project sites and includes, but is not limited to, project submittals, site preparation, asbestos and lead materials removal, containment, disposal, area clean up and agency clearance.

Prior to the proposed start of work, the Contractor shall submit the following information to the Engineer for review and approval. The Contractor shall not proceed until he has received approval of the requested information.

- Copy of all required State notifications.
- Copy of State or local license for waste hauler.

- Name and address of landfill where asbestos and lead containing waste materials are to be buried. Include contact person and telephone number.

- Chain-of-custody form and form of waste manifest proposed.
- Sample of disposal bag and any added labels to be used.

- Designated full time certified project supervisors resume.

- Copies of certificates from an EPA-approved AHERA abatement workers course for each worker as evidence that each asbestos abatement worker is accredited as required by AHERA regulation.

- Evidence that all workers have been trained, certified and accredited as required by State of California and by local code or regulation.

Upon completion of the work and disposal of the material of the material, submit copies of all manifests and disposal site receipts.

The abatement of asbestos and lead containing building materials from the subject buildings must meet all the laws, regulations, and standards included in state and federal documents. The Contractor shall bring to the attention of the Engineer any conflict between State and Federal requirements and the requirements of these specifications.

PART 4:

EXISTING IMPROVEMENTS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 4 of the Standard Specifications.

SECTION 402 UTILITIES

402-1 LOCATION

The location and existence of any underground utility or substructure, if provided, is for reference only. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both.

Prior to start of construction and not less than 48 hours, the Contractor shall notify the Underground Service Alert (USA) at (800) 227-2600. No compensation will be allowed for repairing of damage incurred by the Contractor to any utility.

For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

Within five (5) working days after the completion of the work, or phase of work, the Contractor shall remove all USA utility markings. Any surface damaged by the removal effort shall be repaired to its pre-construction condition or better.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq*. requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____ _____
("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

Any portions of curb, gutter, sidewalk or any other City and/or private improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his/her or her Bid.

402-3 REMOVAL

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and native/non-native obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work. The remaining portion of an existing Utility which is left in place shall be properly abandoned, accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

SECTION 404 COLD MILLING

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the plans and in accordance with these Special Provisions. The milling of asphalt concrete will only be permitted to take place immediately prior to paving.

It is anticipated, due to the large amounts of milling to be performed, that traffic will be transferred onto milled surfaces for short intervals prior to placement of the asphalt concrete. The milled surfaces to receive traffic must have an approved satisfactory driving surface before traffic will be allowed to resume use. Abrupt changes in surface elevation of greater than 3/8 inch (10 mm) will not be allowed. Therefore, where milling depths as shown on the plans exceed 3/8 inch (10 mm) in depth, a tapered mill perpendicular to the direction of travel, at the rate of one 1 inch (25 mm) per five (5) feet (1500 mm), shall be required until the specified depth of mill is reached.

Abrupt changes in the pavement surface elevation in the longitudinal direction (parallel to the direction of travel) shall not be allowed. A minimum of three (3) foot (900 mm) transition is required for longitudinal grade differences over 3/8 inch (10 mm).

Upon completion of milling operations, the Contractor shall place hot mix AC to reduce the lip

where wheelchair access ramps are located to assist use by handicapped persons. The hot mix will then be removed no sooner than 24 hours prior to paving.

Both the perpendicular and parallel temporary taper transition may be achieved by over milling outside of the specified full depth mill limits or by using a full depth mill inside the specified full depth mill limits followed by a temporary asphalt concrete ramp. The temporary asphalt concrete ramp must be removed just prior to the actual asphalt concrete base course placement. Adherence to all of the preceding temporary pavement surface maintenance requirements shall be absorbed into the unit costs for the various mills. No additional compensation will be allowed.

Milled asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface milled irrespective of the number of passes required.

All milled material shall become the property of the Contractor.

PART 5:

PIPELINE SYSTEM REHABILITATION

Unless otherwise noted, the provisions below shall supplement but not replace those provisions in Part 5 of the Standard Specifications.

SECTION 500 PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1 GENERAL

The Contractor shall field verify pipe diameter at the maintenance holes and lengths prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between information obtained in the field and existing plans.

A Contractor licensed by the manufacturer/owner of the process shall perform installation of the sewer lining. Bidders are required to submit copies of such licenses with their bids. A bidder's failure to do so shall render their bid non-responsive.

Bidders shall provide proof of meeting the requirements for chemical resistance and physical testing of the above selected liner system along with their bid.

Minimum pipe liner wall thickness: The minimum finished liner thickness shall conform to Table 500-1.1.1.a below:

Table 500-1.1.1.a

Host Pipe Diameter (inches)	6	8	12
Standard Dimension Ratio (SDR)	32.5	32.5	35
Liner Thickness (inches)	0.185	0.246	0.342

If the pipe liner process requires a thicker SDR for the site, or existing pipeline condition designed with a 2 to 1 safety factor the contractor shall provide the thicker pipe required.

CIPP designs shall use a minimum of 15% extra thickness to compensate for resin migration/seal factor to fill joints, cracked or deteriorated pipelines unless a higher % is noted on the plans or special provisions to fill cracked or detracted pipelines

500-2 SUBMITTALS

Submittals Required With The Bid:

Working Knowledge of the Scope of the Project, Submittal:

Name of person that inspected the job site and reviewed the CCTV video and log sheets (if available).

Manufacturers Material Certification, Submittal:

1. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the selected lining materials proposed.

2. Certification from manufacturer that the formulation has not changed since the chemical resistance testing was completed.

Product Trade Name, Submittal:

Submit the trade name of the selected process to complete this project.

Product Manufacturer, Submittal:

Submit copy of the manufacturer's literature, material data sheets, and installation procedures.

Manufactured flattened or folded, plastic pipe liner supplier shall provide the pipe manufacturers company name, address, date of inspection, and, names of GREENBOOK committee review team that reviewed the quality control procedures and inspected the manufacturing facilities.

Submittals due at the pre-construction meeting

Cured-in-Place Material, Submittal:

A copy of an infrared spectrum analyses chart for the vinyl ester or epoxy resin proposed. This will be used to match field sample test results from each installation.

1. Submittals required before each installation of pipe

Factory manufactured PVC pipe, Submittal:

Test results on each coil of pipe shall include all required testing results per the following GREENBOOK sections:

1. Folded and Re-Formed plastic pipe liner 500-1.10.2 (c) or 500-1.10.3 (c)

Cured-in-Place Pipe, Submittals:

1. Manufacturers certification and test results that manufactured Cured-in-Place felt tubes meet the requirements of ASTM F1216-93 and meet the minimum strength requirements of ASTM D5035-95
2. Manufacturers certification and test results that the vinyl ester or epoxy resin meet the physical requirements of the GREENBOOK table 500-1.1.4.2
3. The calculations for the quantity of resin required for each wet out shall be submitted and approved by the Engineer prior to wetting out the liner.
4. A copy of the wet out log sheet, including the date, and the wet out supervisor s name. This wet out log shall be certified by a registered California Engineer.

Samples for testing required at the end of each installation

1. A restrained test sample per specifications

Material Test Results required 30 days after installation

Material test results from installation restrained test samples to verify compliance with the values specified.

500-4 PIPELINE POINT REPAIR AND/OR REPLACEMENT

500-4.3 Sewer Bypassing and Dewatering: Additional work to repair any damage to the pipe lining system caused by failure of the bypassing system shall be the Contractor's responsibility

500-5 LINING

500-5.5 Cured-In-Place Pipe (CIPP) Liner

500-5.5.1 General: The Contractor shall obtain a permit from the wastewater treatment agency for the curing water. Permit for discharging curing water shall be obtained by the Contractor from the Industrial Waste Division. The curing water must be cooled to meet the discharge agencies' standards before releasing the flow.

500-5.5.2 Material Composition and Testing: The side of the liner exposed to the sewer flow after inversion is completed shall have a layer of polyurethane bonded to it, with a minimum thickness of 0.01-inch and shall be pinhole free. All seams and patches in the polyurethane coating shall be inspected under a black light. The tube shall be put under a vacuum at the factory and submerged in a die bath to verify that it is pinhole free.

The felt tube shall be continuous and of sufficient length to extend the entire reach (from entry to end or exit point) to be rehabilitated. No joints or laps will be permitted between maintenance

holes.

The factory test results for each batch of resin shall be submitted to the engineer before installation.

(Replace the last paragraph with the following.):

Testing of the installed CIPP liner is required for this project.

1. One 2-foot long sample shall be cut from each section of the pipe liner that has been inserted through a same diameter pipe mold, at the downstream and any intermediate maintenance holes in accordance with ASTM F 1216 Sections 8.1.1 and 8.1.2. A minimum of one sample shall be taken for each installation of pipe liner. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter and written verification by the onsite inspector.

2. The sample shall be checked by the inspector using ASTM D 2122-90 #7 to verify the minimum water way wall thickness specified in table 500-1 .1.1. (A)

Each sample shall be submitted by the Engineer to an independent testing laboratory for Infrared spectrum analysis comparison testing. This test result will be compared against the infrared spectrum analyses chart submitted at the pre construction conference to verify that a vinyl ester or epoxy resin was installed. All costs for this testing shall be paid for by the Contractor and included in the bid price. (Test lab Harlan & Assoc. 11

3. Duboise Ave. San Francisco, CA 94103-1228 (415) 621-7245 or other lab approved by the Engineer).

4. The physical properties of the installed CIPP liner shall be verified through field sampling and independent laboratory testing as approved by the Engineer. The samples shall be submitted to an independent testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.5.2.

5. Resin cure quality shall be tested per ASTM F1216 a D 903 delamination test shall be preformed for each inversion.

6. All costs for the above testing shall be paid for by the Contractor and included in the bid price.

7. Test results are due within 30 calendar days from the date the samples were taken. The Contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.5.8 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.5.4 Chemical Resistance Testing: Proof of meeting these requirements shall be submitted with the Contractor's bid.

500-5.5.5 Installation: The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage, stretching during installation and loss of resin through cracks and irregularities in the host pipe.

The calculations for the quantity of resin required shall be submitted and approved by the engineer prior to wetting out the liner. A roller system shall be used to uniformly distribute the resin throughout the tube. The gap in the rollers shall be verified every 50 feet.

The Contractor shall use either an end-stop or hold-back mechanism to prevent the felt tube from extending into conduits that are not to be rehabilitated.

500-5.5.6 Curing: The heat source shall be fitted with monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the impregnated liner and the existing pipe invert at the remote maintenance hole to determine the temperature during cure.

The time required to cure is a function of the pipeline section diameter and length and shall be determined by the Contractor in accordance with the lining manufacturer's instructions. The Contractor shall be responsible for determining when curing has been accomplished to meet the specified properties. Care shall be taken during the elevated curing temperatures so as not to over stress the fiber felt liner.

The cured liner shall have a smooth finish inside. Any roughness that may affect the hydraulic conditions shall be removed by sanding or trimming the "fins" or folds. The Contractor may either apply a sealant compatible with the material to areas where sanding has taken place or reline from maintenance hole to maintenance hole as approved by the Engineer.

500-5.5.7 End Seals: After installation the ends of the liner shall be cut off at the maintenance hole. The cuts shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole over 2 inches.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-5.10 Folded and Re-Formed PVC Pipe Liner

Subsection 500-5.10.2 (c)- Material and Equipment Acceptance (add to the end of second paragraph):

The factory test results for each coil of pipe shall be submitted to the Engineer before installation.

Subsection 500-5.11.5 - Chemical Resistance and Physical Testing (modify the last sentence of the paragraph as follows):

Proof of meeting these requirements shall be submitted with the Contractor's bid.

Subsection 500-5.10.3(f) - Installation and Field Inspection (replace the last paragraph with the following):

Testing of the installed PVC liner is required for this project.

1. Before installation the pipe coils shall be checked by the Engineer using ASTM D 2122-90 #7 to verify compliance with the minimum wall thickness in table 500-5.1.1. (A).

2. Before each installation the Contractor shall measure the OD of the liner pipe and the ID of the host pipe to verify that the liner will fit tightly and is not too small or to large.

3. One 2-foot long sample shall be cut from a section of the pipe liner that has been inserted through a same diameter pipe mold, at the upstream, downstream, intermediate, or above ground maintenance hole. One sample shall be taken for each 1,200 feet or fraction thereof of pipe with a minimum of two (2) samples. The sampling location(s) shall be designated by the Engineer. The samples shall be tagged with information including, but not limited to, the location of sample(s), date, pipe diameter, and written verification by the onsite inspector.

4. The physical properties of the installed PVC liner shall be verified through field sampling and laboratory testing as approved by the engineer. The samples shall be submitted to a testing laboratory and tested in accordance with ASTM D 638 and ASTM 790 to confirm that the pipe liner conforms to the minimum requirements of the standard specifications section 500-5.10.2 (B) or 500-5.10.3. (B)

5. Pipe quality shall be verified through testing per ASTM F 1504 an F 1057 heat reversion test shall be performed on each test sample.

6. All costs for testing shall be paid for by the Contractor and included in the bid price.

7. Test results are due within 30 calendar days from the date the samples were taken. The contractor shall be responsible for repairing non-compliant pipe liner in accordance with section 500-5.10.9 of the SSPWC. The Engineer may grant a time extension for this repair.

500-5.10.4 End Seals: After installation, the liner shall be cut off in the maintenance hole. The cut shall be smooth and parallel with the maintenance hole wall. The finished liner shall not protrude into the maintenance hole. The contractor shall cut off the liner as close to flush with the maintenance hole as possible.

If the maintenance hole has been lined through, the top half of the liner pipe may be cut off even with the top of the shelf leaving the channel lined.

500-8 SERVICE CONNECTION RE-ESTABLISHMENT

Protruding laterals: The Contractor shall assume that there are no protruding laterals unless it is noted in the special provisions, CCTV video or log sheets made available to the Contractor before the bid opening. Prior to insertion of the liner, the contractor shall cut off interfering identified protruding laterals as close to the flush with the pipe interior as practicable.

The Contractor shall pay for all costs for required point repairs or excavation made for the service connections that are found plugged by the rehabilitation process.

To prevent maintenance problems such as roots, infiltration, exfiltration, or loss of backfill material into the newly lined pipe, all plugged service connections identified in the prelining videotape shall not be opened unless specifically directed by the engineer in the special provisions.

The lateral opening cuts shall conform to the shape and size of the inside diameter of the existing

service connection.

All final lateral cuts shall be finished off with a wire brush to remove chips, strings, and curlicues to provide a smooth opening.

Service connections shall not be made until the liner pipe has stabilized. The use of mechanical restraining devices (such as red heads) that will restrict the pipe from completely stabilizing will not be allowed.

Lateral cut coupons shall be trapped and removed at the downstream manhole after the laterals have been opened. The Engineer will deduct up to fifty dollars for each lateral cut coupon two inches or larger left inside the sewer system.

Visible gaps 1/8 of an inch or larger between the outside liner waterway and the host pipe at the cut service connection will be sealed at the contractor's expense using the following service connection sealing methods:

Method 1: Shore and excavate to expose the connection, use approved sealant to caulk the circumference of rehabilitation pipe to host pipe joint, seal the service connection to the host pipe with acid-resistant epoxy/resin mortar and backfill. The epoxy/resin material shall have proof of having passed the same chemical resistance test as the pipe liner materials.

Method 2: Robotic-access repair. Isolate the service connection to prevent unintended migration of grout. Pressure injects grout to seal the connection, annulus, broken joints, cracks, and etcetera. A resin or Grout mix: Portland cement, fly ash, water reducer and plasticizers to yield 2,000-psi compressive strength at 28 days. Pressure injects grout until 0.25 cu. ft. is injected for pipe 12 inches or less and a gage measured at the service connection is maintained for five minutes without grout take. If the grout isolation system fails or is ineffective, use Method 1 to seal all remaining connections. Remove errant grout that restricts full, laminar flow from the service connection or pipe liner.

If the end of the liner pipe in the maintenance hole shrinks back inside the pipe during the warranty period the pipeline shall be re-televised by the Contractor. Any service laterals connections that have slipped or are offset shall be repaired by ether method 1 or 2 specified above as approved by the Engineer. No extra compensation shall be paid for this.

1. Sanitation Facilities
   A clean portable unisex sanitation facility with a light shall be provided at each of the CCTV, cleaning, lining, and lateral cutting job sites for use by the Contractors crews, City Inspector, and Engineer.

2. Bypass pumping
   Bypass pumps sized to adequately handle the flow and hoses shall be set up for every run. The bypass shall be set up and run prior to the pre-lining CCTV inspection and continued throughout the entire lining process, lateral cutting, and not shut down until after the post-lining CCTV inspection is completed.

   A spare pump of equal size and power to the one required to adequately handle the flow and extra fuel to operate eight hours shall be onsite as a backup for every bypass to prevent a sewer spill.

3. Air testing of the installed Liner.

   After the liner is installed and before the laterals are cut the installed liner pipe shall be air pressure tested per GREENBOOK Section 306-7.8. The air pressure shall be stabilized at 5-psi gauge pressure. The pressure shall be held for a time specified in Table 306-7.8.2.4 to the pipeline length with 0 feet house connections. The pressure shall not drop to less than 4-psi gauge pressure after testing to the time specified.

   If the time lapse is less than shown in the table, the Contractor shall make the necessary corrections to the liner pipe to reduce the leakage to acceptable limits and retest.

Add Section 500-13 to the Standard Specifications:

500-13 HANDLING

The Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated felt tube liner shall be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect all materials and procedures. The Contractor shall pay all inspection costs required for this wet out process and shall include this cost in the bid price.

SECTION 502 MANHOLE AND STRUCTURE REHABILITATION

Manhole lining material shall be of the type and kind approved by the Orange County Sanitation District (OCSD) and shall comply with Section 500 of the Standard Specifications for Public Works Construction "GREENBOOK" and its Supplements, 2021 or latest edition, and need to be approved by the City Engineer, and these Special Provisions.

Epoxy Lining System in compliance with Section 500-5.4 shall be used

Resurfacing of all uneven surfaces to a smooth finish shall be completed in accordance with Subsection 502-4 Repair Resurfacing and Active Infiltration, prior to application of the lining system.

502-2 SUBMITTALS

Submittals Required With The Bid:

1. **Working Knowledge of the Scope of the Project, Submittal:** Name of person that inspected the job site and the condition of the maintenance manholes to have lining repairs.

2. **Manufacturers Material Certification, Submittal:**

   a. Copy of third party GREENBOOK chemical resistance test results (Pickle Jar Test) 210-2.3.3 for each of the lining materials proposed.

   b. Copy from the liner material manufacturer's certifying that the formulation of the liner has not changed since the lining material was

tested per the current version of the (Pickle Jar Test) 210-2.3.3.

3. **Product Trade Name, Submittal:** Submit the trade name of the process, or process proposed to complete this project.

4. **Product Manufacturer, Submittal**: Copy of the manufacturer's literature, material data sheets, and installation procedures.

5. **Protective Lining Material Suppliers 5 Year Warranty, Submittal:** A copy of the protective lining material manufacturers written 5 year protective lining material warrantee complying with the Warranty Section of these Special Provisions.

6. **Protective Lining Contractors 5 Year Workmanship Warranty, Submittal:** A copy of the Contractors written 5 year protective lining installation workmanship warranty complying with the Warranty Section of these Special Provisions.

7. **Reference Submittal:** County Sanitation District approval letter, Reference List and approval letters of other "major" agencies who have used and approved the product.

8. **Workers' Compensation Experience:** Submit your Workers' Compensation Rating Form from the WCIRB California.

502-3 CLEANING, SURFACE PREPARATION AND INSPECTION

Surface preparation shall be provided for the interior of every manhole where lining repair is needed, including shaft.

Repairs with rapid setting repair mortars compatible with liner shall be provided for the interior of every manhole including shaft, prior to the manhole being lined. Contractor shall apply epoxy coating 16" below the top of the sewer manhole.

1. Repair method for interface of Epoxy & Epoxy or Epoxy & Polyurethane:

Contractor shall provide 4" overlap at repair interface. The overlap is included in the 16" epoxy coating.

2. Channel and Shelf/Bench Rebuilding

Concrete channel and shelf areas shall be brought back to their original dimensions using cement mortar. Shelves or benches shall be finished with a hand trowel to provide a smooth and uniform width channel.

3. Channel and Shelf Spray Applied Coating

After the manhole wall lining is completed the shelves shall be coated with epoxy lining system, per applicable section 502-5.4, from the bottom six inches of the manhole wall lining to the top of the channel. The minimum thickness shall be 125 mils. All exposed concrete above the low flow

line shall be covered. The coating thickness shall be verified during installation by use of a wet mill gauge.

4. Water Tightness before Lining

After surface preparation and prior to concrete repair, the Contractor shall stop all active leaks in the existing structure. The method of stopping these leaks shall be by injection of chemical grout as approved by the Engineer. Chemical grout shall be 3M 5610 or equal. All grouting will be performed in accordance with NASSCO Specifications, (Refer to 10th edition, 2000 NASSCO Specification on manhole sealing, page 216, Section 3). Grouting if required by the Engineer shall be paid for on a time and material basis.

5. Finished Diameter of the Maintenance Hole

The finished inside diameter of the manhole shall be not less than 1 inch of the original inside diameter of the Maintenance Hole to preserve the maximum working area for maintenance equipment and worker safety.

6. Final Inspection Spark Testing

The finished Protective liners will be 100% spark tested for pinholes with a spark tester set at minimum of 15,000 volts. All areas in question shall be marked and patched. These patched areas shall be retested with the spark tester set at 15,000 volts.

Add Sections 503 to the Standard Specifications:

SECTION 503 COMPOSITE UTILITY ACCESS FRAMES AND COVERS

Composite utility access cover and frames shall be manufactured in the United States of America. Composite utility access covers and frames shall consist of a fiber reinforced polymer (FRP) matrix consisting of between 45% to 70% fiber reinforcement by weights. Fiber reinforcement shall consist of fiberglass, carbon, aramid, basalt and/or hybrid chemical composition. The finished product will inherently feature strength to weight ratio of 750:1. All products shall be audited by an Independent Third Party.

Composite utility access covers and frames must be of a weight that is safe for one individual to handle. Covers and frames must also contain a surface feature that facilitates easy removal and product handling. Covers should also contain a locking feature or mechanism that retains the cover to the frame. Composite utility access covers and frames will be tested to ASTM Standard C1028 – finished products will feature a skid slip ratio of 0.6 in both wet and dry applications. Product shall meet AASHTO M306-05 H-20 & H-25 EN 124 D400 load rating.

Frames and covers shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface. Manhole lining repairs and spark testing shall be done for the existing lined manholes where specified in the bid items. Contractor shall dispose of the removed access frames and covers and debris from removal.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12” Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PRODUCTS:

1. GMI Composite Cover, 2600 Series Frame and Cover, with TwistLIFT Lock manufactured by Titus Industrial Group, Inc.
2. Or approved equal. Any substitutes shall be approved by the Engineer.

Add Section 504 to the Standard Specifications:

SECTION 504 SEWER MANHOLE FRAME AND COVER

Replacement of sewer manhole covers shall comply with City of Buena Park Standards STD-505 and STD-510.

Existing frames shall be adjusted to grade with materials of the same kind or quality as those in the original structures and in accordance with the Standard Specifications. After the frame has been removed from the top of each structure, it shall be cleaned to provide a suitable foundation for the new liner material. The existing frames and covers shall remain the property of the City of Buena Park.
Frames shall be set to the grade in the immediate area. The area around the frame and cover shall be filled with paving materials, the surface of which shall conform to the grade of the finished surface.

Manholes and sewer lines must be cleaned of any debris that is dropped into the manhole.

Construct 12” Portland cement concrete collar (560-C-3250 concrete) around manhole cover and frame. Circular collar in paved areas, manhole shall be raised to grade and concrete collar poured after final surface course is placed. See City of Buena Park Standard STD-505 and STD-510 for additional information.

PART 6:

TEMPORARY TRAFFIC CONTROL

Unless otherwise noted, the provisions below shall supplement those provisions in Part 6 of the Standard Specifications.

SECTION 600 ACCESS

600-1 GENERAL

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of all modes of transportation until the Work called for in the Contract Documents and as directed by the Engineer is complete.

Access to properties shall be maintained at all times during construction. **Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12" minimum width) shall be installed as approved by the Engineer.**

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2 TEMPORARY TRAFFIC CONTROL PLAN (IF APPLICABLE)

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan ("TCP") for all phases of construction for review and shall conform to the Standard Specifications, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices ("MUTCD"), the latest edition of Caltrans Standard Specifications and the latest edition of Caltrans Standard Plans and must be approved by the Engineer before construction. The TCP shall be prepared under the supervision of and signed and stamped by a California-registered Professional Civil Engineer or a Traffic Engineer, as determined by the Engineer.

The TCP shall be drawn to a 1-inch = 40 feet scale on either 11 x 17 inches or 24 x 36 inches plan sheets as dictated by the length of the Work. The TCP shall cover signing, flagging, detour, geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

For construction in the vicinity of a school, the Contractor shall contact the School District, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the appropriate school district(s) on routes serving the school for student arrivals and departures are not impacted

between one (1) hour before and one-half (1/2) hour after the school day start time and one (1) hour before or one-half 1/2) hour after school day end time.

Add Subsection 601-2.3 to the Standard Specifications:

601-2.3 Work Area Traffic Control:

Lane closures shall conform to the requirements of the Work Area Traffic Control Handbook (WATCH Manual) and the traffic control plans for the project. At the close of each working day access to private property and cross streets shall be provided. All signs shall conform to and be placed in accordance with current City, State Standards and approved traffic control plans and as directed by the Engineer. Delineators shall be single column 42" plastic type with reflective sleeves. Barricades shall have flashers.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

When entering or leaving streets, the Contractor's equipment, whether empty or loaded, shall in all cases yield to traffic.

Flagmen and guards, while on duty and assigned to give warning to the public that an area is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment by the Contractor in accordance with the current "Instructions to Flagmen," contained in the State of California, Department of Transportation, Traffic Manual. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's own expense. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways."

Contractor shall provide solar-powered battery, sequential arrow boards for all lane closures per the traffic control plan of this contract.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the motoring public within the limits of the construction area. If any traffic control facilities are damaged, displaced or are not in an upright position from a cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the street, all in accordance with the provisions of the Vehicle Code and the current State of California Manual on Uniform Traffic Control Devices (MUTCD). Covering of signs and signal heads shall be accomplished by using burlap sacks only; no taping will be allowed. The base material of construction area signs shall not be plywood.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The length of taper for each lane width of closure shall be per the California Work Area Traffic Control Handbook (WATCH) manual.

Upon completing each phase, the Contractor shall immediately remove all temporary devices associated with the traffic control from the job site while restoring all pre-existing devices to their original condition.

The Engineer shall have the authority to order field changes for alleviating potentially hazardous and/or traffic congestion-causing conditions, at no cost to the City.

PART 7:

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 7 of the Standard Specifications.

SECTION 701 CONSTRUCTION

701-4 DAMAGE TO EXISTING SYSTEMS

The Contractor is to take special note of existing traffic signal detectors, conduits, pull boxes and other electrical facilities that are located in the proposed construction areas.

The Contractor shall ascertain the exact location and depth of existing detectors, conduits, pull boxes and other electrical facilities before using any tools or equipment that may damage or interfere with such facilities. The Contractor will be held responsible for any damage to the facilities and claims related to damage caused by his operations. Said costs and/or claims will be deducted from any moneys due to or to become due to the Contractor.

The cost of any temporary systems, which becomes necessary due to damage of existing

facilities or the convenience of the Contractor, shall be at the Contractor's expense and no compensation will be allowed therefore.

Add Subsection 701-17.6.7 to the Standard Specifications:

701-17.6.7 DETECTORS

All limit line detector loops shall be able to detect the Reference Bicycle Rider (RBR) per the requirements of Revision 3 to the 2014 (or Latest Edition) California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 4D.105(CA).

Limit line detector loops shall be Caltrans Type D per Caltrans 2018 (or Latest Edition) Standard Plan ES-5B. All other detector loops shall be Caltrans Type E per Caltrans 2015 (or Latest Edition) Standard Plan ES-5B. Installation of all detector loops shall be per Caltrans 2015 (or Latest Edition) Standard Plan ES-5A and ES-5B.

Prior to project acceptance, all loops shall be megger-tested from the controller cabinet to verify continuity of all splices as well as inductance of loops. Continuity tests and reading shall be documented and witnessed by the City Traffic Engineer or their representative. Bicycle loops

shall be tested to detect the RBR with 95% accuracy within a 6 foot by 6 foot limit line detection zone. This RBR testing shall require the Contractor to provide a bicycle and rider matching the definition of the RBR. Full compensation for testing costs shall be considered as included in the contract bid prices for various items of work, and no additional compensation will be allowed.

For reference, Revision 3 to the 2014 (or Latest Edition) CA MUTCD defines the Reference Bicycle Rider as: “a minimum 4 feet tall person, weighing minimum 90 lb, riding on an unmodified minimum 16 inch wheel bicycle with a non-ferromagnetic frame, non-ferromagnetic fork and cranks, aluminum rims, stainless steel spokes, and headlight.”

PART 8:

LANDSCAPING AND IRRIGATION

Unless otherwise noted, the provisions below shall supplement those provisions in Part 8 of the Standard Specifications.

SECTION 800 MATERIALS

Add Section 800-1.6 to the Standard Specifications:

800-1.6 Root Barrier

Where tree roots have been cut to repair curb and gutter, root barrier systems shall be installed where indicated on the plans at the discretion of the Engineer in accordance with the Orange County Public Works Standard Plan 1708.

These root barrier systems shall be constructed/ installed per manufacturer’s brochures/plans as approved in place by the Engineer or his designee prior to covering each site and replacing soil, landscaping irrigation, grass, etc.

W.A. RASIC CONSTRUCTION
GENERAL ENGINEERING CONTRACTOR

June 16, 2025

City of Buena Park
Department of Public Works
6650 Beach Blvd.
Buena Park, CA 90621

Attention: Mr. Jaden Miller, P.E.

Reference: Request for Proposal On-Call Emergency Water Repair Services
Subject: Transmittal Letter

Dear Mr. Miller,

W.A. Rasic Construction Company, Inc., a California Corporation, with a 41+ year track record of successful project delivery, is capable and committed to providing the appropriate resources required to fully support the City of Buena Park on a wide range of projects system wide. W.A. Rasic Construction is a general engineering contractor with an A and C-34 license issued by the State of California. Our strong qualification for being considered by your firm for this On-Call Emergency contract is based, in part, on our experience, which includes constructing some of the most difficult projects in the Western States, and our wide-ranging expertise as it relates to construction of petroleum pipelines, fueling facilities, large water diameter pipelines, sewer facilities, treatment facilities and civil projects.

In addition, we will provide the City of Buena Park with an extremely well rounded and qualified team, composed of dedicated and experienced team members. W.A. Rasic Construction has performed numerous projects in the Orange County area, with many being emergency responses. One of the core functions of the Select Division of the company is emergency and on-call response to water and wastewater municipalities, companies, and districts throughout Southern California. Our project team and field personnel are extremely familiar with emergency and on-call response work and will apply that expertise to our services to the City of Buena Park.

Herein you will find our response to the Request for Proposals via the outline described in the bid documents and containing all information requested. It will demonstrate that W.A. Rasic meets and exceeds all of the requirements of the City.

I am confident the experience, energy, enthusiasm, and desire of our team to manage your emergency and on-call needs with your firm is evident in the contents of this qualification submittal.

Reference: Request for Proposal On-Call Emergency Water Repair Services
Subject: Transmittal Letter

For all correspondence related to this qualification statement please contact Shane Sato, my Select Division Manager, as follows:

562-928-6111 (Corporate Office)
310-864-0278 (Cell phone)
ssato@warasic.com (email)

We look forward to your favorable consideration of our prequalification submittal and the opportunity of working with the City of Buena Park on your upcoming projects.

Sincerely,
W.A. Rasic Construction Company, Inc.

Peter L. Rasic
President

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Section 1 - Company Qualifications / Scope of Work

Since its inception in 1978 W.A. Rasic Construction Company, Inc. has focused primarily on constructing public works sewer, storm drain, and water projects throughout Southern California. With a focus on quality and forming long term relationships, W.A. Rasic Construction continues to secure and successfully complete some of the more difficult projects in both the public works and private sector, even in this challenged economic environment.

W.A. Rasic Construction performs millions of dollars of emergency work for over 30 clients and is one of the main core businesses of the Select Division, one of four divisions of the company. W. A. Rasic employs only skilled union labor, resulting in work performed faster, safer, and with a high degree of quality. We currently employ over 400 skilled professionals. We are on the on-call list for so many entities because we have a demonstrated track record of response, thoroughness, and quality of work. W.A. Rasic Construction has in-depth knowledge of the area and can offer competitive total project cost because of our skill level and familiarity with the work.

W.A. Rasic Construction owns a very large and diverse equipment fleet. Because of this, our yard location, and full-time staff, we can normally respond within two hours from receiving an emergency call, with most being responded within an hour. We have fully equipped emergency response trailers that the foremen can quickly attach to that will provide the majority of equipment and tools necessary to complete the repairs.

W.A. Rasic Construction is also setup for after-hours emergencies. We maintain a list of employees who have made themselves available for such work, and maintain emergency numbers for our key water works suppliers that can also make materials available 24-hours a day. Our response time for after-hours emergency work is typically within two hours. W.A. Rasic Construction's corporate office, containing all of its project management, engineering, and administration staff is located in the City of Long Beach, just a short distance from the City of Buena Park. This will allow us to quickly get management to the site to evaluate and assist in any emergency or to meet the City's staff to look at work in the field for upcoming tasks.

In its long history W.A. Rasic has never failed to complete a project. Considering that we target the most difficult projects in the Western States, we believe that this is a testament to our staff's dedication and ability to deliver projects regardless of difficulty.

City of Buena Park
Request for Proposals – On-Call Emergency Water Repair Services

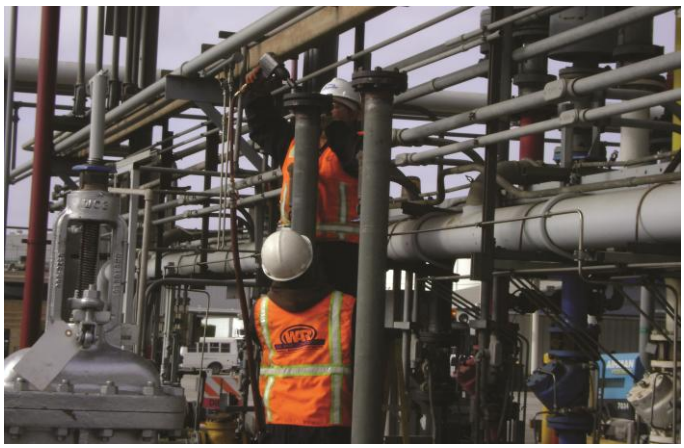
W.A. Rasic Construction is one of the largest privately held utility and heavy civil contractors in the Western States. We are currently ranked #14 nationwide in utility construction by ENR. Constructing a wide range of projects, varying in size from $5,000.00 to $100,000,000.00 under a multitude of delivery methods, W.A. Rasic Construction stands out as a truly diverse civil company focused on safety, quality, teamwork, and developing long lasting client relations.

Our capabilities include:

- Water
- Wastewater
- Oil & Gas
- Power & Communications
- Storm Drain
- Concrete Facilities
- Mechanical Piping
- Tunneling
- Rail
- Design-Build
- Emergency Response
- Shoring
- Dewatering
- Demolition & Recycling







We proudly stand as one the few contractors with the flexibility, diversity and capability to span the full spectrum of civil construction.

Our corporate headquarters is located in Long Beach, California, with two primary staging locations for our equipment fleet in Southern California: our five-acre operations facility located in Bell Gardens, and our five-acre Perris facility. These two primary equipment facilities allow W.A. Rasic Construction to house and maintain a large fleet of equipment.

W.A. Rasic Construction's smallest project for 2025 was $1023. Its largest under construction is over $100M. We approach every project the same with focus on quality, safety, and timeliness. This is how we have built our reputation and obtained so many on-call contracts based on our demonstrated history.

Section 2 – Contractor's Representative

For this contract the primary representative would be:

Shane Sato, EIT, STSC
Division Manager
ssato@warasic.com
310-864-0278 mobile

The alternate contact for emergency response would be:

Manuel Cristobal
Project Manager
mcristobal@warasic.com
310-864-1225 mobile

W.A. Rasic Construction maintains a call service after-hours at 562-928-6111. This ensures that the City will always be able to reach someone at W.A. Rasic for emergency response.

If awarded the contract we would meet with the City and provide a call list of representatives that would interface with the City's field staff for even quicker response.

Section 3 - Local Staffing List

W.A. Rasic Construction's corporate headquarters is located in Long Beach, California, with primary staging location for our equipment fleet at our five-acre operations facility located in Bell Gardens. This equipment facility allows W.A. Rasic Construction to house and maintain a large fleet of equipment ranging from Super-10 Dumps, Heavy Trucks, Trailers, and Backhoes to Graders, Hydraulic Breakers, Loaders, and Excavators that range in size from 7,500 lbs to over 200,000 lbs. W.A. Rasic Construction owns one of the most comprehensive fleets, giving us the capability to successfully construct virtually any civil piping project.

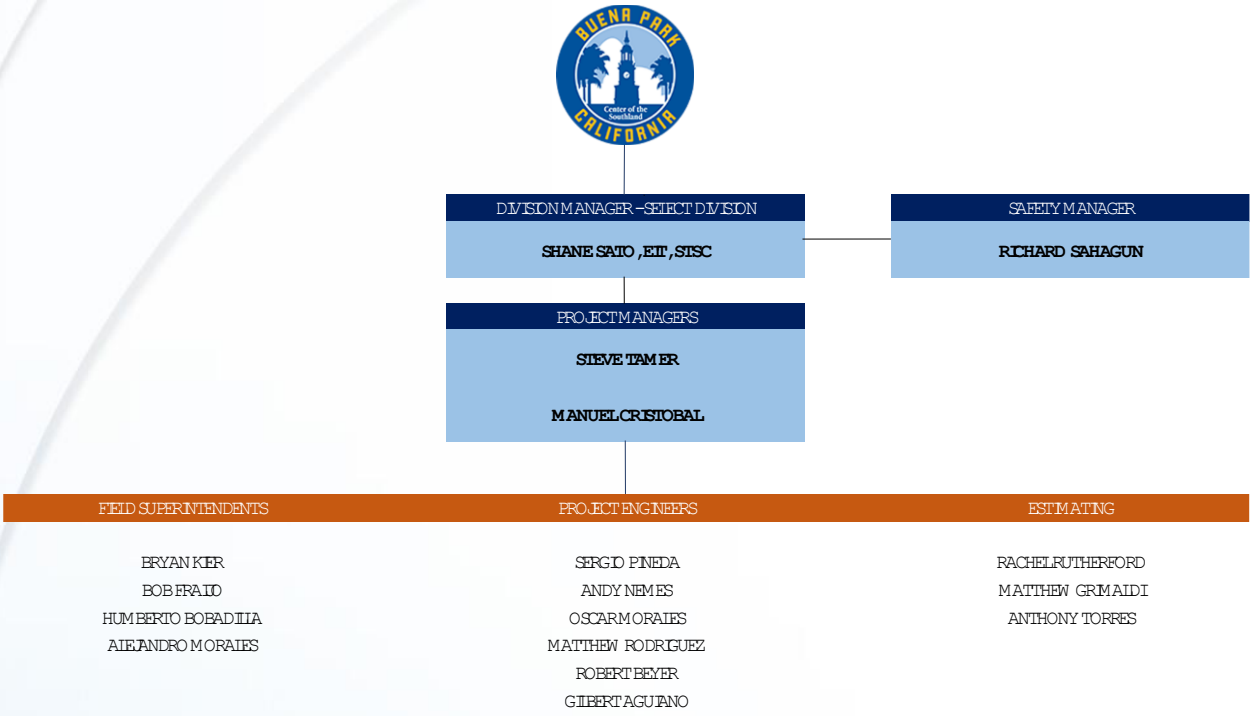
W.A. Rasic Construction employs over 400 skilled employees in the Southern California area performing over 1,000 projects a year. There are always multiple crews within a two (2) hour drive to the City of Buena Park. Our corporate office is in Long Beach, only minutes away from the City of Buena Park. Project management and field engineers are stationed there so we can have management onsite within a short period of time during the day and not much more at night.

W.A. Rasic Construction plans to self-perform the majority of the work awarded. If there comes a time where we have to hire a Subcontractor for a specific scope we will forward the necessary information to the Agency.

W.A. Rasic Construction utilizes all union-signatory field staff and subcontractors. This assures us a large pool of trained and skilled talent at all times. This also assures the City that prevailing wages will be paid as the local unions' wage scales all match the state and county prevailing wage structures.

Our staff is well-versed in the requirements of working in coastal environments as we provide similar services for the City of Long Beach, County of Los Angeles Public Works, California Water Services, and others all operating next to the ocean and coastal areas. W.A. Rasic Construction performs over $120 million a year in Public Works projects for various entities in Southern California so are very familiar with the requirements of public works contracting, rules, regulations, and standards. We have performed well over a thousand projects involving water, sewer, and storm drainage and are one of the most experienced in the state.

Below is an organizational chart showing some of the team members that would be involved with on-call work for the City of Buena Park.



Shane Sato, Division Manager – BS/Civil Engineering/University of Hawaii at Manoa, 1996. Over 27 years of experience, ranging from pipelines and plants, to heavy civil, highway infrastructure, and underground utilities. He has worked on many various types of construction projects throughout the country. In addition to managing the work he is knowledgeable in managing labor forces, risk, maintenance programs, insurance, right-of-way acquisition, public relations, and scheduling. He has served as Project Manager, Superintendent, Project Engineer, and Estimator for projects ranging from $1,000 repairs to $1.75 billion design-build efforts. Engineer in Training (EIT), Southern California Water Utilities Association member, STSC, and State of California SWRCB Water Distribution Operator Grade D2 certification.

Richard Sahagun, Safety Director – Over 21 years of experience in the pipeline/civil construction industry. He has over 12 years of experience in safety coordination/management in multiple projects at a time. His expertise includes projects for the oil, gas, water, wastewater, and underground utilities industries. He coordinates and provides the training for all field personnel as required by State and Federal Laws. In conjunction with his staff of safety professionals performs site safety audits, writes Site Specific Safety Plans, reviews, and conducts safety stand down, tailgate and JHA meetings to ensure full compliance with client requirements and as directed by law. Please see resume below for a listing of memberships and certifications.

Robert Fraijo, Superintendent – Over 35 years in the construction industry. Bob is a construction superintendent overseeing numerous types of construction activities. His specialties include above ground mechanical piping projects, such as gas lines, steel piping, and double containment PVC chemical lines.

Bryan Kier, Superintendent – Over 23 years of civil construction experience in the pipeline industry has allowed him to coordinate effectively with multiple municipalities. Safety Trained Supervisor Construction (STSC).

Humberto Bobadilla – Superintendent – Over 33 years of experience in underground utility and pipeline work including trenching, excavation, trenchless installation, and rehabilitation of wet and dry utilities. Skilled in managing public works contracts ranging from $100K to over $15 million.

All of the key personnel listed above are more than capable of performing all the tasks that W.A. Rasic Construction will be self-performing for this contract and safely delivering a high quality project on schedule and on budget. All are familiar with on-call and emergency work. Once we receive a task order, we will assign the key personnel based on current availability, ensuring that the City of Buena Park is provided with a top-tier management team for the project. W.A. Rasic Construction commits to providing the City of Buena Park with a complete team for any emergency or on-call work it is assigned.

Negotiation of the contract with the City of Buena Park would be W.A. Rasic Construction's president, Peter L. Rasic. Other signatories include Walter A. Rasic, Jr., V.P./Secretary.

Section 4 - Subcontractors

W.A. Rasic Construction utilizes only subcontractors we are familiar with and can provide services at the level of quality and safety that we hold ourselves to. For an emergency on-call contract it is difficult to anticipate everything that may happen. However, we would normally utilize the services of these quality subcontractors for possible water related work. Generally, W.A. Rasic Construction can self-perform the vast majority of normal water utility related work.

Koppl – Hot Taps & Line Stops
Wells Tapping Services – Hot Taps & Line Stops
Rangeline – Hot Taps & Line Stops
Tom Grbavac & Sons – Sawcutting / Coring
Hardy & Harper – Asphalt Grind & Cap / Slurry Seal (wide sections – major paving)
Guzman Grading & Paving – Asphalt Grind & Cap / Slurry Seal (wide sections – major paving)
All-American Asphalt – Asphalt Grind & Cap / Slurry Seal (wide sections – major paving)
Safety Network – Engineered Traffic Control Plans / Major Intersection Traffic Control

Section 5 – Advance Notice Requirements

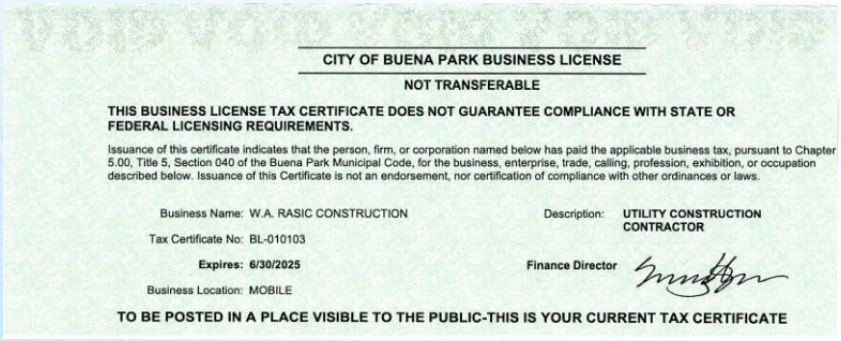
This contract requires response within three (3) hours for an emergency call out. We are fully able to meet that requirement as we have personnel and equipment throughout Los Angeles County, Orange County, and the Inland Empire.

The vast majority of our emergency on-call contracts require response within two (2) hours from a call, and that is the way we are setup for these types of responses. Generally we will have a foreman, superintendent, or other manager onsite within an hour and crews would begin mobilizing within that timeframe. Generally, we will have a minimum crew consisting of a backhoe, flatbed dump truck, traffic control, and laborers onsite within two hours, with additional equipment and subcontractors mobilizing as needed.

Section 6 – Evidence

Our work history, qualifications, and references proving our capabilities are within other sections of the proposal. Below are some other information showing we are fully licensed and qualified.

Company Name:	W.A. Rasic Construction Company, Inc.
Address:	4150 Long Beach Blvd., Long Beach, CA 90807
Telephone Number:	(562) 928-6111
Fax:	(562) 928-7339
Type of Entity:	A California Corporation
License #	368761
Classification:	A, C34
DIR#	1000000649
City License #:	14206428
Years in Business:	46 Years
Owners:	Peter L. Rasic - President
	Franky A. Rasic - Vice President/Treasurer
	Walter A. Rasic, Jr. - Vice President/Secretary



CITY OF BUENA PARK BUSINESS LICENSE

NOT TRANSFERABLE

THIS BUSINESS LICENSE TAX CERTIFICATE DOES NOT GUARANTEE COMPLIANCE WITH STATE OR FEDERAL LICENSING REQUIREMENTS.

Issuance of this certificate indicates that the person, firm, or corporation named below has paid the applicable business tax, pursuant to Chapter 5.00, Title 5, Section 040 of the Buena Park Municipal Code, for the business, enterprise, trade, calling, profession, exhibition, or occupation described below. Issuance of this Certificate is not an endorsement, nor certification of compliance with other ordinances or laws.

Business Name: W.A. RASIC CONSTRUCTION
Description: UTILITY CONSTRUCTION CONTRACTOR
Tax Certificate No: BL-010103
Expires: 6/30/2025
Finance Director
Business Location: MOBILE

TO BE POSTED IN A PLACE VISIBLE TO THE PUBLIC-THIS IS YOUR CURRENT TAX CERTIFICATE



dca
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE
License Number 368761
Entity CORP
Business Name W A RASIC CONSTRUCTION COMPANY INC
Classification(s) A C34
Expiration Date 01/31/2027
www.cslb.ca.gov

Addendum No. 1 added a requirement to show proof of bonding capacity. Please find attached Addendum No. 1 and letter from our bonding company.

Liberty Mutual Surety

790 The City Drive South, Suite 200
Orange, CA 92868
(800) 763-9268

January 9, 2025

Re: W.A. Rasic Construction Company, Inc.
Surety Pre-Qualification Letter

To Whom It May Concern,

W.A. Rasic Construction Company, Inc. is a valued surety client of Liberty Mutual Insurance Company since 2004 and has asked us to write to you regarding their bond capacity. We understand that you are considering them for future projects. Whereas we have not set a maximum single / aggregate bond limit, we would consider bonds as large as $250,000,000.00 within an aggregate program of $500,000,000.00.

Our investigation of W.A. Rasic Construction Company, Inc. clearly indicates a company that is thoroughly versed in the construction industry, with a wealth of experienced people, who have become known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship.

Based on our normal conditions being prevalent and all underwriting conditions being met, we can foresee no difficulty in fulfilling requests by your organization to execute faithful performance and labor and materials bonds, as required by the terms of a contract awarded to W.A. Rasic Construction Company, Inc.

Liberty Mutual Insurance Company is a California Admitted Surety Insurer, is listed on the Federal Register Circular 570, and is rated A (Excellent) XV by A.M. Best.

You understand, of course, that our consideration and issuance of bonds is a matter solely between W.A. Rasic Construction Company, Inc. and ourselves, and will be subject to our standard underwriting at the time of the request, which will include but not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability to third parties or to you by issuance of this letter or if for any reason we do not execute said bond or bonds.

Regards,
LIBERTY MUTUAL INSURANCE COMPANY



Daniel Huckabay
Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of Orange

On 01/09/2025 before me, Melissa Ann Vaccaro, Notary Public personally appeared Daniel Huckabay
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209029-969561**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Daniel Huckabay; Adrian Langrell; Chelsea Liberatore; Frank Morones; R. Nappi; Dwight Reilly; Shaunna Rozelle Ostrom; Ben Stong; Michael D. Stong; Benjamin Wolfe

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of January, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Section 7 - References

W.A. Rasic Construction Company performs on-call and emergency response to many agencies and entities similar to the work contemplated on this contract. W.A. Rasic Construction is an established leader in Emergency Response and is a core business of the Select Division of the company. We respond to all emergency callouts on a 365 day a year, 24-hour basis. We have responded to thousands of on-call projects throughout the history of the company. Below are descriptions with contact references for verification for similar on-call work performed for the past five (5) years:

Orange County Water District – Emergency On-Call and Minor Work Orders
Perform emergency response to water main breaks on various OCWD pipe systems, minor repair and adjustments on valve boxes, monitoring wells, enclosure boxes, etc.
Contact: Ben Smith | 714-378-3211 | bsmith@ocwd.org or John Bonsangue | 714-378-3353

County of Los Angeles Public Works Waterworks – Emergency On-Call
Perform emergency response to domestic water distribution system throughout service area and other related work on as-needed basis.
Contact: Randy Range | 661-607-8353 | rrange@dpw.lacounty.gov

City of Glendale – Emergency On-Call Sewer and Storm Drain
Perform emergency response to storm drain and sewer system throughout service area and other related work on as-needed basis.
Contact: Armen Avazian | 818-937-8246 | aavazian@GlendaleCA.gov

Liberty Utilities Agency – Emergency On-Call and Minor Work
Perform emergency response to domestic water distribution system throughout service area and other related work on as-needed basis.
Contact: Armando Gonzalez | 562-805-2080 | Armando.Gonzalez@libertyutilities.com

California Water Service Company – Master Contractor Program
Perform all water main and service installations in the East Los Angeles service area. Handle all emergency water main breaks and repairs, along with other work on as-needed basis.
Contact: Jim Crawford | 323-722-8601 | jcrawford@calwater.com

Sunny Slope Water Company – Emergency On-Call and Minor Work
Perform all water main installation, service installations, emergency response, and other minor work on as-needed basis.
Contact: Troy Holland | 626-287-5238 | troy@sunnyslopewatercompany.com

Rowland Water District – Emergency On-Call
Perform emergency response to domestic water distribution system throughout service area and other related work on as-needed basis.
Contact: Keith Fouts | 562-690-7145 | KFouts@rwd.org

Inland Empire Utilities Agency – Emergency On-Call and Minor Work
Perform emergency response to recycled water and primary sewer piping and facilities. Price and perform contract work up to $2M on piping or facilities.
Contact: Jerry Burke | 909-993-1547 | jburke@ieua.org

City of Chino – Emergency On-Call
Perform emergency response to domestic water distribution system throughout service area and other related work on as-needed basis.
Contact: Ernesto Robledo | 909-703-9897 | erobledo@cityofchino.org

City of Chino Hills – Emergency On-Call
Perform emergency response to domestic water distribution system throughout service area and other related work on as-needed basis.
Contact: Rene Mendoza | 909-364-2800 | rmendoza@chinohills.org

Other agencies we have contracts for on-call emergency work (not full list):

City of Anaheim	Mesa Water District	City of Corona
City of Cerritos	City of South Gate	Orange County Water Dist.
Port of Long Beach	East Orange County Water	City of Pico Rivera
Rowland Water District	City of Signal Hill	City of L.A. Dept. Gen Svcs.
Orange County San. Dist.		

We have many more private clients that we perform on-call and emergency work for. This list is confidential and can be discussed in a closed-door meeting.

As you can see from our client list, W.A. Rasic Construction has vast experience in on-call and emergency work. We typically have at least one (1) crew on on-call or emergency work every day of the year. We have responded to emergencies on Christmas, Thanksgiving, and about every holiday. We have responded to emergencies as small as a 1" service line to pipe > 40" and 30-feet deep. We treat every emergency the same, as priority one. We have asbestos pipe trained workers, confined space competent people, competent people in trench shoring and excavation, etc.

Section 8 – Bid Questionnaire

See Attached

BID QUESTIONAIRE

Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? **NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

   ☐ Yes ☒ No

   If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet rules on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

   ☐ Yes ☒ No

   If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contactor, in the past five years? **NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet rules on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

   ☒ Yes ☐ No

   If "yes," attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

   Daily, Tailgate Meetings

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: **NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

   Current year: 1.21
   Previous year: 1.18
   Year prior to previous year: .82

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

   ☐ Yes ☒ No

   If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one occasion during that last five years in which your firm was required to pay either back wages or penalties for own firm's failure to comply with the **state's** prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

   ☐ Yes ☒ No

   If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of the back wages and penalties that you were required to pay.

8. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

   ☐ Yes ☒ No

   If "yes," attach a separate signed page or pages, describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of the back wages you were required to pay along with the amount of any penalty paid.

9. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? NOTE: You may omit reference to any incident that occurred prior to January 1, 2014, if the violation was by a subcontractor's violation at the time they occurred.

   ☐ Yes ☒ No

   If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

City of Buena Park

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contactor, in the past five years?

Jobsite Location:	Miramar Rd & Alesmith Ct, San Diego, CA 92126
Date of Incident:	1/9/23 - 4/11/23
Description of Incident:	Rasic failed to notify the San Diego Air Pollution District in writing, within 2 working days of coming into the District, that a registered portable equipment unit (Asphalt Zipper) would be at a location for more than 5 days.
Department:	Air Pollution Control District
File Number:	APCD2023-NOV-000318
Claim Amount:	$250
Current Status:	Paid, Closed

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years: NOTE An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier. If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

7/1/2024	**1.22**
7/1/2023	**1.18**
7/1/2022	**0.82**

[See attached letter from Alicia Smith]

6/16/25
Date

Peter L. Rasic, President

COMMERCIAL ASSOCIATES INSURANCE

Member -
Western Insurance Agents Association

June 05, 2025

To Whom It May Concern

Re: W.A. Rasic Construction Company, Inc.
Workers' Compensation - Experience Modification History

Our firm handles the insurance for W.A. Rasic Construction Company, Inc. (WAR) and has done so for many years. Please accept this letter as confirmation of their five-year experience modification history as outlined below.

07/01/2024 (current)	1.21
07/01/2023	1.18
07/01/2022	.82
07/01/2021	.76
07/01/2020	.88

As you may be aware, all EMR's in CA are issued annually – changing effective with the normal work comp insurance policy anniversary date for each employer; which for WAR is July 1st each year. Further, each EMR always includes 3-years of work comp data in the calculation itself. Every time a new EMR is published, one year drops off (the oldest, already counted 3 times) and a new year comes into the formula. So, there's a rolling, cumulative three years' data included in EACH single annual EMR.

As you can see, the two most recent Experience Modification Rates (EMR) spiked considerably, and we had several incidents with extenuating circumstances that drove this. We do note the following additional information in regard to some of those claims impacting the EMR.

There were three (3) not-at-fault auto accidents included in the 2023 EMR and two (2) of those are still affecting the 2024 EMR as well.

- One for an injury where a drunk driver ran into our equipment with an employee operating it. In that instance, the other party had very low limits of insurance and the injured employee retained an attorney seeking recovery from the other party directly, in addition to his work comp claim. This significantly limited the amount WAR's work comp carrier could recover for the accident, leaving almost all of this not-at-fault large claim counting in the EMR.
- A second auto accident where, again, the injured employee also went after the at-fault party and this claim has still not been resolved due to multiple attorneys/liens, etc. WAR's work comp carrier may, or may not, be able to recover any money on this claim at the end of the day. At this time, the entire not-at-fault claim counts against WAR in the EMR until it is resolved.
- Lastly, one was a hit and run incident – there is no way to recover from the unknown party so the cost of that not-at-fault auto accident is also in the EMR.

Separately, WAR also had an employee who was only hired for the first time in 2019 and then in 2021 he had a claim for carpal tunnel in both hands. He had two separate surgeries, one for each hand. This was not the result of a specific

accident or unsafe incident, but rather repetitive use and it's very likely that this condition developed over a longer period of time than he was even employed with WAR. However, as the employer of record at the time of the claim, this is in the EMR.

Should you have any questions or need any additional information in this regard, please do not hesitate to contact me.

Sincerely,
COMMERCIAL ASSOCIATES INSURANCE

Alicia Smith, ARM, CRIS

/ads

Section 9 – Fee Schedule

W.A. Rasic Construction Company, Inc. is a fully union-signatory company. As such, all labor rates are per prevailing wage. Attached are our fully burdened and marked up labor and equipment rates. We request these be considered confidential to the City's use and view only to fullest extent permitted by law.

Materials, rentals, services, etc. shall be marked up 15%. Subcontractors would be subject to a 10% markup.

W.A. RASIC CONSTRUCTION
GENERAL ENGINEERING CONTRACTOR

Southern California Cost Plus Rates

COST PLUS RATES EFFECTIVE JULY 1, 2024 through JUNE 30, 2025

CRAFTSMAN/CLASS	CRAFT CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME
CARPENTERS				
General Foreman	CAGF	118.81	157.75	197.12
Foreman	CAFM	115.86	153.36	191.32
Journeyman	CAJM	111.42	146.79	182.61
Apprentice - 8th Period (90%)	CAA8	103.99	135.78	168.01
CEMENT MASONS				
Foreman	CMFM	109.34	143.44	177.98
Journeyman Commercial	CMJC	104.91	136.87	169.28
Journeyman Light Commercial	CMJL	96.37	126.23	156.52
F&T Machine Operator	CMFT	105.28	137.42	170.00
Apprentice - 8th 6 Mos. (90%)	CMA8	98.18	126.90	156.07
LABORERS				
General Foreman	LAGF	111.41	146.95	182.94
Foreman	LAFM	108.45	142.57	177.13
Group 1 - General	LAG1	101.58	132.39	163.64
Group 2 - Chute Man	LAG2	102.39	133.59	165.23
Group 3 - Pipeline Backup Man	LAG3	103.20	134.79	166.83
Group 4 - Pipe Layer, C&S	LAG4	105.50	138.19	171.33
Group 5 - Blaster / Driller	LAG5	106.01	138.96	172.34
Apprentice - 6th Period (85%)	LAA6	81.35	109.29	137.67
OPERATING ENGINEERS				
General Foreman, Appdx. A	OEGF	142.26	189.02	236.24
Foreman, Appdx. A	OEFM	139.30	184.64	230.43
Group 1, Appdx. A - Oiler	OEG1	132.07	173.93	216.24
Group 2, Appdx. A - Oiler	OEG2	133.22	175.64	218.50
Group 8, Appdx. A - Universal	OEG8	136.34	180.26	224.62
Group 10, Appdx. A - Mechanic	OEGM	136.52	180.52	224.97
Group 8, Appdx. B - Crane (up to 25 tons)	OEB8	136.77	180.90	225.47
Group 9, Appdx. B - Crane (25 to 50 tons)	OEB9	137.02	181.27	225.96
Apprentice, GR 8, Appdx A - 6th (90%)	OEA6	127.13	166.62	206.54

CRAFTSMAN/CLASS	CRAFT CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME
PROJECT MANAGEMENT				
Project Administrator	PADM	67.72	87.09	108.99
Project Engineer 1	PEG1	99.48	128.39	157.62
Project Engineer 2	PEG2	103.20	133.83	164.76
Project Engineer 3	PEG3	112.48	147.42	182.68
Project Engineer 4	PEG4	133.83	177.52	221.52
Superintendent	PMSP	180.57	232.07	283.89
Assistant Project Manager	PMAS	139.83	185.91	232.31
Project Manager	PMPM	165.28	220.28	275.59
Senior Project Manager	PMSR	296.81	398.37	500.24
TEAMSTERS				
Foreman	TDFM	109.40	139.66	169.64
GR 1 - Warehouseman	TDG1	104.18	131.93	160.13
GR 2 - 2 Axle Vehicle	TDG2	104.40	132.26	160.56
GR 3 - 3 Axle Vehicle/2 Axle Water Truck	TDG3	104.59	132.54	160.94
GR 4 - Transit Mix Truck, 3 CUYD	TDG4	104.87	132.96	161.49
GR 5 - 3 Axle or more Water Truck	TDG5	104.92	133.02	161.58
GR 6 - Dump Truck 16 to 25 CUYD	TDG6	104.96	133.09	161.66
GR 7 - Forklift Driver	TDG7	105.33	133.64	162.39
GR 8 - Dump Truck 25 to 49 CUYD	TDG8	105.70	134.19	163.12
GR 9 - Low Bed Driver - 9 Axles or over	TDG9	106.00	134.62	163.70
GR10 - Working Truck Driver	TDG10	106.44	135.28	164.57
GR11 - Boom Truck (17K and Below)	TDG11	107.18	136.38	166.02
GR12 - Boom Truck (17K and Above)	TDG12	107.81	137.32	167.27
Apprentice - 6th Period (95%)	TDA6	90.01	117.39	145.21
WELDERS/FITTERS/HLP-Local 250 Shortline				
Foreman	WLFM	138.01	187.56	234.38
Journeyman	WLJM	130.50	176.43	219.86
Metal Trades	WLMT	82.37	107.18	129.68

Apprentice Rates: Apprentice rates listed above are for the highest classification prior to journeyman full scale rates. Billing for apprentices will be based on actual classification(s) noticed.

Boundaries of Southern California Cost Plus Rates: Consist of the eleven (11) counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Catalina Island, San Clemente Island, San Miguel Island, Santa Barbara Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument. Rate Scale does not include San Diego County.

Markup: Material, subcontractors, subsistence, outside rentals (including fuel costs) etc., will be billed cost, plus sales tax as applicable, plus mark-up of 15%.

Overtime Rates: Shift(s) shall be paid per union agreement(s).

Subsistence: Lodging & meals for management, superintendents & general foremen will be billed at actual costs, plus mark-up at 15%

Travel Time: Billing time will start once employees are dispatched and end upon their return to the company facility.

USA Notification: Client is responsible for Underground Service Alert (USA) notification for all emergency work.

NOTE: All wage scales presented herein are subject to change without notice. This document does not include all labor classifications. Additional labor classifications are available upon request. Some work areas may be subject to special wage agreements, if applicable, fees will be billed accordingly.

REVISED 06/26/24

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State Contractor's License #A368761

W.A. RASIC CONSTRUCTION
GENERAL ENGINEERING CONTRACTOR

City of Buena Park
Cost Plus Rates

PRELIMINARY COST PLUS RATES EFFECTIVE JULY 1, 2025 through JUNE 30, 2026

CRAFTSMAN/CLASS	CRAFT CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME
CARPENTERS				
General Foreman	CAGF	123.39	164.54	206.12
Foreman	CAFM	120.44	160.15	200.32
Journeyman	CAJM	116.00	153.58	191.61
Apprentice - 8th Period (90%)	CAA8	108.11	141.89	176.11
CEMENT MASONS				
Foreman	CMFM	113.92	150.23	186.98
Journeyman Commercial	CMJC	109.49	143.66	178.28
Journeyman Light Commercial	CMJL	100.96	133.02	165.52
F&T Machine Operator	CMFT	109.86	144.21	179.00
Apprentice - 8th 6 Mos. (90%)	CMA8	102.30	133.01	164.16
LABORERS				
General Foreman	LAGF	115.25	152.65	190.49
Foreman	LAFM	112.30	148.27	184.68
Group 1 - General	LAG1	106.38	139.04	172.14
Group 2 - Chute Man	LAG2	107.19	140.25	173.74
Group 3 - Pipeline Backup Man	LAG3	108.01	141.45	175.34
Group 4 - Pipe Layer, C&S	LAG4	110.30	144.85	179.84
Group 5 - Blaster / Driller	LAG5	110.82	145.61	180.85
Apprentice - 6th Period (85%)	LAA6	85.58	115.09	145.04
OPERATING ENGINEERS				
General Foreman, Appdx. A	OEGF	151.13	202.17	253.65
Foreman, Appdx. A	OEFM	148.17	197.79	247.85
Group 1, Appdx. A - Oiler	OEG1	140.94	187.07	233.65
Group 2, Appdx. A - Oiler	OEG2	142.09	188.78	235.92
Group 8, Appdx. A - Universal	OEG8	145.21	193.40	242.04
Group 10, Appdx. A - Mechanic	OEGM	145.39	193.67	242.39
Group 8, Appdx. B - Crane (up to 25 tons)	OEB8	145.64	194.04	242.88
Group 9, Appdx. B - Crane (25 to 50 tons)	OEB9	145.89	194.41	243.38
Apprentice, GR 8, Appdx A - 6th (90%)	OEA6	135.12	178.45	222.22

CRAFTSMAN/CLASS	CRAFT CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME
PROJECT MANAGEMENT				
Project Administrator	PADM	67.72	87.09	108.99
Project Engineer 1	PEG1	99.48	128.39	157.62
Project Engineer 2	PEG2	103.20	133.83	164.76
Project Engineer 3	PEG3	112.48	147.42	182.68
Project Engineer 4	PEG4	133.83	177.52	221.52
Superintendent	PMSP	180.57	232.07	283.89
Assistant Project Manager	PMAS	139.83	185.91	232.31
Project Manager	PMPM	165.28	220.28	275.59
Senior Project Manager	PMSR	296.81	398.37	500.24
TEAMSTERS				
Foreman	TDFM	113.98	146.45	178.38
GR 1 - Warehouseman	TDG1	108.76	138.72	169.12
GR 2 - 2 Axle Vehicle	TDG2	108.98	139.05	169.56
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GR 5 - 3 Axle or more Water Truck	TDG5	109.50	139.81	170.57
GR 6 - Dump Truck 16 to 25 CUYD	TDG6	109.54	139.88	170.66
GR 7 - Forklift Driver	TDG7	109.91	140.43	171.39
GR 8 - Dump Truck 25 to 49 CUYD	TDG8	110.28	140.98	172.11
GR 9 - Low Bed Driver - 9 Axles or over	TDG9	110.58	141.41	172.69
GR10 - Working Truck Driver	TDG10	111.02	142.07	173.56
GR11 - Boom Truck (17K and Below)	TDG11	111.76	143.17	175.02
GR12 - Boom Truck (17K and Above)	TDG12	112.40	144.11	176.26
Apprentice - 6th Period (95%)	TDA6	94.37	123.84	153.76
WELDERS/FITTERS/HLP-Local 250 Shortline				
Foreman	WLFM	146.88	200.70	251.80
Journeyman	WLJM	139.37	189.58	237.27
Metal Trades	WLMT	91.38	120.46	147.23

Apprentice Rates: Apprentice rates listed above are for the highest classification prior to journeyman full scale rates. Billing for apprentices will be based on actual classification(s) noticed.

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Travel Time: Billing time will start once employees are dispatched and end upon their return to the company facility.

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W. A. Rasic Construction Equipment Rates
Rates Effective Jan 1, 2025

Air Compressors	Hourly Rate
Air Compressor - 13 HP (Truck Mounted)	$ 8.00
Air Compressor - 185 CFM w/ tools & hoses	$ 30.00

Asphalt Paving Equipment	Hourly Rate
Asphalt Spreader Box (variable width)	$ 6.00
Propane Torch - Portable	$ 5.00
Roller - 24" Width Walk Behind Type	$ 24.00
Roller - 30" Width Walk Behind Type	$ 26.00
Roller - 36" Width Walk Behind Type	$ 28.00
Roller - Asphalt Vibratory Dual Drum Smooth Type - 3 to 5 Ton	$ 45.00
Tack Sprayer / Emulsion Pot (220 Gallon Capacity)	$ 18.00

Backhoes	Hourly Rate
Backhoe - Case 590 Super M 4X4	$ 75.00
Backhoe - Case 590 Super SN 4X4	$ 78.00
Backhoe - CAT 430E 4x4	$ 75.00
Backhoe - CAT 430 / 430F2 / 450F 4x4	$ 90.00

Backhoe Attachments		Hourly Rate
Auger Drill for Backhoe - 12" Diameter (Max Depth 8')	Daily Rate	$ 180.00
Auger Drill for Backhoe - 24" Diameter (Max Depth 8')	Daily Rate	$ 250.00
Compaction Wheel for Backhoe - 12" or 18" Wide		$ 10.00
Hydraulic Breaker 1,000 LB for Backhoes		$ 50.00

Boring Equipment	Hourly Rate
Accu-Punch Bore Mole 2" diameter	$ 23.00
Accu-Punch Bore Mole 3" diameter	$ 28.00
Accu-Punch Bore Mole 4" diameter	$ 35.00
Accu-Punch Bore Mole 5-3/4" diameter	$ 55.00
Recon Bore Motor - Ingersol Rand Model 44 (Air Driven)	$ 11.00

Compaction Equipment		Hourly Rate
Tamp / Powder Puff - Air Driven	Daily Rate	$ 27.00
Vibratory Soil Plate Compactor 34" Wide (CAT 320/330/325 & JD 200/225 Excavator)		$ 26.00
Vibratory Plate 24" (Walk Behind)	Daily Rate	$ 110.00
Wacker (Jumping Jack)	Daily Rate	$ 110.00

Concrete Equipment		Daily Rate
Concrete Mixer - 1/3 CUYD Capacity (Tow Behind)		$ 90.00
Concrete Saw - Walk Behind	Hourly Rate	$ 60.00
Concrete Vibrator (Electric)		$ 100.00
Concrete Washout Bin (5.25 CUYD)		$ 75.00

Confined Space & Safety Equipment	Daily Rate
Air Supply System - Allegro	$ 250.00
Air Cart w/60 Min. Bottles	$ 160.00
Stretcher Basket w/ Buckles	$ 75.00
Gas / Oxygen Monitor	$ 100.00
Harness - Full Body Type	$ 15.00
Lanyard Retractable Type - 30' Length (Yo-Yo)	$ 35.00

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W. A. Rasic Construction Equipment Rates
Rates Effective Jan 1, 2025

Confined Space & Safety Equipment (continued)		Daily Rate
Manhole Blower - 4,130 CFM (Gas Powered)		$ 75.00
S.C.B.A. 5 mins (Scott SKA-PAK 2.2-3.0)		$ 75.00
Tripod w/ Winch For Confined Space Entry		$ 80.00
Velometer (Air Flow Measuring Device)		$ 100.00
Vent Blower Trailer Mounted (12,000 CFM)	Hourly Rate	$ 30.00
Vent Blower Trailer Mounted (25,000 CFM)	Hourly Rate	$ 45.00

Drill Rigs	Hourly Rate
Mobilram - ABI TM 18/22B (83' Height - 148,000 LBS)	$ 580.00
Mobilram - Bauer RG 19 T (83' Height - 107,800 LBS)	$ 400.00

Excavators	Hourly Rate
Excavator - Bobcat E50 (11,876 LBS)	$ 41.00
Excavator - CAT 303E (7,782 LBS)	$ 39.00
Excavator - CAT 305CR (12,469 LBS)	$ 50.00
Excavator - CAT 308CR (20,077 LBS)	$ 60.00
Excavator - CAT 320 CLU (51,750 LBS)	$ 130.00
Excavator - CAT M322D - Wheeled (51,809 LBS)	$ 160.00
Excavator - CAT 330D (79,700 LBS)	$ 200.00
Excavator -CAT 335 (79,900 LBS)	$ 235.00
Excavator - CAT 335F (84,604 LBS) - No Swing	$ 245.00
Excavator - CAT 336EL (86,796 LBS)	$ 255.00
Excavator - CAT 345CL (100, 810 LBS)	$ 270.00
Excavator - CAT 349 (105,200 LBS)	$ 275.00
Excavator - CAT 385CL (187,360 LBS)	$ 400.00
Excavator - Hitachi 470GLC (112,916 LBS)	$ 275.00
Excavator - John Deere 225 CLC (53,936 LBS)	$ 130.00
Excavator - Komatsu PC 1250 LC-8 (249,560 LBS)	$ 650.00
Excavator - LiuGong 906C (13,228 LBS)	$ 50.00

Excavator Attachments	Hourly Rate
Bedding Conveyor 30" Wide w/8 CUYD Capacity Hopper - Felco (for CAT 385CL)	$ 22.00
Concrete Pulverizer Jaw Type 6,300 LB (for CAT 345CL)	$ 70.00
Compaction Wheel 24" Wide (for CAT 308)	$ 10.00
Compaction Wheel 36" Wide (for CAT 320CLU, CAT 330D)	$ 12.00
Compaction Wheel 45" Wide (for CAT 330D, CAT 320CLU)	$ 14.00
Hydraulic Breaker 1,000 LBS (for CAT 308 Excavator)	$ 50.00
Hydraulic Breaker 4,000 LBS (for CAT 330D, CAT 320CLU)	$ 100.00
Hydraulic Breaker 6,000 LBS (for CAT 336EL, CAT 345CL)	$ 160.00
Hydraulic Breaker 10,000 LBS (for CAT 345CL)	$ 260.00
Hydraulic Breaker 15,000 LBS (for Komatsu PC1000)	$ 320.00
Hydraulic Hammer 860 LBS H65 (for CAT 262D3)	$ 50.00
Hydraulic Hammer 750 LBS Tramac 95 (for Hitachi ZX50)	$ 50.00
Vibratory Hammer ABI HVR100Z - 4,585 LBS (for CAT 336EL, CAT 345CL Excavator)	$ 75.00

Fusion	Hourly Rate
Fusion Machine For HDPE - 4" Diameter Max (Mcelroy Pitbutt Fusion)	$ 25.00
Fusion Machine for HDPE - 2" Diameter Max (Socket Fusion)	$ 10.00

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W. A. Rasic Construction Equipment Rates
Rates Effective Jan 1, 2025

Generators	Hourly Rate
Generator 5 KW - Truck Mounted	$ 10.00
Generator 25 KW	$ 22.00

Lifts	Hourly Rate
Forklift - Hyster w/ 5,000 LB Lift Capacity	$ 45.00
Forklift - Clark w/ 8,000 LB Lift Capacity	$ 60.00
Forklift - Hyster w/ 15,500 LB Lift Capacity	$ 75.00
Telehandler - CAT TL1255D, Operating Weight: 34,361 lbs., Lift Capacity: 12,000 lbs	$ 120.00

Loaders	Hourly Rate
Loader - CAT 950GC (41,554 LBS)	$ 180.00
Loader - CAT 950 H (44,435 LBS)	$ 180.00
Loader - CAT 950M (42,357 LBS)	$ 195.00
Loader - CAT 966M (51,176 LBS)	$ 235.00
Loader - John Deere 544J (30,459 LBS)	$ 105.00
Skid Steer Loader - CAT 259D3 (8,987 LBS)	$ 70.00
Skid Steer Loader - CAT 262C2 (7,968 LBS)	$ 70.00
Skid Steer Loader - CAT 262D (8,011 LBS)	$ 70.00
Skid Steer Loader - CAT 262D3 (8,296 LBS)	$ 70.00
Skid Steer Loader - CAT 272D2 XHP (9,255 LBS)	$ 72.00
Skid Steer Loader - CAT 279D3 (10,095 LBS)	$ 73.00
Skid Steer Loader - CAT 289D3 (10,688 LBS)	$ 75.00

Loader Attachments	Hourly Rate
Asphalt Zipper - 30" Width (for CASE 590s/CAT450 or Larger)	$ 65.00
Asphalt Zipper - 48" Width (for CAT 950 Loader or Larger)	$ 90.00
Broom / Sweeper (for CAT 262C, 262D & 262D3)	$ 12.00
Compaction Wheel - 24" Width (for CAT 950)	$ 10.00
Hydraulic Breaker 600 LB (for CAT 262C, 262D & 262D3)	$ 30.00
Cold Planner - Up to 24" (for CAT 262C, 262D & 262D3)	$ 30.00

Miscellaneous Equipment		Daily Rate
Air Hacksaw		$ 75.00
Air Hammer		$ 75.00
Air Ratchet		$ 30.00
Angle Grinder w/4.5" Wheel Diameter		$ 37.50
Auto Level w/Case Tripod & Rod (Magnification: 28X)		$ 75.00
Cart - ATV Type (Gas Powered / 4 Passenger)	Hourly Rate	$ 15.00
Cart - Golf Type		$ 75.00
Chipping gun / Air Hammer / Rivet Buster w/ Tools		$ 75.00
Clay Spade		$ 50.00
Combination Rotary Hammer (Up to 1" Diameter Chuck Adaptor) - Electric Powered		$ 75.00
Cut-off Saw / Chain Saw / Skill Saw / Jig Saw		$ 75.00
Demolition Hammer (Up to 1" Diameter Chuck Adaptor) - Electric Powered		$ 75.00
Duct Rodder - 500'		$ 80.00
Duct Rodder - 1000'		$ 100.00
Electric Drill (1" diameter max drill bit)		$ 50.00
Fan 30" Pedestal Type		$ 40.00
Geo Phone Underground Sounding Device (Pig Locator)		$ 175.00
Grade / Flo-Line Instrument		$ 6.00
Heat Gun / Non-Contact Infrared Thermometer		$ 4.00

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W. A. Rasic Construction Equipment Rates
Rates Effective Jan 1, 2025

Miscellaneous Equipment (continued)		Daily Rate
Holiday Tester (also for T-Lock Liner Testing)		$ 50.00
Hydraulic Torque Wrench 1" - HyTorc		$ 300.00
Jackhammer 70 LB Air		$ 144.00
Jig Saw		$ 75.00
Test Pump Hydrostatic - 5 HP		$ 80.00
Test Pump Hydrostatic - 8 HP		$ 125.00
Impact Gun / Driver - Up to 1" (11,160 In-Lbs to 16,200 In-Lbs)		$ 30.00
Impact Gun - Up to 1" (1600 Ft-Lbs / 19,200 In-Lbs)		$ 90.00
Laser - Pipe & Slope Type		$ 75.00
Light Stand (Single Lamp 120 Volt)		$ 15.00
Light Tower - Towable Unit (4 Lamp)	Hourly Rate	$ 25.00
Peanut Grinder w/5' Whip Kit		$ 37.50
Pipe Cutters - 4" to 8" Diameter		$ 40.00
Pipe Locator		$ 100.00
Pipe Threader Electric (Up to 2")		$ 70.00
Pipe Threader Electric (Up to 4")		$ 175.00
Pipe Threader Hand (Up to 2")		$ 100.00
Pipe Tongs (4" to 12")		$ 15.00
Pipe Tongs (16" to 24")		$ 35.00
Pipe Tongs (30" to 36")		$ 45.00
Plywood Pullers (Up to 6,000 LBS)		$ 10.00
Portable Pipe Vise (Tripod Standing Type)		$ 35.00
Pressure Washer		$ 60.00
Pressure Washer Water Buffalo (4200 PSI)		$ 160.00
Rebar Cutter (Up to 3/4" Max)		$ 120.00
Reciprocating Sawzall		$ 75.00
Rock Drill (Up to 1")	Hourly Rate	$ 16.00
Rotary Hammer (Up to 1" Diameter Chuck Adaptor) - Electric Powered		$ 75.00
Sand Blaster		$ 175.00
Soil Pipe Cutters/Snap Cutters - Up to 30" Diameter		$ 40.00
Steam Pressure Washer Trailer Mounted (3500 PSI)		$ 160.00
Survey Unit for Pig Runs - Promark 3 GPS Type (with receiving units)		$ 400.00
Tapping Machine (Up To 2" Diameter - water systems only)	Hourly Rate	$ 45.00
Tapping Machine - T.D. Williamson (Up to 2" Diameter - Petroleum Systems	Hourly Rate	$ 85.00
Torque Gun - B-RAD Select OFFSET 3000 (1" Drive Size, Torque High: 3000 ft/lb.)		$ 300.00
Utility Pole Support Holder (40' max pole height)		$ 30.00

Office Trailers & Storage Containers	Daily Rate
Office Trailer 8' x 16', 8' x 28' or 8' x 32'	$ 48.00
Office Trailer 12' x 52', 12' x 56' or 12' x 60'	$ 70.00
Storage Container 8' x 20'	$ 12.00

Pipe Fitting Equipment	Daily Rate
Bevel Band w/Transmission Crawler (Up to 24")	$ 8.00
Bevel Machine (Up to 12")	$ 8.00
Bevel Machine (Up to 20")	$ 18.00
Cold Cutter - Low Clearance (2" to 14" Steel)	$ 40.00
Cold Cutter - Low Clearance / Rotary Cutter (16" to 26" Steel)	$ 48.00
Double Jackscrew Chain Clamp - Mathey Dearman (Up to 36")	$ 110.00
Electromagnetic Drill Press / Mag Drill (Up to 1" Diameter)	$ 40.00

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W. A. Rasic Construction Equipment Rates
Rates Effective Jan 1, 2025

Pipe Fitting Equipment (continued)		Daily Rate
Line-Up Clamp / Rachet Line-Up (4" to 12" Diameter)		$ 2.00
Line-Up Clamp / Rachet Line-Up (14" to 24" Diameter)		$ 5.00
Line-Up Clamp / Rachet Line-Up (26" to 36" Diameter)		$ 15.00
Mechanical Plug (2" to 12" Diameter)		$ 8.00
Mechanical Plug (Up to 24" Diameter)		$ 10.00
Pipe Dispensing Trailer (Up to 2" Diameter)	Hourly Rate	$ 12.00
Pipe Dispensing Trailer (Up to 3" Diameter)	Hourly Rate	$ 15.00
Torque Wrench - Manual (Up to 1,000 LBS)		$ 100.00

Portable Concrete Batch Plant	Hourly Rate
Portable Concrete Batch Plant - Port-A-Pour (Max production @ 120 CUYD per hour)	$ 75.00

Recycling Equipment - Crushers, Screens & Conveyors		Daily Rate
Conveyor / 40 Cubic Yard Load Out Bin		$ 250.00
Conveyor / Stacker 36" Wide x 60' Long - Anaconda TR6036		$ 250.00
Screen Frame 12' Wide w/ Adjustable Top - Grizzly		$ 100.00
Screening / Material Processing Machine - Sandvik QA140 S-3 (100 HP/53,600 LBS)	Hourly Rate	$ 105.00

Shoring Equipment	Daily Rate
Beam W14 x 89 x 30' Length	$ 16.00
Beam W14 x 89 x 40' Length	$ 19.00
Beam W14 x 102 x 40' Length	$ 21.00
Beam W14 x 120 x 40' Length	$ 22.00
Beam W14 x 145 x 40' Length	$ 25.00
Beam W14 x 176 x 40' Length	$ 33.00
Plates 5' x 8' x 1" Thick (non-treated)	$ 7.00
Plates 6' x 10' x 1"Thick (non-treated)	$ 8.00
Plates 8' x 10' x 1" Thick(non-treated)	$ 10.00
Plates 8' x 15' x 1" Thick (non-treated)	$ 13.00
Plates 8' x 20' x 1" Thick (non-treated)	$ 15.00
Plates 8' x 15' x 1 1/2" Thick (treated)	$ 20.00
Plates 8' x 20' x 1 1/2" Thick (treated)	$ 22.00
Plywood 4' x 8' Sheet 1 1/8" Thick	$ 8.00
Timbers 4" x 12" x 10' Long (Typical)	$ 15.00

Sweepers & Brooms		Hourly Rate
Broom / Sweeper - Self Propelled		$ 60.00
Power Broom / Power Sweeper (Walk Behind)	Daily Rate	$ 45.00

Traffic Control Equipment		Daily Rate
Arrow Board (Solar)	Hourly Rate	$ 96.00
Barricade - ADA Compliant Pedestrian Type		$ 3.00
Barricade Flasher (LED Barricade Light)		$ 5.00
Barricade - Type I (Pedestrian Type - Plastic)		$ 1.28
Barricade - Type II		$ 3.00
Barricade - Type III		$ 3.52
Delineator / Traffic Cone		$ 1.28
Chain Link Fence Panel 6' x10' w/ Feet		$ 8.00
Crash Barrels (various sizes)		$ 8.00
K-Rail 20' length		$ 8.00

Confidential Document
Proprietary Trade Secret
Do NOT Disclose

W. A. Rasic Construction Equipment Rates
Rates Effective Jan 1, 2025

Traffic Control Equipment (continued)		Daily Rate
Message Board - Programmable 4' x 8'	Hourly Rate	$ 18.00
Ramp Pedestrian Type (Bariatric Panel Ramp)		$ 18.00
Rumble / Rock / Tire Cleaning Plates 8' x10'		$ 12.00
Traffic signs 30" x 30"		$ 6.00

Trailers	Hourly Rate
Trailer - Ditch Witch Trailer - 4,500 GVWR, Vaccum Tank: 150 gal. Water Tank: 80 gal	$ 38.00
Trailer - Dump Trailer - 9,900 GVWR, 6' x 10'	$ 12.00
Trailer - Enclosed Type 12' Long Enclosed (Dig-Up)	$ 20.00
Trailer - End Dump Type (40,000 LB Max Capacity)	$ 15.00
Trailer - Flatbed / Platform Type 48' Long	$ 25.00
Trailer - Low Boy Type Heavy Haul - 88,000 LB Max. Capacity	$ 31.00
Trailer - Pipe Hauler Type - 14' length	$ 10.00
Trailer - Reel Type - 5'4" x 9' (Single Reel)	$ 8.00
Trailer - Step Deck Type - 80,000 LB Max. Capacity, 50' Length	$ 31.00
Trailer - 10, 000 LB Max. Capacity (for CAT CB24B & Bomag BW120AD5)	$ 10.00
Trailer - 19,000 to 20,000 LB Max Capacity (for CAT CB24B & Bomag BW120AD5)	$ 12.00
Trailer - 35,000 to 40,000 LB Max Capacity (for Various Equipment)	$ 15.00
Trailer - Utility Type / Tool Hauler 1,600 LB Max Capacity	$ 6.00
Trailer - Utility Type / Tool Hauler 3,000 LB Max Capacity	$ 10.00

Trenchers & Conveyor	Hourly Rate
Conveyor for Vermeer DT 655 Trencher (24" Width)	$ 70.00

Trucks	Hourly Rate
Truck - Bobtail / Flat Bed Dump	$ 70.00
Truck - Gang Truck MV607 SBA (33,000 GVWR)	$ 65.00
Truck - Low Bed Haul w/ Trailer (88,000 LB Max Haul Capacity)	$ 125.00
Truck - Mechanics Type w/ 8,500 LB Lift Crane & Welder	$ 75.00
Truck - Mechanics Type w/ 14,000 LB Lift Crane & Welder	$ 75.00
Truck - Pick-up Truck / SUV / Van	$ 38.00
Truck - Service Type (F-350, F-550)	$ 52.00
Truck - Service Type (F-600)	$ 56.00
Truck - Service Type F-550 w/ Welder (500AMP) / Compressor (60 CFM)	$ 60.00
Truck - Stakebed Type - 11' to 16' Bed Length	$ 50.00
Truck - Stakebed Type - F-600 16' Bed Length	$ 55.00
Truck - Stakebed Type - 24' Bed Length (25,999 lbs)	$ 50.00
Truck - Super 10 Dump (10 CUYD Cap for Dirt)	$ 100.00
Truck - Water Type 2,000 Gallon	$ 60.00

Water Pumps	Daily Rate
Water Pump 2" Submersible Type, Electric Powered w/ 25' of Suction Hose & 50' of Discharge Hose	$ 70.00
Water Pump 3" Submersible Type, Electric Powered w/ 25' of Suction Hose & 50' of Discharge Hose	$ 95.00
Water Pump 4" Submersible Type, Electric Powered w/ 25' of Suction Hose & 50' of Discharge Hose	$ 150.00

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Do NOT Disclose

W. A. Rasic Construction Equipment Rates
Rates Effective Jan 1, 2025

Water/Fuel Tanks & Towers	Daily Rate
Dewatering Sediment Tanks (1,000 Gallon Capacity)	$ 10.00
Fuel Tank - 1,000 Gallon (Dual Containment)	$ 56.00
Water Tank Trailer Type (500 Gallon Capacity)	$ 8.00
Water Tower - Towable Unit (Up to 12,000 Gallon)	$ 125.00

Welding Equipment	Hourly Rate
Band Saw - Portable 4" x 4" max cut	$ 10.00
Plasma Cutter	$ 20.00
Welder 200 AMP	$ 18.00
Welder 300 AMP	$ 20.00
Welder 300 AMP Tig Machine	$ 20.00
Welder 500 AMP	$ 22.00
Weld Rig for Rig Welder (includes fuel / wet rate)	$ 50.00

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July 8, 2025
NEW BUSINESS
Item No. 5A.

City Council Agenda Report

AGREEMENT WITH SOUTHEAST AREA ANIMAL CONTROL AGENCY (SEAACA) FOR ANIMAL CONTROL SERVICES FOR FY 2025-26

PREPARED BY	PRESENTED BY
Jessica Fewer, Senior Management Analyst	Jessica Fewer, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve an agreement with the Southeast Area Animal Control Authority (SEAACA) for animal control services for FY 2025-2026; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Approve a budget amendment in the amount of $171, 200 from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

Each year, the City Council approves an agreement with SEAACA for animal control services.

DISCUSSION

Since July 1, 2008, the Southeast Area Animal Control Authority (SEAACA) has provided animal control services for the City of Buena Park. SEAACA provides the City with a dedicated field officer as well as animal shelter services for the community. The total cost for SEAACA's FY 2025-2026 field and shelter services will be $869,890.26.

Historically, SEAACA has provided a guaranteed revenue amount to the City in the form of animal licenses/fees collected. In turn, the City would pay a "net cost" to SEAACA at the beginning of the contract and SEAACA would collect animal licenses for the remainder of the City cost to make themselves whole. Starting this fiscal year, SEAACA will no longer be offering a guaranteed amount to the City. Instead, the City will be required to pay the full amount of the contract with no guarantee for animal license/fee revenue. Due to this change, staff is requesting a budget amendment to cover the entire cost of the contract.

Staff is committed to finding contractors that best serve our community, while considering cost. Should staff identify a service provider that better suits the City's needs, staff will proactively bring the subject service forward for discussion.

BUDGET IMPACT

The total cost of the agreement is $869,890.26. A total of $698,700 was included in the proposed FY 2025-2026 for this purpose. The new contract language was not provided to staff until the proposed FY 25-27 budget was nearing completion. Therefore, a budget amendment in the amount of $171,200 is required to fund the remaining amount of the contract for FY25-26.

Attachments

Buena Park Agreement for Animal Control Services - FY 25 - 26.pdf

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT FOR ANIMAL CONTROL SERVICES is effective the 1st day of July 2025, by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California (herein, "SEAACA") and the CITY OF BUENA PARK, a California Corporation, whose address is 6650 Beach Boulevard, California 90622-5009 (herein "CITY").

RECITALS

WHEREAS, SEAACA is a public agency and joint powers authority organized by the Cities of Downey, Norwalk, Pico Rivera, Bell Gardens, Montebello, Paramount, Santa Fe Springs, and South El Monte, created pursuant to the provisions of section 6500 et seq. of the California Government Code for the purpose of providing Animal Control and Sheltering Services within the boundaries of the member cities and under contract with other governmental agencies located in Southern California.

WHEREAS, SEAACA has provided such Animal Control and Sheltering Services to the CITY under contract originally dated July 1, 2008, and continues to provide such services to the CITY on the terms and conditions set forth in the original contract as amended on several past occasions by the parties, with the last Agreement for Animal Control Services dated July 1, 2024 (together the "Agreement") for a term of one year.

WHEREAS, CITY has requested that SEAACA continue to provide Animal Control and Sheltering Services to the CITY, under the agreement originally dated July 1, 2008, and SEAACA desires to continue providing such services, and both parties desire to enter into this Agreement for Animal Control and Sheltering Services.

WHEREAS the parties have authorized entering into this Agreement for Animal Control and Sheltering Services by formal action of their respective governing bodies, taken at properly noticed meetings.

NOW THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

1.0 TERM. The term of this Agreement shall be for one year commencing on **July 1, 2025** ("Effective Date") and shall remain in full force and effect until **June 30, 2026**, unless sooner terminated as provided in Section 6.0 or 3.7 (the "TERM").

2.0 SEAACA's OBLIGATIONS. During the term of this Agreement, SEAACA agrees to perform the following services for the CITY within the CITY's jurisdictional boundaries (cumulatively the "Services").

2.1 Provide one (1) assigned officer, totaling forty (40) hours per week.

2.2 Patrol the streets of CITY as many additional hours per month as necessary to enforce the provisions of the Buena Park Municipal Code relating to animal control.

2.3 Enforce all applicable leash law requirements.

2.4 Enforce all applicable standards of animal care.

2.5 Maintain SEAACA's kennels and premises in a sanitary condition at all times.

2.6 Comply with all applicable laws of the State of California.

2.7 Give the prescribed notices and use humane methods for the care and destruction of any animal coming under its jurisdiction.

2.8 Enforce all applicable State statutes with respect to those services as customarily rendered by SEAACA.

2.9 To pick up sick, injured or otherwise physically suffering stray animals from the public streets and private property.

2.10 To pick up and impound loose, stray dogs.

2.11 To pick up dead animals within 24 hours or as soon as reasonably possible.

2.12 Investigate complaints relating to animal cruelty.

2.13 Provide prompt 24-hour per day emergency service response for injured or vicious animals.

2.14 Provide all services and materials to establish and maintain licensing and canvassing programs.

2.15 Canvass all delinquent licenses each year and every household in the CITY of minimum of once every two years to ensure that all animals required to have licenses are indeed licensed.

2.16 Provide licensing services at two rabies clinics each year.

2.17 Keep and maintain during the term of this Agreement, books and records pertaining to the licensing of dogs, collection of fees, and impounding of animals. Said books and records shall be available for audit and examination by the CITY during normal business hours and with reasonable notice.

2.18 Each Quarter, during the term of this Agreement, SEAACA shall provide CITY, an Animal Control and Sheltering Statistical Report. During the term of this Agreement, at the close of the fiscal year, SEAACA will report to CITY the total dollar amount of license fees collected. SEAACA shall maintain a record of all complaints received and shall furnish the CITY upon request with a record of the complaints and the way in which the complaints are handled. The record of complaints shall be available for audit and examination by the CITY during normal business hours and with reasonable notice.

2.19 If requested in writing by CITY, services in addition to those described herein may be performed by SEAACA when SEAACA determines that such additional services will not interfere with the maintenance level of the animal control services provided elsewhere by SEAACA. CITY will pay for such additional services in such amounts as are agreed to in advance and in writing by SEAACA and CITY.

3.0 CITY OBLIGATIONS.

3.1 To reasonably cooperate and assist SEAACA in performing its obligations and the Services hereunder.

3.2 The total cost to the CITY for Fiscal Year 2025-2026 shall be **$869,890.26**.

3.3 CITY projected Gross Cost (revenue) shall be **$167,000.00**. If 100% of the Gross Cost is collected, this shall be returned to the city to offset the **$869,890.26**. The 100% collected Gross Cost shall be paid to the CITY at the close of Fiscal Year 2025-2026. There is no "Guaranteed" annual revenue amount under this agreement.

3.4 If Gross Costs (revenues) exceed the **$167,000.00** for the term of this Agreement ("Fiscal Year 2025-2026"), then fifty percent (50%) of the Gross Cost in excess of the applicable Gross Cost shall be paid to the CITY at the close of Fiscal Year 2025-2026.

3.5 SEAACA shall establish a contract rate and if warranted, an updated revenue goal to the CITY at least sixty (60) days prior to the end of the fiscal year during the term of this agreement.

3.6 The CITY cost shall be paid by CITY to SEAACA in two (2) equal payments of **$434,945.13** upon receipt of an invoice, with the first such invoice scheduled for July 1, 2025, and October 1, 2025. The CITY shall remit payment of invoiced amounts within thirty (30) days after receipt of the invoice. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of the invoice, SEAACA is entitled to recover interest thereon at the rate of 10% or the highest legal rate, whichever is lower, to be calculated from the last day of the month in which the Services were performed. If such payment is not delivered to SEAACA within the time set forth hereabove, SEAACA may satisfy such indebtedness, including interest thereon, from any funds of the CITY on deposit or to the credit of SEAACA, without giving further notice to CITY of SEAACA's intent to do so.

3.7 100% of collected Gross Costs **($167,000.00)** shall be excluded and SEAACA shall be entitled to and shall retain all moneys that it receives for impounding, boarding, donations, spay/neuter procedures, all fees and/or fines collected resulting from administrative hearings conducted by SEAACA, as well as the revenues of any fines and other penalties/fines imposed by the State of California.

3.8 The compensation and financial provisions of Sections 3.2 and 3.3 may be adjusted during the fiscal year of a subsequent Agreement entered into. At least ninety (90) days prior to the end of the term of this Agreement, the PARTIES shall commence negotiations to determine the compensation and financial provisions applicable to the succeeding fiscal year Agreement. If the parties are unable to agree, the PARTIES may extend this

Agreement in writing on a month-to-month basis based not to exceed sixty (60) days on a mutually agreeable written temporary compensation and financial provisions or terminate this Agreement after 30 days prior written notice of termination.

4.0 MUTUAL OBLIGATIONS. As additional consideration for the PARTIES' performance of their respective obligations, hereunder, the PARTIES agree:

4.1 That the Services performed by SEAACA shall only encompass those duties and functions of SEAACA which are rendered by it and which it is authorized to provide pursuant to the provisions of SEAACA's governing Joint Exercise of Powers Agreement and the statutes of the State of California.

4.2 That the rendition of Services performed hereunder, the standard of performance and other matters incidental to the performance of such service and control of personnel so employed shall remain in SEAACA. In the event that a dispute arises between SEAACA and the CITY as to the extent of the duties and functions to be rendered hereunder or the manner of the performance of such services, the determination thereof shall be made by SEAACA's Executive Director.

4.3 That for the purpose of performing all functions, SEAACA shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the nature and quality of Services to be rendered hereunder.

4.4 That all persons employed by SEAACA in the performance of this Agreement shall be SEAACA employees and no CITY employee as such shall be taken over by said SEAACA, and no person employed hereunder shall have any CITY pension, civil service or any status or right. For the purpose of performing Services and functions required by this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every SEAACA officer and employee engaged in the performance of any Service hereunder shall be deemed to have authority to act on the CITY's behalf, so long as said performance is within the scope of and consistent with this Agreement.

4.5 The CITY agrees to reasonable cooperate and meet with SEAACA regarding changes in service delivery options to assist with implementation of new programs to enhance services to the community.

5.0 INDEMNITY AND INSURANCE

5.1 CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any SEAACA personnel performing services hereunder for said SEAACA, or any liability other that provided for in this Agreement. Except as herein otherwise specified the CITY shall not be liable for compensation or indemnity to any SEAACA employee for injury or sickness arising out of his/her employment.

5.2 SEAACA, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said CITY or of any officer or employee thereof, and

SEAACA shall hold CITY and its officers and employees harmless from and shall defend CITY and the officers and employees thereof against any claim for damages resulting therefrom.

5.3 CITY, its officers and employees shall not be deemed to assume liability for intentional or negligent acts of SEAACA or of any officer or employee thereof, and SEAACA shall hold CITY and its officers and employees harmless from and shall defend CITY and the officers and employees thereof against any claim for damages resulting therefrom.

5.4 SEAACA shall maintain insurance coverage through the term of this Agreement and, the CITY shall be added as an additional insured. SEAACA shall provide the CITY with evidence of such coverage before being authorized to perform any Services hereunder, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

5.5 SEAACA is a member of the California Joint Powers Insurance Authority (California JPIA) and participates in self-insurance and commercial insurance programs administered by the California JPIA for its members. The Primary Liability Program Coverage Limit, including Automobile Liability, is $2,000,000 per occurrence, and the Annual Aggregate limit shall be $4,000,000; the Worker's Compensation Program Coverage Limits shall be statutory, and the Employer's Liability shall be $1,000,000. CITY agrees that the insurance coverage provided by California JPIA as described in this paragraph shall satisfy SEAACA's insurance obligations under this Agreement.

5.6 SEAACA's indemnification obligations hereunder should be separate from the insurance requirements. SEAACA's obligation to indemnify the CITY shall not in any way be reduced or limited by the limits of any policies of insurance required by this Agreement. CITY's acceptance of evidence of SEAACA's insurance does not in any way relieve SEAACA from liability under this section.

6.0 DEFAULT AND TERMINATION

6.1 Should SEAACA default during the term of this Agreement in the performance of its obligations as set forth herein and fail to cure said default within fifteen (15) days' written notice to do so, then CITY may terminate this Agreement, and upon payment to SEAACA of monies owing to SEAACA for satisfactory performances rendered through the date of said termination, less any credits or offsets to the CITY by SEAACA, there shall be no obligation of the CITY to SEAACA under this Agreement. Should City fail to pay the sums owing to SEAACA as provided hereunder or otherwise default in any provision of this Agreement and fail to cure said default within fifteen (15) days' written notice to do so, then SEAACA may terminate this Agreement, and upon payment to CITY of monies owing to CITY, there shall be no further obligation of SEAACA to the CITY. A termination by either party under this section shall not be deemed a waiver of any rights the terminating party may have against the other party for any sums due under the terms of this Agreement.

6.2 Either SEAACA or CITY may terminate this Agreement for convenience by giving the other party ninety (90) day's prior written notice.

7.0 AMENDMENT. This Agreement for Animal Control and Sheltering Services shall not be amended, or any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement.

8.0 NOTICE. Any notice required to be sent hereunder shall be deemed received and addressed to the address of the parties as set forth above and deposited, postage prepaid, in the United States Post Office, or to such other address as the parties may, from time to time, in writing furnish to the other party.

9.0 NOVATION. SEAACA and CITY intend that this Agreement constitutes a novation of the Agreement and shall supersede and replace the terms of the Fiscal Year 2025-2026 Agreement.

10.0 INCORPORATION. This Agreement constitutes the entire understanding and agreement of the parties pertaining to the subject matter hereof, and it shall supersede all prior written and oral agreements between the parties.

IN WITNESS WHEREOF, THE CITY OF BUENA PARK, by authorization of its City Council, caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, (a.k.a. SEAACA), by order of its Commission, has caused this Agreement to be subscribed by the Chairperson of said Commission and attended to by its Executive Director and/or Clerk of said Commission.

CITY OF BUENA PARK	SOUTHEAST AREA ANIMAL CONTROL AUTHORITY (SEAACA)
BY:_____ Aaron France, City Manager	BY: _____ Tony Ayala, Chairperson
ATTEST:	ATTEST:
_____ Adria M. Jimenez, MMC, City Clerk	_____ Denise Woodside, Executive Director
APPROVED AS TO FORM	APPROVED AS TO FORM
_____ Christopher G. Cardinal, City Attorney	_____ Scott Nichols, Attorney

July 8, 2025
NEW BUSINESS
Item No. 5B.

City Council Agenda Report

REORGANIZATION PLAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT'S CODE ENFORCEMENT DIVISION AND ECONOMIC DEVELOPMENT DIVISION, AND RESOLUTION AMENDING THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS (TOPS) ASSOCIATION COMPENSATION PLAN TO ADD THE SENIOR CODE ENFORCEMENT OFFICER AND HOUSING SPECIALIST CLASSIFICATIONS

PREPARED BY	PRESENTED BY
Rebecca Valdez, Human Resources Manager	Rebecca Valdez, Human Resources Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

Recommended Action: 1) Approve the new job classification specification of Senior Code Enforcement Officer and revised job classification specification of Housing Specialist; 2) Adopt a Resolution amending the Buena Park Technical, Office, and Professionals (TOPs) Association Compensation Plan to add the Senior Code Enforcement Officer and Housing Specialist job classifications and salary ranges; and, 3) Approve a budget amendment in the amount of $22,000 from the CDBG contractual services account to fund this position.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

During the budget presentation on May 27, 2025, the City Council approved various Policy Issues regarding personnel and gave direction to proceed with the process of reorganizing the Community and Economic Development Department by adding a Senior Code Enforcement Officer. The following Policy Issue has already been included in the adopted FY 2025-27 budget.

In addition, the recent retirement of a Senior Administrative Assistant position in the Economic Development Division has allowed the Community Development and Economic Development Department to evaluate its staffing needs based on the job duties and expertise needed in this Division. As a result of that analysis, the Department is proposing to reclassify the Senior Administrative Assistant position to a Housing Specialist.

Senior Code Enforcement Officer

The Code Enforcement Division currently consists of a Code Enforcement Technician, Code Enforcement Officers, and a Code Enforcement Supervisor. There is a gap in the distinguishing characteristics of a Code Enforcement Officer and Code Enforcement Supervisor, which does not account for the significant variation in the level of complexity of code enforcement cases.

Unlike the Building Division and Planning Division, which both have “Senior” positions, Code Enforcement is limited to a single classification (Code Enforcement Officer) underneath the supervisor position. This lack of a Senior Code Enforcement Officer classification limits the career growth of a Code Enforcement Officer and does not consider the significant variation in complexity of code cases or provide for any opportunity to gain supervisory experience outside of the Code Enforcement Supervisor position. This proposal is to add a new Senior Code Enforcement Officer to create a line of succession within the Division and provide leadership and supervisory experience opportunities to Code Enforcement Officers. The Senior Code Enforcement Officer will serve in a lead capacity, which will include some supervisory components, being the lead officer on the more complex code enforcement cases throughout the City, and participating in Department management meetings in the Code Enforcement Supervisor’s absence.

Staff recommends that the monthly salary range for the proposed Senior Code Enforcement Officer be established at range 138, roughly $6,838 to $8,672 monthly.

Housing Specialist

On June 30, 2025, the retirement of the Senior Administrative Assistant position within the Economic Development Division has allowed the Community Development and Economic Development Department to evaluate the staffing needs of the Division. The reclassification of the Senior Administrative Assistant position to Housing Specialist will allow for improved customer service, provide improved technical assistance, and streamline home improvement projects and other affordable housing programs. Currently, the Department utilizes a consultant to manage home improvement projects, but their availability and involvement with other interdepartmental functions is limited. The new Housing Specialist position would improve the collaboration with other departments to ensure housing projects are in compliance and build trusting relationships with residents. This position will be responsible for qualifying the income of affordable housing applicants, preparing environmental reports, preparing bid documents, facilitating and supporting the underwriting process, preparing contracts, and closely working with homeowners and contractors on home improvement projects. This position is needed to provide consistency, reliability, and the possibility of expanding the program to include additional outreach efforts to the community and additional grant-funded housing-related programs from the state and/or federal government in the future.

Staff recommends that the monthly salary range for the proposed Housing Specialist be established at range 132 roughly $5,926 to $7,705 monthly.

The adoption of this resolution is necessary since pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VI, Section 4, new or revised job classification specifications must be submitted to the City Council for approval. In addition, pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VII, Section 2, proposed compensation plans must be submitted to the City Council for approval.

BUDGET IMPACT

There are no changes to the adopted FY 2025-27 budget for the Senior Code Enforcement Officer position affecting the Community and Economic Development Department. This position was already incorporated into the budget, which was approved at the June 24, 2025, City Council meeting.

The Senior Administrative Assistant position became vacant on June 30, 2025, enabling staff to re-evaluate the position and propose this reclassification. The total personnel cost to implement the reclassified position of Housing Specialist is approximately $145,000 per year in total compensation. Staff requests approval of a budget transfer in the amount of $22,000 from the CDBG contractual services budget (Account No. 29-6240-732031) to fund the position for this fiscal year.

Attachments

Reso TOPS Salary Change (Sr. Code Enforcement Officer and Housing Specialist).pdf
Exhibit A - TOPS Salary Schedule 2025.07.05 (Adding Sr. Code Enforcement Officer and Housing Specialist).pdf
Senior Code Enforcement Officer 2025.06.pdf
Housing Specialist 2025.07.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING THE CITY'S CLASSIFICATION PLAN AND AMENDING THE COMPENSATION PLAN FOR THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION TO ADOPT THE JOB CLASSIFICATIONS SPECIFICATION AND SALARY RANGES OF THE SENIOR CODE ENFORCEMENT OFFICER AND HOUSING SPECIALIST POSITIONS

WHEREAS, it is the desire of the City Council to reorganize the Community Development Department, Code Enforcement Division and Economic Development Division to account for changes within the organization, transfer of duties, and new responsibilities; and

WHEREAS, it is the desire of the City Council to maintain up-to-date employee job classification specifications; and

WHEREAS, Rule VI of the City of Buena Park Personnel Rules and Regulations provides that revisions to the classification plan shall be effective upon adoption of resolution by City Council.

WHERAS; it is the desire of the City Council to amend the Compensation Plan for the Buena Park Technical, Office, and Professionals Association to adopt the new job classifications and salary ranges for the Senior Code Enforcement Officer and Housing Specialist positions.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine, and order as follows:

Section 1: JOB CLASSIFICATION PLAN AMENDED. The Job Classification Plan of the City of Buena Park is hereby amended to adopt and revise multiple classification specifications, as specified in Attachments 1and 2 to this resolution.

Section 2: The job classification of the Senior Code Enforcement Officer as described in Attachment No. 1 of this resolution is hereby approved;

Section 3: The job classification of the Housing Specialist as described in Attachment No. 2 of this resolution is hereby approved;

Section 4: COMPENSATION PLAN AMENDED. Exhibit "A" of the Buena Park Technical, Office, and Professionals Association Salary Schedule of Resolution No. 14991 is hereby deleted in its entirety and a new Exhibit "A" of the Buena Park Technical, Office, and Professionals Association Salary Schedule, Attachment "A" to this resolution, is hereby approved effective July 5, 2025, which is the beginning of the pay period.

PASSED AND ADOPTED this 8th day of July 2025 by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 8th day of July 2025.

_____
City Clerk

EXHIBIT A – PAY SCHEDULE – EFFECTIVE JULY 5, 2025
TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Account Clerk	117	23.96	4,153	49,837	25.11	4,352	52,229	26.28	4,555	54,662	27.56	4,777	57,325	28.90	5,009	60,112	30.27	5,247	62,962	31.03	5,379	64,542
Accountant	136	37.58	6,514	78,166	39.44	6,836	82,035	41.35	7,167	86,008	43.39	7,521	90,251	45.50	7,887	94,640	47.71	8,270	99,237	48.90	8,476	101,712
Accounting Technician	125	28.97	5,022	60,258	30.35	5,261	63,128	31.77	5,507	66,082	33.35	5,781	69,368	34.97	6,062	72,738	36.63	6,349	76,190	37.55	6,509	78,104
Administrative Assistant	123	27.59	4,782	57,387	28.95	5,018	60,216	30.32	5,256	63,066	31.76	5,505	66,061	33.33	5,777	69,326	34.93	6,055	72,654	35.80	6,205	74,464
Assistant Engineer	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Assistant Planner	134	35.89	6,221	74,651	37.58	6,514	78,166	39.43	6,835	82,014	41.35	7,167	86,008	43.38	7,519	90,230	45.48	7,883	94,598	46.62	8,081	96,970
Associate Planner	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Building Inspector	136	37.58	6,514	78,166	39.44	6,836	82,035	41.35	7,167	86,008	43.39	7,521	90,251	45.50	7,887	94,640	47.71	8,270	99,237	48.90	8,476	101,712
Building Inspector Technician	133	35.00	6,067	72,800	36.72	6,365	76,378	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	44.35	7,687	92,248	45.46	7,880	94,557
Buyer	126	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.13	5,916	70,990	35.81	6,207	74,485	37.53	6,505	78,062	38.47	6,668	80,018
Code Enforcement Officer	134	35.89	6,221	74,651	37.58	6,514	78,166	39.43	6,835	82,014	41.35	7,167	86,008	43.38	7,519	90,230	45.48	7,883	94,598	46.62	8,081	96,970
Code Enforcement Technician	121	26.31	4,560	54,725	27.59	4,782	57,387	28.91	5,011	60,133	30.30	5,252	63,024	31.74	5,502	66,019	33.31	5,774	69,285	34.14	5,918	71,011
Community Outreach Coordinator	123	27.59	4,782	57,387	28.95	5,018	60,216	30.32	5,256	63,066	31.76	5,505	66,061	33.33	5,777	69,326	34.93	6,055	72,654	35.80	6,205	74,464
Community Services Coordinator	131	33.38	5,786	69,430	35.01	6,068	72,821	36.73	6,367	76,398	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	43.34	7,512	90,147
Environmental Inspector	132	34.19	5,926	71,115	35.88	6,219	74,630	37.56	6,510	78,125	39.42	6,833	81,994	41.35	7,167	86,008	43.37	7,518	90,210	44.45	7,705	92,456
Executive Assistant	131	33.38	5,786	69,430	35.01	6,068	72,821	36.73	6,367	76,398	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	43.34	7,512	90,147
Homeless Outreach Coordinator	131	33.38	5,786	69,430	35.01	6,068	72,821	36.73	6,367	76,398	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	43.34	7,512	90,147
Housing and CDBG Analyst	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Housing Specialist	132	34.19	5,926	71,115	35.88	6,219	74,630	37.56	6,510	78,125	39.42	6,833	81,994	41.35	7,167	86,008	43.37	7,518	90,210	44.45	7,705	92,456
Human Resources Analyst	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Human Resources Specialist	132	34.19	5,926	71,115	35.88	6,219	74,630	37.56	6,510	78,125	39.42	6,833	81,994	41.35	7,167	86,008	43.37	7,518	90,210	44.45	7,705	92,456
Mailroom Aide	113	21.83	3,784	45,406	22.85	3,961	47,528	23.95	4,151	49,816	25.10	4,351	52,208	26.24	4,548	54,579	27.56	4,777	57,325	28.25	4,897	58,760

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – PAY SCHEDULE – EFFECTIVE JULY 5, 2025
TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Management Analyst	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Management Assistant	134	35.89	6,221	74,651	37.58	6,514	78,166	39.43	6,835	82,014	41.35	7,167	86,008	43.38	7,519	90,230	45.48	7,883	94,598	46.62	8,081	96,970
Marketing Assistant	114	22.32	3,869	46,426	23.38	4,053	48,630	24.50	4,247	50,960	25.67	4,450	53,394	26.87	4,658	55,890	28.19	4,886	58,635	28.89	5,008	60,091
Marketing Specialist	130	32.60	5,651	67,808	34.19	5,926	71,115	35.87	6,218	74,610	37.55	6,509	78,104	39.41	6,831	81,973	41.33	7,164	85,966	42.36	7,342	88,109
Office Assistant	114	22.32	3,869	46,426	23.38	4,053	48,630	24.50	4,247	50,960	25.67	4,450	53,394	26.87	4,658	55,890	28.19	4,886	58,635	28.89	5,008	60,091
Payroll Technician	129	31.85	5,521	66,248	33.37	5,784	69,410	34.99	6,065	72,779	36.68	6,358	76,294	38.44	6,663	79,955	40.29	6,984	83,803	41.30	7,159	85,904
Permit Technician	121	26.31	4,560	54,725	27.59	4,782	57,387	28.91	5,011	60,133	30.30	5,252	63,024	31.74	5,502	66,019	33.31	5,774	69,285	34.14	5,918	71,011
Planning Technician	121	26.31	4,560	54,725	27.59	4,782	57,387	28.91	5,011	60,133	30.30	5,252	63,024	31.74	5,502	66,019	33.31	5,774	69,285	34.14	5,918	71,011
Public Works Inspector	136	37.58	6,514	78,166	39.44	6,836	82,035	41.35	7,167	86,008	43.39	7,521	90,251	45.50	7,887	94,640	47.71	8,270	99,237	48.90	8,476	101,712
Secretary Clerk	118	24.51	4,248	50,981	25.74	4,462	53,539	26.92	4,666	55,994	28.26	4,898	58,781	29.58	5,127	61,526	31.02	5,377	64,522	31.80	5,512	66,144
Sr. Account Clerk	122	26.95	4,671	56,056	28.27	4,900	58,802	29.60	5,131	61,568	31.03	5,379	64,542	32.51	5,635	67,621	34.09	5,909	70,907	34.94	6,056	72,675
Sr. Accountant	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Sr. Accounting Tech.	129	31.85	5,521	66,248	33.37	5,784	69,410	34.99	6,065	72,779	36.68	6,358	76,294	38.44	6,663	79,955	40.29	6,984	83,803	41.30	7,159	85,904
Sr. Admin. Assistant	126	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.13	5,916	70,990	35.81	6,207	74,485	37.53	6,505	78,062	38.47	6,668	80,018
Sr. Building Inspector/Code Enf.	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Sr. Building Inspector/Plan Checker	146	47.84	8,292	99,507	50.19	8,700	104,395	52.63	9,123	109,470	55.18	9,565	114,774	57.89	10,034	120,411	60.75	10,530	126,360	62.27	10,794	129,522
Sr. Code Enforcement Officer	138	39.45	6,838	82,056	41.37	7,171	86,050	43.40	7,523	90,272	45.50	7,887	94,640	47.71	8,270	99,237	50.03	8,672	104,062	51.28	8,889	106,662
Sr. Engineering Tech.	138	39.45	6,838	82,056	41.37	7,171	86,050	43.40	7,523	90,272	45.50	7,887	94,640	47.71	8,270	99,237	50.03	8,672	104,062	51.28	8,889	106,662
Sr. Engineering Tech/GIS Specialist	144	45.58	7,901	94,806	47.80	8,285	99,424	50.13	8,689	104,270	52.57	9,112	109,346	55.17	9,563	114,754	57.86	10,029	120,349	59.31	10,280	123,365
Sr. Environmental Insp.	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Sr. Office Assistant	116	23.40	4,056	48,672	24.50	4,247	50,960	25.69	4,453	53,435	26.88	4,659	55,910	28.20	4,888	58,656	29.53	5,119	61,422	30.27	5,247	62,962
Sr. Planner	146	47.84	8,292	99,507	50.19	8,700	104,395	52.63	9,123	109,470	55.18	9,565	114,774	57.89	10,034	120,411	60.75	10,530	126,360	62.27	10,794	129,522
Sr. Public Works Insp.	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Storekeeper	125	28.97	5,022	60,258	30.35	5,261	63,128	31.77	5,507	66,082	33.35	5,781	69,368	34.97	6,062	72,738	36.63	6,349	76,190	37.55	6,509	78,104
Water Loss Specialist	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Water Quality Specialist	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – PAY SCHDULE – EFFECTIVE JULY 4, 2026
TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Account Clerk	117	25.16	4,361	52,333	26.37	4,571	54,850	27.59	4,782	57,387	28.94	5,016	60,195	30.35	5,261	63,128	31.78	5,509	66,102	32.58	5,647	67,766
Accountant	136	39.46	6,840	82,077	41.41	7,178	86,133	43.42	7,526	90,314	45.56	7,897	94,765	47.78	8,282	99,382	50.10	8,684	104,208	51.35	8,901	106,808
Accounting Technician	125	30.42	5,273	63,274	31.87	5,524	66,290	33.36	5,782	69,389	35.02	6,070	72,842	36.72	6,365	76,378	38.46	6,666	79,997	39.43	6,835	82,014
Administrative Assistant	123	28.97	5,022	60,258	30.40	5,269	63,232	31.84	5,519	66,227	33.35	5,781	69,368	35.00	6,067	72,800	36.68	6,358	76,294	37.59	6,516	78,187
Assistant Engineer	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Assistant Planner	134	37.68	6,531	78,374	39.46	6,840	82,077	41.40	7,176	86,112	43.42	7,526	90,314	45.55	7,895	94,744	47.75	8,277	99,320	48.95	8,485	101,816
Associate Planner	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Building Inspector	136	39.46	6,840	82,077	41.41	7,178	86,133	43.42	7,526	90,314	45.56	7,897	94,765	47.78	8,282	99,382	50.10	8,684	104,208	51.35	8,901	106,808
Building Inspector Technician	133	36.75	6,370	76,440	38.56	6,684	80,205	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	46.57	8,072	96,866	47.73	8,273	99,278
Buyer	126	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.84	6,212	74,547	37.60	6,517	78,208	39.41	6,831	81,973	40.39	7,001	84,011
Code Enforcement Officer	134	37.68	6,531	78,374	39.46	6,840	82,077	41.40	7,176	86,112	43.42	7,526	90,314	45.55	7,895	94,744	47.75	8,277	99,320	48.95	8,485	101,816
Code Enforcement Technician	121	27.63	4,789	57,470	28.97	5,022	60,258	30.36	5,262	63,149	31.82	5,516	66,186	33.33	5,777	69,326	34.98	6,063	72,758	35.85	6,214	74,568
Community Outreach Coordinator	123	28.97	5,022	60,258	30.40	5,269	63,232	31.84	5,519	66,227	33.35	5,781	69,368	35.00	6,067	72,800	36.68	6,358	76,294	37.59	6,516	78,187
Community Services Coordinator	131	35.05	6,075	72,904	36.76	6,372	76,461	38.57	6,686	80,226	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	45.51	7,888	94,661
Environmental Inspector	132	35.90	6,223	74,672	37.67	6,530	78,354	39.44	6,836	82,035	41.39	7,174	86,091	43.42	7,526	90,314	45.54	7,894	94,723	46.67	8,090	97,074
Executive Assistant	131	35.05	6,075	72,904	36.76	6,372	76,461	38.57	6,686	80,226	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	45.51	7,888	94,661
Homeless Outreach Coordinator	131	35.05	6,075	72,904	36.76	6,372	76,461	38.57	6,686	80,226	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	45.51	7,888	94,661
Housing and CDBG Analyst	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Housing Specialist	132	35.90	6,223	74,672	37.67	6,530	78,354	39.44	6,836	82,035	41.39	7,174	86,091	43.42	7,526	90,314	45.54	7,894	94,723	46.67	8,090	97,074
Human Resources Analyst	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Human Resources Specialist	132	35.90	6,223	74,672	37.67	6,530	78,354	39.44	6,836	82,035	41.39	7,174	86,091	43.42	7,526	90,314	45.54	7,894	94,723	46.67	8,090	97,074
Mailroom Aide	113	22.92	3,973	47,674	23.99	4,158	49,899	25.15	4,359	52,312	26.36	4,569	54,829	27.55	4,775	57,304	28.94	5,016	60,195	29.66	5,141	61,693

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – PAY SCHEDULE – EFFECTIVE JULY 4, 2026
TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Management Analyst	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Management Assistant	134	37.68	6,531	78,374	39.46	6,840	82,077	41.40	7,176	86,112	43.42	7,526	90,314	45.55	7,895	94,744	47.75	8,277	99,320	48.95	8,485	101,816
Marketing Assistant	114	23.44	4,063	48,755	24.55	4,255	51,064	25.73	4,460	53,518	26.95	4,671	56,056	28.21	4,890	58,677	29.60	5,131	61,568	30.33	5,257	63,086
Marketing Specialist	130	34.23	5,933	71,198	35.90	6,223	74,672	37.66	6,528	78,333	39.43	6,835	82,014	41.38	7,173	86,070	43.40	7,523	90,272	44.48	7,710	92,518
Office Assistant	114	23.44	4,063	48,755	24.55	4,255	51,064	25.73	4,460	53,518	26.95	4,671	56,056	28.21	4,890	58,677	29.60	5,131	61,568	30.33	5,257	63,086
Payroll Technician	129	33.44	5,796	69,555	35.04	6,074	72,883	36.74	6,368	76,419	38.51	6,675	80,101	40.36	6,996	83,949	42.30	7,332	87,984	43.37	7,518	90,210
Permit Technician	121	27.63	4,789	57,470	28.97	5,022	60,258	30.36	5,262	63,149	31.82	5,516	66,186	33.33	5,777	69,326	34.98	6,063	72,758	35.85	6,214	74,568
Planning Technician	121	27.63	4,789	57,470	28.97	5,022	60,258	30.36	5,262	63,149	31.82	5,516	66,186	33.33	5,777	69,326	34.98	6,063	72,758	35.85	6,214	74,568
Public Works Inspector	136	39.46	6,840	82,077	41.41	7,178	86,133	43.42	7,526	90,314	45.56	7,897	94,765	47.78	8,282	99,382	50.10	8,684	104,208	51.35	8,901	106,808
Secretary Clerk	118	25.74	4,462	53,539	27.03	4,685	56,222	28.27	4,900	58,802	29.67	5,143	61,714	31.06	5,384	64,605	32.57	5,646	67,746	33.39	5,788	69,451
Sr. Account Clerk	122	28.30	4,905	58,864	29.68	5,145	61,734	31.08	5,387	64,646	32.58	5,647	67,766	34.14	5,918	71,011	35.79	6,204	74,443	36.69	6,360	76,315
Sr. Accountant	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Sr. Accounting Tech.	129	33.44	5,796	69,555	35.04	6,074	72,883	36.74	6,368	76,419	38.51	6,675	80,101	40.36	6,996	83,949	42.30	7,332	87,984	43.37	7,518	90,210
Sr. Admin. Assistant	126	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.84	6,212	74,547	37.60	6,517	78,208	39.41	6,831	81,973	40.39	7,001	84,011
Sr. Building Inspector/Code Enf.	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Sr. Building Inspector/Plan Checker	146	50.23	8,707	104,478	52.70	9,135	109,616	55.26	9,578	114,941	57.94	10,043	120,515	60.78	10,535	126,422	63.79	11,057	132,683	65.38	11,333	135,990
Sr. Code Enforcement Officer	138	41.42	7,180	86,154	43.44	7,530	90,355	45.57	7,899	94,786	47.78	8,282	99,382	50.10	8,684	104,208	52.53	9,105	109,262	53.84	9,332	111,987
Sr. Engineering Tech.	138	41.42	7,180	86,154	43.44	7,530	90,355	45.57	7,899	94,786	47.78	8,282	99,382	50.10	8,684	104,208	52.53	9,105	109,262	53.84	9,332	111,987
Sr. Engineering Tech/GIS Specialist	144	47.86	8,296	99,549	50.19	8,700	104,395	52.64	9,124	109,491	55.20	9,568	114,816	57.93	10,041	120,494	60.75	10,530	126,360	62.28	10,795	129,542
Sr. Environmental Insp.	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Sr. Office Assistant	116	24.57	4,259	51,106	25.73	4,460	53,518	26.97	4,675	56,098	28.22	4,892	58,698	29.61	5,132	61,589	31.01	5,375	64,501	31.78	5,509	66,102
Sr. Planner	146	50.23	8,707	104,478	52.70	9,135	109,616	55.26	9,578	114,941	57.94	10,043	120,515	60.78	10,535	126,422	63.79	11,057	132,683	65.38	11,333	135,990
Sr. Public Works Insp.	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Storekeeper	125	30.42	5,273	63,274	31.87	5,524	66,290	33.36	5,782	69,389	35.02	6,070	72,842	36.72	6,365	76,378	38.46	6,666	79,997	39.43	6,835	82,014
Water Loss Specialist	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Water Quality Specialist	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

Senior Code Enforcement Officer

Department/Division:	Community and Economic Development/Code Enforcement
Reports To:	Code Enforcement Supervisor
Provides Direction To:	Code Enforcement Officer
FLSA Exemption Status:	Non-exempt
Date Prepared:	July 1, 2025
Date Adopted by City Council:	July 8, 2025

GENERAL PURPOSE

Under general supervision, leads, coordinates, trains, and performs the more complex and difficult professional work in investigations from complaints received by the general public; trains, evaluates, and orients assigned staff as to appropriate practices and procedures; identifies violations and works to achieve compliance with City codes.

DISTINGUISHING CHARACTERISTICS

The Senior Code Enforcement Officer is distinguished from the Code Enforcement Officer by its greater complexity of projects and supervision, training, and coordinating the work of staff. This position routinely investigates highly complex and various types of suspected code violations involving commercial and residential properties and independently prepares reports and tracks case files.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

1. Leads, monitors, schedules, coordinates, and evaluates the work of assigned staff; monitors the quality of case management files.

2. Plans and reviews the work of staff responsible for performing a variety of field and office work in support of the City's code enforcement program and participates in enforcing compliance with City regulations and ordinances including those pertaining to the violation of zoning, land use, and planning codes, public nuisances, abandoned vehicles, and other issues relating to the health, safety, and welfare of the community.

3. Trains employees on proper work methods, procedures, techniques, compliance with applicable standards and specifications, and ensures adherence to safe work practices and procedures.

ESSENTIAL FUNCTIONS (continued)

4. Initiates action to facilitate compliance with applicable code requirements.

5. Performs residential, commercial and industrial property inspections to ensure compliance with applicable code and licensing requirements; investigates and abates public nuisances.

6. Performs research relating to municipal code enforcement policies and procedures and researches sources to identify business licensing concerns.

7. Investigates complaints of non-conforming or illegal property uses, signs, inoperable vehicles, unsightly property maintenance, housing violations, fire hazards, or obstructions.

8. Conducts property maintenance, zoning, and health and safety inspections for conformity with City policies and requirements.

9. Investigates complaints and records observations; completes complaint forms and investigation reports; researches City codes and ordinances and cites applicable sections.

10. Answers questions and advises residents, owners, business representatives or others on the nature of violations and encourages compliance with City codes and municipal ordinances.

11. Responds to and investigates more complex complaints from citizens, property owners, community representatives, and governmental agencies regarding possible violations of City codes, policies, and ordinances such as zoning, housing, safety, and property maintenance violations.

12. Advises on the preparation of violation letters; issues criminal citations, notices of violations, and warning notices signifying violations or unsafe conditions as required; re-inspects properties and facilities to verify compliance; prepares acknowledgement letters for corrective actions.

13. Compiles data, reports, and information required to submit to the State and other external agencies.

14. Coordinates field inspection activities with other departments as necessary.

15. May present testimony and findings at administrative and/or court hearings.

QUALIFICATIONS GUIDELINES

Knowledge of:

City housing, zoning, property maintenance, and health and safety codes; code enforcement and public relations practices; basic principles of investigation and research related to the enforcement of the municipal code; basic understanding of building, electrical, plumbing, and mechanical codes and standards; effective customer service techniques and principles; and proficiency with personal computer software applications.

Ability to:

Learn, appropriately apply, and retain knowledge of a complex system of codes, regulations and processes; demonstrate proactive enforcement in researching and applying sections of City codes to matters involving public complaints and potential code violations; conduct complex field inspections and issue citations and related reports given recognized violations; provide excellent customer service; interpret and explain City requirements and policies with tact and diplomacy; communicate effectively, both orally and in writing; establish and maintain effective working relationships with staff, management, homeowners, business owners, tenants, residents, and public and private representatives; operate computer equipment and use word processing software programs; maintain complete and accurate work files and ensure accuracy of information in all communications and records; identify reasons why customers challenge code enforcement practices; tactfully deal with difficult people and situations; identify warning signs of escalating, threatening, or violent behavior; be solution-oriented, persuasive and assertive, without being confrontational, in pursuit of code compliance.

Education/Training/Experience:

High School graduation or G.E.D. equivalent is required. Three years of code enforcement experience involving the interpretation of zoning, housing, construction, and/or health and safety codes and ordinances, preferably in a municipal setting.

Licenses, Certificates; Special Requirements:

Valid Class C California driver license, acceptable driving record, and evidence of insurance are required.

Possession of Penal Code 832 certificate is required within one year of assignment to this classification.

May be required to work extended or variable work hours or on weekends.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, the employee is frequently required to sit, stand and walk, as well as bend, stoop, and squat to inspect different property sites. The employee is required to talk and hear. The employee is required to use hands to finger, handle, feel or operate computer hardware and standard office equipment; reach with hands and arms above and below shoulder level.
The employee occasionally lifts and carries records and documents weighing at least 20 pounds.

Specific vision abilities required by this class include close vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the employee is regularly required to use oral and written communication skills; read and interpret data; thoroughly analyze and solve problems; exercise sound judgment in the absence of specific guidelines; use math and mathematical reasoning; establish priorities and work on multiple assignments and projects concurrently; meet intense and changing deadlines given interruptions; interact appropriately with staff, management, City officials, contractors, residents and business owners, tenants, and public and private representatives, in the course of work, including situations involving interpersonal conflicts involving code enforcement matters.

WORK ENVIRONMENT

The employee frequently works in office conditions where the noise level is usually moderate, at or below 85 decibels. The employee occasionally attends meetings, conventions, City events, and other functions on behalf of the City, including evening and weekend hours. The employee works outdoors and is subject to heat and variable weather conditions. During property inspections, the employee may be exposed to contaminated areas with mold, mildew, roaches, rodents, animal feces, and noxious odors.

Housing Specialist

Department/Division:	Community and Economic Development
Reports To:	Senior Management Analyst
Provides Direction To:	Non-Applicable
FLSA Exemption Status:	Non-Exempt
Date Prepared:	July 1, 2025
Date Adopted by City Council:	July 8, 2025

GENERAL PURPOSE

Under general supervision, performs administrative and technical functions to assist in the administration of the City's Home Improvement Program and other affordable housing programs; conducts housing and building inspections and provides property rehabilitation and loan processing to property owners; and does related work as required.

DISTINGUISHING CHARACTERISTICS

The Housing Specialist performs office and field work activities related to all phases of a housing rehabilitation program or project, from income qualification through construction. Incumbents are responsible for assisting applicants through the application process, determining program eligibility, evaluating property eligibility, preparing work scopes, coordinating the bidding process with contractors and homeowners, reviewing cost estimates, managing project budgets, and monitoring the rehabilitation project through completion.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

1. Reviews applications and gathers required documents to determine an applicant's income and property eligibility to participate in the housing rehabilitation program and other affordable housing programs.

2. Prepares environmental review reports related to the housing unit.

3. Performs loan underwriting and prepares construction and loan documents along with other related program documents.

4. Ensures all contractors' certifications are up to date with local, state, and federal requirements.

5. Maintains project files, records, and various program databases.

ESSENTIAL FUNCTIONS (continued)

6. Meets with homeowners to ensure they have a clear understanding of the program and conducts home inspections to determine home improvement needs.

7. Prepares bid documents outlining the scope of work to be performed and discusses alternative methods of accomplishing repairs with clients and contractors.

8. Performs inspections, construction management, reviews building permits, monitors project budgets, and processes contractor progress payments during the rehabilitation of the housing unit.

9. Inspects the housing unit for final acceptance and payment ensuring that all repairs have been made in accordance with the scope of work, applicable codes, and construction standards.

10. Assists in the preparation of any necessary CDBG, HOME, CalHome, or other agency required documents and reports.

11. May perform other duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge of:

HUD income eligibility requirements; environmental review requirements; housing rehabilitation and construction material costs and methods; construction contracting law and procedures; lead paint hazards and controls; energy efficiency standards; effective techniques and methods of housing inspection to identify health and safety concerns; mortgage loans and rehabilitation finance practices; property deeds and trusts; mathematical and budgeting procedures; local building codes; effective customer service techniques.

Ability to:

Understand, interpret, and enforce program guidelines and HUD's requirements related to income eligibility, environmental reviews, and housing rehabilitation standards; coordinate housing inspections, bid walks, pre-bid meetings, and contract signing with homeowners, contractors, and City staff; estimate material and labor costs; maintain program logs, databases, and records; respond to and resolve homeowner/contractor complaints or disputes related to the rehabilitation project; communicate effectively, both orally and in writing; establish and maintain effective working relationships with co-workers, management, residents, contractors, and the general public.

Education/Training/Experience:

Associate's Degree or 60 semester units or the equivalent of college level coursework in Construction Management, Public Administration, Business Administration, Social Work, Sociology or a related field is required. Two years of experience in housing development,

rehabilitation programs, and grant administration is required, preferably involving City housing programs. Additional relevant work experience may substitute for the educational requirement.

Licenses, Certificates; Special Requirements:

Valid Class C California driver license, acceptable driving record, and evidence of insurance are required.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is frequently required to talk, hear, stand, walk, sit, climb, balance, stoop, squat, kneel, crouch, and occasionally crawl in confined spaces. The employee climbs stairs and ladders to access rooftops and elevated inspection areas. The employee lifts and carries inspection tools, records, or electronic devices that typically weigh less than 20 pounds.

Specific vision abilities required by this class include close vision, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret blueprints, documents, and other types of information; analyze and solve complex problems; use math and mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; interact with staff, management, homeowners, contractors, and the public, including situations involving interpersonal conflicts regarding code interpretations.

WORK ENVIRONMENT

The employee frequently works outdoors in conducting inspections and is exposed to variable weather conditions as well as heat, humidity, and moisture. The employee conducts inspections from elevated surfaces and in confined spaces. The employee is exposed to traffic, fumes, airborne particles, and the risk of shock during electrical inspections. The noise level is frequently loud at construction sites. Administrative and record keeping functions are typically completed within an office environment where the noise level is quiet or moderately quiet.

July 8, 2025
NEW BUSINESS
Item No. 5C.

City Council Agenda Report

RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK CITY EMPLOYEES' ASSOCIATION (BPCEA)

PREPARED BY	PRESENTED BY
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving a successor Memorandum of Understanding (MOU) between the City of Buena Park and the Buena Park City Employees' Association; and 2) Approve a budget amendment in the amount of $775,400 from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City's labor contract with the Buena Park City Employees' Association (BPCEA) expires July 4, 2025. The City and BPCEA representatives have been meeting since April 2025 to develop a successor MOU. In accordance with the Meyers-Milias-Brown Act, the City and BPCEA representatives exchanged ideas and proposals, met-and-conferred on matters of concern, and have reached a tentative agreement on the terms and conditions of employment. Attached for review and approval is a new two-year MOU for BPCEA. In an effort to continue positive labor relations and recognizing the value of having labor stability with employment contracts for two years with the BPCEA, the City and BPCEA agreed upon a five percent (5%) cost of living adjustment each year and increases towards medical insurance contributions. In addition, to address the difficulty in recruiting and retaining hard-to-fill positions, this proposal adds an additional Step 7 to the salary range for each position, equivalent to two and one-half percent (2.5%) above the current Step 6. As a result of the positive negotiations, a tentative agreement has been reached on a successor Memorandum of Understanding (MOU) and it was ratified by the BPCEA members.

This document is presented to the City Council for review and approval as the final step in the labor negotiation process. It reflects the same language as presented to the City Council in properly-noticed closed sessions on labor negotiations, as allowed under the Brown Act. Listed below is a summary of significant changes to the successor MOU.

1. BASE PAY SCHEDULE

5% Cost of Living (COLA) increase effective July 5, 2025.

5% Cost of Living (COLA) increase effective July 4, 2026.

In an effort to address recruitment and retention of hard-to-fill classifications:
All classifications in Exhibit A – Salary Schedule shall add a new Step 7 that is 2.5% above the current Step 6 within the pay schedule effective July 5, 2025.

2. MEDICAL INSURANCE CONTRIBUTION

For coverage effective: July 1, 2025

- Employee Only $1,139 ($75 increase)
- Employee & One Dependent $1,707 ($100 increase)
- Employee & 2 + Dependents $2,240 ($150 increase)

For coverage effective: July 1, 2026

- Employee Only $1,214 ($75 increase)
- Employee & One Dependent $1,807 ($100 increase)
- Employee & 2 + Dependents $2,390 ($150 increase)

3. CERTIFICATE PAY

A. Incumbents of the water and sewer classifications who possess a California State Health Department Water Distribution Operator Certification or California Water Environment Association's Collection Systems Maintenance Certification shall receive an additional $60 per month for D-1/Grade 1, $85 for D-2/Grade 2, or $110 for D-3/Grade 3 or above.

B. Incumbents of the fleet maintenance classifications, who achieve National Institute for Automotive Service Excellence (ASE) Master Technician status in the Automobile Series or Master Technician status in the Medium-Heavy Truck Series, shall receive an additional $60 per month.

C. Incumbents in the signs and painting classifications, who possess an International Municipal Signal Association (IMSA) Traffic Signal Level II or Signs and Markings certificate, shall receive an additional $60 per month.

4. COMMERCIAL VEHICLE OPERATOR LICENSE PAY

An employee, who has a State of California Commercial Vehicle Operator License, shall receive an additional $85 per month for Class B and $160 per month for Class A.

A Fleet Mechanic or Lead Fleet Mechanic, who has a State of California Motorcycle Operator License and is assigned to repair and maintain Police Motorcycle vehicles, shall receive an additional $85 per month for Class M1 license.

5. HAZARD PREMIUM PAY

An employee who is requested to work in conditions that are unusually hazardous, such as large illegal encampment clean-ups, and perform hazardous activities to implement health and safety procedures, shall receive hazard premium pay of double-time, equivalent to twice their regular rate of pay for all hours worked. There shall be no pyramiding of overtime.

6. STANDBY PAY

Standby pay in the amount up to $600 for a seven-day cycle shall be paid to any employee who is the after-hours active-duty person or is placed in a “Standby Position” by the City.

For employees hired on or after July 5, 2025, Standby duty shall be required for Water and Sewer Services personnel, as determined and assigned at the sole discretion of the Director of Public Works.

7. SAFETY SHOES

Each employee shall receive up to $350 on per fiscal year basis.

8. HOLIDAYS

Add one additional floating holiday.

9. VACATION LEAVE

Vacation shall accrue to each full-time employee at the following rates:

Years of Service	Vacation Hours Accrued
Less than 1 year	80 hrs. vacation per year
Less than 2 years	90 hrs. vacation per year
Less than 3 years	100 hrs. vacation per year
Less than 4 years	110 hrs. vacation per year
Less than 5 years	110 hrs. vacation per year

11. DENTAL INSURANCE ENHANCEMENTS

Increase Ortho Lifetime Maximum to $2,000 and add Adult Ortho coverage for both Plan A & B.

Increase the number of teeth cleanings to three cleanings for both Plan A & B.

12. VISION INSURANCE ENHANCEMENTS

Increase Frames and Contact Lens Allowances to $200.

Add Second Pair Benefit for $20 co-pay. Second Pair can be used for Second pair of glasses or Contact Lenses.

BUDGET IMPACT

The total budget impact for the implementation of the proposed Memorandum of Understanding over the two-year term of the agreement is estimated at $775,400. A budget amendment in the amount of $775,400 is required to fund this agreement. These changes comply with the authorization provided by the City Council.

Attachments

Reso MOU for BPCEA 2025 Att1of2 Reso.pdf
CEA MOU 2025.07.08 FINAL.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BUENA PARK CITY EMPLOYEES' ASSOCIATION EFFECTIVE JULY 5, 2025, AND SUPERSEDING RESOLUTION NO. 14693

WHEREAS, the City Council has designated the Assistant City Manager/Director of Human Resources as the City of Buena Park's lead negotiator to meet and confer in good faith with the representatives of the Buena Park City Employees' Association; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) the Assistant City Manager/Director of Human Resources has met and conferred in good faith with the representatives of the City Employees' Association on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached a tentative agreement and have jointly prepared a written Memorandum of Understanding and Compensation Plan which are attached to this resolution and incorporated herein; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the City Employees' Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City;

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine and order as follows:

Section 1: The Memorandum of Understanding between the City and the Buena Park City Employees' Association dated June 6, 2023, is hereby repealed.

Section 2: Resolution No. 14693 is superseded. All conflicting Resolutions of the City are repealed.

Section 3: The Memorandum of Understanding between the City and the Buena Park City Employees' Association effective July 5, 2025, and attached hereto is approved.

PASSED AND ADOPTED this 8th day of July 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 8th day of July 2025.

_____
City Clerk

JULY 5, 2025 – JULY 2, 2027

BUENA PARK CITY EMPLOYEES' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

NO. 25-27

ADOPTED ____, RESOLUTION NO. ____

MEMORANDUM OF UNDERSTANDING
BUENA PARK CITY EMPLOYEES' ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF BUENA PARK
and
BUENA PARK CITY EMPLOYEES' ASSOCIATION

EMPLOYER – EMPLOYEE RELATIONS

PREAMBLE

Pursuant to Government Code, Section 3500, *et seq*. representatives of the Buena Park City Employees' Association (hereinafter referred to as Association) have met and conferred with representatives of the City of Buena Park (hereinafter referred to as the City), and have reached an understanding and recommend that the Buena Park City Council adopt this Memorandum of Understanding (MOU).

ARTICLE 1 – TERM

The term of this Memorandum of Understanding shall be July 5, 2025, through midnight on July 2, 2027, unless otherwise specified in provisions hereinafter. Terms and conditions of employment already in effect on July 4, 2025, shall be considered minimums for the purpose of this agreement except as amended or repealed by specific provisions hereinafter.

ARTICLE 2 – REPRESENTATION AND RECOGNITION

The Association is the only employee organization entitled to meet-and-confer in good faith on matters within the scope of representation on behalf of employees in the field maintenance unit, which shall consist solely of the classifications listed in Exhibit A.

ARTICLE 3 – MANAGEMENT RIGHTS

A. In order to ensure that it is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the work force performing such services. Therefore, the following matters will not be subject to the meet-and-confer process, but shall be within the exclusive discretion of the City:

    1. To determine issues of public policy;

    2. To determine the merits, necessity or organization of any service or activity conducted by the City;

3. To determine and change the facilities, methods, means and personnel by which City operations are to be conducted;

4. To expand or diminish services;

5. To determine and change the number of locations, relocations, and types of operations, and the processes and materials to be employed in carrying out all City functions, including, but not limited to, the right to subcontract any work or operation;

6. To determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments, and to establish the days and hours when employees shall work;

7. To relieve employees from duty because of lack of work or other non-disciplinary reasons;

8. To discharge, suspend, or otherwise discipline employees for proper cause;

9. To determine job classifications;

10. To hire, transfer, promote, and demote employees for non-disciplinary reasons;

11. To determine policies, procedures and standards for selection, training and promotion of employees;

12. To establish employee performance standards, including but not limited to, quality and quantity standards;

13. To maintain the efficiency of governmental operations;

14. To take any and all necessary actions to carry out its mission in emergencies;

15. To exercise complete control and discretion over its organization and the technology of performing its work services;

16. To establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

The City, in exercising these rights and functions, will not discriminate against any employee because of membership or non-membership in any employee organization.

B. All management rights, powers, authority and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party

neutral shall have the authority to diminish any of the management rights which are included in this Article.

C. Management will meet-and-confer prior to the implementation of any management rights which are normally considered matters concerning wages, hours, and other terms and conditions of employment under the provisions of the Meyers-Milias-Brown Act.

ARTICLE 4 – BOARD OF DIRECTORS' MEETINGS

Each member of the Association Board of Directors shall receive up to one-and-one-half hours' time off per month for Board meetings.

The City will allow the Association time to hold its General membership meetings twice in a calendar year.

On duty personnel attending such meetings shall be on an on-call status and shall respond to calls for service. At no time shall coverage be compromised. No overtime or compensatory time will be paid for the meeting.

Prior to scheduling and holding a general membership meeting, the Association shall make notification in writing to the Department Head or his/her designee within seven calendar days of such meeting to be held.

ARTICLE 5 – ADDITIONAL ITEMS

During the term of this Memorandum of Understanding, no additional items will be placed under discussion for purposes of meet-and-confer unless agreed upon by both parties.

The parties shall cooperate to improve the format, clarity, and consistency of the Memorandum of Understanding.

PAY

ARTICLE 6 – ASSIGNMENT OF CLASSES TO PAY RANGES

Each classification is assigned to a pay range as shown in Exhibit A.

ARTICLE 7 – BASE PAY SCHEDULE

A. All classifications in Exhibit A – Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 5, 2025.

B. All classifications in Exhibit A – Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 4, 2026.

In an effort to address recruitment and retention of hard-to-fill classifications:

C. All classifications in Exhibit A – Salary Schedule shall add a new Step 7 that is 2.5% above the current Step 6 within the pay schedule effective July 5, 2025.

* Note: Employees at Step 6 for 12 months or more shall immediately progress to Step 7. Other employees will move to Step 7 according to normal step progression and the annual performance evaluation process.

ARTICLE 8 – BILINGUAL PAY

An employee shall receive an additional $35.00 per month if the following conditions are met:

A. The employee passes a qualifying examination administered by Human Resources.

B. The employee uses bilingual skills as required by the City.

ARTICLE 9 – LONGEVITY PAY

The City agrees to implement a longevity pay program to be administered in the following manner:

A. An employee with 15-19 years or more of current continuous City service shall receive an additional two (2) percent base salary.

B. An employee with 20 years or more of current continuous City service shall receive an additional three (3) percent base salary.

ARTICLE 10 – CERTIFICATE PAY

A. Incumbents of the following classifications who possess a California State Health Department Water Distribution Operator Certification or California Water Environment Association's Collection Systems Maintenance Certification shall receive an additional $60 per month for D-1/Grade 1, $85 for D-2/Grade 2, or $110 for D-3/Grade 3 or above.

- Lead Sewer Services Technician
- Lead Water Services Technician
- Sewer Services Technician
- Sr. Sewer Services Technician
- Sr. Water Services Technician
- Water Services Technician

No employee may receive more than one Certificate Pay benefit at a time.

B. Incumbents of the following classifications who achieve National Institute for Automotive Service Excellence (ASE) Master Technician status in the Automobile Series or Master Technician status in the Medium-Heavy Truck Series shall receive an additional $60 per month.

- Fleet Mechanic
- Lead Fleet Mechanic

Each employee must recertify in each test area every five years in accordance to the ASE requirements. Employees who let one of the required certifications expire will lose their Master Technician status and the monthly certificate pay. Employees may regain certification by taking the Recertification Test(s), even after they let a certification expire.

C. Incumbents of the following classifications who possess an International Municipal Signal Association (IMSA) Traffic Signal Level II or Signs and Markings certificate shall receive an additional $60 per month.

- Lead Signs and Markings Technician
- Senior Traffic Painter

No employee may receive more than one Certificate Pay benefit at a time.

ARTICLE 11 – COMMERCIAL VEHICLE OPERATOR LICENSE

A. An employee who has a State of California Commercial Vehicle Operator License shall receive an additional $85 per month for Class B and $160 per month for Class A licenses and is subject to the provisions of the City's Drug and Alcohol Policy, which includes, but is not limited to, Post-Accident Testing, Random Testing, Reasonable Suspicion Testing, and Return-to-Duty/Follow-Up Testing.

B. In addition to the above, a Fleet Mechanic or Lead Fleet Mechanic who has a State of California Motorcycle Operator License and is assigned to repair and maintain Police Motorcycle vehicles shall receive an additional $85 per month for Class M1 license.

C. Employees in the following job classifications shall maintain a valid California commercial driver license (Class A or B):

- Bus Driver/Scheduler
- Fleet Mechanic
- Lead Fleet Mechanic
- Lead Maintenance Worker
- Lead Water Services Technician
- Lead Sewer Services Technician
- Senior Maintenance Worker
- Sewer Services Technician
- Senior Sewer Services Technician
- Senior Water Services Technician

D. Employees hired prior to September 13, 2006, who cannot be medically qualified (as determined by a City-designated physician) to hold a commercial driver license, will be "grandfathered" with respect to the commercial driver license requirement. Such employees will not drive commercial vehicles and will not receive this additional pay.

E. The cost of training, and paid time for training, for employees hired prior to September 13, 2006, shall be borne by the City. Employees hired on or after that date will not be paid for training time and will bear the cost of their own training. However, at the sole discretion of management, the City may provide informal training to those employees interested in obtaining a commercial license.

F. Employees hired prior to September 13, 2006, who fail the initial skills test, will have six months from the initial failure to pass the skills test. Additional training and/or testing after the initial failure shall be on the employee's own time and at his/her own expense. If an employee is unable to pass the skills test within the six-month grace period, he/she shall be demoted to the next highest classification which does not require a commercial driver license. An employee who is demoted will be "Y-Rated."

The cost of maintaining a commercial driver license shall be borne by the City.

ARTICLE 12 – HAZARD PAY

The City agrees to implement a hazard pay program to be administered in the following manner:

A. An employee who is requested to work in conditions that are unusually hazardous, such as large illegal encampment clean-ups, and perform hazardous activities to implement health and safety procedures, shall receive hazard premium pay of double-time pay, equivalent to twice their regular rate of pay for all hours worked. There shall be no pyramiding of overtime.

B. Hazard pay applies only to hours when the employee is actually performing work duties in such hazardous conditions. This hazardous work includes the physical

removal of garbage and other encampment materials at an encampment site, such as damaged material, contaminated material, or hazardous waste from the site, cleaning the site appropriately, and sorting, bagging, and removing personal property found at the site.

C. This hazardous work described above is not routine or considered a consistent part of an employee's job. Therefore, this premium pay is not considered PERSable compensation.

D. The assignment of sorting and/or removing of hazardous waste materials associated with illegal encampments are additional duties authorized for such hazard pay and is within the sole discretion of the Department Director or designee.

ARTICLE 13 – OVERTIME PAY

A. OVERTIME PAY. An employee required to work in excess of 40 hours in a seven-day cycle shall receive pay at the rate of time and one-half his/her regular rate of pay. The regular rate of pay shall include the following components in addition to base pay.

- Shift Differential
- Educational Incentive
- Bilingual Pay
- Acting Pay
- Special Assignment Pay
- Longevity Pay
- Excess Medical
- Waiver of Medical Insurance

In determining an employee's eligibility for the overtime regular rate, paid and unpaid leaves of absences shall be excluded from the total hours worked. Paid leaves of absence include, but are not limited to, the following:

- Vacation Leave
- Holiday Leave
- Sick Leave
- Administrative Leave
- Compensatory Leave
- Workers' Compensation Leave
- Jury Duty
- Bereavement Leave
- Military Leave

For overtime not otherwise paid at the regular rate, it shall be paid at time and one-half of the hourly equivalent of the employee's bi-weekly base pay rate for all hours worked in excess of the employee's daily work schedule, or for all hours earned in

excess of 40 hours per week. The term “earned” shall include hours for vacation, holiday, sick leave and jury duty.

There shall be no pyramiding of overtime. Hours worked by an employee in any workday or workweek on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

B. COMPENSATORY TIME.

1. **Fair Labor Standards Act (FLSA).** In lieu of receiving overtime pay pursuant to Section A above, an employee may elect to receive compensatory time off on a time and one-half basis. The employee shall be allowed to “bank” compensatory time at a time and one-half basis. No employee shall accrue more than 80 hours of such compensatory time. (This 80 hour maximum bank is in conjunction with Section 2 below.) Should any employee exceed the maximum bank of accrued compensatory time, he/she shall be paid at time and one-half his/her regular rate.

   An employee may use such compensatory time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

2. **Non-Fair Labor Standards Act (Non-FLSA).** Overtime hours not otherwise subject to the FLSA regular rate of pay (after taking paid leave time exclusions into account) may be taken as compensatory time off. Such hours shall be earned, banked, and taken off at the straight time rate. No employee shall accrue more than 80 hours of such compensatory time. (This 80 hour maximum bank is in conjunction with Section 1 above.) Should any employee exceed 80 hours of accrued compensatory time, he/she shall be paid at time and one-half his/her base rate.

C. AUTHORIZATION.

1. All overtime requests must have the prior authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Calls for service beyond the end of duty time are considered as authorized.

2. An employee's failure to obtain prior approval may result in the denial of the overtime request.

3. The City may prescribe reasonable periods of overtime work to meet its operational needs.

D. CLOTHES CHANGING. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work.

Nothing herein prevents an employee from wearing his/her uniform while conducting personal business during lunch time.

Time spent in changing clothes before or after a shift, is not considered worked and is not compensable in any manner whatsoever.

E. TRAINING TIME. Training time outside normally scheduled work hours shall be compensated pursuant to Code of Federal Regulations (CFR), Section 785.27, *et seq.*

Travel time outside normally scheduled work hours shall be compensated pursuant to CFR Section 785.33, *et seq.*

When feasible, the City will adjust the employee's work schedule to minimize the impact of travel and training time.

F. CITY VEHICLE USE. An employee who is provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

G. CALL-BACK PAY. Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call-back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two hours work commencing when he/she leaves his/her residence and will terminate at the end of the two hour minimum, or if the call-back lasts longer than two hours the time he/she returns to his/her residence.

Any call-back lasting two hours or less shall result in a credit for two hours worked. When added to the eight hour day or 40 hour work week, an employee shall end up with a net result of three hours pay (or three hours comp time at time and one-half). Any call-back lasting more than two hours shall result in a credit for actual hours worked. When this credit is added to the eight hour day or 40 hour work week, the net result will be time and one-half the actual hours worked on the call-back.

Similar calculations as outlined above will be used when an employee is entitled to a four hour call-out because the call-back occurs on Sunday, a holiday, or between 12:01 a.m. and 5:00 a.m.

When a call-back occurs on a holiday recognized in Article 27, and lasts for more than four hours, the employee is entitled to an eight hour call-out for all hours worked over the four hour minimum.

The above provision shall not result in a double payment for call-outs lasting less than two hours (or when applicable, four hours). For instance, if an employee works one hour on a call-out, he/she shall be credited with two hours, resulting in three hours of pay or comp time after application of time and one-half. He/she shall not be entitled to the one hour at time and one-half plus the two hour minimum.

An employee who receives multiple calls within the allotted two hour minimum (or when applicable, four hour minimum) is not entitled to double-payment for call-backs even if the employee has returned to his/her residence. For example, if an employee receives a call-back that is completed and returns to his/her residence and then receives a second call-back will result in a continuation of service commencing from the original call-back start time regardless if the call was similar or different than the original call-back.

ARTICLE 14 – STANDBY PAY

Standby pay, in the amount up to $600.00 for a seven day cycle, pro-rated at $60 per week day (M - Th) and $120 per day for weekends (Fri - Sun), shall be paid to any employee who is the after-hours active duty person, or is placed in a “Standby Position” by the City. In the event of an actual call-back, the employee will be entitled to receive standby pay and pay according to the call-back pay provision in Article 13 of this MOU. The City shall have discretion as to the implementation and maintenance of the standby pay program.

For employees hired on or after July 5, 2025, Standby duty shall be required for Water and Sewer Services personnel, as determined and assigned at the sole discretion of the Director of Public Works.

ARTICLE 15 – EDUCATION PROGRAM

A. <u>REIMBURSEMENT.</u>

An employee who is pre-approved by the department head to attend a specified, off-duty education course shall receive reimbursement for certain expenses.

An approved education course is defined as off-duty instruction that will be mutually and immediately beneficial to the employee and the City.

1. Prior to enrolling in the class, an employee desiring reimbursement for expenses shall acquire the department head's approval as to course content and its relationship to the employee's City employment. On completion of the course, with a grade of "C" or better, the employee shall submit a "Request for Educational Reimbursement" form to the department head along with a copy of the official transcripts and receipts for the total cost of the course.

   Effective January 1, 2024, on approval by Human Resources and Finance, the employee shall then be reimbursed a maximum of $5,000 per calendar year for tuition, books, transportation costs where appropriate, registration fees and related expenses necessary for completion of the course.

2. Reimbursement will only be given for coursework taken within the current calendar year (January 1 – December 31). The difference between the City's maximum obligation during any calendar year and the total amount of actual reimbursement received by the employee during that calendar year shall not be carried over or be available for use by the employee in any subsequent year.

3. A copy of the official transcript shall be forwarded to the Human Resources Office for retention in the employee's education file.

B. EDUCATIONAL INCENTIVE ALLOWANCE. An employee with a job-related (as determined by the City) degree or certificate from an accredited educational institution shall receive an additional allowance as follows:

- Associate of Arts Degree $30 per month
- Bachelor of Arts Degree $60 per month
- Master's or Ph.D. Degree $90 per month

Special Certificates:

- 10 or more semester units $15 per month
- 20 or more semester units $30 per month

No employee may receive more than one Educational Incentive benefit at one time.

ARTICLE 16 – SAFETY SHOES

A. Each employee shall receive up to $350 per fiscal year, through a direct purchase from a City selected vendor, for safety shoes which comply with current California Office of Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended.

B. Each employee shall wear such safety shoes while performing his/her usual and customary duties, in compliance with Cal/OSHA standards, Title 8, section 3385. Any employee failing to adhere to this requirement shall be subject to disciplinary action, up to and including termination. The City Manager and/or his designee shall have discretion as to the need and necessity of the safety shoe purchase.

ARTICLE 17 – UNIFORM ALLOWANCE

A. The City shall provide a work uniform to each employee and shall provide a City-paid cleaning service for such uniforms.

B. The City agrees to continue to provide uniform cleaning service for those bargaining unit members who currently receive it.

C. The monetary value for such purchase, rental, and maintenance of the required clothing which is a ready substitute for personal attire (uniform) shall be reported to the California Public Employees' Retirement System (CalPERS) as compensation as required by law. The annual retirement contribution shall be based on the stated amounts listed in Article 20 – Public Employees' Retirement System. Any additional tax liabilities are borne solely by the employee.

ARTICLE 18 –TOOL REIMBURSEMENT

A. An employee in the classification of Fleet Mechanic and Lead Fleet Mechanic shall be eligible for reimbursement for the purchase of tools required in the performance of his/her job according to the following schedule:

- The maximum reimbursement amount will be $300 per fiscal year.

To be eligible for reimbursement, the tool purchase must be approved in advance by the Director of Public Works or his/her designee. The City retains the sole discretion to determine the necessity to purchase particular tools.

If the employee remains employed for six months after the actual date of the tool purchase, the employee will own such tools outright. If the employee does not remain employed for six months after the actual date of the tool purchase, the City will retain ownership of such tools upon the employee's separation.

B. In the event a probationary employee in the above-referenced classifications purchases tools, the time period for outright ownership of the tools is extended to 18 months from the date of hire. After that period, Paragraph A above shall apply.

ARTICLE 19 – MILEAGE

An employee required to use a personal vehicle for City business shall be reimbursed at the rate allowed by the Internal Revenue Service.

ARTICLE 20 – CHILD CARE REIMBURSEMENT PROGRAM

A. Employees who have qualified dependent(s) between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.
B. Qualifying dependents are natural born child, adopted child, step child, and/or parent-child relationship.

C. Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

RETIREMENT

ARTICLE 21 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM

A. RETIREMENT PLAN. The City shall maintain its contract for a pension plan with the California Public Employees Retirement System (CalPERS), as originally adopted on March 1, 1964, and amended thereafter.

B. CONTRACT OPTIONS. The City's contract with CalPERS shall include the following options:

	Government Code Section
1. One Year Highest Compensation	20042
2. Military Service Credit as Public Service	21024
3. 2.5% at 55 – Full Formula	21354.4
4. Fourth Level of 1959 Survivor Benefit	21574
5. Pre-Retirement Optional Settlement 2 Death Benefit	21548

C. SECOND TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after December 22, 2012, shall include the following options:

	Government Code Section
1. Three Highest Years Compensation	20037
2. Military Service Credit as Public Service	21024
3. 2% at 60 – Full Formula	21353
4. Fourth Level of 1959 Survivor Benefit	21574
5. Pre-Retirement Optional Settlement 2 Death Benefit	21548

D. THIRD TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after January 1, 2013, shall include the following options:

	Government Code Section
1. Three Highest Years Compensation	7522.32

2. Military Service Credit as Public Service 21024
3. 2% at 62 – Full Formula 7522.20

4. Fourth Level of 1959 Survivor Benefit 21574

5. Pre-Retirement Optional Settlement 2 Death Benefit 21548

E. CONTRIBUTIONS.

1. Employees hired before December 22, 2012, the full eight percent (8%) cost of the CalPERS member contributions shall be paid by each employee via payroll deduction on a pre-tax basis.

2. Employees hired on or after December 22, 2012, the full seven percent (7%) cost of the CalPERS member contributions shall be paid by each employee via payroll deduction on a pre-tax basis.

3. Employees hired on or after January 1, 2013, shall pay 50% of the normal cost rate for the benefit formula 2% at Age 62 via payroll deduction on a pre-tax basis (Government Code Section 7522.30).

4. 1959 Survivor Benefit. Each employee will pay the employee share required by CalPERS (currently $2.00 per month) and the City will pay the employer costs.

ARTICLE 22 – SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law shall be the responsibility of the employee, and shall be paid in full by the employee and the City shall not be obligated to pay or “pick-up” any portion thereof.

INSURANCE

ARTICLE 23 – MEDICARE

Employees hired by the City on or after April 1, 1986, shall pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick-up" any such contributions.

ARTICLE 24 – MEDICAL INSURANCE

A. The City shall provide group medical insurance under the California Public Employees' Medical and Hospital Care Act (PEMHCA).

B. City Contribution. The City shall contribute the following monthly amounts for group medical insurance. Any additional contribution necessary to maintain group medical insurance shall be borne solely by the employee.

1. Persons Hired On or Before June 30, 1999

Employees

For coverage effective:	*July 1, 2025*
• Employee Only	$1,139
• Employee & One Dependent	$1,707
• Employee & 2 + Dependents	$2,240

For coverage effective:	*July 1, 2026*
• Employee Only	$1,214
• Employee & One Dependent	$1,807
• Employee & 2 + Dependents	$2,390

Retirees

• Retiree Only	$126.00
• Retiree & One Dependent	$172.00
• Retiree & 2 + Dependents	$195.00

2. Persons Hired On or After July 1, 1999

Employees

For coverage effective:	*July 1, 2025*
• Employee Only	$1,139

- Employee & One Dependent $1,707
- Employee & 2 + Dependents $2,240

For coverage effective: *July 1, 2026*

- Employee Only $1,214
- Employee & One Dependent $1,807
- Employee & 2 + Dependents $2,390

Retirees

The City's contribution for retirees who were hired on or after July 1, 1999, is determined by the California Public Employees Retirement System (CalPERS) in accordance with Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- *For coverage effective January 1, 2025: $158.00/month per retiree*
- *For coverage effective January 1, 2026: $162.00/month per retiree*
- *For coverage effective January 1, 2027: To be determined by CalPERS*

C. EXCESS MEDICAL. An employee who selects a health insurance plan which costs less than the City's maximum monthly contribution may have the difference placed in his/her deferred compensation account, purchase products available through the City's Cafeteria Plan, or receive a cash payout. For example, an employee with no dependents is entitled to a maximum monthly contribution of $1,139 per month. If he/she has a health insurance plan which costs $628.63 per month, the employee is entitled to $510.37 per month in excess medical.

D. WAIVER OF MEDICAL INSURANCE.

1. An employee may elect to not be covered by a City group medical insurance plan if he/she provides proof of coverage from another group medical insurance source. The City may require proof of coverage at any time.

2. An eligible employee may elect to have the City's monthly contribution applied to his/her deferred compensation account, the purchase of products offered through the Cafeteria Plan, and/or receive a cash payout.

   The City contributions shall be $753.00 per month.

E. SERVICE RETIREMENT ACCOUNT (SRA). In addition to the Contribution pursuant to the CalPERS Contract, employees hired on or after July 1, 1999, will be allowed to bank accrued sick leave time for use upon Retirement from Service, into a Service Retirement Account to defer out-of-pocket expenses for purchasing group medical

insurance under the City's program. The City will participate in the SRA by matching the employee contribution on a two-for-one (2:1) basis.

1. SRAs are not subject to fellow employee donations of sick leave or any other leave provisions. However, the SRA will be coordinated with the City's Sick Leave Buyback program.

2. To be eligible, an employee must have a sick leave balance of at least 480 hours, and must maintain at least 480 hours of sick leave after making such deposit.

3. An eligible employee may place up to one-half of any unused portion of his/her annual sick leave accrual into the SRA, with the City matching contribution of two-to-one. This provision will be coordinated with the Sick Leave buyback provision, thereby limiting buyback and SRA deposits to one-half of any unused portion of their annual sick leave accrual.

4. The SRA is not subject to bearing interest. Eligible employee deposits and the City's matching contributions are flat deposits.

5. Sick leave placed in the SRA will be converted into cash at the employee's base pay rate and thus will no longer be available as sick leave once deposited in the SRA.

6. The donor employee shall have two options for withdrawal of funds from the SRA.

    a. At the option of the employee, upon retirement from service, the SRA will be paid at the then-hourly rate for the depositor. This shall include the employee contribution as well as the City's matching portion, which will be used to offset/defer costs associated with purchasing group medical insurance plans during retirement.

    b. The employee may, at any time, withdraw hours from the SRA to convert to cash, and will be paid at the base pay rate in effect when the original deposit was made. An employee making an early withdrawal from the SRA shall not be entitled to any of the City's matching contribution, and shall lose that equal portion of the matching contribution as was withdrawn, i.e., two-to-one.

7. In the event that a participating employee separates from employment on other than a Retirement from Service (Service Retirement or Disability Retirement), the City shall payoff only the employee's portion of the contributions made to the SRA, at the base pay rate for each deposit, and shall not be entitled to any of the City's matching contribution.

8. In the event the SRA survives an active employee, or a retired employee, the City will pay off the balance of the employee's contribution to the survivor of record.

Payment will be at the then-current base pay rate for the active employee and/or at the base pay rate of withdrawal for retired employee, including the City's matching contribution.

9. The City reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Determinations shall be made in a manner that no employee shall lose his/her portion of the SRA and the City will not lose its portion of the matching contribution. Any determinations made in hearing a dispute to grant the City's portion of the matching contribution will be made on a case-by-case basis, and will not be determined to be a past practice or official policy of the City.

   Any person employed by the City prior to July 1, 1999 who is not currently a member of this unit of representation shall enjoy all benefits and rights of those employees hired prior to July 1, 1999, upon later occupying a position within this unit of representation.

10. Effective July 21, 2012, employees not currently enrolled in the SRA program are not eligible to enroll in this program. This program is closed to new enrollees.

ARTICLE 25 – DENTAL INSURANCE

The City shall continue to provide the current dental program for employees and their eligible dependents under the age of 26.

Each employee is responsible for choosing one of the three plans listed below. In the event that no choice is made, the employee will be deemed to have chosen no dental insurance coverage.

Employees may switch plans only during the open enrollment period designated by the City.

Payment of Premiums. Employees shall pay the amounts shown. Any additional amount necessary to maintain group dental insurance shall be paid by the City.

A. **50/50 PLAN.** The insurance carrier pays 50% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 50%.

	Monthly
• Employee Only	$3.00
• Employee & 1 Dependent	$5.00
• Employee & 2 + Dependents	$7.50

B. **80/20 PLAN.** The insurance carrier pays 80% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 20%.

	Monthly
• Employee Only	$10.00
• Employee & 1 Dependent	$15.00
• Employee & 2 + Dependents	$20.00

C. **HMO PLAN.** The insurance carrier pays a portion of all services based on the fee schedule. Employees who enroll in this plan do not pay any monthly premium. Each employee is responsible for any co-payment associated with this plan.

ARTICLE 26 – VISION INSURANCE

The City shall provide a vision insurance program for employees and their eligible dependents under the age of 26.

Each employee is responsible for enrolling in the plan. In the event that no choice is made, the employee will be deemed to have chosen no vision insurance coverage.

Effective January 1, 2026, the City shall contribute $6 monthly for group vision insurance. Any additional contribution necessary to maintain group vision insurance shall be borne solely by the employee.

ARTICLE 27 – LONG TERM DISABILITY INSURANCE

A. The City shall pay the entire premium for a City-owned long-term disability insurance policy affording coverage to each active employee.

B. The policy shall have a benefit waiting period of 60 calendar days of continuous disability. Any time after the expiration of the benefit waiting period, the employee may apply for this insurance and may use accrued leave pursuant to the City's policy thereon.

C. The maximum benefit for total disability shall be 66 2/3 of the eligible employee's basic monthly earnings as defined in the policy document, or $10,000 per month, whichever is less.

ARTICLE 28 – LIFE INSURANCE

A. The City shall provide group term life insurance (including accidental death and dismemberment) for each employee in the amount of one times (1x) the employee's basic annual earnings to a maximum of $150,000 Each employee, at his/her own expense, may purchase additional life insurance from the insurer through the City.

B. The City shall provide group term life insurance, (including accidental death and dismemberment) in the amount of $1,500 for each employee's:

1. legal spouse or registered domestic partner and/or

2. children under the age of 26.

ARTICLE 29 – CAFETERIA PLAN

A. The City shall provide a full flexible Cafeteria Plan under IRS Code Section 125, to include Premium Only Conversion, Health Care Spending and Dependent Care Accounts.

B. The City and individual participants shall divide the cost of the third-party administration service fee. Service fees are to be paid only by employees enrolled in the Health Care Spending Account and/or Dependent Care Spending Account. There is no service fee for participants in the Premium Only Conversion plan. The service fee may be amended from time to time by the City and the third-party administrator. The City will consult with employees prior to increasing any deduction from employees for any plan year.

C. The City will utilize any assets remaining in the plan at the end of each plan year to off-set service fees for employees enrolled in either the Health Care Spending Account and/or Dependent Care Spending Account. "Plan year" is as defined in the plan documents. This item is governed by the Cafeteria Plan documents as it relates to Plan Year. Asset utilization to off-set service fees shall be determined no later than June 30 of any subsequent year.

ARTICLE 30 – ADMINISTRATION

A. The City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this MOU, provided that the benefits of the employees shall be substantially the same as those in existence prior to implementation of this MOU.

B. If, during the term of this MOU, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.

C. All group insurance benefits shall be provided and calculated in accordance with the City's contracts with insurance providers.

LEAVES

ARTICLE 31 – HOLIDAYS

A. The following dates, and such other days or portion of days as may be designated by motion of the City Council, shall be observed as paid holidays.

Holiday	Date
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following 4th Thursday in November
Day before Christmas	December 24
Christmas Day	December 25

B. In addition to the above, two floating holidays per fiscal year may be earned. These floating holidays shall be designated by the employee and requires management approval, in advance, before they are taken. New hires must be employed for three months before becoming eligible for the floating holiday.

C. When a holiday occurs on a Saturday the preceding Friday will be observed instead. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on an off-Friday, the preceding Thursday shall be observed.

D. Holiday Closure. The City shall close the City Hall, City Yard, and Community Center facilities to the public during the holiday period between Christmas Eve and New Year's Day. During the closure, employees will have the option to use accrued Vacation, Compensatory Time, or Floating Holiday. Employees without sufficient accrued leave time to cover the holiday closure may borrow from future vacation accrual.

The City maintains the right to determine the essential services which still operate during this closure period.

ARTICLE 32 – VACATION LEAVE

A. ACCRUAL. Vacation leave with pay shall accrue to each employee at the following rates:

Years of Service	Vacation Hours Accrued
Less than 1 year	80 hrs. vacation per year (6.667 hrs. per month)

Less than 2 years	90 hrs. vacation per year (7.5 hrs. per month)
Less than 3 years	100 hrs. vacation per year (8.333 hrs. per month)
Less than 4 years	110 hrs. vacation per year (9.167 hrs. per month)
Less than 5 years	110 hrs. vacation per year (9.167 hrs. per month)
5 years to 10 years	120 hrs. vacation per year (10 hrs. per month)
10 years or more	160 hrs. vacation per year (13-1/3 hrs. per month)

An employee having a probationary or regular appointment that is less than full-time, but is half-time or more, shall accrue vacation on a prorated basis, based on the employee's regular (i.e., not overtime) paid hours in each pay period.

B. ACCUMULATION. Accumulation of vacation leave in excess of that earned in two years is prohibited. All vacation leave exceeding the authorized accumulation shall be forfeited.

C. USAGE. Vacation leave taken shall not be in excess of that actually earned at the time the vacation starts.

1. Each employee must take at least 40 hours of vacation each fiscal year.

2. The time during the calendar year at which an employee shall take vacation shall be determined with particular regard for the needs of the service and due regard for the wishes of the employee.

3. In the event one or more municipal holidays falls within a vacation leave, such days shall not be charged as vacation leave, and the vacation leave shall be extended accordingly for employees eligible for such holidays.

4. Any leave of absence without pay shall not accrue vacation leave for each 30 day period of such leave.

5. No employee shall be entitled to any vacation until completion of six (6) months of continuous service.

6. All usage of vacation and compensation time should be requested and approved by the employee's department head or designee at least two days prior to the start of vacation time.

D. ANNUAL CONVERSION.

1. An employee may elect to convert up to 40 hours of vacation leave into a cash payment at the employee's then-current rate of base pay. To be eligible for this option, the employee must utilize 40 hours of vacation leave in the preceding fiscal year.

2. Notwithstanding the above paragraph, an employee may convert up to a maximum of 80 hours of annual vacation leave into a cash payment as long as the employee has 240 hours, or more, of annual vacation leave “on the books” after the conversion.

E. VACATION PAY AT SEPARATION. Upon separation, an employee will receive compensation at the current rate of base pay for all unused earned vacation, up to and including the date of separation.

1. An employee who separates while serving a probation period in a classification to which the employee has been promoted shall receive vacation pay at separation based on the hourly equivalent of the base pay received immediately prior to promotion, provided the employee has successfully completed a probation period in the classification from which the employee was promoted.

2. An employee who has not completed six (6) months of continuous service shall not receive vacation pay at separation.

F. CONTINUOUS SERVICE. For the purpose of computing years of service, an employee’s continuous service shall be based on the effective date on which the employee received initial probationary appointment in the City service.

ARTICLE 33 – SICK LEAVE

A. ACCRUAL.

1. Each full-time employee shall accrue sick leave with pay at the rate of eight hours for each full calendar month of continuous service in which the employee has worked or has been on authorized leave of absence with pay.

2. Part-Time Appointees. An employee having an appointment that is less than full-time, but is half-time or more, shall accrue sick leave with pay at the rate of four hours for each full calendar month of continuous service in which the employee has worked or has been on authorized leave of absence with pay.

3. Any leave of absence without pay exceeding 15 consecutive days shall result in no accrual of sick leave during the consecutive days of the employee's leave of absence without pay that is in excess of 15 consecutive days.

B. ACCUMULATION. Sick leave may be accumulated without limit.

C. USAGE.

1. Eligibility for Use of Sick Leave. Sick leave may be taken only when the employee has sick leave credits. An employee shall be eligible to take sick leave after he/she has worked one full calendar month.

2. Sick leave may be granted only with the approval of the department head and only in case of a bona fide illness or medical/dental appointments of the employee. The department head may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during any period for which sick leave was requested.

3. Sick leave may also be used for a bona fide illness or medical/dental appointments of a family member (spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandmother, grandfather) or designated person when the presence of the employee is required up to a maximum of three days per individual situation. The department head may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during any period for which sick leave was requested.

   A "designated person" is defined as any one person identified by the employee at the time the employee requests paid sick leave. This designation is limited to only one designated person per 12-month period.

4. Maternity leave. The employee shall submit a doctor's statement approving her fitness to continue working for a specified term. A post-natal release from the doctor must be submitted prior to returning to work.

5. Sick leave shall not be used in lieu of, or added to, vacation. Accrued vacation leave may be used for sickness when all sick leave has been taken.

6. Sick leave during vacation. An employee who becomes ill while on vacation may have such period of illness charged to accumulated sick leave instead of to vacation, provided that immediately upon return to duty, the employee submits to the department head a written request for sick leave and a written statement signed by the employee's physician describing the nature and dates of the illness.

7. Limitations. No employee shall be entitled to accrue or to take sick leave with pay while absent from duty for all of the following reasons:

a. Disability or illness arising from compensated employment other than with the City of Buena Park.

b. Leave of absence without pay.

c. Absence because of intoxication or for the purpose of recovering from intoxication.

D. MEDICAL LEAVE OF ABSENCE. Upon written request of the employee and recommendation of the department head, the City Manager may authorize in writing a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all accumulated sick leave.

2. The employee has been continuously employed in the City service for at least one year.

3. The employee presents to the department head for referral to and consideration by the City Manager a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician.

4. Prior to resuming duties, the employee may be required to take a medical examination at the employee's expense and as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager or designee in determining the employee's fitness to return to work.

5. The maximum period of such leave shall be three calendar months. If the employee desires an extension, the employee shall follow the procedure described in subparagraph 3 above.

E. PENALTY FOR ABUSE. When, in the judgment of the department head, the employee's reason for being absent because of alleged sickness is inadequate, the department head shall indicate on the payroll form that the absence was without pay. The department head may recommend to the City Manager that appropriate disciplinary action be imposed against the employee.

F. ANNUAL BUYBACK PROGRAM.

1. To be eligible, an employee must have:

a. 480 hours of accumulated sick leave as of the first pay period of July of the preceding year, and
b. 480 hours of accumulated sick leave remaining after the cash out.

2. An employee who wishes to participate must file a written request with the Finance Department. This request will apply for the previous fiscal year sick leave accumulation.

3. Participants will be paid for 50% of the hours accrued during the fiscal year. These hours being paid will be deducted from the employee's sick leave bank. The remaining hours accrued, but not used, will remain in the employee's sick leave bank. Payment will be based at the employee's base hourly rate in effect at the time of payment.

G. SICK LEAVE PAY ON SEPARATION. Except as herein provided, no payment shall be granted to an employee for accrued sick leave at the time of separation. Termination of an employee's continuous service, except by reason of layoff for lack of work or funds, shall abrogate all sick leave accrued at the time of such separation, regardless of whether the employee subsequently reenters the City service. Employees appointed on or after September 20, 1982, shall not be eligible for sick leave pay on termination as provided for in this section.

Employees hired on or prior to September 19, 1982, shall be paid for 50% of the value of his/her unused sick leave based on the employee's rate of base pay at the time of honorable separation or retirement.

Employees may only accrue 120 days (960 hours) of sick leave for the purposes of this section and for the purposes of compensation on separation.

ARTICLE 34 – BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from duty by reason of the death (or critical illness where death appears imminent) of a family member, the employee shall, upon approval of the department head, be entitled to up to three work days of bereavement leave with pay once per fiscal year. Employees in need of additional time off may charge such absence to the employee's accumulated sick leave to a maximum of five working days for each such incident. Use of such leave shall not count against the sick leave buy back or deposits made to the SRA.

"Family member" is defined as the employee's or spouse's:

- Father
- Grandfather
- Sibling(s)
- Spouse
- Mother
- Grandmother
- Child
- Grandchildren

ARTICLE 35 – WORKERS COMPENSATION

A. An employee who is absent from duty because of an on-the-job injury sustained during City employment shall receive his/her normal pay during the first 27 calendar weeks

of such accident, provided the employee returns to the City any compensation paid under the provisions of the California Workers' Compensation Law for the corresponding period of time.

During this maximum 27-week period, an employee so entitled shall continue to receive all forms of compensation he/she would be receiving as if at work. The employee shall also be eligible for consideration for merit pay increases during this period.

B. After this maximum 27-week period, an employee who has not returned to work shall not receive any other form of compensation from the City, including, but not limited to, accrual of vacation and sick leave, holiday pay, special assignment pay, education pay or payment of group insurance premiums. An employee may not use accumulated sick leave or vacation to supplement temporary disability indemnity payments.

ARTICLE 36 – JURY DUTY

No deduction shall be made in the pay of an employee who serves on jury duty if the employee has waived or remitted the jury fee for such jury duty. An employee who serves on jury duty on a scheduled day off shall not be required to remit his/her jury fees for that day. If the employee has not so waived or remitted the jury fee, the employee shall be paid only for the time actually worked in the City position. An employee summoned to jury duty shall immediately notify his/her supervisor in writing. The employee shall remit to the City all fees and allowances payable for jury duty, less reimbursements from the court for meals, travel, or lodging.

ARTICLE 37 – OTHER LEAVES

A. LEAVE WITHOUT PAY. Upon written recommendation of the department head, the City Manager may authorize a leave of absence without pay for a period not to exceed 30 calendar days in a calendar year.

Authorized leaves of absence without pay of 30 calendar days or less, and leaves of absence with pay for any period shall not constitute an interruption of an employee's continuous service and shall not be deducted in computing total City service. Authorized leaves of absence without pay in excess of 30 calendar days, unless covered by the Family Medical Leave Act, shall be deducted in computing an employee's total City service for advancement in salary range and for other purposes specified in this MOU, but shall not serve to interrupt continuous service.

B. MILITARY LEAVE. An employee having a probationary or regular appointment shall be entitled to such benefits as are provided in the California Military and Veterans Code. An employee requesting military leave shall present a copy of military orders to the department head prior to the beginning of the leave.
Employees who present military orders for active duty status shall continue to receive all forms of compensation he/she would be receiving as if at work for the first 30 days

of such absence in any one fiscal year (except weekend drills and/or training). Weekend drills and/or training are not considered active duty under the Military and Veterans Code and not eligible for salary continuation benefits.

If an employee is called to inactive duty and must report to such duty on days the employee is scheduled to work, the employee must request the time off and use their leave banks for such absence if necessary.

WORKING CONDITIONS

ARTICLE 38 – PAY PERIODS

A. The City shall utilize the biweekly payroll system. Pay periods shall begin at 12:01 a.m. every other Saturday and end at midnight the second Friday (i.e., 14 calendar days later) thereafter. Paydays shall occur on the Friday following the conclusion of each pay period. The one exception is when that Friday is a federal holiday, the payday shall fall on the preceding business day.

B. Direct Deposit. The City shall electronically deposit employees' paychecks into a savings or checking account designated by the employee. All employees shall participate in the City's direct deposit payroll program. Each employee shall be responsible for providing the Human Resources Department with the correct routing number and account number of his or her banking institution.

ARTICLE 39 – ATTENDANCE

A. Each employee shall be in attendance at his/her work station in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to Payroll on a designated form and on the dates specified. Absence without leave, whether voluntary or involuntary, for a period longer than five consecutive assigned working days is an automatic resignation from City service.

B. Any employee who is absent from duty shall report the reason for such absence to the department head or immediate supervisor prior to the normal work shift. Absences not reported in such manner may be considered absence without leave. A deduction of pay shall be made for the duration of any absence without leave. Upon return to work, such absence must be justified.

ARTICLE 40 – HOURS OF WORK AND SCHEDULES

Unless otherwise prescribed in writing by the City Manager, the work week, work shift, and work schedule for each position shall be as follows:

A. WORK WEEK. The work week for all full-time positions shall be 40 hours.

B. WORK SHIFT. The work shift for all full-time positions scheduled on the “9/80 Work Plan” shall be nine hours a day for eight days, and eight hours for one day for a total of 80 hours in a two-week period.

C. WORK SCHEDULE. The work schedule for each position shall be as established by the department head. All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturdays,

Sundays, and holidays continuously on week days in accordance with the Alternative Work Schedule.

D. ALTERNATIVE WORK SCHEDULES. The decision to implement any alternative work schedule, including the 9/80 Plan and the 4/10 Plan, is at the sole discretion of the City. The alternative work schedule may be revoked at any time by the City as long as 30 days' notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer or meet and consult prior to revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

Except in cases of emergency, the City shall provide two weeks' notice to an employee of any changes in his/her work schedule.

ARTICLE 41 – 9/80 PLAN ALTERNATE WORK SCHEDULE

A. Federal legislation in Air Quality Management District (AQMD) Rule 15 requires employers, including cities, to use alternative methods to reduce vehicular pollution emissions. The 9/80 work schedule will reduce the average number of vehicle trips to the work site between 6:00 a.m. and 10:00 a.m., and comply with the Federal requirements. It also satisfies Council's direction to provide extended service hours to the public and employees.

B. PLAN DEFINED. The work period will be forty hours per week. It will consist of nine days instead of ten in a two-week pay period. Employees will work eight days for nine hours a day and one day for eight hours for a total of 80 hours in the pay period. The basic work day will increase from 8 eight to 9 nine hours a day. The standard for accounting is 80 hours in a pay period. During a pay period, the employee shall have one occasion of two consecutive days off and one occasion of three consecutive days off. The 9/80 Plan allows employees to be off an additional day during the pay period.

Days off will be consecutive and scheduled at the discretion of the department heads. Days off include every other Friday. Once days off are determined, they are fixed unless otherwise approved.

C. WORK PERIOD FOR NON-EXEMPT EMPLOYEES. The work period for all employees who are not exempt from FLSA requirements on the 9/80 will continue to be 40 hours and a pay period will still consist of two work periods. However, the first work period will end and the second work period will begin in the middle of the fifth work day shift in the pay period. Depending upon the employee's schedule, four or five hours will belong to the first work period and the remaining four or five hours of that day will belong to the second work period. Work periods can break on different days of the week depending upon which days the employee works. The work period break in a pay period can be as early as the middle of the first Wednesday or as late as the middle of the second Monday of the pay period. The pay period will still coincide with the current payroll reporting period.

D. PAYROLL PERIOD REPORT DATES – ALL EMPLOYEES. Payroll will still be reported in accordance with our payroll calendar for all employees, including those on the 9/80 Plan.

E. WORK HOURS. For employees who normally work daytime hours Monday through Friday, the following work schedules are available to serve the needs of the City.

6:00 a.m. – 3:30 p.m. (30 minute lunch)
6:30 a.m. – 4:00 p.m. (30 minute lunch)
7:00 a.m. – 4:30 p.m. (30 minute lunch)
7:30 a.m. – 5:00 p.m. (30 minute lunch)
8:00 a.m. – 5:30 p.m. (30 minute lunch)

The day of the week the employee has off during one work period will be an eight-hour work day the next work period and vice versa. For example, if the employee is off the first Friday of a pay period, he/she will work eight hours on the second Friday of that pay period. All other days worked in that pay period will be nine-hour shifts.

The department head or his/her designee may adjust the designated start/stop schedules as seasonal and/or weather conditions indicate.

The following depicts the four different work schedule patterns within a pay period:

Days Worked Within Pay Period

Group	1	2	3	4	5	6	7	8	9	10
A	9 hrs	9 hrs	9 hrs	9 hrs	8 hrs	9 hrs	9 hrs	9 hrs	9 hrs	Off
B	9 hrs	9 hrs	9 hrs	9 hrs	Off	9 hrs	9 hrs	9 hrs	9 hrs	8 hrs
C	8 hrs	9 hrs	9 hrs	9 hrs	9 hrs	Off	9 hrs	9 hrs	9 hrs	9 hrs
D	Off	9 hrs	9 hrs	9 hrs	9 hrs	8 hrs	9 hrs	9 hrs	9 hrs	9 hrs

F. PAYROLL REPORTING.

1. If an employee uses sick time, vacation time, holiday time or compensation time earned during the pay period and this time had not been reported on the payroll report submitted Monday morning, the time taken must be submitted to the Finance Department in writing.

2. If an employee is in an Absence Without Pay (AWOP) Status at any time during the pay period, and this had not been indicated on the payroll report submitted on Monday morning, the supervisor or payroll clerk shall call Finance immediately to make a payroll correction.

3. All employees should make every effort to notify their supervisor on Thursday, if they will be using sick leave or AWOP time on Friday.

4. When an employee separates from employment, the employee will be paid for all hours worked.

5. When an employee changes to a different work schedule, it must coincide with the start of a pay period.

G. LEAVE TIME ACCRUALS. Benefit leave time accruals will remain the same as designated in this Memorandum of Understanding. Depending on the work day, benefit leave time off under the 9/80 Plan will be at the rate of either eight or nine hours.

H. HOLIDAYS.

1. If a holiday falls on the Friday the City is closed, the holiday will be observed on the preceding workday.

2. If a holiday falls on the employee's day off, an eight-hour day off must be taken within the same pay period as the holiday. An employee's alternate day off for the holiday must be approved by the department head.

3. If a holiday (including floating holidays) falls on the employee's nine-hour workday, an employee will be credited with nine hours. If a holiday falls on an employee's eight-hour workday, an employee will be credited with eight hours.

4. On pay periods containing holidays where employees' regularly scheduled hours need to be altered, for those employees who are subject to FLSA requirements, additional work schedule adjustments may be required for the day that breaks their two 40 hour work periods within the pay period to ensure the 40 hour work periods are maintained.

5. Holidays occurring on an employee's regular eight-hour work day are not affected by the above schedule.

I. PAID SICK TIME/VACATION.

1. Employees using paid sick leave on an eight-hour day will be charged eight hours.

2. Employees using paid sick leave on a nine-hour day will be charged nine hours.

3. If the scheduled hours are greater than the sick leave balance, the difference will be covered by:

   a. Use vacation or compensatory time.
   b. Absence without pay.

4. Vacation is charged in the same manner. Vacations occurring on eight-hour days will be charged eight hours, and those falling on nine-hour days will be charged nine hours.

J. WORKERS COMPENSATION. Employees will be paid for industrial accident leave hours in accordance with their current 9/80 work schedule. An employee will return on the same 9/80 work schedule.

K. MILITARY LEAVE, JURY AND PAID EXTENDED SICK LEAVE. Employees ordered to military duty, summoned to jury duty, or on paid extended sick leave will be paid according to their current work schedule. After the completion of the military leave, jury duty, or paid extended sick leave, the employee will return to his/her regular 9/80 work schedule.

An employee shall not receive overtime (pay or comp time) when such leave falls on his/her day off.

L. 9/80 PLAN REVIEW. A decrease in productivity will represent a negative impact to the alternative work plans. Productivity may be measured by various criteria, which may include, but are not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output
- Employee turnover
- Tardiness
- Employee morale

Moreover, other impacts include: service delivery to the public, citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

ARTICLE 42 – 4/10 PLAN ALTERNATE WORK SCHEDULE

Effective July 4, 2015, the City shall implement and evaluate a “4/10 Alternative Work Schedule” for a trial period through the end of the contract.

A. The intent is to determine the effectiveness and efficiency of the City Employees Association work force in providing service to the community while working an alternative work schedule that includes a 4/10 component.

B. During this evaluation period, there will be no additional costs (direct or indirect) to the City as a result of a modified work schedule, specifically related to overtime except for call-backs for service and emergency calls and time-off accruals such as sick leave, vacation, holidays, etc. All such accruals will remain unchanged.

C. At the conclusion of this evaluation period, a review will be conducted by the City to determine the effectiveness of this alternative work schedule. A decrease in productivity will represent a negative impact to this alternative work schedule.

Productivity may be measured by various criteria which may include but are not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output
- Employee accidents
- Employee turnover
- Tardiness
- Employee morale

Other impacts include service delivery to the public, including citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

D. PLAN DEFINED. Under this work schedule, employees work four consecutive, 10 hour days in a seven day workweek. The 4/10 schedule provides for a 40 hour workweek every seven days and three consecutive days off.

4/10 scheduling will be at the discretion of the department head.

E. WORK PERIOD. The work period for employees on the 4/10 who are exempt or non-exempt from FLSA requirements will remain the same Saturday through Friday. There are two 40 hour work periods per pay period. This schedule coincides with the current payroll reporting period.

F. PAYROLL PERIOD REPORT DATES – ALL EMPLOYEES. Payroll will still be reported in accordance with our payroll calendar for all employees, including those on the 4/10 Plan.

G. PAYROLL REPORTING.

1. If an employee uses sick time, vacation time, holiday time or compensation time earned during the pay period and this time had not been reported on the payroll report submitted Monday morning, the time taken must be submitted to the Finance Department in writing.

2. If an employee is in an Absence Without Pay (AWOP) Status at any time during the pay period, and this had not been indicated on the payroll report submitted on Monday morning, the supervisor or payroll clerk shall call Finance immediately to make a payroll correction.

H. WORK HOURS.

The department head or his/her designee may adjust the designated start/stop schedules as seasonal and/or weather conditions indicate.

I. Enrolling in or Dropping off the 4/10 Plan

1. Prior to enrollment in the 4/10 plan, each employee is required to read the 4/10 plan guidelines and sign a statement that he/she has read all the conditions of the plan. A copy will be placed into the employee's personnel file in the Human Resources office.

   To expedite future shift changes that affect many employees' work plans and/or changes many employees' day off, a memo listing each employee's new work schedule and days off should be signed by each employee affected and submitted to Finance (payroll) and to Human Resources where a copy of the memo will be filed in each affected person's employee file. These changes must coincide with the beginning of a new pay period.

2. When an employee separates from employment, the employee will be paid for all hours worked.

3. When an employee changes to a different work schedule, it must coincide with the start of a pay period.

J. LEAVE TIME ACCRUALS. Benefit leave time accruals will remain the same as designated in this Memorandum of Understanding.

K. HOLIDAYS

1. If a holiday falls on the Friday the City is closed, the holiday will be observed on the preceding workday.

2. If a holiday falls on the employee's day off, a 10-hour day off must be taken within the same pay period as the holiday. An employee's alternate day off for the holiday must be approved by the department head.

3. On pay periods containing holidays where employees' regularly scheduled hours need to be altered, for those employees who are subject to FLSA requirements, additional work schedule adjustments may be required for the day that breaks their two 40 hour work periods within the pay period to ensure the 40 hour work periods are maintained.

4. Holidays occurring on an employee's regular 10-hour workday are not affected by the above schedule.

5. When a floating holiday is taken, employees taking the holiday on a 10-hour day will be charged 10 hours.

L. PAID SICK TIME/VACATION

1. Employees using paid sick leave on a 10-hour day will be charged 10 hours.

2. If the scheduled hours are greater than the sick leave balance, the difference will be covered by:

   a. Use vacation or compensatory time.
   b. Other leaves
   c. Absence without pay.

3. Vacation is charged in the same manner. Vacations occurring on 10-hour days will be charged 10 hours.

M. WORKERS COMPENSATION. Employees will be paid for industrial accident leave hours in accordance with their current 4/10 work schedule. An employee will return on the same 4/10 work schedule.

N. MILITARY LEAVE, JURY AND PAID EXTENDED SICK LEAVE. Employees ordered to military duty, summoned to jury duty, or on paid extended sick leave will be paid according to their current work schedule. After the completion of the military leave, jury duty, or paid extended sick leave, the employee will return to his/her regular 4/10 work schedule.

An employee shall not receive overtime (pay or comp time) when such leave falls on his/her day off.

O. DEPARTMENT HEAD RESPONSIBILITY. Changes to an employee's 4/10 work schedule must be coordinated through the department head, Human Resources and Finance to ensure that changes to and from the 4/10 Plan coincide with the beginning of a pay period.

P. The decision to implement any alternative work schedule, including the 9/80 Plan and the 4/10 Plan, is at the sole discretion of the City. The alternative work schedule may be revoked at any time by the City as long as 30 days' notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer or meet and consult prior to revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

ARTICLE 43 – AGENCY SHOP

A. ASSOCIATION DUES.

1. The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership forms shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues

deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

2. The City shall rely on a certification from the Association Representatives requesting a deduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction is to be made. An Association that certifies that it has and will maintain individual employee authorizations shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

3. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made.

4. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In this situation, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues.

B. MAINTENANCE OF MEMBERSHIP.

1. Any employee in this unit who has authorized Association dues deductions on the effective date of this Memorandum of Understanding (MOU) or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Association dues in the 14-day period following the anniversary of her/his employment with the City by notifying the Association in writing of her/his termination of Association dues deduction.

2. Such notification shall be delivered in person or by U.S. Mail to an Association Representative and should be in the form of a letter containing the following information:

   - Employee Name
   - Employee Number
   - Job Classification
   - Department Name
   - Name of Association from which dues deductions are to be canceled

4. The Association will then provide the City's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

5. The City shall direct employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization, Association Bylaws, and this MOU.

C. INDEMNIFICATION. The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation including claims relating to the Association's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

ARTICLE 44 – SUBSTANCE ABUSE

A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

B. It is in the best interest of the City, the Association, employees, and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe work environment, poor morale, and increased potential liability to the City. "Under the influence" means the knowing use of any illegal substance, alcohol, or knowing misuse of a prescribed drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.

C. An employee, not on paid standby, who is called at home to return to work may decline to return if he/she feels physically unable to perform his/her job even if the employee perceives that the inability to perform is the result of having consumed alcoholic beverages. No reason need be given by the employee and the employee shall not be subjected to discipline for his/her refusal to return to work.

D. The City provides an Employee Assistance program for employees who have problems with drugs and/or alcohol. Every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

E. The City may, upon showing of reasonable suspicion that this policy is being violated, compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonable and prudent supervisor to suspect that an employee is "under the influence" in that the employee's ability to perform the functions of the job is impaired or the employee's ability to perform his/her job safely is reduced. Allegations of harassment pursuant to this paragraph shall be reported to the Human Resources Department. The Human Resources Department shall conduct an investigation into the alleged harassment and take appropriate corrective action as a result of its investigation. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

ARTICLE 45 – EMERGENCY MEDICAL ATTENTION

In case of emergency, an employee may seek immediate medical attention without having to wait for a supervisor to accompany him/her.

ARTICLE 46 – GRIEVANCE PROCEDURE

A. DEFINITION. A grievance shall be considered as any matter for which appeal is not provided for concerning a dispute about the interpretation or application of any ordinance, rule, or regulation governing personnel practices or working conditions.

B. PURPOSE.

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

2. To afford employees, individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through discussions.

3. To provide that grievances shall be settled as near as possible to the point of origin.

4. To provide that grievances shall be heard and settled as informally as possible.

C. PROCEDURE. Whenever an employee feels that the policy of the City is not being appropriately applied, to his/her circumstance, he or she can file a grievance to resolve the dispute. The limitation on filing a grievance must be within sixty (60) calendar days from the date the employee or the Association first became aware of, or should have become aware of, the issue(s) underlying the grievance. To file a grievance, he or she shall take the following action(s):

1. The dispute should be discussed fully with the employee's most immediate supervisor, who should make every effort to resolve the dispute in a fair and equitable manner and in accordance with established policy. After the employee and the supervisor have discussed the incident, the supervisor will give the employee a written response within two working days.

2. The process described above shall continue through the line of supervision, up to and including the department head, if the aggrieved party is not satisfied with the resolution at the initial or preceding step(s). However, the employee must notify the department head of the dispute in writing.

3. Should the dispute not be resolved by the department head to the satisfaction of both parties, the employee will notify the Director of Human Resources of the dispute in writing. The Director of Human Resources will interview both parties in the dispute and others affected and report those findings to the City Manager and recommend steps to be taken to resolve the problem within the Department. Within 10 working shifts, the parties will be provided with a written response from the City Manager. The decision of the City Manager shall be the final step in the Administrative process.

ARTICLE 47 – ADVISORY ARBITRATION

City Council Resolution 1883, Personnel Rules and Regulations, Rule XVI, Section 2 and Section 5 shall be amended and is incorporated herein and attached as Exhibit F.

ARTICLE 48 – PERFORMANCE EVALUATION

The parties agree that performance evaluations may not be appealed to advisory arbitration. The appeal process shall end at the City Manager level as provided in the grievance procedure contained herein.

ARTICLE 49 – MEDICAL EXAMINATION

Each employee is eligible for an ultrasound imaging screening (body scan) of internal organs and cardiovascular system by the City’s medical examiner each year, held typically during the health benefits open enrollment period. The individual employee’s results of the examination shall be disclosed only to the individual participant and neither the City nor the Association shall have any right to an individual’s examination results.

SIGNATURES

Adopted July 8, 2025

FOR THE
CITY OF BUENA PARK

Eddie Fenton
Assistant City Manager /
Director of Human Resources

Rebecca Valdez
Human Resources Manager

FOR THE BUENA PARK CITY
EMPLOYEES ASSOCIATION

Joe Rivera
President

John Wear
Vice President

Jose Ortega Garcia
Treasurer

Anthony Wells
Secretary

Zach Ells
Member

Carlos I. Rubio
Chief Negotiator Teamsters 986

EXHIBIT A – PAY SCHEDULE – EFFECTIVE JULY 5, 2025
BUENA PARK CITY EMPLOYEES ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Grade**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**
Driver/Scheduler	521	26.31	4,560	54,725	27.58	4,781	57,366	28.91	5,011	60,133	30.28	5,249	62,982	31.74	5,502	66,019	33.31	5,774	69,285	34.14	5,918	71,011
Facilities Maintenance Technician	526	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.16	5,921	71,053	35.81	6,207	74,485	37.54	6,507	78,083	38.48	6,670	80,038
Facilities Maintenance Worker	522	26.95	4,671	56,056	28.26	4,898	58,781	29.60	5,131	61,568	31.03	5,379	64,542	32.51	5,635	67,621	34.09	5,909	70,907	34.94	6,056	72,675
Fleet Mechanic	529	31.85	5,521	66,248	33.37	5,784	69,410	34.99	6,065	72,779	36.68	6,358	76,294	38.44	6,663	79,955	40.32	6,989	83,866	41.33	7,164	85,966
Lead Facilities Maintenance Technician	531	33.02	5,724	68,682	34.66	6,008	72,093	36.39	6,308	75,691	38.21	6,623	79,477	40.11	6,952	83,429	42.13	7,303	87,630	43.18	7,485	89,814
Lead Fleet Mechanic	533	35.00	6,067	72,800	36.73	6,367	76,398	38.48	6,670	80,038	40.34	6,992	83,907	42.28	7,329	87,942	44.35	7,687	92,248	45.46	7,880	94,557
Lead Maintenance Worker	531	33.02	5,724	68,682	34.66	6,008	72,093	36.39	6,308	75,691	38.21	6,623	79,477	40.11	6,952	83,429	42.13	7,303	87,630	43.18	7,485	89,814
Lead Sewer Services Technician	534	34.63	6,003	72,030	36.97	6,408	76,898	39.27	6,807	81,682	41.54	7,200	86,403	43.89	7,608	91,291	46.17	8,003	96,034	47.32	8,202	98,426
Lead Signs & Markings Technician	531	33.02	5,724	68,682	34.66	6,008	72,093	36.39	6,308	75,691	38.21	6,623	79,477	40.11	6,952	83,429	42.13	7,303	87,630	43.18	7,485	89,814
Lead Water Services Technician	534	34.63	6,003	72,030	36.97	6,408	76,898	39.27	6,807	81,682	41.54	7,200	86,403	43.89	7,608	91,291	46.17	8,003	96,034	47.32	8,202	98,426
Maintenance Helper	508	19.43	3,368	40,414	20.35	3,527	42,328	21.29	3,690	44,283	22.29	3,864	46,363	23.37	4,051	48,610	24.47	4,242	50,898	25.08	4,347	52,166
Maintenance Worker	522	26.95	4,671	56,056	28.26	4,898	58,781	29.60	5,131	61,568	31.03	5,379	64,542	32.51	5,635	67,621	34.09	5,909	70,907	34.94	6,056	72,675
Sewer Services Technician	522	26.95	4,671	56,056	28.26	4,898	58,781	29.60	5,131	61,568	31.03	5,379	64,542	32.51	5,635	67,621	34.09	5,909	70,907	34.94	6,056	72,675
Sr. Maintenance Worker	526	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.16	5,921	71,053	35.81	6,207	74,485	37.54	6,507	78,083	38.48	6,670	80,038
Sr. Sewer Services Technician	526	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.16	5,921	71,053	35.81	6,207	74,485	37.54	6,507	78,083	38.48	6,670	80,038
Sr. Traffic Painter	526	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.16	5,921	71,053	35.81	6,207	74,485	37.54	6,507	78,083	38.48	6,670	80,038
Sr. Water Services Technician	526	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.16	5,921	71,053	35.81	6,207	74,485	37.54	6,507	78,083	38.48	6,670	80,038
Water Services Technician	522	26.95	4,671	56,056	28.26	4,898	58,781	29.60	5,131	61,568	31.03	5,379	64,542	32.51	5,635	67,621	34.09	5,909	70,907	34.94	6,056	72,675

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – PAY SCHEDULE – EFFECTIVE JULY 4, 2026
BUENA PARK CITY EMPLOYEES ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Grade**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**
Driver/Scheduler	521	27.63	4,789	57,470	28.96	5,020	60,237	30.36	5,262	63,149	31.79	5,510	66,123	33.33	5,777	69,326	34.98	6,063	72,758	35.85	6,214	74,568
Facilities Maintenance Technician	526	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.87	6,218	74,610	37.60	6,517	78,208	39.42	6,833	81,994	40.4	7,003	84,032
Facilities Maintenance Worker	522	28.30	4,905	58,864	29.67	5,143	61,714	31.08	5,387	64,646	32.58	5,647	67,766	34.14	5,918	71,011	35.79	6,204	74,443	36.69	6,360	76,315
Fleet Mechanic	529	33.44	5,796	69,555	35.04	6,074	72,883	36.74	6,368	76,419	38.51	6,675	80,101	40.36	6,996	83,949	42.34	7,339	88,067	43.4	7,523	90,272
Lead Facilities Maintenance Technician	531	34.67	6,010	72,114	36.39	6,308	75,691	38.21	6,623	79,477	40.12	6,954	83,450	42.12	7,301	87,610	44.24	7,668	92,019	45.34	7,859	94,307
Lead Fleet Mechanic	533	36.75	6,370	76,440	38.57	6,686	80,226	40.40	7,003	84,032	42.36	7,342	88,109	44.39	7,694	92,331	46.57	8,072	96,866	47.73	8,273	99,278
Lead Maintenance Worker	531	34.67	6,010	72,114	36.39	6,308	75,691	38.21	6,623	79,477	40.12	6,954	83,450	42.12	7,301	87,610	44.24	7,668	92,019	45.34	7,859	94,307
Lead Sewer Services Technician	534	36.36	6,302	75,629	38.82	6,729	80,746	41.23	7,147	85,758	43.62	7,561	90,730	46.08	7,987	95,846	48.48	8,403	100,838	49.69	8,613	103,355
Lead Signs & Markings Technician	531	34.67	6,010	72,114	36.39	6,308	75,691	38.21	6,623	79,477	40.12	6,954	83,450	42.12	7,301	87,610	44.24	7,668	92,019	45.34	7,859	94,307
Lead Water Services Technician	534	36.36	6,302	75,629	38.82	6,729	80,746	41.23	7,147	85,758	43.62	7,561	90,730	46.08	7,987	95,846	48.48	8,403	100,838	49.69	8,613	103,355
Maintenance Helper	508	20.40	3,536	42,432	21.37	3,704	44,450	22.35	3,874	46,488	23.40	4,056	48,672	24.54	4,254	51,043	25.69	4,453	53,435	26.33	4,564	54,766
Maintenance Worker	522	28.30	4,905	58,864	29.67	5,143	61,714	31.08	5,387	64,646	32.58	5,647	67,766	34.14	5,918	71,011	35.79	6,204	74,443	36.69	6,360	76,315
Sewer Services Technician	522	28.30	4,905	58,864	29.67	5,143	61,714	31.08	5,387	64,646	32.58	5,647	67,766	34.14	5,918	71,011	35.79	6,204	74,443	36.69	6,360	76,315
Sr. Maintenance Worker	526	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.87	6,218	74,610	37.60	6,517	78,208	39.42	6,833	81,994	40.4	7,003	84,032
Sr. Sewer Services Technician	526	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.87	6,218	74,610	37.60	6,517	78,208	39.42	6,833	81,994	40.4	7,003	84,032
Sr. Traffic Painter	526	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.87	6,218	74,610	37.60	6,517	78,208	39.42	6,833	81,994	40.4	7,003	84,032
Sr. Water Services Technician	526	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.87	6,218	74,610	37.60	6,517	78,208	39.42	6,833	81,994	40.4	7,003	84,032
Water Services Technician	522	28.30	4,905	58,864	29.67	5,143	61,714	31.08	5,387	64,646	32.58	5,647	67,766	34.14	5,918	71,011	35.79	6,204	74,443	36.69	6,360	76,315

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT B – COMPENSATION PLAN

A. PURPOSE. The purpose of this Plan is to establish a Merit system of compensation for all general employees represented by BPCEA in all classes of work, based upon performance and productivity, with due consideration for all qualities of service and contribution to the City.

B. SALARY RANGES AND SALARY RATES. The establishment of salary ranges and salary rates and the allocation of classes thereto shall be by Resolution of the City Council. The type of appointment shall determine whether an employee's salary rate shall be on a biweekly or hourly basis.

1. Full-Time, Probationary, Provisional, Temporary and Acting Appointments. An employee having a provisional, temporary, probationary, or acting appointment that is on a full-time basis, shall be compensated at a biweekly rate.

2. Other Appointments. An employee having any other type of appointment shall be compensated at an hourly rate.

C. RESPONSIBILITIES OF CITY MANAGER. Employees shall be paid at biweekly or hourly rates as determined by the City Manager, subject to the provisions of this Resolution.

At least annually the City Manager shall review the existing Compensation Plan and recommend to the City Council a salary range and salary rates for each class for which the City Manager is appointing authority. In determining salary range and salary rates, consideration shall be given to both base pay, fringe benefits, and working conditions.

D. COMPENSATION PROCEDURES.

1. Entry Level Salary Rates.

a. In General. Except as otherwise provided herein, all new employees shall be appointed at Step 1 of the salary range in effect for the class in which the appointment is made.

b. Exceptions. The City Manager may authorize such new appointments at a salary rate up to Step 7, when it is determined that equity among employees and the interests of the City will best be served.

c. Temporary Appointees. Persons employed or re-employed for part-time, temporary, or seasonal service may, upon written recommendation of the Department Head and approval of the City Manager, be compensated at any rate established for the class.

d. Acting Appointments. Acting appointments may carry additional compensation if recommended by the Department Head and approved by the City Manager, or when the City Manager determines that equity among employees and the interests of the City will best be served.

2. Step Increases Within The Range. All salary increases within the range shall be made in five percent increments whenever possible.

   a. Step 1 is the minimum rate and is normally the hiring rate for the class.

   b. Employees are eligible to progress through the second and third steps, any time after completion of six months of service at the preceding step. These salary increases are awarded in recognition of good performance and as an incentive for continued work improvement. These increases shall be made only if recommended by the Department Head and approved by the City Manager.

   c. Employees are eligible for additional salary increases to the fourth, fifth, sixth or seventh steps, any time after completion of one year of service at the preceding step on their salary anniversary date. These increases shall be made only if recommended by the Department Head and approved by the City Manager and are awarded in recognition of good performance and as an incentive for continued work improvement.

E. COMPENSATION UPON PROMOTION.

1. Every promotion from one class to a higher class shall carry a minimum salary increase of five percent. In the event a promotion is made within six months of the employee's salary anniversary date, the placement on the new range shall be to the step of the new range which shall be 7-1/2 percent, or 10 percent over the current rate.

2. The probation and salary procedures for the position shall follow those prescribed in the various applicable paragraphs of Section D.

3. If the promotion is to a position (class) assigned to a Salary Schedule other than the General Employees (CEA) Salary Schedule, the probation and salary procedures shall follow those prescribed in the various applicable paragraphs of the Resolution for the appropriate Salary Schedule.

F. COMPENSATION ON DEMOTION.

1. Involuntary Demotion. An employee who is involuntarily demoted shall be reduced in salary to the nearest lowest salary rate of the class of position to which demoted. The employee shall not be required to serve a probation period in the lower position unless specifically determined by the City Manager.

2. Voluntary Demotion. An employee who is demoted at his/her own request shall retain current salary rate if such rate is within the salary range of the lower classification. If salary rate prior to the demotion was higher than the maximum salary of the lower position, the employee shall receive the latter. The employee shall not be required to serve a probation period in the lower position unless specifically determined by the City Manager.

G. FAILURE TO COMPLETE PROBATION PERIOD. The compensation of an employee who is rejected during a probation period in a classification and who is assigned to a classification having a lower salary range shall be as follows:

1. If the employee had previously completed a probation period in a lower classification, the employee shall not be required to serve another one; the employee's last salary rate in the lower position shall be the new salary rate upon reassignment to that position, and eligibility shall be earned to receive subsequent merit salary advancements in accordance with appropriate paragraphs in Section D.

2. If the employee had not previously completed a probation period in a lower classification, the effective date of reassignment to that class shall be the new probationary anniversary date, and the employee shall be required to serve a probation period.

H. COMPENSATION ON POSITION RECLASSIFICATION. The salary of an employee in a position that is reclassified shall be determined as follows:

1. Class with Same Salary Range. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary review date of the employee shall not be changed. This provision shall also apply to a change of class title provided there is no change in the basic duties of the position.

2. Class with Higher Salary Range. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, the salary of the employee shall be governed by the Section on Compensation Upon Promotion.

3. Class with Lower Salary Range. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change, and the employee shall not be required to serve a new probation period.

I. COMPENSATION ON TRANSFER. The salary rate and salary review date of an employee who is transferred in class shall not change.

J. COMPENSATION FOR PORTION OF PAY PERIOD. A regular or probationary appointee serving on a full-time basis who works less than a full biweekly pay period

except when on authorized leave of absence with pay, shall receive as compensation for such period an amount equal to the number of hours worked times the employee's hourly rate. The number of hours worked in such pay period shall include paid holidays.

K. CHANGES IN CLASS SALARY RANGE. If a class is allocated to a different salary range, an employee in a position in that class shall be compensated at the same lettered step in the new range as the employee was receiving in the previous range, and the employee's salary review date shall not change.

L. COMPENSATION FOR ACTING APPOINTMENTS. Subject to the following conditions, an employee who is required on the basis of an acting appointment to serve in a class with a higher salary range than that of the class in which the employee is normally assigned shall receive the entry level salary rate of the higher salary range or the rate five percent higher than the rate the employee normally receives, whichever is greater, for all such hours assigned.

1. The employee must perform all the duties and assume all the responsibilities of the higher class.

2. Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent lasting longer than 30 days or the temporary filling of newly budgeted positions, where the needs of the City require that the position be filled.

3. Acting appointments shall not receive merit increases and shall not be permitted for a period in excess of six continuous months, except in the manner provided in Section 2.20.080 of the Buena Park City Code.

4. The City Manager must approve all such appointments upon findings meeting the criteria set forth in this paragraph.

M. CHANGES IN SALARY ANNIVERSARY DATE. The granting of any leave of absence without pay exceeding 30 calendar days shall result in a new salary anniversary date plus the number of calendar days of the employee's leave in excess of 30 calendar days.

N. PROBATIONARY APPOINTMENT FOLLOWING PROVISIONAL APPOINTMENT. Notwithstanding the other provisions of this Resolution, a provisional appointee in a class who, without a break in service, receives a probationary appointment to a position in the same class shall be eligible for consideration for a salary advance after six months of satisfactory service, including provisional service, as evidenced in writing by the Department Head and approved by the City Manager, and shall accrue leave benefits from the date of the provisional appointment.

The employee's probation period shall commence with the date of provisional appointment. Satisfactory completion of such probation period shall be on written recommendation of the Department Head and approval of the City Manager.

The salary advance provision of this section shall not apply when a provisional appointee in a class receives, without a break in continuous City service, a probationary appointment to a position in a different class having a higher salary range. The salary review date of such appointee shall be the date of the probationary appointment

O. CONSIDERATION OF EMPLOYEE REQUESTS. Any employee shall have the right to consideration by the City Manager of any request with respect to a claimed inequity resulting from the strict application of any of the sections contained herein. The employee shall submit to the Department Head a written statement of the claimed inequity and the employee's request. The Department Head shall promptly forward the statement, the employee's request, and a written recommendation to the City Manager.

P. CONTINUITY OF SERVICE REQUIREMENTS. Continuous service, as required for advancement within salary ranges and for other purposes specified in this Resolution, is defined as City Employment on a probationary, regular, or acting appointment basis without break or interruption.

Q. AVOIDANCE OF INEQUITIES. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any of the provisions of this Resolution.

R. ADMINISTRATIVE REGULATIONS. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution. Prior to issuance, such regulations shall be referred to the City Attorney as to their conformance with this Resolution, and to the appropriate bargaining unit representative(s), if such regulations would modify the wages, hours or terms and conditions of employment. At least annually such regulations shall be considered for possible incorporation in a revision of this Resolution.

EXHIBIT C – HIRING OF EMPLOYEE RELATIVES

The hiring of relatives of City employees is based upon the following criteria:

A “relative” is defined as a spouse, child, step-child parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, aunt, uncle, niece, nephew, grandchild, grandparent, regardless of their place of residence, or any other individual related by blood or marriage living within the same household as the City employee.

An “employee” is defined as any person who receives a City payroll check for services, full or part-time rendered to the City of Buena Park.

The employment of relatives of City employees within the City of Buena Park is limited to the following situations: Any relative of a Council Member, the City Manager, or employees of the Human Resources Department shall not be considered for employment within the City of Buena Park in any capacity, either full-time or part-time.

Any relative of a City-appointed commissioner, board or committee member, or department manager, may not be considered for employment within the department or area of responsibility of such City-appointed commissioner, board or committee member or department manager. The employment of relatives of all other City employees is prohibited within the department of the existing employee when such related employee may: perform joint duties; share responsibility or authority; report to the same immediate supervisor; or be supervised by or would supervise a relative.

Relatives of City employees, except for relatives of Council Members, the City Manager, Human Resources staff, City-appointed commissioners, board or department managers may be hired for seasonal assignments. However, such employment shall not exceed twenty percent (20%) of the compliment of seasonal employees in that classification and shall be selected only by an open recruitment process.

City employees who are related as described above, shall not be affected in their current job status except when the City Manager determines that the circumstances of such employment raises an undue hardship upon the other employees within the particular work unit and that such employment is detrimental to the supervision, safety, security or morale of the particular work unit.

If two existing City employees become married and their employment conflicts with the policy stated above, they may continue employment provided that such employment does not directly or indirectly place an undue hardship upon other employees within the particular work unit of the married couple and such employment is not detrimental to the supervision, safety, security or morale of the particular work unit. The City manager shall determine whether or not such detriment or undue hardship exists.

The City Manager is authorized to issue written guidelines to implement and enforce this policy. All determinations made by the City Manager shall be final and conclusive and not subject to Section 2-136 of the Administrative Section of the City Code. In all situations where the City Manager determines a conflict to exist between existing or future related employees, the City Manager shall attempt to resolve such conflict in the following manner:

Attempt to redefine the job responsibilities of the related employees within the department to minimize the conflict.

If such redefinition of job status is not feasible, attempt to transfer one of the employees to a similar position (without guarantee of identical salary) that would not be in violation of this policy.

If transfer is not feasible or acceptable, request the voluntary resignation of one of the employees.

If one of the employees does not voluntarily resign, the employee with the least employment experience in the City of Buena Park may be discharged by the City Manager.

EXHIBIT D – HARASSMENT IN EMPLOYMENT POLICY

I. PURPOSE OF POLICY

A. To define and issue to all employees the City's policy on the prohibition and prevention of harassment, discrimination, retaliation and bullying in the workplace.

B. To fully inform all employees of their right to have a safe work environment and be free of unlawful harassment, discrimination, retaliation, and bullying in the workplace.

C. To fully inform all employees that the City of Buena Park does not and will not tolerate any conduct that is believed to violate this Policy in the workplace.

D. To inform all employees of their rights if they believe that they are or have been the victim of harassment, discrimination, retaliation, and bullying.

E. To provide a means for the prompt reporting and full and effective investigation of harassment, discrimination, retaliation, and bullying complaints and to provide for effective remedial action against the harasser and for the victim.

II. STATEMENT OF POLICY

It is the policy of the City that it will not tolerate verbal or physical conduct by any employee which harasses, discriminates, retaliates, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment. In addition to prohibiting all forms of harassment, discrimination and retaliation, the City also prohibits any form of "intimidation or bullying" in the workplace or elsewhere, such as at offsite events.

Harassment or discrimination against an applicant, unpaid intern, volunteer, or employee by a supervisor, management employee, elected or appointed official, co-worker, member of the public, or contractor on the basis of race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, or any other protected classification as defined below is prohibited and will not be tolerated.

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Harassment violates Title VII of the Civil Rights Act of 1974, the California Government Code, and regulatory guidelines of the Equal Employment Opportunity Commission and the California Fair Employment and Housing Commission.

All employees will be expected to comply with this Policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this Policy against harassment, discrimination, retaliation, and bullying in the workplace. Based on the seriousness of the offense, disciplinary action will be taken up to and including termination.

When a violation of this Policy is reported, an investigation shall be conducted to determine if there was knowledge, or should have been knowledge, on the part of any supervisor, and whether any supervisor had failed to take immediate and appropriate corrective action.

Negligent supervision, tacit approval by "turning a blind eye", treating the situation as a joke, failure to take action, or concealing a situation will subject the supervisor involved to disciplinary action.

Disciplinary action or other appropriate sanction up to and including termination will be instituted for prohibited behavior as defined below.

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction or disciplinary action up to and including termination.

III. DEFINITION OF HARASSMENT

A. Protected Classifications: This policy prohibits harassment or discrimination because of an individual's protected classification. "Protected Classification" includes race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), and military or veteran status.

B. Policy Coverage: This Policy prohibits the employer, elected or appointed officials, officers, employees, or contractors from harassing or discriminating against applicants, officers, officials, employees, unpaid interns, volunteers, or contractors because of: 1) an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

C. Discrimination: This policy prohibits treating individuals differently because of the individual's protected classification as defined in this Policy.

D. Harassment may include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Note that harassment is not limited to conduct that city employees take. Under certain circumstances,

harassment can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public:

1. Verbal Harassment – For example, epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

2. Physical Harassment – For example, assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, proposition, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

3. Visual Forms of Harassment – For example, derogatory posters, notices, bulletins, cartoons, emails, pictures or drawings related to a protected classification.

4. Sexual Harassment – Unwelcome sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or creates an intimidating, hostile or offensive work environment.

E. Guidelines for Identifying Harassment: To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.

4. Even visual, verbal, or physical conduct between two individuals who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

F. Retaliation: Any adverse conduct taken because an applicant, employee or contractor has reported harassment, discrimination, or bullying or has participated in the complaint and investigation process described herein, is prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment, discrimination, or bullying, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment, discrimination, or bullying, or real or implied threats of intimidation to prevent an individual from reporting harassment, discrimination, or bullying. The following individuals are protected from retaliation: those who make good faith reports of harassment, discrimination, or bullying, those who associate with an individual who is involved in reporting harassment, discrimination, or bullying, and those who participate in the complaint or investigation process.

IV. DEFINITION OF BULLYING

A. All employees, consultants, independent contractors, and visitors have the right to be treated with respect. Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment.

B. Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or any use of violence; graffiti; name calling, sarcasm, spreading rumors, and teasing. Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chat room misuse, mobile threats by text messaging, or calls or misuse of cameras and video equipment. Under certain circumstances, bullying can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public.

V. DEFINITION OF EMPLOYEE

For the purposes of this policy, an employee shall be defined as any individual, regardless of classification, employed by the City of Buena Park, or job applicants, unpaid interns, volunteers, or contractors working under the supervision of the City, vendors and contract employees.

VI. COMPLAINT PROCEDURE

A. Any employee, job applicant, unpaid intern, volunteer, or contractor who believes he or she has been the subject of harassment or any form of bullying should report the alleged act immediately verbally or in writing with any of the following. There is no need to follow the chain of command:

1. Immediate supervisor;
2. Any supervisor or manager within or outside of the department;
3. Department Head; or
4. Director of Human Resources.

B. The limitation on reporting alleged acts of harassment, discrimination, retaliation, and bullying must be within twelve months of the incident or incidents.

C. If a complaint involves a supervisor or manager, the complaint shall be filed directly with the department head or Director of Human Resources.

D. Any supervisor or department head who receives a harassment, discrimination, retaliation, or bullying complaint is to immediately notify the Director of Human Resources.

E. Upon notification of a harassment, discrimination, retaliation or bullying complaint, the Director of Human Resources will:

1. Inform the complainant of his or her right to initiate the complaint.

2. Authorize the investigation of the complaint and supervise a fair and thorough investigation of the complaint by impartial and qualified personnel and/or investigate the complaint.

3. Investigation of a complaint will include interviewing the complainant, accused harasser and any named or apparent witness. Employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

4. All complaints will be handled in a timely and confidential manner. In no event will information be released to anyone who is not involved with the investigation; nor will anyone involved be permitted to discuss the subject outside the investigation.

5. Review factual information gathered through the investigation to reach a reasonable conclusion to determine whether the alleged conduct constitutes harassment, discrimination, retaliation, or bullying giving consideration to all factual information, the totality of the circumstances, including the nature of

the verbal, physical, visual or sexual favor aspect of the advance, and the context in which the alleged incidents occurred.

6. Timely report a summary of the results of the investigation and the determination as to whether harassment, discrimination, retaliation or bullying occurred to the appropriate person including complainant, alleged harasser, supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.

7. If conduct in violation of this Policy occurred, take and/or recommend to the department head prompt and effective remedial action against the harasser. The remedial action will be commensurate with the severity of the offense. Notify the victim that necessary steps of corrective action have been taken to resolve the problem.

8. Reasonable steps will be taken to protect the victim and other potential victims from further harassment, discrimination, retaliation, or bullying.

9. Reasonable steps will be taken to protect the victim from any retaliation as a result of communicating the complaint.

F. The city takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination, retaliation or bullying may be occurring, regardless of whether the recipient or third party reports a potential violation.

G. Option to report to outside administrative agencies: An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal and a complaint process. The nearest offices and telephone numbers are listed on the posters that are located on City bulletin boards at the following locations:

- Human Resources Office
- Community Center
- Police Department
- City Yard
- Ehlers Event Center
- California Welcome Center

VII. CONFIDENTIALITY

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. However, complete confidentiality cannot occur due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is

interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

VIII. RESPONSIBILITIES

Elected Officials, Appointed Officials, Managers, and Supervisors are responsible for:

1. Modeling appropriate and respectful behavior.
2. Informing employees, volunteers, and contractors of this Policy.
3. Taking all steps necessary to prevent harassment, discrimination, retaliation or bullying from occurring.
4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
5. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language and behavior.
6. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
7. Informing those who complain of harassment, discrimination, retaliation or bullying of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
8. Assisting, advising, or consulting with employees and the Director of Human Resources regarding this Policy and Complaint Procedure.
9. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with the City's Personnel Rules and Regulations, up to and including termination.
10. Implementing appropriate disciplinary and remedial actions.
11. Reporting potential violations of this Policy of which he or she becomes aware, regardless of whether a complaint has been submitted, to the Director of Human Resources or the department head.
12. Participating in periodic training and scheduling employees for training.

Each employee or contractor is responsible for:

1. Modeling appropriate and respectful behavior.
2. Treating all employees, volunteers, and contractors with respect and consideration.
3. Participating in periodic training.
4. Fully cooperating with the City's investigations by responding fully and truthfully to all questions posed during the investigation.
5. Maintaining the confidentiality of any investigation that the City conducts by not disclosing the substance of any investigatory interview, except as directed by the department head or Director of Human Resources.
6. Reporting any act he or she believes in good faith constitutes, harassment, discrimination, retaliation or bullying as defined in this Policy, to his or her immediate supervisor, or department head, or Director of Human Resources.

IX. MANDATORY TRAINING

As part of its commitment to ensuring a work environment free from bullying, harassment, and discrimination, the City requires that all of its supervisors and elected officials receive training on this Policy at least once every two years. Human Resources will schedule multiple training sessions in the Spring biennially to ensure that employees and elected officials are able to attend the mandatory training. Attendance at the training will be documented.

X. DISSEMINATION OF POLICY

All Elected Officials and City employees, supervisors and managers shall receive a copy of this Policy. All management personnel will be informed of their responsibilities in enforcing this policy. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this Policy.

This Policy shall be posted in appropriate places.

EXHIBIT E – ADVISORY ARBITRATION

With respect to the bargaining members in this unit, City Council Resolution 1883, Personnel Rules and Regulations, Rule XVI, Section 2 and Section 5 shall be amended as follows:

Section 2: Disciplinary Procedures

(h) Appeal to City Manager: The employee, upon receipt of notice of the imposition of disciplinary action against him, shall have the right to appeal the Department Head's decision in writing to the City Manager, except that an oral or written reprimand may not be so appealed. Said appeal shall be delivered to the City Manager within ten (10) business days of the employee's receipt of notice of the imposition of discipline. Otherwise, the Department Head's action shall be final and binding.

(i) Should the employee desire to appeal the Department Head's decision directly to advisory arbitration rather than having the matter reviewed by the City manager, he may do so by filing with the Human Resources Director within ten (10) business days of his receipt of the notice of imposition of discipline by the Department Head, a written appeal to the City Council. Said written appeal shall be in form and content as required by these rules and, in addition, shall state that the employee knowingly and intentionally waives his opportunity to have the action of the Department Head first reviewed by the City manager. In such a situation, the provisions of subparagraphs (h) and (i) of this Section 2 shall be deemed inapplicable to the subject proceeding.

…

(j) Advisory Arbitration: The employee, upon receipt of notice of the affirmation of disciplinary action against him by the City Manager, whether by way of total affirmation or modification of the Department Head's action, shall have the right to appeal the City Manager's decision in an advisory arbitration; except that an oral or written reprimand as provided by these Rules may not be so appealed. Said appeal shall be delivered to the Human Resources Director within ten (10) business days of the employee's receipt of notice of the City Manager's action. Otherwise, the City Manager's action shall be final and binding. The advisory arbitration shall be conducted in accordance with the provisions of Section 5 of this Rule XVI.

Section 5: Advisory Arbitration

(a) Any regular employee shall have the right to appeal a decision by the City Manager involving dismissal, demotion, reduction in pay or suspension, or of a Department Head, if City Manager review is waived by the employee, provided, however that only one (1) advisory arbitration hearing shall be allowed as to any one (1) disciplinary action.

(b) The employee's appeal shall be heard in an advisory arbitration by an impartial hearing officer selected from a list of advisory arbitrators from the California State Mediation and Conciliation Service (SMCS). The City will pay SMCS's fee for providing the list.

(c) The employee may be represented by his/her Association/Union representative, any other regular employee of the City, or his/her attorney.

(d) The hearing officer shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party.

(e) If both parties request that the hearing be recorded by a certified shorthand reporter, then the expenses for such recording services shall be borne equally by the City and the employee. If only one party requests that the hearing be recorded by a certified shorthand reporter, then that party alone will bear the expenses. Each party shall be responsible for any specialized or extraordinary services they might individually request.

(f) The expenses for the hearing officer shall be borne equally by the City and the Association, and each party shall be responsible for expenses they incur. The maximum expense for the hearing officer borne by the Association is $2,000.

(g) At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.

(h) Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which party called him/her to testify, and to rebut the evidence against him/her.

(i) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(j) After the close of the hearing, the hearing officer shall prepare a written advisory award and findings of fact and conclusions of law based on the evidence presented at the hearing, and shall present his/her findings to the City Council and the employee within thirty (30) calendar days, or a longer period of time as stipulated by the parties. In rendering an award, the hearing officer shall be limited to the express terms of this document and shall not have the power to modify, amend, or delete any terms or provisions of this document. Failure of either party to insist upon compliance with any provision of this document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

(k) The City Council shall review the hearing officer's recommendation, but shall not be bound thereby. The City Council shall adopt, amend, modify or reject the recommended findings, conclusions and/or opinion of the hearing officer. Prior to making a decision which adopts the hearing officer's recommendation, the City Council may order and read the transcript, at the Council's discretion. Prior to making a decision which modifies or rejects the hearing officer's recommendation, the City Council shall order and read the transcript of the Board hearing.

(l) The City Council shall not conduct a de novo hearing. The City Council may, at its sole option, allow limited oral arguments from either party before making a decision.

(m) The decision of the City Council shall be final and binding, subject only to review by the courts under California Code of Civil Procedure section 1094.5.

(n) The City staff shall notify the appellant in writing, within five working days of the City Council's decision. Such notice shall indicate the effective date of the action to be taken.

July 8, 2025
NEW BUSINESS
Item No. 5D.

City Council Agenda Report

RESOLUTION AMENDING AND RESTATING AN ADOPTED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION (TOPS) IMPLEMENTING A PARITY CLAUSE PROVISION

PREPARED BY	PRESENTED BY
Rebecca Valdez, Human Resources Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution amending and restating a successor Memorandum of Understanding (MOU) between the City of Buena Park and the Buena Park Technical, Office and Professionals Association (TOPs) implementing the recently adopted parity clause provision of the agreement; and 2) Approve a budget amendment in the amount of $120,000 from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

BACKGROUND

The City of Buena Park has a collective bargaining agreement with the Technical, Office, and Professionals Association (TOPs), effective July 5, 2025, through July 2, 2027. This agreement includes a parity clause, which states that if during the effective period of this agreement, the City Employees' Association receives a salary adjustment increase in a greater amount than the terms included in this agreement, the employees in this unit shall receive the same salary adjustment increase at the same time.

Recently, the City reached an agreement with the City Employees' Association, effective July 5, 2025, through July 2, 2027. This agreement included a market adjustment increase, which triggered the parity clause in the TOPs MOU.

DISCUSSION

As provided by the parity clause, the City and the TOPs representatives met to discuss the necessary adjustments. The attached MOU details the agreement, which is summarized below:

1. BASE PAY SCHEDULE

In an effort to address the recruitment and retention of hard-to-fill classifications:

All classifications in Exhibit A – Salary Schedule shall add a new Step 7 that is 2.5% above the current Step 6 within the pay schedule effective July 5, 2025.

The amended and restated MOU reflects the understanding between the City and TOPs Association. The MOU represents a good faith implementation of the agreed-upon provisions of the parity clause.

This document is presented to the City Council for review and approval as the final step in the labor negotiation process. It reflects the same language as presented to the City Council in properly-noticed closed sessions on labor negotiations, as allowed under the Brown Act.

BUDGET IMPACT

The total budget impact for the implementation of the parity clause over the next two fiscal years is estimated at $120,000. A budget amendment in the amount of $120,000 is required to fund the contract. These changes comply with the authorization provided by the City Council.

Attachments

Reso Amended and Restated MOU for TOPs 2025.07.08 Att1of3 Reso.pdf
TOPs MOU 2025.07.08 Final.pdf

RESOLUTION NO. _____

A RESOLUTION TO AMEND AND RESTATE AN ADOPTED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION(TOPs) IMPLEMENTING A PARITY CLAUSE PROVISION

WHEREAS, the negotiations between the representatives of the City of Buena Park (City) and the Technical, Office, and Professionals Association (TOPs) have resulted in a Memorandum of Understanding (MOU) effective July 5, 2025; and

WHEREAS, this collective bargaining agreement contains a parity clause that provides for the salary adjustment for employees represented by TOPs if the City Employees' Association receive more favorable terms; and

WHEREAS, the City has recently finalized a Memorandum of Understanding (MOU) with the City Employees' Association, which includes a market adjustment adding a new Step 7 that is 2.5% above the current Step 6 within the pay schedule effective July 5, 2025; and

WHEREAS, this market adjustment triggers the parity clause in the collective bargaining agreement between the City and TOPs; and

WHEREAS, the proposed amended and restated MOU has been presented to the City Council for review and approval;

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine and order as follows:

Section 1: The Memorandum of Understanding between the City and the Buena Park Technical, Office, and Professionals Association dated June 25, 2024, is hereby repealed.

Section 2: Resolution No. 14991 is superseded. All conflicting Resolutions of the City are repealed.

Section 3: The Memorandum of Understanding between the City and the Buena Park Technical, Office, and Professionals Association effective July 5, 2025, and attached hereto is approved.

PASSED AND ADOPTED this 8th day of July 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 8th day of July 2025.

_____
City Clerk

JULY 5, 2025 – JULY 2, 2027

BUENA PARK TECHNICAL, OFFICE & PROFESSIONALS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

No. 25-27

ADOPTED JUNE 10, 2025 RESOLUTION NO. 14991
REVISED JULY 8, 2025 RESOLUTION NO. _____

MEMORANDUM OF UNDERSTANDING
BUENA PARK TECHNICAL, OFFICE AND
PROFESSIONALS ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF BUENA PARK
and
BUENA PARK TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION
(TOPs)

EMPLOYER – EMPLOYEE RELATIONS

PREAMBLE

Pursuant to Government Code, Section 3500, *et seq.* representatives of the City of Buena Park Technical, Office and Professionals Association (hereinafter referred to as the Association) have met and conferred under the provisions of the Meyers-Millias-Brown Act (MMBA) with representatives of the City of Buena Park (hereinafter referred to as the City), and have reached an understanding and recommend that the Buena Park City Council adopt this Memorandum of Understanding (MOU).

ARTICLE 1 – TERM

The term of this Memorandum of Understanding shall be July 5, 2025, through midnight on July 2, 2027, unless otherwise specified in provisions hereinafter. Terms and conditions of employment already in effect on July 4, 2025, shall be considered minimums for the purpose of this agreement except as amended or repealed by specific provisions hereinafter.

ARTICLE 2 – REPRESENTATION AND RECOGNITION

A. The Association is the only employee organization entitled to meet-and-confer in good faith on matters within the scope of representation on behalf of employees in the Technical, Office and Professionals Unit, which shall consist solely of the classifications listed in Exhibit A.

B. All positions classified as “key personnel” should not be involved either directly or indirectly in matters within the scope of representation. “Key Personnel” shall not serve as an officer within the TOPs Association. For purposes of this Article, “key personnel” includes all classifications/positions assigned to the following departments:

City Manager’s Office
City Clerk’s Office
Human Resources Department

ARTICLE 3 – MANAGEMENT RIGHTS

A. In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the work force performing such services. Therefore the following matters will not be subject to the meet-and-confer process, but shall be within the exclusive discretion of the City:

1. To determine issues of public policy;

2. To determine the merits, necessity or organization of any service or activity conducted by the City;

3. To determine and change the facilities, methods, means and personnel by which City operations are to be conducted;

4. To expand or diminish services;

5. To determine and change the number of locations, relocations, and types of operations, and the processes and materials to be employed in carrying out all City functions, including, but not limited to, the right to subcontract any work or operation;

6. To determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments, and to establish the days and hours when employees shall work;

7. To relieve employees from duty because of lack of work or other non-disciplinary reasons;

8. To discharge, suspend, or otherwise discipline employees for proper cause;

9. To determine job classifications;

10. To hire, transfer, promote, and demote employees for non-disciplinary reasons;

11. To determine policies, procedures and standards for selection, training and promotion of employees;

12. To establish employee performance standards, including, but not limited to, quality and quantity standards;

13. To maintain the efficiency of governmental operations;

14. To take any and all necessary actions to carry out its mission in emergencies;

15. To exercise complete control and discretion over its organization and the technology of performing its work services;

16. To establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

The City, in exercising these rights and functions, will not discriminate against any employee because of membership or non-membership in any employee organization.

B. All management rights, powers, authority and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this Article.

C. Management will meet-and-confer prior to the implementation of any management rights which are normally considered matters concerning wages, hours, and other terms and conditions of employment under the provisions of the Meyers-Milias-Brown Act.

ARTICLE 4 – BOARD OF DIRECTORS' MEETINGS

Each member of the Association Board of Directors shall receive up to one-and-one-half hours time off per month for Board meetings.

The City will allow the Association time to hold its General membership meetings during work hours twice in a calendar year.

On duty personnel attending such meetings shall be on an on-call status and shall respond to calls for service. At no time shall coverage be compromised. No overtime or compensatory time will be paid for the meeting. Each member and their respective supervisor within each department shall be responsible for maintaining a minimum level of coverage during the meetings.

Prior to scheduling and holding a general membership meeting during work hours, the Association shall request approval in writing to the Director of Human Resources or his/her designee within seven calendar days of such meeting to be held.

ARTICLE 5 – ADDITIONAL ITEMS

During the term of this Memorandum of Understanding, no additional items will be placed under discussion for purposes of meet-and-confer unless mutually agreed upon by both parties.

The parties shall cooperate to improve the format, clarity, and consistency of the Memorandum of Understanding.

PAY

ARTICLE 6 – ASSIGNMENT OF CLASSES TO PAY RANGES

The schedule of base pay rates is contained in Exhibit A.

ARTICLE 7 – BASE PAY SCHEDULE

A. All classifications in Exhibit A – Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 5, 2025.

B. All classifications in Exhibit A – Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 4, 2026.

In an effort to address recruitment and retention of hard-to-fill classifications:

C. All classifications in Exhibit A – Salary Schedule shall add a new Step 7 that is 2.5% above the current Step 6 within the pay schedule effective July 5, 2025.

* Note: Employees at Step 6 for 12 months or more shall immediately progress to Step 7. Other employees will move to Step 7 according to normal step progression and the annual performance evaluation process.

"Me Too" Clause: If during the effective period of this agreement, the City Employees Association receives a salary adjustment increase in a greater amount than the terms included in this agreement, the employees in this unit shall receive the same salary adjustment increase at the same time.

ARTICLE 8 – BILINGUAL PAY

Level I – Basic Bilingual Skills Pay – An employee shall receive an additional $50.00 per month if the following conditions are met:

A. The employee passes a qualifying examination administered by Human Resources.

B. The employee uses bilingual skills as required by the City.

Level II – Advanced Bilingual Skills Pay – With City Manager approval, an employee shall receive an additional $165.00 per month if the following conditions are met:

A. The employee passes an advanced-level interpretation skills-based examination administered by Human Resources to demonstrate competency in American Sign Language, Korean, or Spanish only.

B. The employee must be expected to translate and interpret a wide variety of difficult,

sensitive, and highly-complex written and spoken Citywide communications, including materials and matters of a highly sensitive or technical nature and with a high consequence of error in English and American Sign Language, Korean, or Spanish.

C. The employee may be expected to perform these services at City Council Meetings, Town Hall or Community Meetings, or with special dignitaries (i.e. Sister City program) as needed.

ARTICLE 9 – LONGEVITY PAY

The City agrees to implement a longevity pay program to be administered in the following manner:

A. An employee with 15-19 years or more of current continuous City service shall receive an additional two (2) percent base salary.

B. An employee with 20 years or more of current continuous City service shall receive an additional three (3) percent base salary.

ARTICLE 10 – CERTIFICATE PAY

A. Incumbents of the Water Quality Specialist and Water Loss Specialist classifications who possess a California State Health Department Water Distribution 3 Operator Certification shall receive an additional $100 per month.

B. Employees who possess a job-related certificate from a professional organization as determined by the Department Head and the Director of Human Resources shall receive an additional $50 per month.

No employee may receive more than one Certificate Pay benefit at a time.

ARTICLE 11 – COMMERCIAL VEHICLE OPERATOR LICENSE

In the best interest of the City, as determined by the Director of Human Resources, an employee who has a State of California commercial vehicle operator license shall receive an additional $75 per month for Class B and $150 per month for Class A licenses. Such employees are subject to the provisions of the City's Drug and Alcohol policy, which includes, but is not limited to, post-accident testing, random testing, reasonable suspicion testing, and return-to-duty/follow-up testing.

ARTICLE 12 – OVERTIME PAY

A. OVERTIME PAY. An employee required to work in excess of 40 hours in a seven-day cycle shall receive pay at the rate of time and one-half his/her regular rate of pay. The

regular rate of pay shall include the following components in addition to base pay.

- Shift Differential
- Educational Incentive
- Bilingual Pay
- Acting Pay
- Special Assignment Pay
- Longevity Pay
- Excess Medical
- Waiver of Medical Insurance

In determining an employee's eligibility for the overtime regular rate, paid and unpaid leaves of absences shall be excluded from the total hours worked. Paid leave of absence include, but are not limited to, the following:

- Vacation
- Holiday Leave
- Sick Leave
- Administrative Leave
- Compensatory Leave
- Workers' Compensation Leave
- Jury Duty
- Bereavement Leave
- Military Leave

For overtime not otherwise paid at the regular rate, it shall be paid at time and one-half of the hourly equivalent of the employee's base pay rate for all hours worked in excess of the employee's daily work schedule, or for all hours earned in excess of 40 hours per week. The term “earned” shall include hours for vacation, holiday, sick leave and jury duty.

There shall be no pyramiding of overtime. Hours worked by an employee in any workday or workweek on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

B. COMPENSATORY TIME.

1. **Fair Labor Standards Act (FLSA).** In lieu of receiving overtime pay pursuant to Paragraph A above, an employee may elect to receive compensatory time off on a time and one-half basis. The employee shall be allowed to “bank” compensatory time at a time and one-half basis. No employee shall accrue more than 60 hours of such compensatory time. (This 60 hour maximum bank is in conjunction with Section 2 below.) Should any employee exceed 60 hours of accrued compensatory time, he/she shall be paid at time and one-half his/her regular rate.

An employee may use such compensatory time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

2. **Non-Fair Labor Standards Act (Non-FLSA).** Overtime hours not otherwise subject to the FLSA regular rate of pay (after taking paid leave time exclusions into account) may be taken as compensatory time off. Such hours shall be earned, banked, and taken off at the straight time rate. No employee shall accrue more than 60 hours of such compensatory time (this 60 hour maximum bank is in conjunction with Section 1 above). Should any employee exceed 60 hours of accrued compensatory time, he/she shall be paid at time and one-half his/her base rate.

C. AUTHORIZATION.

1. All overtime requests must have the prior authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Calls for service beyond the end of duty time are considered as authorized.

2. An employee's failure to obtain prior approval may result in the denial of the overtime request.

3. The City may prescribe reasonable periods of overtime work to meet its operational needs.

D. CLOTHES CHANGING. Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on duty. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work.

Nothing herein prevents an employee from wearing his/her uniform while conducting personal business during lunch time.

Time spent in changing clothes before or after a shift, is not considered hours worked and is not compensable in any manner whatsoever.

E. TRAINING TIME. Training time outside normally scheduled work hours shall be compensated pursuant to Code of Federal Regulations (CFR), Section 785.27, *et seq.*

Travel time outside normally scheduled work hours shall be compensated pursuant to CFR Section 785.33, *et seq.*

When feasible, the City will adjust the employee's work schedule to minimize the impact of travel and training time.

F. CITY VEHICLE USE. An employee who is provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

G. CALL-BACK PAY. Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call-back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two hours work commencing when he/she leaves his/her residence and will terminate at the end of the two hour minimum, or if the call-back lasts longer than two hours the time he/she returns to his/her residence.

Any call-back lasting two hours or less shall result in a credit for two hours worked. When added to the eight hour day or 40 hour work week an employee shall end up with a net result of three hours pay (or three hours comp time at time and one-half). Any call-back lasting more than two hours shall result in a credit for actual hours worked. When this credit is added to the eight hour day or 40 hour work week, the net result will be time and one-half the actual hours worked on the call-back.

Similar calculations as outlined above will be used when an employee is entitled to a four hour call-out because the call-back occurs on Sunday, a holiday, or between 12:01 a.m. and 5:00 a.m.

The above provision shall not result in a double payment for call-outs lasting less than two hours (or when applicable, four hours). For instance, if an employee works one hour on a call-out, he/she shall be credited with two hours, resulting in three hours of pay or comp time after application of time and one-half. He/she shall not be entitled to the one hour at time and one-half plus the two hour minimum.

An employee who receives multiple calls within the allotted two hours minimum (or when applicable, four hour minimum) is not entitled to double-payment for call-backs even if the employee has returned to his/her residence. For example, if an employee receives a call-back that is completed and returns to his/her residence and then receives a second call-back within the original two hour minimum compensation window, the second call-back will result in a continuation of service commencing from the original call-back start time regardless if the call was similar or different than the original call-back.

This provision is to be distinguished from “Court Standby” pay in Section I which is to be used when an employee is called back to court.

This provision replaces Section 2.0. (1)(a) of Resolution No. 8083.

H. COURT PAY. When an employee is physically called to court, while off duty, he/she shall be credited on an hour for hour basis for the time actually spent in court. An employee shall be credited with a minimum of two (2) hours for the court appearance. Travel time shall be not considered hours worked and shall not be compensated in any manner whatsoever.

This provision replaces Section 2.G.(I)(b) of Resolution No. 8083.

I. COURT STANDBY. An employee may leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated, except as set forth below.

In recognition of the City's established practices the City shall continue to compensate employees at the rate of two (2) hours of compensation for a.m. standby duty and two (2) hours of compensation for p.m. standby duty. This payment is being made pursuant to the MOU, not pursuant to FLSA. Time compensated in the above manner shall not constitute hours worked for purposes of FLSA

J. FAIR LABOR STANDARDS ACT (FLSA) EXEMPTIONS. Although the following classifications are part of the Association, they are designated as exempt employees as defined by the Fair Labor Standards Act (FLSA):

Classification Title
ACCOUNTANT
ASSISTANT ENGINEER
ASSISTANT PLANNER
ASSOCIATE PLANNER
COMMUNITY SERVICES COORDINATOR
HOMELESS OUTREACH COORDINATOR
HOUSING AND CDBG ANALYST
HUMAN RESOURCES ANALYST
MANAGEMENT ANALYST
SENIOR COMMUNITY SERVICES COORDINATOR
SENIOR PLANNER

As a result, FLSA exempt personnel are not eligible to accrue compensatory time or be paid overtime. Each employee shall receive 60 hours of administrative leave per fiscal year. Administrative leave must be taken by June 30 each year and no part of it may be carried over into the next fiscal year.

Additional time may be granted by the employee’s department head for time spent at required meetings and special events.

The definition of meetings and special events includes:

- City job-related emergencies.
- City Council meetings.
- City Commission or Committee meetings, or
- Any meeting, conference, training, or professional development event approved in advance by the department head or his/her designee.

ARTICLE 13 – EDUCATION PROGRAM

A. REIMBURSEMENT.

An employee who is pre-approved by the department head to attend a specified, off-duty education course shall receive reimbursement for certain expenses.

An approved education course is defined as off-duty instruction that will be mutually and immediately beneficial to the employee and the City.

1. Prior to enrolling in the class, an employee desiring partial reimbursement for expenses shall acquire the department head's approval as to course content and its relationship to the employee's City employment. On completion of the course, with a grade of "C" or better, the employee shall submit a Request for Educational Reimbursement form to the department head along with a copy of the official transcripts and receipts for the total cost of the course.

   Effective January 1, 2024, on approval by Human Resources and Finance, the employee shall then be reimbursed up to a maximum of $5,000 per calendar year for tuition, books, transportation costs where appropriate, registration fees and related expenses necessary for completion of the course.

2. Reimbursement will be made only for coursework completed within the current calendar year (January 1 – December 31). The difference between the City's maximum obligation during any calendar year and the total amount of actual reimbursement received by the employee during that calendar year shall not be carried over or be available for use by the employee in any subsequent year.

3. A copy of the official transcript shall be forwarded to the Human Resources Office for retention in the employee's education file.

B. EDUCATIONAL INCENTIVE ALLOWANCE. An employee with a job-related (as determined by the City) degree or certificate from an accredited educational institution shall receive an additional allowance as follows:

- Associate of Arts Degree $120.00 per month
- Bachelor of Arts Degree $150.00 per month

- Master's or Ph.D. Degree $180.00 per month

Special Certificates:
- 10 or more semester units $60.00 per month
- 20 or more semester units $90.00 per month

No employee may receive more than one Educational Incentive Allowance benefit at one time.

ARTICLE 14 – SAFETY SHOES

A. An employee who performs significant field work as part of his/her normal and customary job duties shall receive up to $350.00 on per fiscal year basis depending on the job classification, through a direct purchase from a City selected vendor, for safety shoes which comply with current California Office of Safety and Health Administration (Cal/OSHA) standards, Title 8, Section 3385, as amended.

B. An employee who purchases safety shoes through this program, shall wear such safety shoes while performing work outside of an office environment, in compliance with Cal/OSHA standards, Title 8, section 3385. Any employee failing to adhere to this requirement shall be subject to disciplinary action, up to and including termination. The City Manager and/or his designee shall have discretion as to the need and necessity of the safety shoe purchase.

C. Positions receiving one pair of safety shoes per year are as follows:

Building Inspector
Building Inspector Technician
Code Enforcement Officer
Code Enforcement Technician
Environmental Inspector
Homeless Outreach Coordinator
Public Works Inspector
Sr. Building Inspector/Code Enf.
Senior Building Inspector/Plan Checker
Senior Code Enforcement Officer
Senior Environmental Inspector
Senior Public Works Inspector
Storekeeper
Water Loss Specialist
Water Quality Specialist

Positions receiving one pair of safety shoes every two years are as follows:

Assistant Engineer
Assistant Planner
Associate Planner
Planning Technician
Senior Planner

ARTICLE 15 – UNIFORM ALLOWANCE

A. The City shall provide a work uniform to each employee and shall provide a City-paid cleaning service for such uniforms.
B. The City agrees to continue to provide uniform cleaning service for those bargaining unit members who currently receive it.

C. The monetary value for such purchase, rental, and maintenance of the required clothing which is a ready substitute for personal attire (uniform) shall be reported to the California Public Employees' Retirement System (CalPERS) as compensation as required by law. The annual retirement contribution shall be based on the stated amounts for the term of the MOU listed in Article 16 – Public Employees' Retirement System. Any additional tax liabilities are borne solely by the employee.

ARTICLE 16 – MILEAGE

An employee required to use a personal vehicle for City business shall be reimbursed at the rate allowed by the Internal Revenue Service.

ARTICLE 17 – CHILD CARE REIMBURSEMENT PROGRAM

A. Employees who have qualified dependent(s) between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

B. Qualifying dependents are natural born child, adopted child, step child, and/or parent-child relationship.

C. Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

RETIREMENT

ARTICLE 18 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM

A. RETIREMENT PLAN. The City shall maintain its contract for a pension plan with the California Public Employees Retirement System (CalPERS), as originally adopted on March 1, 1964, and amended thereafter.

B. CONTRACT OPTIONS. The City's contract with CalPERS shall include the following options:

	Government Code Section
1. One Year Highest Compensation	20042
2. Military Service Credit as Public Service	21024
3. 2.5% at 55 – Full Formula	21354.4
4. Fourth Level of 1959 Survivor Benefit	21574
5. Pre-Retirement Optional Settlement 2 Death Benefit	21548

C. SECOND TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after December 22, 2012, shall include the following options:

	Government Code Section
1. Three Highest Years Compensation	20037
2. Military Service Credit as Public Service	21024
3. 2% at 60 – Full Formula	21353
4. Fourth Level of 1959 Survivor Benefit	21574
5. Pre-Retirement Optional Settlement 2 Death Benefit	21548

D. THIRD TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after January 1, 2013, shall include the following options:

	Government Code Section
1. Three Highest Years Compensation	7522.32
2. Military Service Credit as Public Service	21024
3. 2% at 62 – Full Formula	7522.20

4. Fourth Level of 1959 Survivor Benefit 21574

5. Pre-Retirement Optional Settlement 2 Death Benefit 21548

E. CONTRIBUTIONS.

1. Employees hired before December 22, 2012, the full eight percent (8%) cost of the CalPERS member contributions shall be paid by each employee via payroll deduction on a pre-tax basis.

2. Employees hired on or after December 22, 2012, the full seven percent (7%) cost of the CalPERS member contributions shall be paid by each employee via payroll deduction on a pre-tax basis.

3. Employees hired on or after January 1, 2013, shall pay 50% of the normal cost rate for the benefit formula 2% at Age 62 via payroll deduction on a pre-tax basis (Government Code Section 7522.30).

4. 1959 Survivor Benefit. Each employee will pay the employee share required by CalPERS (currently $2.00 per month) and the City will pay the employer costs.

ARTICLE 19 – SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or “pickup” any portion thereof.

INSURANCE

ARTICLE 20 – MEDICARE

Employees hired by the City on or after April 1, 1986, shall pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pickup" any such contributions.

ARTICLE 21 – MEDICAL INSURANCE

A. The City shall provide group medical under the California Public Employees' Medical and Hospital Care Act (PEMHCA).

B. City Contribution. The City shall contribute the following monthly amounts for group medical insurance. Any additional contribution necessary to maintain group medical insurance shall be borne solely by the employee.

1. Persons Hired On or Before June 30, 1999.

Employees

For coverage effective:	July 1, 2025
• Employee Only	$1,239
• Employee & One Dependent	$1,732
• Employee & 2 + Dependents	$2,100

For coverage effective:	July 1, 2026
• Employee Only	$1,314
• Employee & One Dependent	$1,832
• Employee & 2 + Dependents	$2,250

Retirees

• Retiree Only	$126.00
• Retiree & One Dependent	$172.00
• Retiree & 2 + Dependents	$195.00

2. Persons Hired On or After July 1, 1999.

Employees

For coverage effective:	July 1, 2025
• Employee Only	$1,239
• Employee & One Dependent	$1,732
• Employee & 2 + Dependents	$2,100

For coverage effective	July 1, 2026
• Employee Only	$1,314
• Employee & One Dependent	$1,832
• Employee & 2 + Dependents	$2,250

Retirees

The City's contribution for retirees who were hired on or after July 1, 1999, is determined by the California Public Employees Retirement System (CalPERS) in accordance with Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- *For coverage effective January 1, 2025: $158.00/month per retiree.*
- *For coverage effective January 1, 2026: $162.00/month per retiree.*
- *For coverage effective January 1, 2027: To be determined by CalPERS*

C. EXCESS MEDICAL. An employee who selects a health insurance plan which costs less than the City's maximum monthly contribution may have the difference placed in his/her deferred compensation account, purchase products available through the City's Cafeteria Plan, or receive a cash payout. For example, an employee with no dependents is entitled to a maximum monthly contribution of $1,239.00 per month. If he/she has a health insurance plan which costs $628.63 per month the employee is entitled to $610.37 per month in excess medical.

D. WAIVER OF MEDICAL INSURANCE.

1. An employee may elect to not be covered by a City group medical insurance plan if he/she provides proof of coverage from another group medical insurance source. The City may require proof of coverage at any time.

2. An eligible employee may elect to have the City's monthly contribution applied to his/her deferred compensation account, the purchase of products offered through the Cafeteria Plan, and/or receive a cash payout.

   The City contributions shall be $753.00 per month.

E. SERVICE RETIREMENT ACCOUNT (SRA). In addition to the Contribution pursuant to the CalPERS contract, employees hired on or after July 1, 1999, will be allowed to bank accrued sick leave time for use upon Retirement from Service, into a Service Retirement Account to defer out-of-pocket expenses for purchasing group medical insurance under the City's program. The City will participate in the SRA by matching the employee contribution on a two-for-one (2:1) basis.

1. SRAs are not subject to fellow employee donations of sick leave or any other leave provisions. However, the SRA will be coordinated with the City's Sick Leave Buyback program.

2. To be eligible, an employee must have a sick leave balance of at least 480 hours, and must maintain at least 480 hours of sick leave after making such deposit.

3. An eligible employee may place up to one-half of any unused portion of his/her annual sick leave accrual into the SRA, with the City matching contribution of two-to-one (2:1). This provision will be coordinated with the Sick Leave buyback provision, thereby limiting buyback and SRA deposits to one-half of any unused portion of their annual sick leave accrual.

4. The SRA is not subject to bearing interest. Eligible employee deposits and the City's matching contributions are flat deposits.

5. Sick leave placed in the SRA will be converted into cash at the employee's base pay rate and thus will no longer be available as sick leave once deposited in the SRA.

6. The donor employee shall have two options for withdrawal of funds:

    a. At the option of the employee, upon retirement from service, the SRA will be paid at the then hourly rate for the depositor. This shall include the employee contribution as well as the City's matching portion, which will be used to offset/defer costs associated with purchasing group medical insurance plans during retirement.

    b. The employee may, at any time, withdraw hours from the SRA to convert to cash, and will be paid at the base pay rate in effect when the original deposit was made. An employee making an early withdrawal from the SRA, shall not be entitled to any of the City's matching contribution, and shall lose that equal portion of the matching contribution as was withdrawn, i.e., two-to-one.

7. In the event that a participating employee separates from employment on other than a Retirement from Service (Service Retirement or Disability Retirement), the City shall payoff only the employee's portion of the contributions made to the SRA, at the base pay rate for each deposit, and shall not be entitled to any of the City's matching contribution.

8. In the event the SRA survives an active employee, or a retired employee, the City will pay off the balance of the employee's contribution to the survivor of record. Payment will be at the then-current base pay rate for the active employee and/or at the base pay rate of withdrawal for retired employee, including the City's matching contribution.

9. The City reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Determinations shall be made in a manner that no employee shall lose his/her portion of the SRA and the City will not lose its portion of the matching contribution. Any determinations made in hearing a dispute to grant the City's portion of the matching contribution will be made on a case by case basis, and will not be determined to be a past practice or official policy of the City.

   Any person employed by the City prior to July 1, 1999, who is not currently a member of this unit of representation shall enjoy all benefits and rights of those employees hired prior to July 1, 1999, upon later occupying a position within this unit of representation.

10. Effective July 21, 2012, employees not currently enrolled in the SRA program are not eligible to enroll in this program. This program is closed to new enrollees.

ARTICLE 22 – DENTAL INSURANCE

The City shall continue to provide the current dental program for employees and their eligible dependents under the age of 26.

Each employee is responsible for choosing one of the three plans listed below. In the event that no choice is made, the employee will be deemed to have chosen no dental insurance coverage.

Employees may switch plans only during the open enrollment period designated by the City.

Payment of Premiums. Employees shall pay the amounts shown. Any additional amount necessary to maintain group dental insurance shall be paid by the City.

A. **50/50 PLAN.** The insurance carrier pays 50% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 50%.

	Monthly
• Employee Only	$3.00
• Employee & 1 Dependent	$5.00
• Employee & 2 + Dependents	$7.50

B. **80/20 PLAN.** The insurance carrier pays 80% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 20%.

	Monthly
• Employee Only	$10.00
• Employee & 1 Dependent	$15.00

- Employee & 2 + Dependents $20.00

C. **HMO PLAN.** The insurance carrier pays a portion of all services based on the fee schedule. Employees who enroll in this plan do not pay any monthly premium. Each employee is responsible for any co-payment associated with this plan.

ARTICLE 23 – VISION INSURANCE

A. The City shall provide a vision insurance program for employees and their eligible dependents under the age of 26.

B. Each employee is responsible for enrolling in the plan. In the event that no choice is made, the employee will be deemed to have chosen no vision insurance coverage.

C. Effective January 1, 2026, the City shall contribute $6 monthly for group vision insurance. Any additional contribution necessary to maintain group vision insurance shall be borne solely by the employee.

ARTICLE 24 – LONG TERM DISABILITY INSURANCE

A. The City shall pay the entire premium for a City-owned long-term disability insurance policy affording coverage to each active employee.

B. The policy shall have a benefit waiting period of 60 calendar days of continuous disability. Any time after the expiration of the benefit waiting period, the employee may apply for this insurance and may use accrued leave pursuant to the City's policy thereon.

C. The maximum benefit for total disability shall be 66 2/3 of the eligible employee's basic monthly earnings as defined in the policy document, or $10,000 per month, whichever is less.

ARTICLE 25 – LIFE INSURANCE

A. The City shall provide group term life insurance (including accidental death and dismemberment) for each employee (either full-time or part-time) in the amount of one times (1x) the employee's basic annual earnings to a maximum of $150,000. Each employee, at his/her own expense, may purchase additional life insurance from the insurer through the City.

B. The City shall provide group term life insurance, (including accidental death and dismemberment) in the amount of $1,500 for each employee's:

1. legal spouse or registered domestic partner and/or

2. children under the age of 26.

ARTICLE 26 – CAFETERIA PLAN

A. The City shall provide a full flexible Cafeteria Plan under IRS Code Section 125, to include Premium Only Conversion, Health Care Spending and Dependent Care Accounts.

B. The City and individual participants shall divide the cost of the third-party administration service fee. Service fees are to be paid only by employees enrolled in the Health Care Spending Account and/or Dependent Care Spending Account. There is no service fee for participants in the Premium Only Conversion plan. The service fee may be amended from time to time by the City and the third-party administrator. The City will consult with employees prior to increasing any deduction from employees for any plan year.

C. The City will utilize any assets remaining in the plan at the end of each plan year to off-set service fees for employees enrolled in either the Health Care Spending Account and/or Dependent Care Spending Account. "Plan year" is as defined in the plan documents. This item is governed by the Cafeteria Plan documents as it relates to Plan Year. Asset utilization to off-set service fees shall be determined no later than June 30 of any subsequent year.

ARTICLE 27 – ADMINISTRATION

A. The City shall have the right to select any insurance carrier or other (including self-insurance) method of providing coverage to fund the benefits included under the terms of this MOU, provided that the benefits of the employees shall be substantially the same as those in existence prior to implementation of this MOU.

B. If, during the term of this MOU, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.

C. All group insurance benefits shall be provided and calculated in accordance with the City's contracts with insurance providers.

LEAVES

ARTICLE 28 – HOLIDAYS

A. The following dates, and such other days or portions of days as may be designated by motion of the City Council, shall be observed as paid holidays.

Holiday	Date
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following 4th Thursday in November
Day before Christmas	December 24
Christmas Day	December 25

In addition to the above, two floating holidays per fiscal year may be earned. These floating holidays shall be designated by the employee and requires management approval, in advance, before they are taken. New hires must be employed for three months before becoming eligible for the floating holiday. Regular part-time employees shall receive four and one-half hours of pay for each floating holiday.

B. When a holiday occurs on a Saturday, the preceding Friday will be observed instead. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on an off-Friday, the preceding Thursday shall be observed.

C. Holiday Closure. The City shall close the City Hall, City Yard, and Community Center facilities to the public during the holiday period between Christmas Eve and New Year's Day. During the closure, employees will have the option to use accrued Vacation, Compensatory Time, Administrative Leave, or Floating Holiday. Employees without sufficient accrued leave time to cover the holiday closure may borrow from future vacation accrual.

The City maintains the right to determine the essential services which will still operate during this closure period.

ARTICLE 29 – VACATION LEAVE

A. ACCRUAL. Vacation shall accrue to each full-time employee at the following rates:

Years of Service	Vacation Hours Accrued
Less than 1 year	80 hrs. vacation per year (6.667 hrs. per month)
Less than 2 years	90 hrs. vacation per year (7.5 hrs. per month)
Less than 3 years	100 hrs. vacation per year (8.333 hrs. per month)
Less than 4 years	110 hrs. vacation per year (9.167 hrs. per month)
Less than 5 years	110 hrs. vacation per year (9.167 hrs. per month)
5 years to 10 years	120 hrs. vacation per year (10 hrs. per month)
10 years or more	160 hrs. vacation per year (13-1/3 hrs. per month)

An employee having a probationary or regular appointment that is less than full-time, but is half-time or more, shall accrue vacation on a prorated basis, based on the employee's regular (i.e., not overtime) paid hours in each pay period.

B. ACCUMULATION. Accumulation of vacation leave in excess of that earned in two years is prohibited. All vacation leave exceeding the authorized accumulation shall be forfeited.

C. USAGE. Vacation leave taken shall not be in excess of that actually earned at the time the vacation starts.

1. Each employee must take at least 40 hours of vacation each fiscal year.

2. The time during the calendar year at which an employee shall take vacation shall be determined with particular regard for the needs of the service and due regard for the wishes of the employee.

3. In the event one or more municipal holidays falls within a vacation leave, such days shall not be charged as vacation leave, and the vacation leave shall be extended accordingly for employees eligible for such holidays.

4. Any leave of absence without pay shall not accrue vacation leave for each 30 day period of such leave.

5. No employee shall be entitled to any vacation until completion of six (6) months of continuous service.

6. All usage of vacation and compensation time should be requested and approved by the employee's department head or designee at least two days prior to the start of vacation time.

D. ANNUAL CONVERSION.

1. An employee may elect to convert up to 40 hours of vacation leave into a cash payment at the employee's then-current rate of base pay. To be eligible for this option, the employee must utilize 40 hours of vacation leave in the preceding fiscal year.

2. Notwithstanding the above paragraph, an employee may convert up to a maximum of 80 hours of annual vacation leave into a cash payment as long as the employee has 240 hours, or more, of annual vacation leave “on the books” after the conversion.

E. VACATION PAY AT SEPARATION. Upon separation, an employee will receive compensation at the current rate of base pay for all unused earned vacation, up to and including the date of separation.

1. An employee who separates while serving a probation period in a classification to which the employee has been promoted shall receive vacation pay at separation based on the hourly equivalent of the base pay received immediately prior to promotion, provided the employee has successfully completed a probation period in the classification from which the employee was promoted.

2. An employee who has not completed six (6) months of continuous service shall not receive vacation pay at separation.

F. CONTINUOUS SERVICE. For the purpose of computing years of service, an employee’s continuous service shall be based on the effective date on which the employee received initial probationary appointment in the City service.

ARTICLE 30 – SICK LEAVE

A. ACCRUAL.

1. Each employee shall accrue sick leave with pay at the rate of eight hours for each full calendar month of continuous service in which the employee has worked or has been on authorized leave of absence with pay

2. Any leave of absence without pay exceeding 15 consecutive days shall result in no accrual of sick leave during the consecutive days of the employee's leave of absence without pay that is in excess of 15 consecutive days.

B. ACCUMULATION. Sick leave may be accumulated without limit.

C. USAGE.

1. Eligibility for Use of Sick Leave. Sick leave may be taken only when the employee has sick leave credits. An employee shall be eligible to take sick leave after he/she has worked one full calendar month.

2. Sick leave may be granted only with the approval of the department head and only in case of a bona fide illness or medical/dental appointments of the employee. The department head may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during any period for which sick leave was requested.

3. Sick leave may also be used for a bona fide illness or medical/dental appointments of a family member (spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandmother, grandfather) or designated person when the presence of the employee is required up to a maximum of three days per individual situation. The department head may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during any period for which sick leave was requested.

   A "designated person" is defined as any one person identified by the employee at the time the employee requests paid sick leave. This designation is limited to only one designated person per 12-month period.

4. Maternity leave. The employee shall submit a doctor's statement approving her fitness to continue working for a specified term. A post-natal release from the doctor must be submitted prior to returning to work.

5. Sick leave shall not be used in lieu of, or added to, vacation. Accrued vacation leave shall be used for sickness when all sick leave has been taken.

6. Sick leave during vacation. An employee who becomes ill while on vacation may have such period of illness charged to accumulated sick leave instead of to vacation, provided that immediately upon return to duty, the employee submits to

the department head a written request for sick leave and a written statement signed by the employee's physician describing the nature and dates of the illness.

7. Limitations. No employee shall be entitled to accrue or to take sick leave with pay while absent from duty for all of the following reasons:

   a. Disability or illness arising from compensated employment other than with the City of Buena Park.

   b. Leave of absence without pay.

   c. Absence because of intoxication or for the purpose of recovering from intoxication.

D. MEDICAL LEAVE OF ABSENCE. Upon written request of the employee and recommendation of the department head, the City Manager may authorize in writing a leave of absence without pay for the purpose of recovering from an illness, provided:

   1. The employee has used all accumulated sick leave.

   2. The employee has been continuously employed in the City service for at least one year.

   3. The employee presents to the department head for referral to and consideration by the City Manager a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician.

   4. Prior to resuming duties, the employee may be required to take a medical examination at the employee's expense and as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

   5. The maximum period of such leave shall be three calendar months. If the employee desires an extension, the employee shall follow the procedure described in subparagraph 3 above.

E. PENALTY FOR ABUSE. When, in the judgment of the department head, the employee's reason for being absent because of alleged sickness is inadequate, the department head shall indicate on the payroll form that the absence was without pay. The department head may recommend to the City Manager that appropriate disciplinary action be imposed against the employee.

F. ANNUAL BUYBACK PROGRAM.

   1. To be eligible an employee must have:

a. 480 hours of accumulated sick leave as of the first pay period of July of the preceding year, and

b. 480 hours of accumulated sick leave remaining after the cash out.

2. An employee who wishes to participate must file a written request with the Finance Department. This request will apply for the previous fiscal year sick leave accumulation.

3. Participants will be paid for 50% of the hours accrued during the fiscal year. These hours being paid will be deducted from the employee's sick leave bank. The remaining hours accrued, but not used, will remain in the employee's sick leave bank. Payment will be based at the employee's base hourly rate in effect at the time of payment.

G. SICK LEAVE PAY ON SEPARATION. Except as herein provided, no payment shall be granted to an employee for accrued sick leave at the time of separation. Termination of an employee's continuous service, except by reason of layoff for lack of work or funds, shall abrogate all sick leave accrued at the time of such separation, regardless of whether the employee subsequently reenters the City service. Employees appointed on or after September 20, 1982, shall not be eligible for sick leave pay on termination as provided for in this section.

Employees hired on or prior to September 19, 1982, shall be paid for 50% of the value of his/her unused sick leave based on the employee's rate of base pay at the time of honorable separation or retirement.

Employees may only accrue 120 days (960 hours) of sick leave for the purposes of this section and for the purposes of compensation on separation.

ARTICLE 31 – BEREAVEMENT LEAVE

Whenever an employee who is eligible to receive sick leave is compelled to be absent from duty by reason of the death (or critical illness where death appears imminent) of a family member, the employee shall, upon approval of the department head, be entitled to up to three work days of bereavement leave with pay once per fiscal year. Employees in need of additional time off may charge such absence to the employee's accumulated sick leave to a maximum of five working days for each such incident. Use of such leave shall not count against the sick leave buy back or deposits made to the SRA.

"Family member" is defined as the employee's or spouse's:

- Father
- Grandfather
- Sibling(s)
- Spouse
- Mother
- Grandmother
- Child
- Grandchildren

ARTICLE 32 – WORKERS COMPENSATION

A. An employee who is absent from duty because of an on-the-job injury sustained during City employment shall receive his/her normal pay during the first 27 calendar weeks of such accident, provided the employee returns to the City any compensation paid under the provisions of the California Workers' Compensation Law for the corresponding period of time.

   During this maximum 27-week period, an employee so entitled shall continue to receive all forms of compensation he/she would be receiving as if at work. The employee shall also be eligible for consideration for merit pay increases during this period.

B. After this maximum 27-week period, an employee who has not returned to work shall not receive any other form of compensation from the City, including, but not limited to, accrual of vacation and sick leave, holiday pay, special assignment pay, education pay or payment of group insurance premiums. An employee may not use accumulated sick leave or vacation to supplement temporary disability indemnity payments.

ARTICLE 33 – JURY DUTY

No deduction shall be made in the pay of an employee who serves on jury duty if the employee has waived or remitted the jury fee for such jury duty. An employee who serves on jury duty on a scheduled day off shall not be required to remit his/her jury fees for that day. If the employee has not so waived or remitted the jury fee, the employee shall be paid only for the time actually worked in the City position. An employee summoned to jury duty shall immediately notify his/her supervisor in writing. The employee shall remit to the City all fees and allowances payable for jury duty, less reimbursements from the court for meals, travel, or lodging.

ARTICLE 34 – OTHER LEAVES

A. LEAVE WITHOUT PAY. Upon written recommendation of the department head, the City Manager may authorize a leave of absence without pay for a period not to exceed 30 calendar days in a calendar year.

   Authorized leaves of absence without pay of 30 calendar days or less, and leaves of absence with pay for any period shall not constitute an interruption of an employee's continuous service and shall not be deducted in computing total City service. Authorized leaves of absence without pay in excess of 30 calendar days, unless covered by the Family Medical Leave Act, shall be deducted in computing an employee's total City service for advancement in salary range and for other purposes specified in this MOU, but shall not serve to interrupt continuous service.

B. MILITARY LEAVE. An employee having a probationary or regular appointment shall be entitled to such benefits as are provided in the California Military and Veterans Code. An employee requesting military leave shall present a copy of military orders to the department head prior to the beginning of the leave.

Employees who present military orders for active duty status shall continue to receive all forms of compensation he/she would be receiving as if at work for the first 30 days of such absence in any one fiscal year (except weekend drills and/or training). Weekend drills and/or training are not considered active duty under the Military and Veterans Code and not eligible for salary continuation benefits.

If an employee is called to inactive duty and must report to such duty on days the employee is scheduled to work, the employee must request the time off and use their leave banks for such absence if necessary.

WORKING CONDITIONS

ARTICLE 35 – PAY PERIODS

A. The City shall utilize the biweekly payroll system. Pay periods shall begin at 12:01 a.m. every other Saturday and end at midnight the second Friday (i.e., 14 calendar days later) thereafter. Paydays shall occur on the Friday following the conclusion of each pay period. The one exception is when that Friday is a federal holiday, the payday shall fall on the preceding business day.

B. Direct Deposit. The City shall electronically deposit employee's paychecks directly into a savings or checking account designated by the employee. All employees shall participate in the City's direct deposit payroll program. Each employee shall be responsible for providing the Human Resources Department with the correct routing number and account number of his or her banking institution.

ARTICLE 36 – ATTENDANCE

A. Each employee shall be in attendance at his/her work station in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to Payroll on a designated form and on the dates specified. Absence without leave, whether voluntary or involuntary, for a period longer than five consecutive assigned working days is an automatic resignation from City service.

B. An employee who is absent from duty shall report the reason for such absence to the department head or immediate supervisor prior to the normal work shift. Absences not reported in such manner may be considered absence without leave. A deduction of pay shall be made for the duration of any absence without leave. Upon return to work, such absence must be justified.

ARTICLE 37 – HOURS OF WORK AND SCHEDULES

Unless otherwise prescribed in writing by the City Manager, the work week, work shift, and work schedule for each position shall be as follows:

A. WORK WEEK. The work week for all full-time positions shall be 40 hours.

B. WORK SHIFT. The work shift for all full-time positions scheduled on the "9/80 Work Plan" shall be nine hours a day for eight days, and eight hours for one day for a total of 80 hours in a two-week period.

C. WORK SCHEDULE. The work schedule for each position shall be as established by the department head. All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturdays,

Sundays, and holidays continuously on week days in accordance with the Alternative Work Schedule.

D. ALTERNATIVE WORK SCHEDULES. The decision to implement any alternative work schedule, including the 9/80 Plan and the trial 4/10 Plan for the City Yard facility, City Hall, Community Center, Ehler's Event, and Stage Stop Hotel is at the sole discretion of the City. The alternative work schedule may be revoked at any time by the City as long as 30 days notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer or meet and consult prior to revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

Except in cases of emergency, the City shall provide two weeks notice to an employee of any changes in his/her work schedule.

ARTICLE 38 – 9/80 PLAN ALTERNATE WORK SCHEDULE

A. Federal legislation in Air Quality Management District (AQMD) Rule 15 requires employers, including cities, to use alternative methods to reduce vehicular pollution emissions. The 9/80 work schedule will reduce the average number of vehicle trips to the work site between 6:00 a.m. and 10:00 a.m., and comply with the Federal requirements. It also satisfies Council's direction to provide extended service hours to the public and employees.

B. Plan Defined. The work period will be forty hours per week. It will consist of nine days instead of ten in a two-week pay period. Employees will work eight days for nine hours a day and one day for eight hours for a total of 80 hours in the pay period. The basic work day will increase from 8 eight to 9 nine hours a day. The standard for accounting is 80 hours in a pay period. During a pay period, the employee shall have one occasion of two consecutive days off and one occasion of three consecutive days off. The 9/80 Plan allows employees to be off an additional day during the pay period.

Days off will be consecutive and scheduled at the discretion of the department heads. Days off include every other Friday. Once days off are determined, they are fixed unless otherwise approved.

C. Work Period for all FLSA-Exempt Employees. The work period for employees on the 9/80 who are exempt from the FLSA requirements will be the same as the pay period (Saturday of the first calendar week through Friday of the second calendar week). This schedule coincides with the current payroll reporting period.

D. Work Period for Non-Exempt Employees. The work period for all employees who are not exempt from FLSA requirements on the 9/80 will continue to be 40 hours and a pay period will still consist of two work periods. However, the first work period will end and the second work period will begin in the middle of the fifth work day shift in the

pay period. Depending upon the employee's schedule, four or five hours will belong to the first work period and the remaining four or five hours of that day will belong to the second work period. Work periods can break on different days of the week depending upon which days the employee works. The work period break in a pay period can be as early as the middle of the first Wednesday or as late as the middle of the second Monday of the pay period. The pay period will still coincide with the current payroll reporting period.

E. Payroll Period Report Dates – All Employees. Payroll will still be reported in accordance with our payroll calendar for all employees, including those on the 9/80 Plan.

F. Work Hours. For employees who normally work daytime hours Monday through Friday, the following work schedules are available to serve the needs of the City.

7:00 a.m. - 5:00 p.m. 1 hour lunch
7:30 a.m. - 5:30 p.m. 1 hour lunch
8:00 a.m. - 6:00 p.m. 1 hour lunch

The day of the week the employee has off during one work period will be an eight-hour work day the next work period and vice versa. For example, if the employee is off the first Friday of a pay period, he/she will work eight hours on the second Friday of that pay period. All other days worked in that pay period will be nine-hour shifts.

The department head or his/her designee may adjust the designated start/stop schedules as seasonal and/or weather conditions indicate.

The following depicts the four different work schedule patterns within a pay period:

Days Worked Within Pay Period

Group	1	2	3	4	5	6	7	8	9	10
A	9 hrs	9 hrs	9 hrs	9 hrs	8 hrs	9 hrs	9 hrs	9 hrs	9 hrs	Off
B	9 hrs	9 hrs	9 hrs	9 hrs	Off	9 hrs	9 hrs	9 hrs	9 hrs	8 hrs
C	8 hrs	9 hrs	9 hrs	9 hrs	9 hrs	Off	9 hrs	9 hrs	9 hrs	9 hrs
D	Off	9 hrs	9 hrs	9 hrs	9 hrs	8 hrs	9 hrs	9 hrs	9 hrs	9 hrs

G. Payroll Reporting.

1. If an employee uses sick time, vacation time, holiday time or compensation time earned during the pay period and this time had not been reported on the payroll report submitted Monday morning, the time taken must be submitted to the Finance Department in writing.

2. If an employee is in an Absence Without Pay (AWOP) Status at any time during the pay period, and this had not been indicated on the payroll report submitted on

Monday morning, the supervisor or payroll clerk shall call Finance immediately to make a payroll correction.

3. All employees should make every effort to notify their supervisor on Thursday, if they will be using sick leave or AWOP time on Friday.

4. When an employee separates from employment, the employee will be paid for all hours worked.

5. When an employee changes to a different work schedule, it must coincide with the start of a pay period.

H. Leave Time Accruals. Benefit leave time accruals will remain the same as designated in this Memorandum of Understanding. Depending on the work day, benefit leave time off under the 9/80 Plan will be at the rate of either eight or nine hours.

I. Holidays.

1. If a holiday falls on the Friday the City is closed, the holiday will be observed on the preceding workday.

2. If a holiday falls on the employee's day off, an eight-hour day off must be taken within the same pay period as the holiday. An employee's alternate day off for the holiday must be approved by the department head.

3. If a holiday (including floating holidays) falls on the employee's nine-hour workday, an employee will be credited with nine hours. If a holiday falls on an employee's eight-hour workday, an employee will be credited with eight hours.

4. On pay periods containing holidays where employees' regularly scheduled hours need to be altered, for those employees who are subject to FLSA requirements, additional work schedule adjustments may be required for the day that breaks their two 40 hour work periods within the pay period to ensure the 40 hour work periods are maintained.

5. Holidays occurring on an employee's regular eight-hour work day are not affected by the above schedule.

J. Paid Sick Time/Vacation.

1. Employees using paid sick leave on an eight-hour day will be charged eight hours.

2. Employees using paid sick leave on a nine-hour day will be charged nine hours.

3. If the scheduled hours are greater than the sick leave balance, the difference will be covered by:

a. Use vacation or compensatory time.
b. Other Leaves
c. Leave without pay.

4. Vacation is charged in the same manner. Vacations occurring on eight-hour days will be charged eight hours, and those falling on nine-hour days will be charged nine hours.

K. Workers Compensation. Employees will be paid for industrial accident leave hours in accordance with their current 9/80 work schedule. An employee will return on the same 9/80 work schedule.

L. Military Leave, Jury and Paid Extended Sick Leave. Employees ordered to military duty, summoned to jury duty, or on paid extended sick leave will be paid according to their current work schedule. After the completion of the military leave, jury duty, or paid extended sick leave, the employee will return to his/her regular 9/80 work schedule.

An employee shall not receive overtime (pay or comp time) when such leave falls on his/her day off.

M. 9/80 Plan Review. A decrease in productivity will represent a negative impact to the alternative work plans. Productivity may be measured by various criteria, which may include, but are not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output
- Employee turnover
- Tardiness
- Employee morale

Moreover, other impacts include: service delivery to the public, citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

ARTICLE 39 – 4/10 PLAN ALTERNATE WORK SCHEDULE

Effective July 4, 2015, for employees covered under this MOU currently assigned to the City Yard facility (Effective June 24, 2023, for City Hall, Community Center, Ehler's Event, and Stage Stop Hotel), the City shall implement and evaluate a "4/10 Alternative Work Schedule" for a trial period of one year.

A. The intent is to determine the effectiveness and efficiency of the City Employees Association work force in providing service to the community while working an alternative work schedule that includes a 4/10 component.

B. During this evaluation period, there will be no additional costs (direct or indirect) to the City as a result of a modified work schedule, specifically related to overtime except for

call-backs for service and emergency calls and time-off accruals such as sick leave, vacation, holidays, etc. All such accruals will remain unchanged.

C. At the conclusion of this evaluation period, a review will be conducted by the City to determine the effectiveness of this alternative work schedule. A decrease in productivity will represent a negative impact to this alternative work schedule. Productivity may be measured by various criteria which may include but are not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output
- Employee accidents
- Employee turnover
- Tardiness
- Employee morale

Other impacts include service delivery to the public, including citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

D. PLAN DEFINED. Under this work schedule, employees work four consecutive, 10 hour days in a seven day workweek. The 4/10 schedule provides for a 40 hour workweek every seven days and three consecutive days off.

4/10 scheduling will be at the discretion of the department head.

E. WORK PERIOD. The work period for employees on the 4/10 who are exempt or non-exempt from FLSA requirements will remain the same Saturday through Friday. There are two 40 hour work periods per pay period. This schedule coincides with the current payroll reporting period.

F. PAYROLL PERIOD REPORT DATES – ALL EMPLOYEES. Payroll will still be reported in accordance with our payroll calendar for all employees, including those on the 4/10 Plan.

G. PAYROLL REPORTING.

1. If an employee uses sick time, vacation time, holiday time or compensation time earned during the pay period and this time had not been reported on the payroll report submitted Monday morning, the time taken must be submitted to the Finance Department in writing.

2. If an employee is in an Absence Without Pay (AWOP) Status at any time during the pay period, and this had not been indicated on the payroll report submitted on Monday morning, the supervisor or payroll clerk shall call Finance immediately to make a payroll correction.

H. WORK HOURS.

The department head or his/her designee may adjust the designated start/stop schedules as seasonal and/or weather conditions indicate.

I. Enrolling in or Dropping off the 4/10 Plan

1. Prior to enrollment in the 4/10 plan, each employee is required to read the 4/10 plan guidelines and sign a statement that he/she has read all the conditions of the plan. A copy will be placed into the employee's personnel file in the Human Resources office.

   To expedite future shift changes that affect many employees' work plans and/or changes many employees' day off, a memo listing each employee's new work schedule and days off should be signed by each employee affected and submitted to Finance (payroll) and to Human Resources where a copy of the memo will be filed in each affected person's employee file. These changes must coincide with the beginning of a new pay period.

2. When an employee separates from employment, the employee will be paid for all hours worked.

3. When an employee changes to a different work schedule, it must coincide with the start of a pay period.

J. LEAVE TIME ACCRUALS. Benefit leave time accruals will remain the same as designated in this Memorandum of Understanding.

K. HOLIDAYS.

1. If a holiday falls on the Friday the City is closed, the holiday will be observed on the preceding workday.

2. If a holiday falls on the employee's day off, a 10-hour day off must be taken within the same pay period as the holiday. An employee's alternate day off for the holiday must be approved by the department head.

3. On pay periods containing holidays where employees' regularly scheduled hours need to be altered, for those employees who are subject to FLSA requirements, additional work schedule adjustments may be required for the day that breaks their two 40 hour work periods within the pay period to ensure the 40 hour work periods are maintained.

4. Holidays occurring on an employee's regular 10-hour workday are not affected by the above schedule.

5. When a floating holiday is taken, employees taking the holiday on a 10-hour day will be charged 10 hours.

L. PAID SICK TIME/VACATION.

1. Employees using paid sick leave on a 10-hour day will be charged 10 hours.

2. If the scheduled hours are greater than the sick leave balance, the difference will be covered by:

   a. Use vacation or compensatory time.
   b. Other leaves.
   c. Absence without pay.

3. Vacation is charged in the same manner. Vacations occurring on 10 hour days will be charged 10 hours.

M. WORKERS COMPENSATION. Employees will be paid for industrial accident leave hours in accordance with their current 4/10 work schedule. An employee will return on the same 4/10 work schedule.

N. MILITARY LEAVE, JURY AND PAID EXTENDED SICK LEAVE. Employees ordered to military duty, summoned to jury duty, or on paid extended sick leave will be paid according to their current work schedule. After the completion of the military leave, jury duty, or paid extended sick leave, the employee will return to his/her regular 4/10 work schedule.

An employee shall not receive overtime (pay or comp time) when such leave falls on his/her day off.

O. DEPARTMENT HEAD RESPONSIBILITY. Changes to an employee's 4/10 work schedule must be coordinated through the department head, Human Resources and Finance to ensure that changes to and from the 4/10 Plan coincide with the beginning of a pay period.

P. The decision to implement any alternative work schedule, including the 9/80 Plan and the trial 4/10 Plan for the City Yard facility, City Hall, Community Center, Ehler's Event, and Stage Stop Hotel, is at the sole discretion of the City. The alternative work schedule may be revoked at any time by the City as long as 30 days notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer or meet and consult prior to revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

ARTICLE 40 – SUBSTANCE ABUSE

A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

B. It is in the best interest of the City, the Association, employees, and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe work environment, poor morale, and increased potential liability to the City. “Under the influence” means the knowing use of any illegal substance, alcohol, or knowing misuse of a prescribed drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.

C. An employee, not on paid standby, who is called at home to return to work may decline to return if he/she feels physically unable to perform his/her job even if the employee perceives that the inability to perform is the result of having consumed alcoholic beverages. No reason need be given by the employee and the employee shall not be subjected to discipline for his/her refusal to return to work.

D. The City provides an Employee Assistance program for employees who have problems with drugs and/or alcohol. Every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

E. The City may, upon showing of reasonable suspicion that this policy is being violated, compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense. “Reasonable suspicion” is a belief based on objective and articulable facts sufficient to lead a reasonable and prudent supervisor to suspect that an employee is “under the influence” in that the employee’s ability to perform the functions of the job is impaired or the employee’s ability to perform his/her job safely is reduced. Allegations of harassment pursuant to this paragraph shall be reported to the Human Resources Department. The Human Resources Department shall conduct an investigation into the alleged harassment and take appropriate corrective action as a result of its investigation. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

ARTICLE 41 – EMERGENCY MEDICAL ATTENTION

In case of emergency, an employee may seek immediate medical attention without having to wait for a supervisor to accompany him/her.

ARTICLE 42 – GRIEVANCE PROCEDURE

A. DEFINITION. A grievance shall be considered as any matter for which appeal is not provided for concerning a dispute about the interpretation or application of any ordinance, rule, or regulation governing personnel practices or working conditions.

B. PURPOSE.
   1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

   2. To afford employees, individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through discussions.

   3. To provide that grievances shall be settled as near as possible to the point of origin.

   4. To provide that grievances shall be heard and settled as informally as possible.

C. PROCEDURE. Whenever an employee feels that the policy of the City is not being appropriately applied to his/her circumstance, he or she can file a grievance to resolve the dispute. The limitation on filing a grievance must be within sixty (60) calendar days from the date the employee or the Association first became aware of, or should have become aware of, the issue(s) underlying the grievance. To file a grievance, he or she shall take the following action(s):

   1. The dispute should be discussed fully with the employee's most immediate supervisor, who should make every effort to resolve the dispute in a fair and equitable manner and in accordance with established policy. After the employee and the supervisor have discussed the incident, the supervisor will give the employee a verbal or written response within two working days.

   2. The process described above shall continue through the line of supervision, up to and including the department head, if the aggrieved party is not satisfied with the resolution at the initial or preceding step(s). However, the employee must notify the department head of the dispute in writing.

   3. Should the dispute not be resolved by the department head to the satisfaction of both parties, the employee will notify the Director of Human Resources of the dispute in writing. The Director of Human Resources will interview both parties in the dispute and others affected and report those findings to the City Manager and recommend steps to be taken to resolve the problem within the Department. Within 10 working shifts, the parties will be provided with a written response from the City Manager. The decision of the City Manager shall be the final step in the Administrative process.

ARTICLE 43 – ADVISORY ARBITRATION

City Council Resolution 1883, Personnel Rules and Regulations, Rule XVI, Section 2 and Section 5 shall be amended and is incorporated herein and attached as Exhibit E.

ARTICLE 44 – PERFORMANCE EVALUATION

The parties agree that performance evaluations may not be appealed to advisory arbitration. The appeal process shall end at the City Manager level as provided in the grievance procedure contained herein.

ARTICLE 45 – MEDICAL EXAMINATION

Each employee is eligible for an ultrasound imaging screening (body scan) of internal organs and cardiovascular system by the City's medical examiner each year, held typically during the health benefits open enrollment period. The individual employee's results of the examination shall be disclosed only to the individual participant and neither the City nor the Association shall have any right to an individual's examination results.

SIGNATURES
Adopted July 8, 2025

FOR THE
CITY OF BUENA PARK

Eddie Fenton
Assistant City Manager/
Director of Human Resources

Rebecca Valdez
Human Resources Manager

FOR THE BUENA PARK TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION

Alex Lester
Representative

Norm Wray
Representative

Ernestine Zapien
Representative

EXHIBIT A – PAY SCHEDULE – EFFECTIVE JULY 5, 2025
TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Account Clerk	117	23.96	4,153	49,837	25.11	4,352	52,229	26.28	4,555	54,662	27.56	4,777	57,325	28.90	5,009	60,112	30.27	5,247	62,962	31.03	5,379	64,542
Accountant	136	37.58	6,514	78,166	39.44	6,836	82,035	41.35	7,167	86,008	43.39	7,521	90,251	45.50	7,887	94,640	47.71	8,270	99,237	48.90	8,476	101,712
Accounting Technician	125	28.97	5,022	60,258	30.35	5,261	63,128	31.77	5,507	66,082	33.35	5,781	69,368	34.97	6,062	72,738	36.63	6,349	76,190	37.55	6,509	78,104
Administrative Assistant	123	27.59	4,782	57,387	28.95	5,018	60,216	30.32	5,256	63,066	31.76	5,505	66,061	33.33	5,777	69,326	34.93	6,055	72,654	35.80	6,205	74,464
Assistant Engineer	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Assistant Planner	134	35.89	6,221	74,651	37.58	6,514	78,166	39.43	6,835	82,014	41.35	7,167	86,008	43.38	7,519	90,230	45.48	7,883	94,598	46.62	8,081	96,970
Associate Planner	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Building Inspector	136	37.58	6,514	78,166	39.44	6,836	82,035	41.35	7,167	86,008	43.39	7,521	90,251	45.50	7,887	94,640	47.71	8,270	99,237	48.90	8,476	101,712
Building Inspector Technician	133	35.00	6,067	72,800	36.72	6,365	76,378	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	44.35	7,687	92,248	45.46	7,880	94,557
Buyer	126	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.13	5,916	70,990	35.81	6,207	74,485	37.53	6,505	78,062	38.47	6,668	80,018
Code Enforcement Officer	134	35.89	6,221	74,651	37.58	6,514	78,166	39.43	6,835	82,014	41.35	7,167	86,008	43.38	7,519	90,230	45.48	7,883	94,598	46.62	8,081	96,970
Code Enforcement Technician	121	26.31	4,560	54,725	27.59	4,782	57,387	28.91	5,011	60,133	30.30	5,252	63,024	31.74	5,502	66,019	33.31	5,774	69,285	34.14	5,918	71,011
Community Outreach Coordinator	123	27.59	4,782	57,387	28.95	5,018	60,216	30.32	5,256	63,066	31.76	5,505	66,061	33.33	5,777	69,326	34.93	6,055	72,654	35.80	6,205	74,464
Community Services Coordinator	131	33.38	5,786	69,430	35.01	6,068	72,821	36.73	6,367	76,398	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	43.34	7,512	90,147
Environmental Inspector	132	34.19	5,926	71,115	35.88	6,219	74,630	37.56	6,510	78,125	39.42	6,833	81,994	41.35	7,167	86,008	43.37	7,518	90,210	44.45	7,705	92,456
Executive Assistant	131	33.38	5,786	69,430	35.01	6,068	72,821	36.73	6,367	76,398	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	43.34	7,512	90,147
Homeless Outreach Coordinator	131	33.38	5,786	69,430	35.01	6,068	72,821	36.73	6,367	76,398	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	43.34	7,512	90,147
Housing and CDBG Analyst	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Housing Specialist	132	34.19	5,926	71,115	35.88	6,219	74,630	37.56	6,510	78,125	39.42	6,833	81,994	41.35	7,167	86,008	43.37	7,518	90,210	44.45	7,705	92,456
Human Resources Analyst	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Human Resources Specialist	132	34.19	5,926	71,115	35.88	6,219	74,630	37.56	6,510	78,125	39.42	6,833	81,994	41.35	7,167	86,008	43.37	7,518	90,210	44.45	7,705	92,456
Mailroom Aide	113	21.83	3,784	45,406	22.85	3,961	47,528	23.95	4,151	49,816	25.10	4,351	52,208	26.24	4,548	54,579	27.56	4,777	57,325	28.25	4,897	58,760

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – PAY SCHEDULE – EFFECTIVE JULY 5, 2025
TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Management Analyst	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Management Assistant	134	35.89	6,221	74,651	37.58	6,514	78,166	39.43	6,835	82,014	41.35	7,167	86,008	43.38	7,519	90,230	45.48	7,883	94,598	46.62	8,081	96,970
Marketing Assistant	114	22.32	3,869	46,426	23.38	4,053	48,630	24.50	4,247	50,960	25.67	4,450	53,394	26.87	4,658	55,890	28.19	4,886	58,635	28.89	5,008	60,091
Marketing Specialist	130	32.60	5,651	67,808	34.19	5,926	71,115	35.87	6,218	74,610	37.55	6,509	78,104	39.41	6,831	81,973	41.33	7,164	85,966	42.36	7,342	88,109
Office Assistant	114	22.32	3,869	46,426	23.38	4,053	48,630	24.50	4,247	50,960	25.67	4,450	53,394	26.87	4,658	55,890	28.19	4,886	58,635	28.89	5,008	60,091
Payroll Technician	129	31.85	5,521	66,248	33.37	5,784	69,410	34.99	6,065	72,779	36.68	6,358	76,294	38.44	6,663	79,955	40.29	6,984	83,803	41.30	7,159	85,904
Permit Technician	121	26.31	4,560	54,725	27.59	4,782	57,387	28.91	5,011	60,133	30.30	5,252	63,024	31.74	5,502	66,019	33.31	5,774	69,285	34.14	5,918	71,011
Planning Technician	121	26.31	4,560	54,725	27.59	4,782	57,387	28.91	5,011	60,133	30.30	5,252	63,024	31.74	5,502	66,019	33.31	5,774	69,285	34.14	5,918	71,011
Public Works Inspector	136	37.58	6,514	78,166	39.44	6,836	82,035	41.35	7,167	86,008	43.39	7,521	90,251	45.50	7,887	94,640	47.71	8,270	99,237	48.90	8,476	101,712
Secretary Clerk	118	24.51	4,248	50,981	25.74	4,462	53,539	26.92	4,666	55,994	28.26	4,898	58,781	29.58	5,127	61,526	31.02	5,377	64,522	31.80	5,512	66,144
Sr. Account Clerk	122	26.95	4,671	56,056	28.27	4,900	58,802	29.60	5,131	61,568	31.03	5,379	64,542	32.51	5,635	67,621	34.09	5,909	70,907	34.94	6,056	72,675
Sr. Accountant	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Sr. Accounting Tech.	129	31.85	5,521	66,248	33.37	5,784	69,410	34.99	6,065	72,779	36.68	6,358	76,294	38.44	6,663	79,955	40.29	6,984	83,803	41.30	7,159	85,904
Sr. Admin. Assistant	126	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.13	5,916	70,990	35.81	6,207	74,485	37.53	6,505	78,062	38.47	6,668	80,018
Sr. Building Inspector/Code Enf.	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Sr. Building Inspector/Plan Checker	146	47.84	8,292	99,507	50.19	8,700	104,395	52.63	9,123	109,470	55.18	9,565	114,774	57.89	10,034	120,411	60.75	10,530	126,360	62.27	10,794	129,522
Sr. Code Enforcement Officer	138	39.45	6,838	82,056	41.37	7,171	86,050	43.40	7,523	90,272	45.50	7,887	94,640	47.71	8,270	99,237	50.03	8,672	104,062	51.28	8,889	106,662
Sr. Engineering Tech.	138	39.45	6,838	82,056	41.37	7,171	86,050	43.40	7,523	90,272	45.50	7,887	94,640	47.71	8,270	99,237	50.03	8,672	104,062	51.28	8,889	106,662
Sr. Engineering Tech/GIS Specialist	144	45.58	7,901	94,806	47.80	8,285	99,424	50.13	8,689	104,270	52.57	9,112	109,346	55.17	9,563	114,754	57.86	10,029	120,349	59.31	10,280	123,365
Sr. Environmental Insp.	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Sr. Office Assistant	116	23.40	4,056	48,672	24.50	4,247	50,960	25.69	4,453	53,435	26.88	4,659	55,910	28.20	4,888	58,656	29.53	5,119	61,422	30.27	5,247	62,962
Sr. Planner	146	47.84	8,292	99,507	50.19	8,700	104,395	52.63	9,123	109,470	55.18	9,565	114,774	57.89	10,034	120,411	60.75	10,530	126,360	62.27	10,794	129,522
Sr. Public Works Insp.	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Storekeeper	125	28.97	5,022	60,258	30.35	5,261	63,128	31.77	5,507	66,082	33.35	5,781	69,368	34.97	6,062	72,738	36.63	6,349	76,190	37.55	6,509	78,104
Water Loss Specialist	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Water Quality Specialist	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – PAY SCHDULE – EFFECTIVE JULY 4, 2026
TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Account Clerk	117	25.16	4,361	52,333	26.37	4,571	54,850	27.59	4,782	57,387	28.94	5,016	60,195	30.35	5,261	63,128	31.78	5,509	66,102	32.58	5,647	67,766
Accountant	136	39.46	6,840	82,077	41.41	7,178	86,133	43.42	7,526	90,314	45.56	7,897	94,765	47.78	8,282	99,382	50.10	8,684	104,208	51.35	8,901	106,808
Accounting Technician	125	30.42	5,273	63,274	31.87	5,524	66,290	33.36	5,782	69,389	35.02	6,070	72,842	36.72	6,365	76,378	38.46	6,666	79,997	39.43	6,835	82,014
Administrative Assistant	123	28.97	5,022	60,258	30.40	5,269	63,232	31.84	5,519	66,227	33.35	5,781	69,368	35.00	6,067	72,800	36.68	6,358	76,294	37.59	6,516	78,187
Assistant Engineer	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Assistant Planner	134	37.68	6,531	78,374	39.46	6,840	82,077	41.40	7,176	86,112	43.42	7,526	90,314	45.55	7,895	94,744	47.75	8,277	99,320	48.95	8,485	101,816
Associate Planner	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Building Inspector	136	39.46	6,840	82,077	41.41	7,178	86,133	43.42	7,526	90,314	45.56	7,897	94,765	47.78	8,282	99,382	50.10	8,684	104,208	51.35	8,901	106,808
Building Inspector Technician	133	36.75	6,370	76,440	38.56	6,684	80,205	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	46.57	8,072	96,866	47.73	8,273	99,278
Buyer	126	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.84	6,212	74,547	37.60	6,517	78,208	39.41	6,831	81,973	40.39	7,001	84,011
Code Enforcement Officer	134	37.68	6,531	78,374	39.46	6,840	82,077	41.40	7,176	86,112	43.42	7,526	90,314	45.55	7,895	94,744	47.75	8,277	99,320	48.95	8,485	101,816
Code Enforcement Technician	121	27.63	4,789	57,470	28.97	5,022	60,258	30.36	5,262	63,149	31.82	5,516	66,186	33.33	5,777	69,326	34.98	6,063	72,758	35.85	6,214	74,568
Community Outreach Coordinator	123	28.97	5,022	60,258	30.40	5,269	63,232	31.84	5,519	66,227	33.35	5,781	69,368	35.00	6,067	72,800	36.68	6,358	76,294	37.59	6,516	78,187
Community Services Coordinator	131	35.05	6,075	72,904	36.76	6,372	76,461	38.57	6,686	80,226	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	45.51	7,888	94,661
Environmental Inspector	132	35.90	6,223	74,672	37.67	6,530	78,354	39.44	6,836	82,035	41.39	7,174	86,091	43.42	7,526	90,314	45.54	7,894	94,723	46.67	8,090	97,074
Executive Assistant	131	35.05	6,075	72,904	36.76	6,372	76,461	38.57	6,686	80,226	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	45.51	7,888	94,661
Homeless Outreach Coordinator	131	35.05	6,075	72,904	36.76	6,372	76,461	38.57	6,686	80,226	40.38	6,999	83,990	42.36	7,342	88,109	44.39	7,694	92,331	45.51	7,888	94,661
Housing and CDBG Analyst	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Housing Specialist	132	35.90	6,223	74,672	37.67	6,530	78,354	39.44	6,836	82,035	41.39	7,174	86,091	43.42	7,526	90,314	45.54	7,894	94,723	46.67	8,090	97,074
Human Resources Analyst	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Human Resources Specialist	132	35.90	6,223	74,672	37.67	6,530	78,354	39.44	6,836	82,035	41.39	7,174	86,091	43.42	7,526	90,314	45.54	7,894	94,723	46.67	8,090	97,074
Mailroom Aide	113	22.92	3,973	47,674	23.99	4,158	49,899	25.15	4,359	52,312	26.36	4,569	54,829	27.55	4,775	57,304	28.94	5,016	60,195	29.66	5,141	61,693

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – PAY SCHEDULE – EFFECTIVE JULY 4, 2026
TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Management Analyst	141	44.55	7,722	92,664	46.71	8,096	97,157	48.99	8,492	101,899	51.37	8,904	106,850	53.87	9,338	112,050	56.48	9,790	117,478	57.89	10,034	120,411
Management Assistant	134	37.68	6,531	78,374	39.46	6,840	82,077	41.40	7,176	86,112	43.42	7,526	90,314	45.55	7,895	94,744	47.75	8,277	99,320	48.95	8,485	101,816
Marketing Assistant	114	23.44	4,063	48,755	24.55	4,255	51,064	25.73	4,460	53,518	26.95	4,671	56,056	28.21	4,890	58,677	29.60	5,131	61,568	30.33	5,257	63,086
Marketing Specialist	130	34.23	5,933	71,198	35.90	6,223	74,672	37.66	6,528	78,333	39.43	6,835	82,014	41.38	7,173	86,070	43.40	7,523	90,272	44.48	7,710	92,518
Office Assistant	114	23.44	4,063	48,755	24.55	4,255	51,064	25.73	4,460	53,518	26.95	4,671	56,056	28.21	4,890	58,677	29.60	5,131	61,568	30.33	5,257	63,086
Payroll Technician	129	33.44	5,796	69,555	35.04	6,074	72,883	36.74	6,368	76,419	38.51	6,675	80,101	40.36	6,996	83,949	42.30	7,332	87,984	43.37	7,518	90,210
Permit Technician	121	27.63	4,789	57,470	28.97	5,022	60,258	30.36	5,262	63,149	31.82	5,516	66,186	33.33	5,777	69,326	34.98	6,063	72,758	35.85	6,214	74,568
Planning Technician	121	27.63	4,789	57,470	28.97	5,022	60,258	30.36	5,262	63,149	31.82	5,516	66,186	33.33	5,777	69,326	34.98	6,063	72,758	35.85	6,214	74,568
Public Works Inspector	136	39.46	6,840	82,077	41.41	7,178	86,133	43.42	7,526	90,314	45.56	7,897	94,765	47.78	8,282	99,382	50.10	8,684	104,208	51.35	8,901	106,808
Secretary Clerk	118	25.74	4,462	53,539	27.03	4,685	56,222	28.27	4,900	58,802	29.67	5,143	61,714	31.06	5,384	64,605	32.57	5,646	67,746	33.39	5,788	69,451
Sr. Account Clerk	122	28.30	4,905	58,864	29.68	5,145	61,734	31.08	5,387	64,646	32.58	5,647	67,766	34.14	5,918	71,011	35.79	6,204	74,443	36.69	6,360	76,315
Sr. Accountant	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Sr. Accounting Tech.	129	33.44	5,796	69,555	35.04	6,074	72,883	36.74	6,368	76,419	38.51	6,675	80,101	40.36	6,996	83,949	42.30	7,332	87,984	43.37	7,518	90,210
Sr. Admin. Assistant	126	31.15	5,399	64,792	32.62	5,654	67,850	34.21	5,930	71,157	35.84	6,212	74,547	37.60	6,517	78,208	39.41	6,831	81,973	40.39	7,001	84,011
Sr. Building Inspector/Code Enf.	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Sr. Building Inspector/Plan Checker	146	50.23	8,707	104,478	52.70	9,135	109,616	55.26	9,578	114,941	57.94	10,043	120,515	60.78	10,535	126,422	63.79	11,057	132,683	65.38	11,333	135,990
Sr. Code Enforcement Officer	138	41.42	7,180	86,154	43.44	7,530	90,355	45.57	7,899	94,786	47.78	8,282	99,382	50.10	8,684	104,208	52.53	9,105	109,262	53.84	9,332	111,987
Sr. Engineering Tech.	138	41.42	7,180	86,154	43.44	7,530	90,355	45.57	7,899	94,786	47.78	8,282	99,382	50.10	8,684	104,208	52.53	9,105	109,262	53.84	9,332	111,987
Sr. Engineering Tech/GIS Specialist	144	47.86	8,296	99,549	50.19	8,700	104,395	52.64	9,124	109,491	55.20	9,568	114,816	57.93	10,041	120,494	60.75	10,530	126,360	62.28	10,795	129,542
Sr. Environmental Insp.	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Sr. Office Assistant	116	24.57	4,259	51,106	25.73	4,460	53,518	26.97	4,675	56,098	28.22	4,892	58,698	29.61	5,132	61,589	31.01	5,375	64,501	31.78	5,509	66,102
Sr. Planner	146	50.23	8,707	104,478	52.70	9,135	109,616	55.26	9,578	114,941	57.94	10,043	120,515	60.78	10,535	126,422	63.79	11,057	132,683	65.38	11,333	135,990
Sr. Public Works Insp.	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Storekeeper	125	30.42	5,273	63,274	31.87	5,524	66,290	33.36	5,782	69,389	35.02	6,070	72,842	36.72	6,365	76,378	38.46	6,666	79,997	39.43	6,835	82,014
Water Loss Specialist	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774
Water Quality Specialist	139	42.45	7,358	88,296	44.50	7,713	92,560	46.68	8,091	97,094	48.95	8,485	101,816	51.33	8,897	106,766	53.83	9,331	111,966	55.18	9,565	114,774

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT B – COMPENSATION PLAN

A. PURPOSE. The purpose of this Plan is to establish a Merit system of compensation for all general employees represented by T.O.P. Association, based upon performance and productivity, with due consideration for all qualities of service and contribution to the City.

B. SALARY RANGES AND SALARY RATES. The establishment of salary ranges and salary rates and the allocation of classes thereto shall be by Resolution of the City Council. The type of appointment shall determine whether an employee's salary rate shall be on a biweekly or hourly basis.

1. Full-Time, Probationary, Provisional, Temporary, and Acting Appointments. An employee having a provisional, temporary, probationary, or acting appointment that is on a full-time basis, shall be compensated at a biweekly rate.

2. Other Appointments. An employee having any other type of appointment shall be compensated at an hourly rate.

C. RESPONSIBILITIES OF CITY MANAGER. Employees shall be paid at biweekly or hourly rates as determined by the City Manager, subject to the provisions of this Resolution.

At least annually the City Manager shall review the existing Compensation Plan and recommend to the City Council a salary range and salary rates for each class for which the City Manager is appointing authority. In determining salary range and salary rates, consideration shall be given to both base pay, fringe benefits, and working conditions.

D. COMPENSATION PROCEDURES – SALARY SCHEDULES.

1. Entry Level Salary Rates:

a. In General. Except as otherwise provided herein, all new employees shall be appointed at Step 1 of the salary range in effect for the class in which the appointment is made.

b. Exceptions. The City Manager may authorize such new appointments at a salary rate up to Step 7, when it is determined that equity among employees and the interests of the City will best be served.

c. Temporary Appointees. Persons employed or re-employed for part-time, temporary, or seasonal service may, upon written recommendation of the Department Head and approval of the City Manager, be compensated at any rate established for the class.

d. Acting Appointments. Acting appointments may carry additional compensation if recommended by the Department Head and approved by the City Manager when the City Manager determines that equity among employees and the interests of the City will best be served.

2. Step Increases within the Range. All salary increases within the range shall be made in five percent (5%) increments whenever possible.

   a. Step 1 is the minimum rate and is normally the hiring rate for the class.

   b. Employees are eligible to progress to the second and to third steps, anytime after completion of six months of service at the preceding step. These salary increases are awarded in recognition of good performance and as an incentive for continued work improvement. These increases shall be made only if recommended by the Department Head and approved by the City Manager.

   c. Employees are eligible for additional salary increases to the fourth, fifth, sixth or seventh steps, anytime after completion of one year of service at the preceding step on their salary anniversary date. These increases shall be made only if recommended by the Department Head and approved by the City Manager and are awarded in recognition of good performance and as an incentive for continued work improvement.

E. COMPENSATION UPON PROMOTION.

1. Every promotion from one class to a higher class shall carry a minimum salary increase of five percent. In the event a promotion is made within six months of the employee's salary anniversary date, the placement on the new range shall be to the step of the new range which shall be 7-1/2 percent or 10 percent over the current rate.

2. The probation and salary procedures for the promotional position shall follow those prescribed in the various applicable paragraphs of Section D.

3. If the promotion is to a position (class) assigned to a Salary Schedule other than the General Employees (T.O.P.) Salary Schedule, the probation and salary procedures shall follow those prescribed in the various applicable paragraphs of the Resolution for the appropriate Salary Schedule.

F. COMPENSATION ON DEMOTION.

1. Involuntary Demotion. An employee who is involuntarily demoted shall be reduced in salary to the nearest lowest salary rate of the class of position to which demoted. The employee shall not be required to serve a probationary period in the lower position unless specifically determined by the City Manager.

2. Voluntary Demotion. An employee who is demoted at the employee's own request shall retain the current salary rate if such rate is within the salary range of the lower classification. If the employee's salary rate prior to the demotion is higher than the maximum salary of the lower position, the employee shall receive the latter. The employee shall not be required to serve a probationary period in the lower position unless specifically determined by the City Manager.

G. FAILURE TO COMPLETE PROBATION PERIOD. The compensation of an employee who is rejected during a probation period in a classification and who is assigned to a classification having a lower salary range shall be as follows:

1. If the employee had previously completed a probation period in a lower classification, the employee shall not be required to serve another one; the employee's last salary rate in the lower position shall be the new salary rate upon reassignment to that position, and eligibility shall be earned to receive subsequent merit salary advancements in accordance with appropriate paragraphs in Section D.

2. If the employee had not previously completed a probation period in a lower classification, the effective date of reassignment to that class shall be the employee's new probationary anniversary date, and the employee shall be required to serve a probation period.

H. COMPENSATION ON POSITION RECLASSIFICATION. The salary of an employee in a position that is reclassified shall be determined as follows:

1. Class With Same Salary Range. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary review date of the employee shall not be changed. This provision shall also apply to a change of class title provided there is no change in the basic duties of the position.

2. Class With Higher Salary Range. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, the salary of the employee shall be governed by the Section on Compensation Upon Promotion.

3. Class With Lower Salary Range. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change and the employee shall not be required to serve a new probation period.

I. COMPENSATION ON TRANSFER. The salary rate and salary review date of an employee who is transferred in class shall not change.

J. COMPENSATION FOR PORTION OF PAY PERIOD. A regular or probationary appointee serving on a full-time basis who works less than a full biweekly pay period, except when on authorized leave of absence with pay, shall receive as compensation for such period an amount equal to the number of hours worked times the employee's hourly rate. The number of hours worked in such pay period shall include paid holidays.

K. CHANGES IN CLASS SALARY RANGE. If a class is allocated to a different salary range, an employee in a position in that class shall be compensated at the same numbered step in the new range as the employee was receiving in the previous range. The employee's salary review date shall not change.

L. COMPENSATION FOR ACTING APPOINTMENTS. Subject to the following conditions, an employee who is required on the basis of an acting appointment to serve in a class with a higher salary range than that of the class in which the employee is normally assigned shall receive the entry level salary rate of the higher salary range or the rate five (5%) percent higher than the rate the employee normally receives, whichever is greater, for all such hours assigned.

1. The employee must perform all the duties and assume all the responsibilities of the higher class.

2. Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent lasting longer than 30 days or the temporary filling of newly budgeted positions where the needs of the City require that the position be filled.

3. Acting appointments shall not receive merit increases and shall not be permitted for a period in excess of six continuous months, except in the manner provided in 2.20.080 of the Buena Park City Code.

4. The City Manager must approve all such appointments upon findings which meet the criteria set forth in this paragraph.

M. CHANGES IN SALARY ANNIVERSARY DATE. The granting of any leave of absence without pay exceeding 30 calendar days shall result in a new salary anniversary date. For the purpose of computing the new salary anniversary date, it shall be the number of calendar days of the employee's leave in excess of 30 calendar days.

N. PROBATIONARY APPOINTMENT FOLLOWING PROVISIONAL APPOINTMENT. Notwithstanding the other provisions of this Resolution, a provisional appointee in a class who, without a break in service, receives a probationary appointment to a position in the same class shall be eligible for consideration for a salary advance

after six months of satisfactory service, including provisional service. This appointment shall be as evidenced in writing by the Department Head and approved by the City Manager, and shall accrue leave benefits from the date of the provisional appointment.

The employee's probation period shall commence with the date of provisional appointment. Satisfactory completion of such probation period shall be on written recommendation of the department head and approval of the City Manager.

The salary advance provision of this section shall not apply when a provisional appointee in a class receives, without a break in continuous City service, a probationary appointment to a position in a different class having a higher salary range. The salary review date of such appointee shall be the date of the probationary appointment.

O. CONSIDERATION OF EMPLOYEE REQUESTS. Any employee shall have the right to consideration by the City Manager of any request with respect to a claimed inequity resulting from the strict application of any of the sections contained herein. The employee shall submit to the Department Head a written statement of the claimed inequity and the employee's request. The Department Head shall promptly forward the statement and the employee's along with a written recommendation to the City Manager.

P. CONTINUITY OF SERVICE REQUIREMENTS. Continuous service, as required for advancement within salary ranges and for other purposes specified in this Resolution, is defined as City Employment on a probationary, regular, or acting appointment basis without break or interruption.

Q. AVOIDANCE OF INEQUITIES. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any of the provisions of this Resolution.

R. ADMINISTRATIVE REGULATIONS. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution. Prior to issuance, such regulations shall be referred to the City Attorney as to their conformance with this Resolution. At least annually such regulations shall be considered for possible incorporation in a revision of this Resolution.

EXHIBIT C – HIRING OF EMPLOYEE RELATIVES

The hiring of relatives of City employees is based upon the following criteria:

A “relative” is defined as a spouse, child, step-child, parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, aunt, uncle, niece, nephew, grandchild, grandparent, regardless of their place of residence, or any other individual related by blood or marriage living within the same household as the City employee.

An “employee” is defined as any person who receives a City payroll check for services, full or part-time rendered to the City of Buena Park.

The employment of relatives of City employees within the City of Buena Park is limited to the following situations: Any relative of a Council Member, the City Manager, or employees of the Human Resources Department shall not be considered for employment within the City of Buena Park in any capacity, either full-time or part-time.

Any relative of a City-appointed commissioner, board or committee member, or department manager may not be considered for employment within the department or area of responsibility of such City-appointed commissioner, board or committee member or department manager. The employment of relatives of all other City employees is prohibited within the department of the existing employee when such related employee may perform joint duties, share responsibility or authority, report to the same immediate supervisor; or be supervised by or would supervise a relative.

Relatives of City employees, except for relatives of Council Members, the City Manager, Human Resources staff, City-appointed commissioners, board or department managers may be hired for seasonal assignments. However, such employment shall not exceed 20% of the compliment of seasonal employees in that classification and shall be selected only by an open recruitment process.

City employees who are related as described above, shall not be affected in their current job status except when the City Manager determines that the circumstances of such employment raises an undue hardship upon the other employees within the particular work unit and that such employment is detrimental to the supervision, safety, security or morale of the particular work unit.

If two existing City employees become married and their employment conflicts with the policy stated above, they may continue employment provided that such employment does not directly or indirectly place an undue hardship upon other employees within the particular work unit of the married couple and such employment is not detrimental to the supervision, safety, security or morale of the particular work unit. The City Manager shall determine whether or not such detriment or undue hardship exists.

The City Manager is authorized to issue written guidelines to implement and enforce this policy. All determinations made by the City Manager shall be final and conclusive and not subject to Section 2-136 of the Administrative Section of the City Code. In all situations where the City Manager determines a conflict to exist between existing or future related employees, the City Manager shall attempt to resolve such conflict in the following manner:

A. Attempt to redefine the job responsibilities of the related employees within the department to minimize the conflict.

B. If such redefinition of job status is not feasible, attempt to transfer one of the employees to a similar position (without guarantee of identical salary) that would not be in violation of this policy.

C. If transfer is not feasible or acceptable, request the voluntary resignation of one of the employees.

D. If one of the employees does not voluntarily resign, the employee with the least employment experience in the City of Buena Park may be discharged by the City Manager.

EXHIBIT D – HARASSMENT IN EMPLOYMENT POLICY

I. PURPOSE OF POLICY

A. To define and issue to all employees the City's policy on the prohibition and prevention of harassment, discrimination, retaliation and bullying in the workplace.

B. To fully inform all employees of their right to have a safe work environment and be free of unlawful harassment, discrimination, retaliation, and bullying in the workplace.

C. To fully inform all employees that the City of Buena Park does not and will not tolerate any conduct that is believed to violate this Policy in the workplace.

D. To inform all employees of their rights if they believe that they are or have been the victim of harassment, discrimination, retaliation, and bullying.

E. To provide a means for the prompt reporting and full and effective investigation of harassment, discrimination, retaliation, and bullying complaints and to provide for effective remedial action against the harasser and for the victim.

II. STATEMENT OF POLICY

It is the policy of the City that it will not tolerate verbal or physical conduct by any employee which harasses, discriminates, retaliates, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment. In addition to prohibiting all forms of harassment, discrimination and retaliation, the City also prohibits any form of "intimidation or bullying" in the workplace or elsewhere, such as at offsite events.

Harassment or discrimination against an applicant, unpaid intern, volunteer, or employee by a supervisor, management employee, elected or appointed official, co-worker, member of the public, or contractor on the basis of race, religion , color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, or any other protected classification as defined below is prohibited and will not be tolerated.

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Harassment violates Title VII of the Civil Rights Act of 1974, the California Government Code, and regulatory guidelines of the Equal Employment Opportunity Commission and the California Fair Employment and Housing Commission.

All employees will be expected to comply with this Policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this Policy against harassment, discrimination, retaliation, and bullying in the workplace. Based on the seriousness of the offense, disciplinary action will be taken up to and including termination.

When a violation of this Policy is reported, an investigation shall be conducted to determine if there was knowledge, or should have been knowledge, on the part of any supervisor, and whether any supervisor had failed to take immediate and appropriate corrective action.

Negligent supervision, tacit approval by "turning a blind eye", treating the situation as a joke, failure to take action, or concealing a situation will subject the supervisor involved to disciplinary action.

Disciplinary action or other appropriate sanction up to and including termination will be instituted for prohibited behavior as defined below.

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction or disciplinary action up to and including termination.

III. DEFINITION OF HARASSMENT

A. Protected Classifications: This policy prohibits harassment or discrimination because of an individual's protected classification. "Protected Classification" includes race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), and military or veteran status.

B. Policy Coverage: This Policy prohibits the employer, elected or appointed officials, officers, employees, or contractors from harassing or discriminating against applicants, officers, officials, employees, unpaid interns, volunteers, or contractors because of: 1) an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

C. Discrimination: This policy prohibits treating individuals differently because of the individual's protected classification as defined in this Policy.

D. Harassment may include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Note that harassment is

not limited to conduct that city employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public:

1. Verbal Harassment – For example, epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

2. Physical Harassment – For example, assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, proposition, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

3. Visual Forms of Harassment – For example, derogatory posters, notices, bulletins, cartoons, emails, pictures or drawings related to a protected classification.

4. Sexual Harassment – Unwelcome sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or creates an intimidating, hostile or offensive work environment.

E. Guidelines for Identifying Harassment: To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.

4. Even visual, verbal, or physical conduct between two individuals who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

F. Retaliation: Any adverse conduct taken because an applicant, employee or contractor has reported harassment, discrimination, or bullying or has participated in the complaint and investigation process described herein, is prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment, discrimination, or bullying, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment, discrimination, or bullying, or real or implied threats of intimidation to prevent an individual from reporting harassment, discrimination, or bullying. The following individuals are protected from retaliation: those who make good faith reports of harassment, discrimination, or bullying, those who associate with an individual who is involved in reporting harassment, discrimination, or bullying, and those who participate in the complaint or investigation process.

IV. DEFINITION OF BULLYING

A. All employees, consultants, independent contractors, and visitors have the right to be treated with respect. Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment.

Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or any use of violence; graffiti; name calling, sarcasm, spreading rumors, and teasing. Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chat room misuse, mobile threats by text messaging, or calls or misuse of cameras and video equipment. Under certain circumstances, bullying can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public.

V. DEFINITION OF EMPLOYEE

For the purposes of this policy, an employee shall be defined as any individual, regardless of classification, employed by the City of Buena Park, or job applicants, unpaid interns, volunteers, or contractors working under the supervision of the City, vendors and contract employees.

VI. COMPLAINT PROCEDURE

A. Any employee, job applicant, unpaid intern, volunteer, or contractor who believes he or she has been the subject of harassment or any form of bullying should report the alleged act immediately verbally or in writing with any of the following. There is no need to follow the chain of command:

1. Immediate supervisor;
2. Any supervisor or manager within or outside of the department;
3. Department Head; or
4. Director of Human Resources.

B. The limitation on reporting alleged acts of harassment, discrimination, retaliation, and bullying must be within twelve months of the incident or incidents.

C. If a complaint involves a supervisor or manager, the complaint shall be filed directly with the department head or Director of Human Resources.

D. Any supervisor or department head who receives a harassment, discrimination, retaliation, or bullying complaint is to immediately notify the Director of Human Resources.

E. Upon notification of a harassment, discrimination, retaliation or bullying complaint, the Director of Human Resources will:

1. Inform the complainant of his or her right to initiate the complaint.

2. Authorize the investigation of the complaint and supervise a fair and thorough investigation of the complaint by impartial and qualified personnel and/or investigate the complaint.

3. Investigation of a complaint will include interviewing the complainant, accused harasser and any named or apparent witness. Employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

4. All complaints will be handled in a timely and confidential manner. In no event will information be released to anyone who is not involved with the investigation; nor will anyone involved be permitted to discuss the subject outside the investigation.

5. Review factual information gathered through the investigation to reach a reasonable conclusion to determine whether the alleged conduct constitutes harassment, discrimination, retaliation, or bullying giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual or sexual favor aspect of the advance, and the context in which the alleged incidents occurred.

6. Timely report a summary of the results of the investigation and the determination as to whether harassment, discrimination, retaliation or bullying occurred to the appropriate person including complainant, alleged harasser, supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.

7. If conduct in violation of this Policy occurred, take and/or recommend to the department head prompt and effective remedial action against the harasser. The remedial action will be commensurate with the severity of the offense. Notify the victim that necessary steps of corrective action have been taken to resolve the problem.

8. Reasonable steps will be taken to protect the victim and other potential victims from further harassment, discrimination, retaliation, or bullying.

9. Reasonable steps will be taken to protect the victim from any retaliation as a result of communicating the complaint.

F. The City takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination, retaliation or bullying may be occurring, regardless of whether the recipient or third party reports a potential violation.

G. Option to report to outside administrative agencies: An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal and a complaint process. The nearest offices and telephone numbers are listed on the posters that are located on City bulletin boards at the following locations:

- Human Resources Office
- Community Center
- Police Department
- City Yard
- Ehlers Event Center
- Stage Stop Hotel

VII. CONFIDENTIALITY

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. However, complete confidentiality cannot occur due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems

necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

VIII. RESPONSIBILITIES

Elected Officials, Appointed Officials, Managers, and Supervisors are responsible for:

1. Modeling appropriate and respectful behavior.
2. Informing employees, volunteers, and contractors of this Policy.
3. Taking all steps necessary to prevent harassment, discrimination, retaliation or bullying from occurring.
4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
5. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language and behavior.
6. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
7. Informing those who complain of harassment, discrimination, retaliation or bullying of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
8. Assisting, advising, or consulting with employees and the Director of Human Resources regarding this Policy and Complaint Procedure.
9. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with the City's Personnel Rules and Regulations, up to and including termination.
10. Implementing appropriate disciplinary and remedial actions.
11. Reporting potential violations of this Policy of which he or she becomes aware, regardless of whether a complaint has been submitted, to the Director of Human Resources or the department head.
12. Participating in periodic training and scheduling employees for training.

Each employee or contractor is responsible for:

1. Modeling appropriate and respectful behavior.
2. Treating all employees, volunteers, and contractors with respect and consideration.
3. Participating in periodic training.
4. Fully cooperating with the City's investigations by responding fully and truthfully to all questions posed during the investigation.

5. Maintaining the confidentiality of any investigation that the City conducts by not disclosing the substance of any investigatory interview, except as directed by the department head or Director of Human Resources.
6. Reporting any act he or she believes in good faith constitutes, harassment, discrimination, retaliation or bullying as defined in this Policy, to his or her immediate supervisor, or department head, or Director of Human Resources.

IX. MANDATORY TRAINING

As part of its commitment to ensuring a work environment free from bullying, harassment, and discrimination, the City requires that all of its supervisors and elected officials receive training on this Policy at least once every two years. Human Resources will schedule multiple training sessions in the Spring biennially to ensure that employees and elected officials are able to attend the mandatory training. Attendance at the training will be documented.

X. DISSEMINATION OF POLICY

All Elected Officials and City employees, supervisors and managers shall receive a copy of this Policy. All management personnel will be informed of their responsibilities in enforcing this policy. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this Policy.

This Policy shall be posted in appropriate places.

EXHIBIT E – ADVISORY ARBITRATION

With respect to the bargaining members in this unit, City Council Resolution 1883, Rule XVI shall be amended as follows:

Section 2: Disciplinary Procedures

(h) Appeal to City Manager: The employee, upon receipt of notice of the imposition of disciplinary action against him, shall have the right to appeal the Department Head's decision in writing to the City Manager, except that an oral or written reprimand may not be so appealed. Said appeal shall be delivered to the City Manager within ten (10) business days of the employee's receipt of notice of the imposition of discipline. Otherwise, the Department Head's action shall be final and binding.

(i) Should the employee desire to appeal the Department Head's decision directly to advisory arbitration rather than having the matter reviewed by the City manager, he may do so by filing with the Human Resources Director within ten (10) business days of his receipt of the notice of imposition of discipline by the Department Head, a written appeal to the City Council. Said written appeal shall be in form and content as required by these rules and, in addition, shall state that the employee knowingly and intentionally waives his opportunity to have the action of the Department Head first reviewed by the City manager. In such a situation, the provisions of subparagraphs (h) and (i) of this Section 2 shall be deemed inapplicable to the subject proceeding.

…

(j) Advisory Arbitration: The employee, upon receipt of notice of the affirmation of disciplinary action against him by the City Manager, whether by way of total affirmation or modification of the Department Head's action, shall have the right to appeal the City Manager's decision in an advisory arbitration; except that an oral or written reprimand as provided by these Rules may not be so appealed. Said appeal shall be delivered to the Human Resources Director within ten (10) business days of the employee's receipt of notice of the City Manager's action. Otherwise, the City Manager's action shall be final and binding. The advisory arbitration shall be conducted in accordance with the provisions of Section 5 of this Rule XVI.

Section 5: Advisory Arbitration

(a) Any regular employee shall have the right to appeal a decision by the City Manager involving dismissal, demotion, reduction in pay or suspension, or of a Department Head, if City Manager review is waived by the employee, provided, however that only one (1) advisory arbitration hearing shall be allowed as to any one (1) disciplinary action.

(b) The employee's appeal shall be heard in an advisory arbitration by an impartial hearing officer selected from a list of advisory arbitrators from the California State Mediation and Conciliation Service (SMCS). The City will pay SMCS's fee for providing the list.

(c) The employee may be represented by his/her Association/Union representative, any other regular employee of the City, or his/her attorney.

(d) The hearing officer shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party.

(e) If both parties request that the hearing be recorded by a certified shorthand reporter, then the expenses for such recording services shall be borne equally by the City and the employee. If only one party requests that the hearing be recorded by a certified shorthand reporter, then that party alone will bear the expenses. Each party shall be responsible for any specialized or extraordinary services they might individually request.

(f) The expenses for the hearing officer shall be borne equally by the City and the employee, and each party shall be responsible for expenses they incur. The maximum expense for the hearing officer borne by the employee is $2,000. Effective July 2, 2015, the Association shall be responsible for the shared expenses for the hearing officer up to a maximum $2,000 as described by this subparagraph (f).

(g) After the close of the hearing, the hearing officer shall prepare a written advisory award and findings of fact and conclusions of law based on the evidence presented at the hearing, and shall present his/her findings to the City Council and the employee within thirty (30) calendar days, or a longer period of time as stipulated by the parties. In rendering an award, the hearing officer shall be limited to the express terms of this document and shall not have the power to modify, amend, or delete any terms or provisions of this document. Failure of either party to insist upon compliance with any provision of this document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

(h) At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.

(i) Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which party called him/her to testify, and to rebut the evidence against him/her.

(j) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(k) The City Council shall review the hearing officer’s recommendation, but shall not be bound thereby. The City Council shall adopt, amend, modify or reject the recommended findings, conclusions and/or opinion of the hearing officer. Prior to making a decision

which adopts the hearing officer's recommendation, the City Council may order and read the transcript, at the Council's discretion. Prior to making a decision which modifies or rejects the hearing officer's recommendation, the City Council shall order and read the transcript of the Board hearing.

(l) The City Council shall not conduct a de novo hearing. The City Council may, at its sole option, allow limited oral arguments from either party before making a decision.

(m) The decision of the City Council shall be final and binding, subject only to review by the courts under California Code of Civil Procedure section 1094.5.

(n) The City staff shall notify the appellant in writing, within five working days of the City Council's decision. Such notice shall indicate the effective date of the action to be taken.

July 8, 2025
NEW BUSINESS
Item No. 5E.

City Council Agenda Report

RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK POLICE ASSOCIATION (BPPA)

PREPARED BY	PRESENTED BY
Rebecca Valdez, Human Resources Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving a successor Memorandum of Understanding (MOU) between the City of Buena Park and the Buena Park Police Association (BPPA); and 2) Approve a budget amendment in the amount of $4,595,200 from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City's labor contract with the Buena Park Police Association (BPPA) expires July 4, 2025. The City and BPPA representatives have been meeting since March 2025 to develop a successor MOU. In accordance with the Meyers-Milias-Brown Act, the City and BPPA representatives exchanged ideas and proposals, met-and-conferred on matters of concern, and have reached a tentative agreement on the terms and conditions of employment. Attached for review and approval is a new two-year MOU. In an effort to continue positive labor relations and recognizing the value of having labor stability with employment contracts for two years with the BPPA, the City and BPPA agreed upon a five percent (5%) cost of living adjustment each year, an additional six and one-half percent (6.5%) salary adjustment for sworn and dispatch personnel, and an additional five percent (5%) salary adjustment for professional staff for the next fiscal year. As a result of the positive negotiations, a tentative agreement has been reached on a successor Memorandum of Understanding (MOU) and it was ratified by the BPPA members.

This document is presented to the City Council for review and approval as the final step in the labor negotiation process. It reflects the same language as presented to the City Council in properly-noticed closed sessions on labor negotiations, as allowed under the Brown Act. Listed below is a summary of significant changes to the successor MOU.

1. TERM

Two-year Contract: July 5, 2025 – July 2, 2027

2. BASE PAY SCHEDULE

5% Cost of Living (COLA) increase effective July 5, 2025.

5% Cost of Living (COLA) increase effective July 4, 2026.

In an effort to address recruitment and retention of police sworn and police dispatcher classifications, each employee shall receive a 6.5% salary adjustment effective July 5, 2025.

In an effort to address recruitment and retention of hard-to-fill professional staff classifications, the following classifications in the unit shall receive a 5% salary adjustment effective July 5, 2025.

a. Forensic Specialist
b. Lead Police Services Officer
c. Police Records Clerk
d. Police Records Supervisor
e. Police Recruit
f. Police Services Officer
g. Property Technician
h. Traffic Enforcement Specialist
i. Administrative Assistant
j. Senior Administrative Assistant
k. Senior Account Clerk

3. SPECIAL ASSIGNMENT PAY

A sworn employee assigned to perform the duties below shall receive the following additional amounts:

- Detectives $500 per month
- Motor Officer $500 per month

In lieu of a take-home motorcycle for Motor Officers, the City offers said Motor Officer a monthly car allowance of $400 per month.

4. CLOTHING ALLOWANCE

Sworn personnel assigned to the special weapons and tactical unit (SWAT) shall receive an additional $670 annual allowance for the replacement and maintenance of uniforms.

5. MEDICAL INSURANCE CONTRIBUTION

For coverage effective: July 1, 2025

- Employee Only $1,248 ($50 increase)
- Employee & One Dependent $1,820 ($100 increase)
- Employee & 2 + Dependents $2,269 ($150 increase)

For coverage effective: July 1, 2026

- Employee Only $1,298 ($50 increase)
- Employee & One Dependent $1,920 ($100 increase)
- Employee & 2 + Dependents $2,419 ($150 increase)

6. DENTAL INSURANCE ENHANCEMENTS

Effective January 1, 2026 - Increase Ortho Lifetime Maximum to $2,000 and add Adult Ortho coverage for both Plan A & B.

Increase the number of teeth cleanings to three cleanings for both Plan A & B.

7. VISION INSURANCE ENHANCEMENTS

Effective January 1, 2026 - Increase Frames and Contact Lens Allowances to $200.

Add second Pair Benefit for $20 co-pay. Second Pair can be used for second pair of glasses or Contact Lenses.

8. INTRODUCE AN ALTERNATIVE WORK SCHEDULE ("4/11 – 3/11" shift schedule)

4/11 – 3/11 Compressed Work Schedule for Patrol, Dispatch, and Records

Employees would alternate weekly, working four 11-hour shifts one week and three 11-hour shifts the following week, totaling 77 hours worked over two weeks. This leaves the employee three hours short of the standard 80 hours biweekly. Over a 28-day cycle, the employee would owe six hours (payback).

BUDGET IMPACT

The total budget impact for the implementation of the proposed Memorandum of Understanding over the two-year term of the agreement is estimated at $4,595,200. A budget amendment in the amount of $4,595,200 is required to fund the agreement. These changes comply with the authorization provided by the City Council.

Attachments

Reso MOU for BPPA 2025 Att1of2 Reso.pdf
Police MOU 2025.07.08 Final.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BUENA PARK POLICE ASSOCIATION EFFECTIVE JULY 5, 2025, AND SUPERSEDING RESOLUTION NO. 14696

WHEREAS, the City Council has designated the Assistant City Manager/Director of Human Resources as the City of Buena Park's lead negotiator to meet and confer in good faith with the representatives of the Buena Park Police Association (Association); and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) the Assistant City Manager/Director of Human Resources has met and conferred in good faith with the representatives of the Association on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached a tentative agreement and have jointly prepared a written Memorandum of Understanding and Compensation Plan which are attached to this resolution and incorporated herein; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City;

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine and order as follows:

Section 1: The Memorandum of Understanding between the City and the Association dated June 6, 2023, is hereby repealed.

Section 2: Resolution No. 14696 is superseded. All conflicting Resolutions of the City are repealed.

Section 3: The Memorandum of Understanding between the City and the Association effective July 5, 2025, and attached hereto is approved.

PASSED AND ADOPTED this 8th day of July 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 8th day of July 2025.

_____
City Clerk

July 5, 2025 – July 2, 2027

BUENA PARK POLICE ASSOCIATION

MEMORANDUM OF UNDERSTANDING

NO. 25-27

ADOPTED ____, RESOLUTION NO. ____

MEMORANDUM OF UNDERSTANDING
BUENA PARK POLICE ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF BUENA PARK, CALIFORNIA
(Hereinafter called CITY)
and
THE BUENA PARK POLICE ASSOCIATION
(Hereinafter called ASSOCIATION)

EMPLOYER – EMPLOYEE RELATIONS

PREAMBLE

Pursuant to California law, representatives of the City and the Association (a duly recognized employee organization), have met and conferred in good faith and have reached an agreement and recommend that the Buena Park City Council adopt this Memorandum of Understanding (MOU).

ARTICLE 1 – TERM

The term of this Memorandum of Understanding shall be July 5, 2025, through midnight on July 2, 2027, unless otherwise specified in provisions hereinafter. Terms and conditions of employment already in effect on July 4, 2025, shall be considered minimums for the purpose of this agreement except as amended or repealed by specific provisions hereinafter.

ARTICLE 2 – REPRESENTATION AND RECOGNITION

The Association is the only employee organization entitled to meet-and-confer in good faith on matters within the scope of representation on behalf of employees in the Police Unit, which shall consist solely of the classifications listed in Exhibit A and B.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as expressly abridged or modified herein, the City retains all rights, powers and authority with respect to the management and direction of the performance of City services and the work forces performing such services, provided that nothing herein shall change the City's obligation to meet-and-confer on all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and terms and conditions of employment or be construed as granting the City the right to make unilateral changes on matters within the scope of representation. However, the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law and executive order.

Neither the City nor the Association waives any rights under the law by agreeing to this clause and it is the intent of the parties that the scope of representation be defined by California statutory and case law.

ARTICLE 4 – EXISTING CONDITIONS OF EMPLOYMENT

Except as expressly provided herein, during the term of this Memorandum of Understanding there shall be no changes in existing benefits, and terms and conditions of employment which have been expressly provided in prior Memoranda of Understanding, and/or expressly provided in the various Ordinances and Resolutions of the City of Buena Park.

ARTICLE 5 – MEET AND CONFER PROCESS

The Association and City have met and fully discussed terms and conditions of employment. Under the Meyers-Millias-Brown Act, no additional items will be placed under discussion for purposes of meet-and-confer unless mutually agreed.

The parties shall cooperate to improve the format, clarity, and consistency of the Memorandum of Understanding.

ARTICLE 6 – SAVINGS AND REOPENER

In the event that any portion of this Memorandum of Understanding is found to be unlawful or unenforceable by a court of competent jurisdiction, such defect shall not affect the lawfulness of enforceability of any other portion.

In the event that any state or federal legislative, executive or judicial act purports to negate any economic wage or other term or condition of employment under this agreement, the parties agree to discuss whether the state or federal act should be challenged in a court of competent jurisdiction while the agreement remains unchanged, or in the alternative, whether the agreement should be reopened for the sole purpose of agreement upon an equivalent economic wage or other term or condition of employment which would be legally permissible under the terms of the state or federal act. A decision to leave the agreement unchanged and challenge the state or federal act must be made by the mutual agreement of the City and the Association.

PAY

ARTICLE 7 – ASSIGNMENT OF CLASSES TO PAY RANGES

Each classification is assigned to a pay range as shown in Exhibit A and B.

ARTICLE 8 – BASE PAY SCHEDULE

A. The schedule of base pay rates is contained in Exhibit A and B.

B. All classifications in Exhibit A – Sworn Group Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 5, 2025.

C. All classifications in Exhibit B – Professional Staff Group Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 5, 2025.

D. All classifications in Exhibit A – Sworn Group Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 4, 2026.

E. All classifications in Exhibit B – Professional Staff Group Pay Schedule shall receive a 5% increase to each step within the pay schedule effective July 4, 2026.

In an effort to address recruitment and retention of sworn and dispatcher classifications:

F. All classifications in Exhibit A – Sworn Group Pay Schedule shall receive a 6.5% salary adjustment to each step within the pay schedule effective July 5, 2025.

G. Police Dispatcher series classifications in Exhibit B – Professional Staff Group Pay Schedule shall receive a 6.5% salary adjustment to each step within the pay schedule effective July 5, 2025.

In an effort to address recruitment and retention of hard-to-fill Police Department classifications:

H. The following classifications in Exhibit B – Professional Staff Group Pay Schedule shall receive a 5% salary adjustment to each step within the pay schedule effective July 5, 2025.

    a. Forensic Specialist
    b. Lead Police Services Officer
    c. Police Records Clerk
    d. Police Records Supervisor
    e. Police Recruit
    f. Police Services Officer
    g. Property Technician
    h. Traffic Enforcement Specialist

i. Administrative Assistant
j. Senior Administrative Assistant
k. Senior Account Clerk

ARTICLE 9 – BILINGUAL PAY

An employee hired before October 13, 2012, shall receive an additional four percent of base pay if the following conditions are met:

A. The employee passes a qualifying examination administered by the Human Resources Office.

B. The employee must use bilingual skills as required by the City.

A Professional employee hired on or after October 13, 2012, shall receive an additional $70 per month. Police Dispatcher, Lead Police Dispatcher, and Police Dispatcher Supervisor Job Classifications shall receive an additional $300 per month. A safety employee hired on or after October 13, 2012, shall receive an additional $300 per month if the conditions listed above (A & B) are met.

ARTICLE 10 – LONGEVITY PAY

A. The City agrees to implement a longevity pay program to be administered in the following manner:

1. Employees with 20-24 years of City service shall receive a three (3%) base salary adjustment on an annual basis.

2. Employees with 25 years or more of City Service shall receive a five (5%) base salary adjustment on an annual basis.

ARTICLE 11 – SPECIAL ASSIGNMENT PAY

A. SPECIAL ASSIGNMENTS. A sworn employee assigned to the duties indicated shall receive the following additional amounts:

	Monthly Rate
• Motor Officer	$500
• Detectives	$500
• Professional Standards Sergeant	$150
• Commercial Enforcement Officer	$150
• Mounted Patrol	$500

In lieu of a take-home motorcycle for Motor Officers, the City offers said Motor Officer a monthly car allowance of $400 per month.

B. EXTRA DUTY DETAIL. Businesses and community agencies contract with the Police Department to provide police services such as security at special public and private events. The work performed is solely at the employee's option and the employer is separate and independent from the primary employer (the City). The extra duty detail rate is paid at Step 7 of the Police Officer classification at time and one-half.

ARTICLE 12 – SHIFT DIFFERENTIAL PAY

A. Professional Staff who work on Watch #1 (2130 – 0730) or Watch #3 (1630-0230) shall receive additional monthly pay in accordance with this schedule:

Time Worked	Pay
• Full-Time	$175.00
• Less than full-time but more than one day per pay period	$ 87.50

B. A sworn employee assigned to the patrol bureau and assigned full-time to the overnight shift Watch #1 (2130 – 0730) deployment shall receive an additional $150 per month.

C. A Police Sergeant assigned to the patrol bureau and assigned full-time to the overnight shift Watch #1 (2130 – 0730) deployment shall receive an additional $200 per month.

ARTICLE 13 – MATRON PAY

A full-time Police Records Clerk assigned by the Chief of Police (or designee) to search female prisoners and assist in the booking process shall receive an additional $150 per month.

ARTICLE 14 – OVERTIME PAY

A. OVERTIME. An employee required to work in excess of 40 hours in a seven day cycle shall receive pay at the rate of time and one-half his/her regular rate of pay. The regular rate of pay shall include the following components in addition to base pay:

- Shift Differential
- Educational Incentive
- Bilingual Pay
- Acting Pay
- Special Assignment Pay
- Longevity Pay
- Excess Medical
- Waiver of Medical Insurance

In determining an employee's eligibility for the overtime regular rate, paid and unpaid leaves of absences shall be excluded from the total hours worked. Paid leaves of absence include, but are not limited to, the following:

- Vacation
- Holiday Leave
- Sick Leave
- Administrative Leave
- Compensatory Leave
- Workers' Compensation Leave
- Jury Duty
- Bereavement Leave
- Military Leave

For overtime not otherwise paid at the regular rate, it shall be paid at time and one-half of the hourly equivalent of the employee's base pay rate for all hours worked in excess of the employee's daily work schedule, or for all hours earned in excess of 40 hours per week. The term "earned" shall include hours for vacation, holiday, sick leave and jury duty.

Notwithstanding the above, an employee assigned to patrol who must work overtime beyond the end of his/her regularly scheduled shift ("shift extension duty" due to such activities as dispatched calls, processing arrests, report writing, and jail transportation), shall be entitled to time and one-half overtime irrespective of paid leave time exclusions.

Notwithstanding the above, an employee called to Court on his/her off-duty hours shall be entitled to time and one-half overtime irrespective of paid leave time exclusions.

There shall be no pyramiding of overtime. Hours worked by an employee in any workday or workweek on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

B. COMPENSATORY TIME.

1. **Fair Labor Standards Act (FLSA).** In lieu of receiving overtime pay pursuant to Paragraph A above, an employee may elect to receive compensatory time off on a time and one-half basis. The employee shall be allowed to "bank" compensatory time at a time and one-half basis. No employee shall accrue more than 100 hours of such compensatory time without the approval of the Chief of Police (this 100 hour maximum bank is in conjunction with Section 2 below). Should any employee exceed 100 hours of accrued compensatory time, he/she shall be paid at time and one-half his/her regular rate. One time annually (Fiscal Year) an employee may cash out up to 40 hours.

An employee may use such compensatory time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

2. **Non Fair Labor Standards Act (Non-FLSA).** Overtime hours not otherwise subject to the FLSA regular rate of pay (after taking paid leave time exclusions into account) may be taken as compensatory time off. Such hours shall be earned, banked, and taken off at the straight time rate. No employee shall accrue more than 100 hours of such compensatory time. (This 100 hour maximum bank is in conjunction with Section 1 above). Should any employee exceed 100 hours of accrued compensatory time, he/she shall be paid at time and one-half his/her base rate.

C. AUTHORIZATION.

1. All overtime requests must have the prior authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Calls for service beyond the end of duty time are considered as authorized.

2. An employee's failure to obtain prior approval may result in the denial of the overtime request.

3. The City may prescribe reasonable periods of overtime work to meet its operational needs.

D. CLOTHES CHANGING. Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on duty. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work.

Time spent in changing clothes before or after a shift, is not considered time worked and is not compensable in any manner whatsoever.

E. TRAINING TIME. Training time outside normally scheduled work hours shall be compensated pursuant to Code of Federal Regulations (CFR), Section 785.27, *et seq.*

Travel time outside normally scheduled work hours shall be compensated pursuant to CFR Section 785.33, *et seq.*

When feasible, the Department will adjust the employee's work schedule to minimize the impact of travel and training time.

F. CITY VEHICLE USE. An employee who is provided with a City vehicle (including motorcycles) to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

This provision does not preclude compensation in those situations in which an employee is required to perform emergency law enforcement duties during his/her travel to or from work as required by law. In such cases, appropriate compensation shall be provided.

G. CALL-BACK PAY. Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call-back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two hours work commencing when he/she leaves his/her residence, except that if the call-back is to attend a City or Departmental meeting, travel time shall not be considered as time worked.

Any call-back lasting two hours or less shall result in a credit for two hours worked. When added to the 10 hour day or 40 hour work week an employee shall end up with a net result of three (3) hours pay or compensatory time (2 hours at time and one-half). Any call-back lasting more than two hours shall result in a credit for actual hours worked. When this credit is added to the 10 hour day or 40 hour work week, the net result will be time and one-half the actual hours worked on the call-back.

Similar calculations as outlined above will be used when an employee is entitled to a four hour call out because the call-back occurs on Sunday, a holiday, or between 12:01 a.m. and 7:00 a.m.

The above provision shall not result in a double payment for call outs lasting less than two hours (or when applicable, four hours). For instance, if an employee works one hour on a call out, he/she shall be credited with two hours, resulting in three hours of pay or comp time after application of time and one-half. He/she shall not be entitled to the one hour at time and one-half plus the two hour minimum.

This provision is to be distinguished from “Court Standby” pay in Section I, which is to be used when an employee is called back to court.

H. COURT PAY. When an employee is physically called to court, while off duty, he/she shall be credited time and a half for the time actually spent in court. An employee shall be credited with a minimum of three (3) hours for the court appearance. Travel time shall be not considered time worked and shall not be compensated in any manner whatsoever.

Notwithstanding the above, an employee who is required to travel outside the normal Orange County area may file a request for paid travel time with the Chief of Police or designee. Determination if the request is unusual travel outside the norm rests solely with the Chief or designee. Upon approval, the employee shall be paid travel time equivalent to the lesser of:

1. travel from the employee's home to court or,
2. travel from the police department to court.

Determination of what is the lesser travel time shall be made by the Chief or designee.

I. COURT STANDBY. An employee may leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked under the FLSA and will not be compensated except as set forth below.

The City shall compensate employees at the rate of two hours for any portion of the a.m. If the standby continues into the afternoon the City shall compensate employees at the rate of two hours for any portion of the p.m. standby duty.

An employee who receives a standby or appearance subpoena for an afternoon court session, which subpoena is cancelled on the date of the subpoena, shall be paid for one hour at his/her regular hourly rate in consideration of the late cancellation.

This payment is being made pursuant to the MOU, not pursuant to FLSA. Time compensated in the above manner shall not constitute hours worked for purposes of FLSA.

J. CANINE ASSIGNMENT. Each canine handler shall be credited with 15 hours of compensatory time each month for the care, feeding, grooming, exercise, training and companionship of his/her assigned dog.

K. TRAINING DUTY. An employee in the classification of Police Officer or Police Dispatcher who is required by the City to train another Police Officer or Police Dispatcher, respectively, and to write a daily performance evaluation of such training shall be credited with one hour of overtime pay for each day such duties are performed.

L. FAIR LABOR STANDARDS ACT (FLSA) Exemptions. Although the following classifications are part of the Association, they are designated as exempt employees as defined by the Fair Labor Standards Act (FLSA):

Classification Title
CRIMES ANALYST

As a result, FLSA exempt personnel are not eligible to accrue compensatory time or be paid overtime. Each employee shall receive 40 hours of administrative leave per fiscal year. Administrative leave must be taken by June 30 each year and no part of it may be carried over into the next fiscal year.

Additional time may be granted by the employee's department head for time spent at required meetings and special events.

The definition of meetings and special events includes:

- City job-related emergencies.
- City Council meetings.
- City Commission or Committee meetings, or
- Any meeting or special event approved in advance by the department head or his/her designee.

ARTICLE 15 – EDUCATION PROGRAM

A. REIMBURSEMENT.

1. An employee who is pre-approved by the department head to attend a specified, off-duty education course shall receive reimbursement for certain expenses.

   An approved education course is defined as off-duty instruction that will be mutually and immediately beneficial to the employee and the City.

2. Prior to enrolling in the class, an employee desiring reimbursement for expenses shall acquire the department head's approval as to course content and its relationship to the employee's City employment. On completion of the course, with a grade of "C" or better, the employee shall submit a Request for Educational Reimbursement form to the department head along with a copy of the official transcripts and receipts for total cost of the course.

3. Effective January 1, 2024, on approval by Human Resources and Finance, the employee shall then be reimbursed up to a maximum of $5,000 per calendar year for tuition, transportation costs where appropriate, registration fees and related expenses necessary for completion of the course. The cost of books required for the course shall be reimbursed at actual cost; this reimbursement is not part of the $5,000 maximum described above.

4. Reimbursement will be made only for coursework taken within the current calendar year (January 1 – December 31). The difference between the City's maximum obligation during any calendar year and the total amount of actual reimbursement received by the employee during that calendar year shall not be carried over or be available for use by the employee in any subsequent year.

5. A copy of the official transcript shall be forwarded to the Human Resources Office for retention in the employee's education file.

B. EDUCATIONAL INCENTIVE ALLOWANCE.

1. Sworn employees shall receive an additional allowance as follows:

• P.O.S.T. Intermediate Certificate and/or A.S. or A.A. degree	4% of base pay
• P.O.S.T. Advanced Certificate, and/or B.S. or B.A. degree	9% of base pay
• Completion of the Supervisory Leadership Institute (SLI)	10% of base pay Employees shall be offered the opportunity to attend SLI after completion of probation and prior to completing 48 months as a supervisor.
• M.A., M.S. or J.D. degree	12% of base pay

No employee may receive more than one educational incentive benefit at one time.

2. All Police Dispatcher series classifications shall receive an additional allowance as follows:

• P.O.S.T. Intermediate Certificate and/or A.S. or A.A. degree	$300 per month
• P.O.S.T. Advanced Certificate, and/or B.S. or B.A. degree	$625 per month
• Completion of the Civilian Leadership Institute (CLI)	$700 per month Employees shall be offered the opportunity to attend CLI after completion of probation and prior to completing 48 months as a supervisor.
• Master’s or Ph.D. degree	$750 per month

3. Professional Staff with a job-related (as determined by the City) degree or P.O.S.T. certificate from an accredited educational institution shall receive an additional allowance as follows:

• P.O.S.T. Intermediate Certificate and/or A.S. or A.A. degree	$60 per month
• P.O.S.T. Advanced Certificate, and/or B.S. or B.A. degree	$90 per month
• Master's or Ph.D. degree	$120 per month

No employee may receive more than one educational incentive benefit at one time.

ARTICLE 16 – CLOTHING ALLOWANCE

A. Sworn personnel shall receive an $800 annual allowance for the replacement and maintenance of uniforms.

B. Sworn personnel assigned to the Special Weapons and Tactical Unit (SWAT) shall receive an additional $670 annual allowance for the replacement and maintenance of uniforms.

C. Officers assigned to motorcycle enforcement shall receive two pairs of motorcycle britches each July.

D. Newly-hired sworn personnel shall receive all necessary safety equipment including the following:

- Department approved firearm
- All leather or nylon gear
- Baton
- Two complete sets of uniforms
- Chemical mace
- Bullet-proof vest
- Duty jacket
- Rain suit
- Rain boots
- Uniform cap
- Handcuffs
- Helmet

E. An employee in a classification listed below shall receive a $500 annual allowance for the replacement and maintenance of uniforms.

- Clerical employees
- Police Dispatchers
- Parking Enforcement Specialists
- Police Service Officers
- Forensic Specialist
- Crimes Analyst
- Property Technician

F. Newly hired professional staff shall receive the necessary uniforms upon initial hire. They then shall receive an annual allowance as described above for replacement and maintenance of uniforms.

G. Any part or portion of a uniform rendered unacceptable by any act of employment shall be replaced at City expense. Age of uniform and general wear and tear will be considered in the determination of the amount of reimbursement.

H. Upon separation, all employees shall return to the City any usable items that were obtained from City funds.

ARTICLE 17 – VEHICLE USE

A. An employee required to use a personal vehicle for City business shall be reimbursed at the rate allowed by the Internal Revenue Service or the amount reimbursed under fully reimbursed Police Officers Standards and Training (P.O.S.T.) activities, whichever is greater.

B. The Chief of Police may assign three Detectives to use a City vehicle to commute to and from work and may be used for personal reasons within a 10 mile radius of residence or work or for personal emergencies if no personal vehicle is available. The rules governing use of such vehicles shall be established by the City. The employees assigned to said vehicles shall report to work when required by the City.

C. The parties shall meet-and-confer on the rules governing the use of City Vehicles for personal use within a ten mile radius.

ARTICLE 18 – CHILD CARE REIMBURSEMENT PROGRAM

A. Employees who have qualified dependent(s) between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

B. Qualifying dependents are natural born child, adopted child, step child, and/or parent-child relationship.

C. Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate of overtime, benefits, or any other purpose.

RETIREMENT

ARTICLE 19 – PUBLIC EMPLOYEES RETIREMENT SYSTEM

A. RETIREMENT PLAN. The City shall maintain its contract for a pension plan with the California Public Employees Retirement System (CalPERS), as originally adopted on March 1, 1964, and amended thereafter.

B. CONTRACT OPTIONS. The City's contract with CalPERS shall include the following options:

		Government Code Section	Safety	Miscellaneous
1.	One Year Highest Compensation	20042	✔	✔
2.	Military Service Credit as Public Service	21024	✔	✔
3a.	2.5% at 55 – Full Formula	21354.4		✔ (1)
3b.	2.5% at 55 – Modified Formula	21354.4		✔ (2)
4.	3% at 50 – Full Formula	21362.2	✔	
5.	Fourth Level of 1959 Survivor Benefit	21574	✔	✔
6.	Post Retirement Survivor Allowance	21624 and 21626	✔	
7.	Pre-Retirement Optional Settlement 2 Death Benefit	21548	✔	✔

(1) Employees hired after March 31, 1972
(2) Employees hired on or before March 31, 1972

C. SECOND TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after December 22, 2012, shall include the following options:

		Government Code Section	Safety	Miscellaneous
1.	Three Highest Years Compensation	20037	✔	✔

2.	Military Service Credit as Public Service	21024	✔	✔
3.	2% at 60 – Full Formula	21353		✔
4.	2% at 50 – Full Formula	21362	✔	
5.	Fourth Level of 1959 Survivor Benefit	21574	✔	✔
6.	Post Retirement Survivor Allowance	21624 and 21626	✔	
7.	Pre-Retirement Optional Settlement 2 Death Benefit	21548	✔	✔

D. THIRD TIER CONTRACT OPTIONS. The City's contract with CalPERS for employees hired on or after January 1, 2013, shall include the following options:

		Government Code Section	Safety	Miscellaneous
3.	Three Highest Years Compensation	7522.32	✔	✔
4.	Military Service Credit as Public Service	21024	✔	✔
3.	2% at 62 – Full Formula	7522.20		✔
4.	2.7% at 57 – Full Formula	7522.25	✔	
5.	Fourth Level of 1959 Survivor Benefit	21574	✔	✔
6.	Post Retirement Survivor Allowance	21624 and 21626	✔	
7.	Pre-Retirement Optional Settlement 2 Death Benefit	21548	✔	✔

E. CONTRIBUTIONS – SAFETY EMPLOYEES.

1. Employees shall pay the full nine percent (9%) member contribution via payroll deduction on a pre-tax basis.

2. Employees hired on or after January 1, 2013, shall pay 50% of the normal cost rate for the benefit formula 2.7% at Age 57 via payroll deduction on a pre-tax basis (Government Code Section 7522.30).

3. 1959 Survivor. Each employee shall pay the employee share required by CalPERS (currently $2.00 per month) and the City will pay the employer cost.

F. CONTRIBUTIONS – MISCELLANEOUS EMPLOYEES.

1. Employees hired before December 22, 2012, the full eight percent (8%) cost of the CalPERS member contributions shall be paid by each miscellaneous employee via payroll deduction on a pre-tax basis.

2. Employees hired on or after December 22, 2012, the full seven percent (7%) cost of the CalPERS member contributions shall be paid by each miscellaneous employee via payroll deduction on a pre-tax basis.

3. Employees hired on or after January 1, 2013, shall pay 50% of the normal cost rate for the benefit formula 2% at Age 62 via payroll deduction on a pre-tax basis (Government Code Section 7522.30).

4. 1959 Survivor Benefit. Each employee will pay the employee share required by CalPERS (currently $2.00 per month) and the City will pay the employer costs.

ARTICLE 20 – SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee, and shall be paid in full by the employee. The City shall not be obligated to pay or "pick-up" any portion thereof.

INSURANCE

ARTICLE 21 – MEDICARE

Employees hired by the City on or after April 1, 1986, shall pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick-up" any such contributions.

ARTICLE 22 – MEDICAL INSURANCE

A. The City shall provide group medical insurance under the California Public Employees' Medical and Hospital Care Act (PEMHCA).

B. City Contribution. The City shall contribute the following monthly amounts for group medical insurance. Any additional contribution necessary to maintain group medical insurance shall be borne solely by the employee.

1. <u>Persons Hired On or Before June 30, 1999.</u>

Employees

For coverage effective:	*July 1, 2025*
• Employee Only	$1,248
• Employee & One Dependent	$1,820
• Employee & 2 + Dependents	$2,269

For coverage effective:	*July 1, 2026*
• Employee Only	$1,298
• Employee & One Dependent	$1,920
• Employee & 2 + Dependents	$2,419

Retirees

• Retiree Only	$200.00
• Retiree & 1 Dependent	$310.00
• Retiree & 2 + Dependents	$420.00

2. <u>Persons Hired On or After July 1, 1999.</u>

Employees

For coverage effective:	*July 1, 2025*
• Employee Only	$1,248
• Employee & One Dependent	$1,820
• Employee & 2 + Dependents	$2,269

For coverage effective:	*July 1, 2026*
• Employee Only	$1,298
• Employee & One Dependent	$1,920
• Employee & 2 + Dependents	$2,419

Retirees

The City's contribution for retirees who were hired on or after July 1, 1999, is determined by the California Public Employees Retirement System (CalPERS) in accordance with Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- *For coverage effective January 1, 2025: $158.00/month per retiree.*
- *For coverage effective January 1, 2026: $162.00/month per retiree.*
- *For coverage effective January 1, 2027: To be determined by CalPERS*

C. EXCESS MEDICAL. An employee who selects a health insurance plan which costs less than the City's maximum monthly contribution may have the difference placed in his/her deferred compensation account, purchase products available through the City's Cafeteria plan, or receive a cash payout. For example, an employee with two or more dependents is entitled to a maximum monthly contribution of $2,269 per month. If he/she has a health insurance plan which costs $1,203.05 per month, the employee is entitled to $1,065.95 per month in excess medical.

D. WAIVER OF MEDICAL INSURANCE.

1. An employee may elect to not be covered by a City group medical insurance plan if he/she provides proof of coverage from another group medical insurance source. The City may require proof of coverage at any time.

2. An eligible employee may elect to have the City's monthly contribution applied to his/her deferred compensation account, the purchase of products offered through the Cafeteria Plan, and/or receive a cash payout.

   The City Contributions shall be: $923.00 per month

E. SERVICE RETIREMENT ACCOUNT (SRA). In addition to the Contribution pursuant to the CalPERS contract, employees hired on or after July 1, 1999, will be allowed to bank accrued sick leave time for use upon Retirement from Service, into a Service Retirement Account to defer out-of-pocket expenses for purchasing group medical insurance under the City's program. The City will participate in the SRA by matching the employee contribution on a two-for-one (2:1) basis.

1. SRAs are not subject to fellow employee donations of sick leave or any other leave provisions. However, the SRA will be coordinated with the City's Sick Leave Buyback program.

2. To be eligible, an employee must have a sick leave balance of at least of 480 hours, and must maintain at least 480 hours of sick leave after making such deposit.

3. An eligible employee may place up to one-half of any unused portion of his/her annual sick leave accrual into the SRA, with the City matching contribution of two-to-one (2:1). This provision will be coordinated with the sick leave buyback provision, thereby limiting buyback and SRA deposits to one-half of any unused portion of their annual sick leave accrual.

4. The SRA is not subject to bearing interest. Eligible employee deposits and the City's matching contributions are flat deposits.

5. Sick leave placed in the SRA will be converted into cash at the employee's base pay rate and thus will no longer be available as sick leave once deposited in the SRA.

6. The donor employee shall have two options for withdrawal of funds:

    a. At the option of the employee, upon retirement from service, the SRA will be paid at the then hourly rate for the depositor. This shall include the employee contribution as well as the City's matching portion, which will be used to offset/defer costs associated with purchasing group medical insurance plans during retirement.

    b. The employee may, at any time, withdraw hours from the SRA to convert to cash, and will be paid at the base pay rate in effect when the original deposit was made. An employee making an early withdrawal from the SRA, shall not be entitled to any of the City's matching contribution, and shall lose that equal portion of the matching contribution as was withdrawn, i.e., two-to-one.

7. In the event that a participating employee separates from employment on other than a Retirement from Service (Service Retirement or Disability Retirement), the City shall payoff only the employee's portion of the contributions made to the SRA, at the base pay rate for each deposit and shall not be entitled to any of the City's matching contribution.

8. In the event the SRA survives an active employee, or a retired employee, the City will pay off the balance of the employee's contribution to the survivor of record. Payment will be at the then-current base pay rate for the active employee and/or at the base pay rate of withdrawal for retired employee, including the City's matching contribution.

9. The City reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Determinations shall be made in a manner that no employee shall lose his/her portion of the SRA and the City will not lose its portion of the matching contribution. Any determinations made in hearing a dispute to grant the City's portion of the matching contribution will be made on a case-by-case basis, and will not be determined to be a past practice or official policy of the City.

   Any person employed by the City prior to July 1, 1999 who is not currently a member of this unit of representation shall enjoy all benefits and rights of those employees hired prior to July 1, 1999, upon later occupying a position within this unit of representation.

10. Effective July 21, 2012, all employees not currently enrolled in the SRA program are not eligible to enroll in this program. This program is closed to new enrollees.

F. RETIREE MEDICAL ACCOUNT (RMA). An employee may bank accrued sick leave upon Retirement (Service or Disability Retirement) from City service into a RMA to defer out of pocket expenses for medical premium payments under the City's group insurance program.

   An employee who wishes to participate in the RMA program must file in writing with the Human Resources Office a request to participate at least 60 days prior to his/her anticipated retirement date. Exceptions to the notice requirement will be made for industrial disability retirements.

   1. RMAs may be established on an individual basis only; and are an irrevocable determination.

   2. RMAs are not subject to fellow employee donations of sick leave or other leave provisions. However, the RMA will be coordinated with the City's Sick Leave Pay on Separation provision. (See Article 31).

   3. To qualify for conversion of unused sick leave into a RMA, an employee must separate from City service with a valid CalPERS retirement (Service Retirement or Disability Retirement).

   4. An employee terminated for cause or who resigns from City service not associated with a CalPERS service or disability retirement does not qualify.

   5. An employee must have a minimum of 480 hours of sick time on the books at the time of retirement.

   6. For the purpose of determining eligibility for participation in the RMA program, the number of unused accrued sick leave hours will be calculated in the following manner:

a. Employees hired prior to September 20, 1982:

   1) Payment under the Sick Leave Pay at Separation provision will be calculated first. Under this provision, employees are eligible for payment of their unused sick leave up to a maximum of 480 hours, based on years of service, and must separate from the City on a service or disability retirement.

   2) The hours being paid will be deducted from the employee's unused sick leave up to the maximum of 480 hours.

   3) After payment of sick leave under the Sick Leave Pay on Separation provision, the remaining balance of unused sick leave must be 480 hours or more to qualify for participation in the RMA program. Sick leave balances of 480 hours or more will then be converted based on paragraph #8, below.

b. Employees hired between September 20, 1982, and July 1, 1999:

   Employees in this category must have a minimum of 480 hours of unused sick leave on the books at the time of retirement.

c. Employees hired after July 1, 1999:

   Employees in this category must have accumulated a minimum of 480 hours of sick leave, and have participated in the SRA program for a minimum of five years.

7. The City will convert sick leave balances over 480 hours to a RMA at the employee's base pay rate at retirement. These monies can be used for medical-only premium amounts not covered by the City's existing contribution to the retirement medical program.

8. The balance of sick leave hours will be converted on the following basis:

480 - 1000 hours	-	60% of the value of all unused sick leave based on the employee's base pay rate* at the time of retirement.
1001 - 1500 hours	-	80% of the value of all unused sick leave based on the employee's base pay rate* at the time of retirement.
1501 and above	-	100% of the value of all unused sick leave based on the employee's base pay rate* at the time of retirement.

*Base pay rate is defined as the amount listed in Exhibits A and B.

9. The RMA is not subject to bearing interest. No lump sum cash payouts will be offered on the remaining balance of unused sick leave.

10. The amount of unused sick leave placed into the RMA will be converted into cash at the employee's base pay rate at the time of retirement, and used to offset/defer costs associated with medical premium rates.

11. In the event the RMA has funds remaining at the time a retired employee dies, the spouse will continue to receive the benefit, in accordance with and under the terms of this program, until his/her death or until no funds remain.

12. The City reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Any determinations made in hearing a dispute will be made on a case by case basis, and will not be determined to be a past practice or official policy of the City.

ARTICLE 23 – DENTAL INSURANCE

The City shall continue to provide the current dental program for both employees and their eligible dependents under the age of 26.

Each employee is responsible for choosing one of the three plans listed below. In the event that no choice is made, the employee will be deemed to have chosen no dental insurance coverage.

Employees may switch plans only during the open enrollment period designated by the City.

Payment of Premiums. Employees shall pay the amounts shown below. Any additional amount necessary to maintain group dental insurance shall be paid by the City.

A. **50/50 PLAN.** The insurance carrier pays 50% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 50%.

	Monthly
• Employee Only	$3.00
• Employee & 1 Dependent	$5.00
• Employee & 2 + Dependents	$7.50

80/20 PLAN. The insurance carrier pays 80% of major expenses (up to a maximum of $2,000 per calendar year) and the employee pays 20%.

	Monthly
• Employee Only	$10.00

- Employee & 1 Dependent $15.00
- Employee & 2 + Dependents $20.00

B. **HMO PLAN.** The insurance carrier pays a portion of all services based on the fee schedule. Employees who enroll in this plan do not pay any monthly premium. Each employee is responsible for any co-payment associated with this plan.

ARTICLE 24 – VISION INSURANCE

The City shall provide a vision insurance program for employees and their eligible dependents under the age of 26.

Each employee is responsible for enrolling in the plan. In the event that no choice is made, the employee will be deemed to have chosen no vision insurance coverage.

Effective January 1, 2026, the City shall contribute $6 monthly for group vision insurance. Any additional contribution necessary to maintain group vision insurance shall be borne solely by the employee.

ARTICLE 25 – LONG TERM DISABILITY INSURANCE

The City shall provide the Association $30 per month for each represented employee and the Association shall purchase long term disability insurance for its represented members.

ARTICLE 26 – LIFE INSURANCE

The City will provide group term life insurance (including accidental death and dismemberment) for each employee (either full-time or part-time) in the amount of one times (1x) the employee's basic annual earnings to a maximum of $150,000. Each employee, at his/her own expense, may purchase additional life insurance from the insurer though the City.

ARTICLE 27 – CAFETERIA PLAN

A. The City shall provide a full flexible Cafeteria Plan under IRS Code Section 125, to include Premium Only Conversion, Health Care Spending and Dependent Care Accounts.

   The City and individual participants shall divide the cost of the third party administration service fee. Service fees are to be paid only by employees enrolled in the Health Care Spending Account and/or Dependent Care Spending Account. There is no service fee for participants in the Premium Only Conversion plan. The service fee may be changed from time to time by the City and the third-party administrator. The City will meet and inform the Association as to service fee increases prior to increasing any deduction from employees, for any plan year.

B. The City will utilize any assets remaining in the plan at the end of each plan year to off-set monthly service fees for employees enrolled in either the Health Care Spending Account and/or Dependent Care Spending Account. “Plan Year” is as defined in the plan documents. This item is governed by the Cafeteria Plan documents as it relates to “Plan Year”. Asset utilization to off-set service fees shall be determined no later than June 30 of any subsequent year.

ARTICLE 28 – ADMINISTRATION

A. The City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this MOU, provided that the benefits of the employees shall be substantially the same prior to implementation of this MOU.

B. If, during the term of this MOU, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with the Association prior to any change of insurance carrier or method of funding the coverage.

C. All group insurance benefits shall be provided and calculated in accordance with the City’s contracts with insurance providers.

LEAVES

ARTICLE 29 – HOLIDAYS

A. The following dates, and such other day or portions of days as may be designated by motion of the City Council, shall be observed as paid holidays of 10 hours each by all employees in permanent positions, except sworn personnel shall receive an extra day of vacation or equivalent pay, whichever in the judgment of the department head best serves the interests of the Department. All unused holiday leave banked must be used by the end of the fiscal year or will be forfeited.

Holiday	Date
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following 4th Thursday in November
Day before Christmas	December 24
Christmas Day	December 25

B. In addition, with the exception of Police Recruits, all professional staff shall earn one floating holiday per fiscal year. This floating holiday shall be designated by the employee and requires management approval, in advance, before it is taken. New hires must be employed for three months before gaining eligibility for the floating holiday.

C. When a holiday occurs on a Saturday, the preceding Friday will be observed instead. When a holiday occurs on a Sunday, the following Monday will be observed.

D. For personnel working on shift assignments, the holiday will be observed on the actual date listed as the designated holiday.

ARTICLE 30 – VACATION

A. ACCRUAL.

Vacation leave with pay shall accrue to each full-time regular and probationary employee at the following rate:

Years of Service	Vacation Hours Per Year
Less than 5 years	100 hrs. per year (8-1/3 hrs. per month)

5 years to 10 years	120 hrs. per year (10 hrs. per month)
10 years to 15 years	160 hrs. per year (13-1/3 hrs. per month)
15 years or more	200 hrs. per year (16-2/3 hrs. per month)

B. ACCUMULATION. Accumulation of vacation leave in excess of twice the employee's annual accrual rate is prohibited. All vacation leave exceeding the maximum authorized accumulation shall be forfeited, provided that if an employee has made reasonable efforts to utilize vacation leave prior to the end of the preceding year, but has been denied those opportunities the excess vacation leave shall not be forfeited and the employee shall be afforded a reasonable opportunity to use that leave as soon as practicable. Those employees with 15 years or more shall not exceed a maximum of 400 hours.

C. USAGE. Vacation leave shall not be in excess of that actually earned at the time the vacation starts.

1. Each employee must take an annual vacation of at least one week (40 hours). The department head under appropriate circumstances may modify this requirement under appropriate circumstances.

2. The time during the calendar year at which an employee shall take vacation shall be determined with particular regard for the needs of the City and due regard for the wishes of the employee.

3. In the event one or more municipal holidays falls within a vacation leave, such days shall not be charged as vacation leave, and the vacation leave shall be extended accordingly for those employees eligible for such holidays.

4. Any leave of absence without pay shall not accrue vacation leave for each 30 day period of such leave.

5. No employee shall be entitled to any vacation until completion of 12 months of continuous service. However, under emergency conditions, the Chief of Police may permit an employee to use earned vacation prior to the end of the 12-month period.

6. All usage of vacation and compensation time should be requested and approved by the employee's department head or designee at least two days prior to the start of vacation time.

D. ANNUAL CONVERSION.

1. An employee may convert up to 40 hours of vacation leave into a cash payment at the employee's then-current rate of base pay. To be eligible for this option, the employee must utilize 40 hours of vacation leave in the preceding fiscal year.

E. VACATION PAY AT SEPARATION.

1. Upon separation, an employee who has completed his/her initial probation period with the City will receive compensation at the employee's current rate of base pay for all unused earned vacation, up to and including the date of separation.

2. A probationary employee who has not completed 6 months of continuous service shall not receive vacation pay at separation.

3. An employee who separates while serving a probation period in a classification to which the employee has been promoted shall receive vacation pay at separation based on the hourly equivalent of the base pay received immediately prior to promotion, provided the employee has successfully completed the probation period in the classification from which the employee was promoted.

ARTICLE 31 – SICK LEAVE

A. ACCRUAL.

1. Full-Time probationary, regular, appointee, and extended provisional appointees. A regular employee, or an employee having a full-time probationary appointments or extended provisional appointment, shall accrue sick leave with pay at the rate of eight hours for each full calendar month of continuous service in which the employee has worked or has been on authorized leave of absence with pay.

2. Any leave of absence without pay exceeding 15 consecutive days shall result in no accrual of sick leave during the consecutive days of the employee's leave of absence without pay that is in excess of 15 consecutive days.

B. ACCUMULATION. Sick leave may be accumulated without limit.

C. USAGE.

1. Sick leave may be taken only when the employee has sick leave credits. An employee shall be eligible to take sick leave after he/she has worked one full calendar month.

2. Sick leave may be granted only with the approval of the department head and only in the case of a bona fide illness or medical/dental appointments of the employee. The Department Head may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during any period for which sick leave was requested.

3. Sick leave may also be used for bona fide illness or medical/dental appointments of a family member (spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandmother, grandfather) or designated person when the presence

of the employee is required, up to a maximum of three days per individual situation. The department head may require a physician's certificate or other evidence of the adequacy of the reason for the employee's absence during any period for which sick leave was requested.

A "designated person" is defined as any one person identified by the employee at the time the employee requests paid sick leave. This designation is limited to only one designated person per 12-month period.

4. Maternity leave of absence. The employee shall submit a doctor's statement approving her fitness to continue working for a specified term. A post-natal release from the doctor must be submitted prior to returning to work.

5. Sick leave shall not be used in lieu of, or added to, vacation. Accrued vacation leave may be used for sickness when all sick leave has been taken.

6. Sick Leave during vacation. An employee who becomes ill while on vacation may have such period of illness charged to accumulated sick leave instead of to vacation, provided that immediately upon return to duty, the employee submits to the department head a written request for sick leave and a written statement signed by the employee's physician describing the nature and dates of the illness.

7. Limitations. No employee shall be entitled to accrue or to take sick leave with pay while absent from duty for any of the following reasons:

   a. Disability or illness arising from compensated employment other than with the City of Buena Park.

   b. Leave of absence without pay.
   c. Absence because of intoxication or for the purpose of recovering from intoxication.

D. MEDICAL LEAVE OF ABSENCE. On written request of the employee and recommendation by the department head, the City Manager may authorize in writing a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all accumulated sick leave.

2. The employee has been continuously employed in the City service for at least one year.

3. The employee presents to the department head for referral to and consideration by the City Manager a written explanation of the employee's illness and an estimate of the time needed for recovery signed by the employee's physician.

4. Prior to resuming work, the employee may be required to take a medical examination at the employee's expense and as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager or designee in determining the employee's fitness to return to work.

5. The maximum period of such leave shall be three calendar months. If the employee desires an extension, the employee shall follow the procedure described in subparagraph 3 above. This must be done prior to the end of the initial leave.

E. PENALTY FOR ABUSE. When, in the judgment of the department head, the employee's reason for being absent because of alleged sickness is inadequate, the department head shall indicate on the payroll form that the absence was without pay. The department head may recommend to the City Manager that disciplinary action be imposed against the employee.

F. ANNUAL BUYBACK.

1. To be eligible, an employee must have:

   a. 480 hours of accumulated sick leave on the books as of the first pay period of July of the preceding year, and

   b. 480 hours of accumulated sick leave on the books after the cash out.

2. An employee who wishes to participate must file in writing with the Finance Department. This request will apply for the previous fiscal year sick leave accumulation.

3. Participants will be paid for 50% of the hours accrued during the fiscal year. These hours being paid will be deducted from the employee's sick leave bank. The other one-half of hours accrued, but not used, will remain in the employee's sick leave bank. Payment will be at the employee's base hourly rate in effect at the time of payment.

G. SICK LEAVE PAY ON SEPARATION. Except as herein provided, no payment shall be granted to an employee for accrued sick leave at the time of separation. Termination of an employee's continuous service, except by reason of layoff for lack of work or funds, shall abrogate all sick leave accrued at the time of such separation, regardless of whether the employee subsequently reenters the City service.

An employee hired on or prior to September 19, 1982, shall be paid for 50% of the value of his/her unused sick leave based on the employee's rate of base pay at the time of honorable separation or retirement.

An employee appointed on or after September 20, 1982, shall not be eligible for sick leave pay on separation as provided for in this section.

An employee may only accrue 120 days (960 hours) of sick leave for the purposes of this section and for the purposes of compensation on separation.

ARTICLE 32 – BEREAVEMENT LEAVE

Whenever an employee who is eligible to receive sick leave is compelled to be absent from duty by reason of the death (or critical illness where death appears imminent) of a family member, the employee shall, upon approval of the department head, be entitled to up to three work days of bereavement leave with pay once per fiscal year. Employees in need of additional time off may charge such absence to the employee's accumulated sick leave to a maximum of five working days for each such incident. Use of such leave shall not count against the sick leave buy back or deposits made to the SRA.

"Family member" is defined as the employee's or spouse's:

- Father
- Grandfather
- Sibling(s)
- Spouse
- Mother
- Grandmother
- Child
- Grandchildren

ARTICLE 33 – WORKERS COMPENSATION

A. Sworn employees shall receive industrial accident leave according to the provisions of Section 4850 of the California Labor Code.

B. Professional Staff Employees Pay Continuation.

1. An employee who is absent from duty because of an on-the-job injury sustained during City employment shall receive his/her normal pay during the first 27 calendar weeks of such accident, provided the employee returns to the City any compensation paid under the provisions of the California Workers' Compensation Law for the corresponding period of time.

   During this maximum 27 week period, an employee so entitled shall continue to receive all forms of compensation he/she would be receiving as if at work. The employee shall also be eligible for consideration for merit pay increases during this period.

2. After this maximum 27 week period, an employee who has not returned to work shall not receive any other form of compensation from the City, including but not limited to accrual of vacation and sick leave, holiday pay, special assignment pay, education pay or payment of group insurance premiums. An employee may not

use accumulated sick leave or vacation to supplement temporary disability indemnity payments.

ARTICLE 34 – JURY DUTY

No deduction shall be made in the pay of an employee who serves on jury duty if the employee has waived or remitted to the City the fee for such jury duty. An employee who serves on jury duty on a scheduled day off shall not be required to remit his/her jury fees for that day. If the employee has not so waived or remitted the jury fee, the employee shall be paid only for the time actually worked in the City position. An employee summoned to jury duty shall immediately notify his/her supervisor in writing. The employee shall remit to the City all fees and allowances payable for jury duty, less reimbursements from the court for meals, travel, or lodging.

An employee who is scheduled to work the swing or graveyard shift and is called to jury duty shall be given time off on his/her scheduled shift if he/she is required to serve on jury duty that day. An employee shall be given time off for the number of hours actually served on jury duty.

ARTICLE 35 – OTHER LEAVES

A. Leave without pay. Upon the written recommendation of the department head, the City Manager may authorize special leaves of absence without pay for a period not to exceed 30 calendar days in a calendar year. This provision is available only to employees who are eligible to receive vacation leave.

B. Authorized leaves of absence without pay of 30 calendar days or less, and leaves of absence with pay for any period shall not constitute an interruption of an employee's continuous service and shall not constitute an interruption of an employee's continuous service and shall not be deducted in computing total City service. Authorized leaves of absence without pay in excess of 30 calendar days, unless covered by the Family Medical Leave Act, shall be deducted in computing an employee's total City service for advancement in salary range and for other purposes specified in this MOU, but shall not serve to interrupt continuous service.

C. MILITARY LEAVE. An employee having a probationary or regular appointment shall be entitled to such benefits as are provided in the California Military and Veterans Code. An employee requesting such military leave shall present a copy of the military orders to the department head prior to the beginning of the leave.

   Employees who present military orders for active duty status shall continue to receive all forms of compensation he/she would be receiving as if at work for the first 30 days of such absence in any one fiscal year (except weekend drills and/or training). Weekend drills and/or training are not considered active duty under the Military and Veterans Code and not eligible for salary continuation benefits.

If an employee is called to inactive duty and must report to such duty on days the employee is scheduled to work, the employee must request the time off and use their leave banks for such absence if necessary.

WORKING CONDITIONS

ARTICLE 36 – PAY PERIODS

A. The City shall utilize the biweekly payroll system. Pay periods shall begin at 12:01 a.m. every other Saturday and end at midnight the second Friday (i.e., 14 calendar days later) thereafter. Paydays shall occur on the Friday following the conclusion of each pay period. The one exception is when that Friday is a Federal holiday, the payday shall fall on the preceding business day.

B. Direct Deposit. The City shall electronically deposit employees' paychecks into a savings or checking account designated by the employee. All employees shall participate in the City's direct deposit payroll program. Each employee shall be responsible for providing the Human Resources Department with the correct routing number and account number of his or her banking institution.

ARTICLE 37 – ATTENDANCE

A. Each employee shall be in attendance at his/her work station in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to Payroll on a designated form and on the dates specified. Absence without leave, whether voluntary or involuntary, for a period longer than five consecutive assigned working days, or four consecutive working shifts for personnel on the 4/10 or three consecutive working shifts personnel on the 3/12 plan is an automatic resignation from City service.

B. An employee who is absent from duty shall report the reason for such absence to the department head or immediate supervisor prior to the date of expected absence whenever possible, and in no case later than two hours after the beginning of the employee's normal work shift. Absences not reported in such manner may be considered absence without leave. A deduction of pay shall be made for the duration of any absence without leave. Upon return to work, such absence must be justified.

ARTICLE 38 – HOURS OF WORK AND SCHEDULES

A. WORK WEEK. The work week for all full-time positions shall be 40 hours.

B. WORK SCHEDULE. The work schedule for each position shall be as established by the department head. All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturdays, Sundays and holidays continuously on weekdays in accordance with the Alternative Work Schedule.

C. The decision to implement any alternative work schedule is at the sole discretion of the City. An alternative work schedule may be revoked at any time by the City as long

as 30 days notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit, and the City has no obligation to meet-and-confer. However, the City agrees to meet with the Association prior to such revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

ARTICLE 39 – 4/10 PLAN

A. Federal legislation in Air Quality Management District (AQMD) Rule 15 requires employers, including cities, to use alternative methods to reduce vehicular pollution emissions. The alternative work schedule will reduce the average number of vehicle trips to the work site between 6:00 a.m. and 10:00 a.m., and comply with the Federal requirements. It also satisfies Council's direction to provide extended service hours to the public and employees.

B. Plan Defined. Under this work schedule, employees work four consecutive, 10 hour days in a seven day workweek. The 4/10 schedule provides for a 40 hour workweek every seven days and three consecutive days off.

   4/10 scheduling will be at the discretion of the Police Chief.

C. Work Period. The work period for employees on the 4/10 who are exempt or non-exempt from FLSA requirements will remain the same Saturday through Friday. There are two 40 hour work periods per pay period. This schedule coincides with the current payroll reporting period.

D. Payroll Period Report Dates – All Employees. Payroll will still be reported in accordance with our payroll calendar for all employees, including those on the 4/10 plan.

E. Payroll Reporting.

   1. If an employee uses sick time, vacation time, holiday time or compensation time earned during the pay period and this time had not been reported on the payroll report submitted Monday morning, the time taken must be submitted to Finance by memo.

   2. If an employee is in an Absence Without Pay (AWOP) status at any time during the pay period, and this had not been indicated on the payroll report submitted on Monday morning, the supervisor or payroll clerk shall contact Finance immediately to make a payroll correction.

   3. All employees should make every effort to notify their supervisor on Thursday, if they will be using sick leave or AWOP time on Friday.

F. Enrolling in or Dropping off the 4/10 Plan.

1. Prior to enrollment in the 4/10 plan, each employee is required to read the 4/10 plan guidelines and sign a statement that he/she has read all the conditions of the plan. A copy will be placed into the employee's personnel file in the Human Resources office.

   To expedite future shift changes that affect many employees' work plans and/or changes many employees' days off, a memo listing each employee's new work schedule and days off should be signed by each employee affected and submitted to Finance for payroll changes and to Human Resources where a copy of the memo will be filed in each affected person's employee file. These changes must coincide with the beginning of a new pay period.

2. When an employee separates from employment, the employee will be paid for all hours worked.

3. When an employee changes to a different work schedule, it must coincide with the start of a pay period.

G. Leave Time Accruals. Benefit leave time accruals will remain the same as designated in this MOU.

H. Holidays. For personnel not assigned to a unit operating on a 24 hour basis and with the approval of the employee's supervisor, when a holiday falls on a scheduled workday the employee may (but will not be required to) take the day off on holiday pay. When a holiday falls on a non-scheduled workday the employee may (but will not be required to) take off one day at a later date as agreed to by their supervisor.

   When a floating holiday is taken, professional staff employees taking the holiday on a 10 hour day will be charged 10 hours.

   Professional Staff employees who are assigned to a unit operating on a 24-hour basis will not be required to take an additional day off when a holiday falls on their regularly scheduled day off.

I. Paid Sick Time/Vacation.

1. Employees using paid sick leave on a 10 hour day will be charged 10 hours.

2. If the scheduled hours are greater than the sick leave balance, the difference will be covered, by:

   a. Use of vacation or compensatory time.
   b. Other Leaves
   c. Leave without pay

3. Vacation is charged in the same manner. Vacations occurring on 10-hour days will be charged 10 hours.

J. Workers Compensation. Employees will be paid industrial accident leave hours in accordance with their current 4/10 work schedule. An employee will return on the same 4/10 work schedule.

K. Military Leave, Jury Duty and Paid Extended Sick Leave. Employees ordered to military duty, summoned to jury duty, or on paid extended sick leave will be paid according to their current work schedule. After the completion of the military leave, jury duty, or paid extended sick leave, the employee will return to his/her regular 4/10 work schedule. An employee shall not receive overtime (pay or comp time) when such leave falls on his/her day off.

L. Meal Period. At the discretion of the Chief of Police, employee meal periods may be paid time. Employees understand that during such meal periods they are subject to calls for service. The Chief of Police shall determine who is included in meal period as part of work day.

M. Department Head Responsibility. Changes in an employee's 4/10 work schedule must be coordinated through the department head, AQMD Transportation Coordinator/Administrative Analyst and Finance to ensure that the changes to and from the 4/10 Plan coincide with the beginning of a pay period.

N. 4/10 Plan Review. A decrease in productivity will represent a negative impact to the alternative work plans. Productivity may be measured by various criteria which may include, but not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output
- Employee turnover
- Tardiness
- Employee morale

Moreover, other impacts include service delivery to the public including citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

In the event the 4/10 Work Schedule is revoked in accordance with Article 36, all personnel assigned to a 4/10 Work Schedule prior to March 1, 1992, shall not be subject to the revocation.

ARTICLE 40 – 3/12 PLAN

Effective June 12, 2007, the City shall implement and evaluate a "3/12½ Alternative Work Schedule" for a period of one year, commencing with the Patrol Schedule of Summer 2007, and concluding at the end of Spring 2008 Patrol Schedule.

A. The intent is to determine the effectiveness and efficiency of the Operations Division work force in providing service to the community while working an alternative work schedule that includes a 3/12 component. For purposes of this evaluation period, only personnel assigned to Patrol and Dispatch will participate in this evaluation program.

B. During this evaluation period, there will be no additional costs (direct or indirect) to the City as a result of the modified work schedule, specifically related to overtime and time-off accruals such as sick leave, vacation, holidays, etc. All such accruals will remain unchanged.

C. Patrol personnel assigned to the 3/12 will work three days each week consisting of 12 ½ hour shifts, totaling 150 hours in a 28 day period. Each employee on such schedule will work one additional 10 hour shift in that same 28 day period. The total number of hours scheduled in such period of time will be 160 hours.

D. Dispatch personnel assigned to the 3/12 will work three days each week consisting of 12 hour shifts, totaling 72 hours in a two week pay period. Each employee on such schedule will work on additional eight hour shift in that same pay period. The total number of hours scheduled in such pay period will be 80 hours, or 160 hours in a 28 day period.

E. At the conclusion of this evaluation period, a review will be conducted by the City to determine the effectiveness of this alternative work schedule. A decrease in productivity will represent a negative impact to this alternative work schedule. Productivity may be measured by various criteria which may include but are not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output (Arrest / Citation statistics etc.)
- Employee turnover
- Tardiness
- Employee morale
- Employee traffic collisions

Other impacts include service delivery to the public, including citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

F. The decision to implement any alternative work schedule is at the sole discretion of the City. An alternative work schedule may be revoked at any time by the City as long as 30 days notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer. However, the City agrees to meet with the Association prior to such revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

ARTICLE 41 – 4/11-3/11 PLAN

Effective July 5, 2025, the City shall implement and evaluate a "4/11 – 3/11 Compressed Work Schedule" for Patrol, Dispatch, and Records employees for a period of one year, commencing with the Patrol Schedule of Fall Deployment 2025.

A. The intent is to determine the effectiveness and efficiency of the Operations and Support Services Divisions personnel who work on a 24 hour, 7 days a week basis providing service to the community while working an alternative work schedule that includes a 4/11 – 3/11 compressed work schedule component. For purposes of this evaluation period, only personnel assigned to Patrol, Dispatch, and Records will participate in this evaluation program.

B. During this evaluation period, there will be no additional costs (direct or indirect) to the City as a result of the modified work schedule, specifically related to overtime and time-off accruals such as sick leave, vacation, holidays, etc. All such accruals will remain unchanged.

C. Patrol, Dispatch, and Records employees will alternate weekly, working one week four 11-hour shifts and the following week, work three 11-hour shift totaling 77 hours worked. This leaves the employee three hours short of 80 hours bi-weekly. During the 28-day cycle, the employee would owe six hours (payback).

D. At the conclusion of this evaluation period, a review will be conducted by the City to determine the effectiveness of this alternative work schedule. A decrease in productivity will represent a negative impact to this alternative work schedule. Productivity may be measured by various criteria which may include but are not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output (Arrest / Citation statistics etc.)
- Employee turnover
- Tardiness
- Employee morale
- Employee traffic collisions

Other impacts include service delivery to the public, including citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

E. The decision to implement any alternative work schedule is at the sole discretion of the City. An alternative work schedule may be revoked at any time by the City as long as 30 days notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer. However, the City agrees to meet with the Association prior to such revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

ARTICLE 42 – SUBSTANCE ABUSE

A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

B. It is in the best interest of the City, the Association, employees and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. “Under the influence” means the knowing use of alcohol or illegal substance or knowing misuse of a prescribed drug in a manner and to a degree that substantially impairs the employee’s work performance or the ability to use City property or equipment safely.

C. An employee not on paid standby who is called at home to return to work may decline to return if he/she feels physically unable to perform his/her job even if the employee perceives that the inability to perform is the result of having consumed alcoholic beverages. No reason need be given by the employee and the employee shall not be subjected to discipline for his/her refusal to return to work.

D. The City provides an Employee Assistance Program for employees who have problems with drugs and/or alcohol. Every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

E. The City may, upon showing of reasonable suspicion that this policy is being violated, compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City’s expense. “Reasonable suspicion” is a belief based on objective and articulable facts sufficient to lead a reasonable and prudent supervisor to suspect that an employee is “under the influence” in that the employee’s ability to perform the functions of the job is impaired or the employee’s ability to perform his/her job safely is reduced. Allegations of harassment pursuant to this paragraph shall be reported to the Human Resources office. The Human Resources office shall conduct an investigation into the alleged harassment and take appropriate corrective action as a result of its investigation. Nothing contained herein shall limit the City’s right to discipline or discharge any employee.

ARTICLE 43 – NO SMOKING CLAUSE

Employees who become unit employees on or after January 1, 1987, shall, as a condition of their continued employment, refrain from smoking tobacco or any other non-tobacco substance at any time on or off duty. Violation of this condition of employment shall be deemed good cause for dismissal.

ARTICLE 44 – BUMPING PROCEDURE

In the event of layoff, the following procedure shall be used:

A. All employees in each classification shall be rank ordered based on seniority in classification, irrespective of total City seniority. (In the event of a tie in seniority in classification, the person with the greatest Citywide seniority shall be deemed to have the highest seniority in classification.) The employee(s) with the least seniority in that classification shall be the first person(s) laid off.

B. In the event that the classification series (i.e. Police Lieutenant, Police Sergeant, Police Corporal, Police Officer) from which the employee is laid off has a lower classification with incumbents, the laid off employee (irrespective of the laid off employee's seniority in the lower classification and/or total City seniority) may "bump" one of those incumbents out of the classification and assume his/her position. The determination of which incumbent is bumped shall be made pursuant to paragraph A.

   Bumping in each classification in the classification series shall continue until incumbents are bumped out of the lowest classification in the classification series.

C. The names of employees who have been laid off shall be placed on appropriate re-employment list in order of seniority, from highest to lowest. Such names shall remain on the re-employment list for a period of 18 months unless such persons are sooner re-employed. A re-employment list shall be used prior to establishing either an open or closed eligibility list.

D. When a re-employment list is used to fill vacancies, the personnel officer shall certify from the top of such list, the number of names equal to the number of vacancies. An employee who is re-employed shall receive credit for former services for purposes of seniority, benefit compensation and salary advancement.

ARTICLE 45 – PUBLIC SAFETY OFFICER PROCEDURAL BILL OF RIGHTS

The City agrees to abide by the requirements of the Public Safety Officer Procedural Bill of Rights Act, Government Code Section 3300 *et seq*.

ARTICLE 46 – GRIEVANCE PROCEDURE/CIVIL SERVICE ORDINANCE AND RESOLUTION

The City of Buena Park Civil Service Ordinance No. 437 and Resolution No. 1883, both as amended to date, are incorporated herein. In addition to the rights set forth therein, the parties agree to the following grievance procedures:

A. DEFINITION. A grievance shall be considered as any matter for which appeal is not provided for concerning a dispute about the interpretation or application of this

Memorandum of Understanding, or any ordinance, rule or regulation governing personnel practices or working conditions.

B. PURPOSE.

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

2. To afford employees individually or through a qualified employee organization a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through discussions.

3. To provide that grievances shall be settled as near as possible to the point of origin.

4. To provide that grievances shall be heard and settled as informally as possible.

C. PROCEDURE. Whenever an employee feels that the policy of the City is not being appropriately applied to his/her circumstance, he or she can file a grievance to resolve the dispute. The limitation on filing a grievance must be within sixty (60) calendar days from the date the employee or the Association first became aware of, or should have become aware of, the issue(s) underlying the grievance. To file a grievance, he or she shall take the following action(s):

1. The dispute should be discussed fully with the employee's most immediate supervisor who should make every effort to resolve the dispute in a fair and equitable manner and in accordance with established policy. After the employee and the supervisor have discussed the incident, the supervisor will give the employee a written response within two working days.

2. The process described above shall continue through the line of supervision, up to and including the department head, if the aggrieved party is not satisfied with the response at the initial or preceding step(s). However, the employee must notify the Lieutenant and above of the dispute in writing. At the level of Lieutenant and above, the employee will receive a written response within five working days.

3. Should the dispute not be resolved by the department head, the employee will notify the Director of Human Resources of the dispute in writing. The Director of Human Resources will interview both parties in the dispute and others affected and report those findings to the City Manager and recommend steps to be taken to resolve the problem within the Department. Within 10 working days, the parties will be provided with a written response from the City Manager. The City Manager’s decision shall be the final step in the Administrative process.

ARTICLE 47 – ADVISORY ARBITRATION

City Council Resolution 1883, Personnel Rules and Regulations, Rule XVI, Section 2 and Section 5 shall be amended and is incorporated herein and attached as Exhibit F.

ARTICLE 48 – PERFORMANCE EVALUATION

Performance evaluations may not be appealed to the Personnel Board. The appeal process shall end at the City Manager level as provided in the grievance procedure.

ARTICLE 49 – MEDICAL EXAMINATION

The City shall provide an annual medical exam to sworn employees on a voluntary basis.

A. The City shall pay the entire cost of such examination.

B. The results of the examination shall be disclosed only to the individual participant and neither the City nor the Association shall have any rights to an individual's examination results, or general or specific medical information obtained from such examination.

C. Neither the City nor the Association shall take any steps to inquire about any general or specific medical information obtained by any party as a result of the employee's participation in this Program.

D. All medical examinations shall be conducted while the employee is in a paid capacity.

E. The examination shall, at a minimum, entitle employee to a blood test, and for those age 40 or older a "Live-Scan" heart examination once every three years, and a treadmill test. The blood test shall not screen employees for drugs or alcohol.

SIGNATURES
Adopted July 8, 2025

FOR THE
CITY OF BUENA PARK

Eddie Fenton
Assistant City Manager/
Director of Human Resources

Rebecca Valdez
Human Resources Manager

FOR THE BUENA PARK
POLICE ASSOCIATION

Roger Plumlee
President

Dirk O'Dette
Vice President

Maria Esquetini
Secretary

David Bernal
Board Member

EXHIBIT A – SWORN GROUP – PAY SCHEDULE – EFFECTIVE JULY 5, 2025

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Range**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**
Police Officer	345	50.28	8,715	104,582	52.81	9,154	109,845	55.44	9,610	115,315	58.20	10,088	121,056	61.11	10,592	127,109	64.17	11,123	133,474	66.09	11,456	137,467
Police Corporal	348	54.20	9,395	112,736	56.88	9,859	118,310	59.77	10,360	124,322	62.76	10,878	130,541	65.84	11,412	136,947	69.16	11,988	143,853	71.25	12,350	148,200
Police Sergeant	354	65.23	11,307	135,678	68.46	11,866	142,397	71.88	12,459	149,510	75.52	13,090	157,082	79.29	13,744	164,923	83.22	14,425	173,098	85.72	14,858	178,298

EXHIBIT A – SWORN GROUP – PAY SCHEDULE – EFFECTIVE JULY 4, 2026

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Range**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**	**Hr.**	**Mo.**	**Ann.**
Police Officer	345	52.79	9,150	109,803	55.45	9,611	115,336	58.21	10,090	121,077	61.11	10,592	127,109	64.17	11,123	133,474	67.38	11,679	140,150	69.39	12,028	144,331
Police Corporal	348	56.91	9,864	118,373	59.72	10,352	124,218	62.76	10,878	130,541	65.90	11,423	137,072	69.13	11,983	143,790	72.62	12,588	151,050	74.81	12,967	155,605
Police Sergeant	354	68.49	11,872	142,459	71.88	12,459	149,510	75.47	13,082	156,978	79.30	13,745	164,944	83.25	14,430	173,160	87.38	15,146	181,750	90.01	15,602	187,221

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT B – PROFESSIONAL STAFF – PAY SCHEDULE – EFFECTIVE JULY 5, 2025

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Range**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Administrative Assistant	225	29.42	5,100	61,194	30.91	5,358	64,293	32.47	5,628	67,538	34.08	5,907	70,886	35.77	6,200	74,402	37.56	6,510	78,125			
Crimes Analyst	243	42.16	7,308	87,693	44.28	7,675	92,102	46.48	8,057	96,678	48.80	8,459	101,504	51.24	8,882	106,579	53.80	9,325	111,904			
Crimes Analyst Assistant	227	28.40	4,923	59,072	29.82	5,169	62,026	31.30	5,425	65,104	32.89	5,701	68,411	34.52	5,984	71,802	36.24	6,282	75,379			
Forensic Specialist	234	35.42	6,140	73,674	37.19	6,446	77,355	39.06	6,770	81,245	41.00	7,107	85,280	43.03	7,459	89,502	45.19	7,833	93,995			
Information Technology Administrator	251	52.61	9,119	109,429	55.20	9,568	114,816	58.01	10,055	120,661	60.88	10,553	126,630	63.92	11,080	132,954	67.15	11,639	139,672			
Information Technology Specialist	244	43.17	7,483	89,794	45.37	7,864	94,370	47.61	8,252	99,029	49.99	8,665	103,979	52.49	9,098	109,179	55.11	9,552	114,629			
Information Technology Supervisor	252	60.78	10,535	126,422	63.81	11,060	132,725	67.00	11,613	139,360	70.35	12,194	146,328	73.87	12,804	153,650	77.56	13,444	161,325			
Lead Police Services Officer	230	32.11	5,566	66,789	33.72	5,845	70,138	35.41	6,138	73,653	37.18	6,445	77,334	39.03	6,765	81,182	40.99	7,105	85,259			
Police Dispatcher	431	36.32	6,296	75,546	38.15	6,613	79,352	40.04	6,940	83,283	42.02	7,284	87,402	44.14	7,651	91,811	46.35	8,034	96,408	47.73	8,273	99,278
Police Dispatcher Supervisor	245	49.08	8,507	102,086	51.56	8,937	107,245	54.07	9,372	112,466	56.81	9,847	118,165	59.65	10,339	124,072	62.65	10,859	130,312	64.54	11,187	134,243
Police Lead Dispatcher	235	41.11	7,126	85,509	43.16	7,481	89,773	45.33	7,857	94,286	47.57	8,246	98,946	49.97	8,662	103,938	52.45	9,091	109,096	54.03	9,365	112,382
Police Records Clerk	419	26.02	4,510	54,122	27.31	4,734	56,805	28.69	4,973	59,675	30.12	5,221	62,650	31.65	5,486	65,832	33.23	5,760	69,118			
Police Records Supervisor	241	42.12	7,301	87,610	44.23	7,667	91,998	46.44	8,050	96,595	48.76	8,452	101,421	51.21	8,876	106,517	53.77	9,320	111,842			
Police Recruit	231	32.92	5,706	68,474	34.57	5,992	71,906	36.30	6,292	75,504	38.14	6,611	79,331	40.03	6,939	83,262	42.01	7,282	87,381			
Police Services Officer	424	28.21	4,890	58,677	29.63	5,136	61,630	31.11	5,392	64,709	32.64	5,658	67,891	34.30	5,945	71,344	36.03	6,245	74,942			
Property Technician	230	32.11	5,566	66,789	33.72	5,845	70,138	35.41	6,138	73,653	37.18	6,445	77,334	39.03	6,765	81,182	40.99	7,105	85,259			
Senior Account Clerk	223	28.05	4,862	58,344	29.45	5,105	61,256	30.93	5,361	64,334	32.49	5,632	67,579	34.11	5,912	70,949	35.79	6,204	74,443			
Sr. Administrative Assistant	228	31.62	5,481	65,770	33.21	5,756	69,077	34.85	6,041	72,488	36.60	6,344	76,128	38.42	6,660	79,914	40.35	6,994	83,928			
Traffic Enforcement Specialist	422	27.11	4,699	56,389	28.47	4,935	59,218	29.89	5,181	62,171	31.38	5,439	65,270	32.95	5,711	68,536	34.60	5,997	71,968			

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT B – PROFESSIONAL STAFF – PAY SCHEDULE – EFFECTIVE JULY 4, 2026

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Range**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Administrative Assistant	225	30.89	5,354	64,251	32.46	5,626	67,517	34.09	5,909	70,907	35.78	6,202	74,422	37.56	6,510	78,125	39.44	6,836	82,035			
Crimes Analyst	243	44.27	7,674	92,082	46.49	8,058	96,699	48.80	8,459	101,504	51.24	8,882	106,579	53.80	9,325	111,904	56.49	9,792	117,499			
Crimes Analyst Assistant	227	29.82	5,169	62,026	31.31	5,427	65,125	32.87	5,698	68,370	34.53	5,985	71,822	36.25	6,283	75,400	38.05	6,595	79,144			
Forensic Specialist	234	37.19	6,446	77,355	39.05	6,769	81,224	41.01	7,108	85,301	43.05	7,462	89,544	45.18	7,831	93,974	47.45	8,225	98,696			
Information Technology Administrator	251	55.24	9,575	114,899	57.96	10,046	120,557	60.91	10,558	126,693	63.92	11,080	132,954	67.12	11,634	139,610	70.51	12,222	146,661			
Information Technology Specialist	244	45.33	7,857	94,286	47.64	8,258	99,091	49.99	8,665	103,979	52.49	9,098	109,179	55.11	9,552	114,629	57.87	10,031	120,370			
Information Technology Supervisor	252	63.82	11,062	132,746	67.00	11,613	139,360	70.35	12,194	146,328	73.87	12,804	153,650	77.56	13,444	161,325	81.44	14,116	169,395			
Lead Police Services Officer	230	33.72	5,845	70,138	35.41	6,138	73,653	37.18	6,445	77,334	39.04	6,767	81,203	40.98	7,103	85,238	43.04	7,460	89,523			
Police Dispatcher	431	38.14	6,611	79,331	40.06	6,944	83,325	42.04	7,287	87,443	44.12	7,648	91,770	46.35	8,034	96,408	48.67	8,436	101,234	50.12	8,688	104,250
Police Dispatcher Supervisor	245	51.53	8,932	107,182	54.14	9,384	112,611	56.77	9,840	118,082	59.65	10,339	124,072	62.63	10,856	130,270	65.78	11,402	136,822	67.77	11,747	140,962
Police Lead Dispatcher	235	43.17	7,483	89,794	45.32	7,856	94,266	47.60	8,251	99,008	49.95	8,658	103,896	52.47	9,095	109,138	55.07	9,546	114,546	56.73	9,833	117,998
Police Records Clerk	419	27.32	4,736	56,826	28.68	4,971	59,654	30.12	5,221	62,650	31.63	5,483	65,790	33.23	5,760	69,118	34.89	6,048	72,571			
Police Records Supervisor	241	44.23	7,667	91,998	46.44	8,050	96,595	48.76	8,452	101,421	51.20	8,875	106,496	53.77	9,320	111,842	56.46	9,786	117,437			
Police Recruit	231	34.57	5,992	71,906	36.30	6,292	75,504	38.12	6,608	79,290	40.05	6,942	83,304	42.03	7,285	87,422	44.11	7,646	91,749			
Police Services Officer	424	29.62	5,134	61,610	31.11	5,392	64,709	32.67	5,663	67,954	34.27	5,940	71,282	36.02	6,244	74,922	37.83	6,557	78,686			
Property Technician	230	33.72	5,845	70,138	35.41	6,138	73,653	37.18	6,445	77,334	39.04	6,767	81,203	40.98	7,103	85,238	43.04	7,460	89,523			
Senior Account Clerk	223	29.45	5,105	61,256	30.92	5,360	64,314	32.48	5,630	67,558	34.11	5,912	70,949	35.82	6,209	74,506	37.58	6,514	78,166			
Sr. Administrative Assistant	228	33.20	5,755	69,056	34.87	6,044	72,530	36.59	6,342	76,107	38.43	6,661	79,934	40.34	6,992	83,907	42.37	7,344	88,130			
Traffic Enforcement Specialist	422	28.47	4,935	59,218	29.89	5,181	62,171	31.38	5,439	65,270	32.95	5,711	68,536	34.60	5,997	71,968	36.33	6,297	75,566			

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT C – COMPENSATION PLAN

A. PURPOSE. The purpose of this Plan is to establish a Merit system of compensation for all Police Department employees based upon performance and productivity, with due consideration for all qualities of service and contribution to the City.

B. SALARY RANGES AND SALARY RATES. The establishment of salary ranges and salary rates and the allocation of classes thereto shall be by Resolution of the City Council. The type of appointment shall determine whether an employee's salary rate shall be on a biweekly or hourly basis.

1. Full-time Probationary, Provisional, Temporary, and Acting Appointments. An employee having a provisional, probationary, or acting appointment that is on a full time basis, shall be compensated at a biweekly rate.

2. Other Appointments. An employee having any other type of appointment shall be compensated at an hourly rate.

C. RESPONSIBILITIES OF CITY MANAGER. Employees shall be paid at biweekly or hourly rates as determined by the City Manager, subject to the provisions of this Resolution.

At least annually the City Manager shall review the existing Compensation Plan and recommend to the City Council a salary range and salary rates for each class for which the City Manager is the appointing authority. In determining salary ranges and salary rates, consideration shall be given to both basic pay, fringe benefits, and working conditions.

D. COMPENSATION PROCEDURES - SALARY SCHEDULES.

1. Entry Level Salary Rates:

a. In General. Except as otherwise provided herein, all new employees shall be appointed at Step 1 of the salary range in effect for the class in which the appointment is made.

b. Exceptions. The City Manager may authorize such new appointments at a salary rate up to Step 6 or Step 7 of the appropriate salary range, when the City Manager determines that equity among employees and the interests of the City will best be served.

c. Temporary Appointees. Persons employed or re-employed for part-time, temporary, or seasonal service may, upon written recommendation of the Department Head and approval of the City Manager, be compensated at any rate established for the class.

d. Acting Appointments. Acting appointments may carry additional compensation if recommended by the Department Head and approved by the City Manager, or when the City Manager determines that equity among employees and the interests of the City will best be served.

2. Step Increases Within the Range. All salary increases within the range shall be made in five percent increments whenever possible.

a. Step 1 is the minimum rate and is normally the hiring rate for the class.

b. Employees are eligible to progress through the second and third steps any time after completion of six months of service at the preceding step. These salary increases are awarded in recognition of good performance and as an incentive to continued work improvement. These increases shall be made only if recommended by the Department Head and approved by the City Manager.

c. Employees are eligible for additional salary increases to the fourth, fifth, sixth, or seventh steps any time after completion of one year of service at the preceding steps on their salary anniversary date. These increases shall be made only if recommended by the Department Head and approved by the City Manager and are awarded in recognition of good performance and as an incentive for continued work improvement.

E. COMPENSATION UPON PROMOTION.

1. Every promotion from one class to a higher class shall carry a minimum salary increase of five percent. In the event a promotion is made within six months of the employee's salary anniversary date, the placement on the new range shall be to the step of the new range which shall be seven and one-half percent or 10% over the current rate.

2. The probation and salary procedures for the position shall follow those prescribed in the various applicable paragraphs of Section D.

3. For promotion to a management position the probation and salary procedures shall follow those prescribed in the various applicable provisions of the Management Compensation Plan.

F. COMPENSATION ON DEMOTION.

1. Involuntary Demotion. An employee who is involuntarily demoted shall be reduced in salary to the nearest lowest salary rate of the class of position to which demoted. The employee shall not be required to serve a probationary period in the lower position unless specifically determined by the City Manager.

2. Voluntary Demotion. An employee who is demoted at the employee's own request shall retain the current salary rate if such rate is within the salary range of the lower classification. If the employee's salary rate prior to the demotion was higher than the maximum salary of the lower position, the employee shall receive the latter. The employee shall not be required to serve a probationary period in the lower position unless specifically determined by the City Manager.

G. FAILURE TO COMPLETE PROBATION PERIOD. The compensation of an employee who is rejected during a probation period in a classification and who is assigned to a classification having a lower salary range shall be as follows:

1. If the employee had previously completed a probation period in a lower classification, the employee shall not be required to serve another one; the employee's last salary rate in the lower position shall be the new salary rate upon reassignment to that position and the employee shall earn eligibility to receive subsequent merit salary advancements in accordance with appropriate paragraphs in Section D or E.

2. If the employee had not previously completed a probation period in a lower classification, the effective date of reassignment to that class shall be the employee's new probationary anniversary date, and the employee shall be required to serve a probation period.

H. COMPENSATION ON POSITION RECLASSIFICATION. The salary of an employee in a position that is reclassified shall be determined as follows:

1. Class With Same Salary Range. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary review date of the employee shall not be changed. This provision shall also apply to a change of class title provided there is no change in the basic duties of the position.

2. Class With Higher Salary Range. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, the salary of the employee shall be governed by the Section on Compensation Upon Promotion.

3. Class With Lower Salary Range. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change, and the employee shall not be required to serve a new probation period.

I. COMPENSATION ON TRANSFER. The salary rate and salary review date of an employee who is transferred in class shall not change.

J. COMPENSATION FOR PORTION OF PAY PERIOD. A regular or probationary appointee serving on a full-time basis who works less than a full biweekly pay period, except when on authorized leave of absence with pay, shall receive as compensation for such period an amount equal to the number of hours worked times the employee's hourly rate. The number of hours worked in such pay period shall include paid holidays.

K. CHANGE IN CLASS SALARY RANGE. If a class is allocated to a different salary range, an employee in a position in that class shall be compensated at the same lettered step in the new range as the employee was receiving in the previous range, and the salary review date shall not change.

L. COMPENSATION FOR ACTING APPOINTMENTS. Subject to the following conditions, an employee who is required on the basis of an acting appointment to serve in a class with higher salary range than that of the class in which the employee is normally assigned shall receive the entry level salary rate of the higher salary range or the rate five percent (5%) higher than the rate the employee normally receives, whichever is greater, for all such hours assigned.

1. The employee must perform all the duties and assume all the responsibilities of the higher class.

2. Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of newly budgeted positions, where the needs of the City require that the position be filled.

3. Acting appointments shall not receive merit increases and shall not be permitted for a period in excess of six continuous months, except in the manner provided in Section 2.20.080 of the Buena Park City Code.

4. The City Manager must approve all such appointments upon findings meeting the criteria set forth in this paragraph.

M. CHANGES IN SALARY ANNIVERSARY DATE. The granting of any leave of absence without pay exceeding 30 calendar days shall result in a new salary anniversary date plus the number of calendar days of the employee's leave in excess of 30 calendar days.

N. PROBATIONARY APPOINTMENT FOLLOWING PROVISIONAL APPOINTMENT. Notwithstanding the other provisions of this Resolution, a provisional appointee in a class who, without a break in service, receives a probationary appointment to a position in the same class shall be eligible for consideration for a salary advance after six months of satisfactory service, including the employee's provisional service, as

evidenced in writing by the Department Head and approved by the City Manager, and shall accrue leave benefits from the date of the provisional appointment.

The employee's probation period shall commence with the date of the provisional appointment. Satisfactory completion of such probation period shall be on written recommendation of the Department Head and approval of the City Manager.

The salary advance provisions of this section shall not apply when a provisional appointee in a class receives, without a break in continuous City service, a probationary appointment to a position in a different class having a higher salary range. The salary review date of such appointee shall be the date of the probationary appointment.

O. CONSIDERATION OF EMPLOYEE REQUESTS. Any employee shall have the right to consideration by the City Manager of any request with respect to a claimed inequity resulting from the strict application of any of the sections contained herein. The employee shall submit to the Department Head a written statement of the claimed inequity and employee request. The Department Head shall promptly forward the statement and the request along with the Department Head's written recommendation to the City Manager.

P. CONTINUITY OF SERVICE REQUIREMENTS. Continuous service, as required for advancement within salary ranges and for other purposes specified in this Resolution, is defined as City Employment on a probationary, regular, or acting appointment basis without break or interruption.

Q. AVOIDANCE OF INEQUITIES. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any of the provisions of this Resolution.

R. ADMINISTRATIVE REGULATIONS. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution. Prior to issuance, such regulations shall be referred to the City Attorney as to their conformance with this Resolution. At least annually, such regulations shall be considered for possible incorporation in a revision of this Resolution.

EXHIBIT D – HIRING OF EMPLOYEE RELATIVES

The hiring of relatives of City employees is based upon the following criteria:

A "relative" is defined as a spouse, child, step-child parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, aunt, uncle, niece, nephew, grandchild, grandparent, regardless of their place of residence, or any other individual related by blood or marriage living within the same household as the City employee.

An "employee" is defined as any person who receives a City payroll check for services, full or part-time rendered to the City of Buena Park.

The employment of relatives of City employees within the City of Buena Park is limited to the following situations: Any relative of a Council Member or the City Manager shall not be considered for employment within the City of Buena Park in any capacity, either full-time or part-time.

Any relative of a City-appointed commissioner, board or committee member, or department manager, may not be considered for employment within the department or area of responsibility of such City-appointed commissioner, board or committee member of department manager. The employment of relatives of all other City employees is prohibited within the department of the existing employee when such related employee may: perform joint duties, share responsibility or authority; report to the same immediate supervisor; or be supervised by or would supervise a relative.

Relatives of City employees, except for relatives of Council Members, the City Manager, City-appointed commissioners, board or department managers may be hired for seasonal assignments. However, such employment shall not exceed twenty 20% of the complement of seasonal employees in that classification and shall be selected only by an open recruitment process.

City employees who are related as described above, shall not be affected in their current job status except when the City Manager determines that the circumstances of such employment raises an undue hardship upon the other employees within the particular work unit and that such employment is detrimental to the supervision, safety, security or morale of the particular work unit.

If two existing City employees become married and their employment conflicts with the policy stated above, they may continue employment provided that such employment does not directly or indirectly place an undue hardship upon other employees within the particular work unit of the married couple and such employment is not detrimental to the supervision, safety, security or morale of the particular work unit. The City Manager shall determine whether or not such detriment or undue hardship exists.

The City Manager is authorized to issue written guidelines to implement and enforce this policy. All determinations made by the City Manager shall be final and conclusive and not subject to Section 2-136 of the Administrative Section of the City Code. In all situations where the City Manager determines a conflict to exist between existing or future related employees, the City Manager shall attempt to resolve such conflict in the following manner:

A. Attempt to redefine the job responsibilities of the related employees within the department to minimize the conflict.

B. If such redefinition of job status is not feasible, attempt to transfer one of the employees to a similar position (without guarantee or identical salary) that would not be in violation of this policy.

C. If transfer is not feasible or acceptable, request the voluntary resignation of one of the employees.

D. If one of the employees does not voluntarily resign, the employee with the least employment experience in the City of Buena Park may be discharged by the City Manager.

EXHIBIT E – HARASSMENT IN EMPLOYMENT POLICY

I. PURPOSE OF POLICY

A. To define and issue to all employees the City's policy on the prohibition and prevention of harassment, discrimination, retaliation and bullying in the workplace.

B. To fully inform all employees of their right to have a safe work environment and be free of unlawful harassment, discrimination, retaliation, and bullying in the workplace.

C. To fully inform all employees that the City of Buena Park does not and will not tolerate any conduct that is believed to violate this Policy in the workplace.

D. To inform all employees of their rights if they believe that they are or have been the victim of harassment, discrimination, retaliation, and bullying.

E. To provide a means for the prompt reporting and full and effective investigation of harassment, discrimination, retaliation, and bullying complaints and to provide for effective remedial action against the harasser and for the victim.

II. STATEMENT OF POLICY

It is the policy of the City that it will not tolerate verbal or physical conduct by any employee which harasses, discriminates, retaliates, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment. In addition to prohibiting all forms of harassment, discrimination and retaliation, the City also prohibits any form of "intimidation or bullying" in the workplace or elsewhere, such as at offsite events.

Harassment or discrimination against an applicant, unpaid intern, volunteer, or employee by a supervisor, management employee, elected or appointed official, co-worker, member of the public, or contractor on the basis of race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, or any other protected classification as defined below is prohibited and will not be tolerated.

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Harassment violates Title VII of the Civil Rights Act of 1974, the California Government Code, and regulatory guidelines of the Equal Employment Opportunity Commission and the California Fair Employment and Housing Commission.

All employees will be expected to comply with this Policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this Policy against harassment, discrimination, retaliation, and bullying in the workplace. Based on the seriousness of the offense, disciplinary action will be taken up to and including termination.

When a violation of this Policy is reported, an investigation shall be conducted to determine if there was knowledge, or should have been knowledge, on the part of any supervisor, and whether any supervisor had failed to take immediate and appropriate corrective action.

Negligent supervision, tacit approval by "turning a blind eye", treating the situation as a joke, failure to take action, or concealing a situation will subject the supervisor involved to disciplinary action.

Disciplinary action or other appropriate sanction up to and including termination will be instituted for prohibited behavior as defined below.

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction or disciplinary action up to and including termination.

III. DEFINITION OF HARASSMENT

A. Protected Classifications: This policy prohibits harassment or discrimination because of an individual's protected classification. "Protected Classification" includes race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), and military or veteran status.

B. Policy Coverage: This Policy prohibits the employer, elected or appointed officials, officers, employees, or contractors from harassing or discriminating against applicants, officers, officials, employees, unpaid interns, volunteers, or contractors because of: 1) an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

C. Discrimination: This policy prohibits treating individuals differently because of the individual's protected classification as defined in this Policy.

D. Harassment may include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Note that harassment is not limited to conduct that city employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public:

1. Verbal Harassment – For example, epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

2. Physical Harassment – For example, assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, proposition, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

3. Visual Forms of Harassment – For example, derogatory posters, notices, bulletins, cartoons, emails, pictures or drawings related to a protected classification.

4. Sexual Harassment – Unwelcome sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or creates an intimidating, hostile or offensive work environment.

E. Guidelines for Identifying Harassment: To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.

4. Even visual, verbal, or physical conduct between two individuals who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

F. Retaliation: Any adverse conduct taken because an applicant, employee or contractor has reported harassment, discrimination, or bullying or has participated in the complaint and investigation process described herein, is prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment, discrimination, or bullying, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment, discrimination, or bullying, or real or implied threats of intimidation to prevent an individual from reporting harassment, discrimination, or bullying. The following individuals are protected from retaliation: those who make good faith reports of harassment, discrimination, or bullying, those who associate with an individual who is involved in reporting harassment, discrimination, or bullying, and those who participate in the complaint or investigation process.

IV. DEFINITION OF BULLYING

A. All employees, consultants, independent contractors, and visitors have the right to be treated with respect. Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment.

B. Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or any use of violence; graffiti; name calling, sarcasm, spreading rumors, and teasing. Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chat room misuse, mobile

threats by text messaging, or calls or misuse of cameras and video equipment. Under certain circumstances, bullying can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public.

V. DEFINITION OF EMPLOYEE

For the purposes of this policy, an employee shall be defined as any individual, regardless of classification, employed by the City of Buena Park, or job applicants, unpaid interns, volunteers, or contractors working under the supervision of the City, vendors and contract employees.

VI. COMPLAINT PROCEDURE

A. Any employee, job applicant, unpaid intern, volunteer, or contractor who believes he or she has been the subject of harassment or any form of bullying should report the alleged act immediately verbally or in writing with any of the following. There is no need to follow the chain of command:

   1. Immediate supervisor;
   2. Any supervisor or manager within or outside of the department;
   3. Department Head; or
   4. Director of Human Resources.

B. The limitation on reporting alleged acts of harassment, discrimination, retaliation, and bullying must be within twelve months of the incident or incidents.

C. If a complaint involves a supervisor or manager, the complaint shall be filed directly with the department head or Director of Human Resources.

D. Any supervisor or department head who receives a harassment, discrimination, retaliation, or bullying complaint is to immediately notify the Director of Human Resources.

E. Upon notification of a harassment, discrimination, retaliation or bullying complaint, the Director of Human Resources will:

   1. Inform the complainant of his or her right to initiate the complaint.

   2. Authorize the investigation of the complaint and supervise a fair and thorough investigation of the complaint by impartial and qualified personnel and/or investigate the complaint.

3. Investigation of a complaint will include interviewing the complainant, accused harasser and any named or apparent witness. Employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

4. All complaints will be handled in a timely and confidential manner. In no event will information be released to anyone who is not involved with the investigation; nor will anyone involved be permitted to discuss the subject outside the investigation.

5. Review factual information gathered through the investigation to reach a reasonable conclusion to determine whether the alleged conduct constitutes harassment, discrimination, retaliation, or bullying giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual or sexual favor aspect of the advance, and the context in which the alleged incidents occurred.

6. Timely report a summary of the results of the investigation and the determination as to whether harassment, discrimination, retaliation or bullying occurred to the appropriate person including complainant, alleged harasser, supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.

7. If conduct in violation of this Policy occurred, take and/or recommend to the department head prompt and effective remedial action against the harasser. The remedial action will be commensurate with the severity of the offense. Notify the victim that necessary steps of corrective action have been taken to resolve the problem.

8. Reasonable steps will be taken to protect the victim and other potential victims from further harassment, discrimination, retaliation, or bullying.

9. Reasonable steps will be taken to protect the victim from any retaliation as a result of communicating the complaint.

F. The city takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination, retaliation or bullying may be occurring, regardless of whether the recipient or third party reports a potential violation.

G. Option to report to outside administrative agencies: An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal and a complaint

process. The nearest offices and telephone numbers are listed on the posters that are located on City bulletin boards at the following locations:

- Human Resources Office
- Community Center
- Police Department
- City Yard
- Ehlers Event Center
- California Welcome Center

VII. CONFIDENTIALITY

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. However, complete confidentiality cannot occur due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

VIII. RESPONSIBILITIES

Elected Officials, Appointed Officials, Managers, and Supervisors are responsible for:

1. Modeling appropriate and respectful behavior.
2. Informing employees, volunteers, and contractors of this Policy.
3. Taking all steps necessary to prevent harassment, discrimination, retaliation or bullying from occurring.
4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
5. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language and behavior.
6. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
7. Informing those who complain of harassment, discrimination, retaliation or bullying of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.

8. Assisting, advising, or consulting with employees and the Director of Human Resources regarding this Policy and Complaint Procedure.
9. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with the City's Personnel Rules and Regulations, up to and including termination.
10. Implementing appropriate disciplinary and remedial actions.
11. Reporting potential violations of this Policy of which he or she becomes aware, regardless of whether a complaint has been submitted, to the Director of Human Resources or the department head.
12. Participating in periodic training and scheduling employees for training.

Each employee or contractor is responsible for:

1. Modeling appropriate and respectful behavior.
2. Treating all employees, volunteers, and contractors with respect and consideration.
3. Participating in periodic training.
4. Fully cooperating with the City's investigations by responding fully and truthfully to all questions posed during the investigation.
5. Maintaining the confidentiality of any investigation that the City conducts by not disclosing the substance of any investigatory interview, except as directed by the department head or Director of Human Resources.
6. Reporting any act he or she believes in good faith constitutes, harassment, discrimination, retaliation or bullying as defined in this Policy, to his or her immediate supervisor, or department head, or Director of Human Resources.

IX. MANDATORY TRAINING

As part of its commitment to ensuring a work environment free from bullying, harassment, and discrimination, the City requires that all of its supervisors and elected officials receive training on this Policy at least once every two years. Human Resources will schedule multiple training sessions in the Spring biennially to ensure that employees and elected officials are able to attend the mandatory training. Attendance at the training will be documented.

X. DISSEMINATION OF POLICY

All Elected Officials and City employees, supervisors and managers shall receive a copy of this Policy. All management personnel will be informed of their responsibilities in enforcing this policy. The Policy may be updated from time to

time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this Policy.

This Policy shall be posted in appropriate places.

EXHIBIT F – ADVISORY ARBITRATION

With respect to the bargaining members in this unit, City Council Resolution 1883, Rule XVI shall be amended as follows:

Section 2: Disciplinary Procedures

(h) Appeal to City Manager: The employee, upon receipt of notice of the imposition of disciplinary action against him, shall have the right to appeal the Department Head's decision in writing to the City Manager, except that an oral or written reprimand may not be so appealed. Said appeal shall be delivered to the City Manager within ten (10) business days of the employee's receipt of notice of the imposition of discipline. Otherwise, the Department Head's action shall be final and binding.

(i) Should the employee desire to appeal the Department Head's decision directly to advisory arbitration rather than having the matter reviewed by the City manager, he may do so by filing with the Human Resources Director within ten (10) business days of his receipt of the notice of imposition of discipline by the Department Head, a written appeal to the City Council. Said written appeal shall be in form and content as required by these rules and, in addition, shall state that the employee knowingly and intentionally waives his opportunity to have the action of the Department Head first reviewed by the City manager. In such a situation, the provisions of subparagraphs (h) and (i) of this Section 2 shall be deemed inapplicable to the subject proceeding.

…

(j) Advisory Arbitration: The employee, upon receipt of notice of the affirmation of disciplinary action against him by the City Manager, whether by way of total affirmation or modification of the Department Head's action, shall have the right to appeal the City Manager's decision in an advisory arbitration; except that an oral or written reprimand as provided by these Rules may not be so appealed. Said appeal shall be delivered to the Human Resources Director within ten (10) business days of the employee's receipt of notice of the City Manager's action. Otherwise, the City Manager's action shall be final and binding. The advisory arbitration shall be conducted in accordance with the provisions of Section 5 of this Rule XVI.

Section 5: Advisory Arbitration

(a) Any regular employee shall have the right to appeal a decision by the City Manager involving dismissal, demotion, reduction in pay or suspension, or of a Department Head, if City Manager review is waived by the employee, provided, however that only one (1) advisory arbitration hearing shall be allowed as to any one (1) disciplinary action.

(b) The employee's appeal shall be heard in an advisory arbitration by an impartial hearing officer selected in a manner mutually agreeable to the City Manager and the employee; if no agreement is reached the hearing officer shall be selected from a list of

advisory arbitrators from the California State Mediation and Conciliation Service (SMCS) or from a list agreed to between the City Manager and the employee. If the parties obtain a list of arbitrators from SMCS, the City will pay SMCS's fee for providing the list.

(c) The employee may be represented by his/her Association/Union representative, any other regular employee of the City, or his/her attorney.

(d) The hearing officer shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party.

(e) If both parties request that the hearing be recorded by a certified shorthand reporter, then the expenses for such recording services shall be borne equally by the City and the employee. If only one party requests that the hearing be recorded by a certified shorthand reporter, then that party alone will bear the expenses. Each party shall be responsible for any specialized or extraordinary services they might individually request.

(f) The expenses for the hearing officer shall be borne equally by the City and the Association, and each party shall be responsible for expenses they incur. The maximum expense for the hearing officer borne by the Association is $2,000.

(g) After the close of the hearing, the hearing officer shall prepare a written advisory award and findings of fact and conclusions of law based on the evidence presented at the hearing, and shall present his/her findings to the City Council and the employee within thirty (30) calendar days, or a longer period of time as stipulated by the parties. In rendering an award, the hearing officer shall be limited to the express terms of this document and shall not have the power to modify, amend, or delete any terms or provisions of this document. Failure of either party to insist upon compliance with any provision of this document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

(h) At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.

(i) Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which party called him/her to testify, and to rebut the evidence against him/her.

(j) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make

improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(k) The City Council shall review the hearing officer's recommendation, but shall not be bound thereby. The City Council shall adopt, amend, modify or reject the recommended findings, conclusions and/or opinion of the hearing officer. Prior to making a decision which adopts the hearing officer's recommendation, the City Council may order and read the transcript, at the Council's discretion. Prior to making a decision which modifies or rejects the hearing officer's recommendation, the City Council shall order and read the transcript of the Board hearing.

(l) The City Council shall not conduct a *de novo* hearing. The City Council may, at its sole option, allow limited oral arguments from either party before making a decision.

(m) The decision of the City Council shall be final and binding, subject only to review by the courts under California Code of Civil Procedure section 1094.5.

(n) The City staff shall notify the appellant in writing, within five working days of the City Council's decision. Such notice shall indicate the effective date of the action to be taken.

July 8, 2025
NEW BUSINESS
Item No. 5F.

City Council Agenda Report

AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BUENA PARK AND CITY MANAGER AARON FRANCE

PREPARED BY	PRESENTED BY
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve an amended and restated employment agreement between the City of Buena Park and City Manager Aaron France; and 2) Authorize the Mayor and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The current agreement with the City Manager expires on July 5, 2025. On June 24, 2025, the City Council took action on a cost of living adjustment for general management and executive employees in the amount of 5% plus a 3% market adjustment effective July 5, 2025, and an additional five percent effective July 4, 2026. The City Council and the City Manager desire to extend the agreement, set the City Manager's base compensation through July 2, 2027, and apply to the City Manager similar cost of living adjustments and fringe benefit adjustments provided to the executive management employees for the 2025-2027 fiscal years.

In an effort to maintain internal equity and improve pay compaction concerns with subordinate employees, the City Council and the City Manager have also agreed to add the same 3% market adjustment to the City Manager's base pay for the 2025-2027 fiscal years.

BUDGET IMPACT

The salary increase is included within the adopted FY 2025-2027 Budget. No additional funding is requested. These changes comply with the authorization previously provided by the City Council.

Attachments

City Manager Aaron France Employment Agreement 2025-2027 (Amended Restated 6.24.25).pdf

AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BUENA PARK AND AARON FRANCE

This Amended and Restated Employment Agreement ("Agreement") is made and entered into as of July 8, 2025, by and between the City of Buena Park, a California municipal corporation ("City" or "Employer"), and Aaron France, an individual ("Employee").

R E C I T A L S

A. Employee has been employed by the City in various capacities since 2005, and has been employed in his current capacity as City Manager since March 9, 2021.

B. The current agreement between the City and City Manager expires on July 5, 2025.

C. Employee has demonstrated the requisite specialized experience, skills, training, certifications, licenses, and authorizations, and is otherwise qualified to serve as City Manager.

D. The City desires to retain Employee as City Manager and City Manager desires to continue to serve as City Manager beyond July 5, 2025.

E. City and Employee wish to enter into an amended and restated employment agreement that sets forth the rights and obligations of the parties and that will supersede all prior negotiations, discussions, or agreements.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Employee agree as follows:

1. TERM.

A. Initial Term. Unless sooner terminated as provided in Section 7, or extended as set forth in subsection (B) immediately below, this Agreement shall commence on July 5, 2025, ("Effective Date") and shall remain effective through and including July 2, 2027, ("Expiration Date").

B. Extensions. The term of this Agreement may be extended in writing on the same terms and conditions set forth herein and upon mutual consent of Employee and the City, with City's consent requiring approval by the City Council. At least two (2) weeks prior to the Expiration Date (or no later than June 22, 2027), the City Council shall notify Employee whether it desires to extend the term of this Agreement on a month-to-month basis, or any such longer time agreed by the Parties. In the event the City Council declines or fails to give notice of its intent to extend this Agreement, such action or inaction shall constitute notice of intent not to extend. Employee shall remind the City Council of its obligation to give notice under this section not later than one (1) calendar month prior to the Expiration Date (or no later than June 2, 2027). Should Employee desire not to extend the term of this Agreement, Employee shall disclose this information in the notice provided to the City Council described in the preceding sentence.

2. DUTIES AND AUTHORITY. Employee shall be vested with the full powers and shall perform the full duties of the Office of City Manager as set forth in: the Buena Park City Code; any and all applicable rules, regulations and procedures; the official and most recent job description for City Manager; and applicable state or federal law, as each of the foregoing currently or may be amended in the future exist. At the option of City, Employee shall also serve as Executive Director of any authority or agency created by or staffed by the City. Employee shall exercise such other powers and perform such other duties as the City Council may assign from time to time.

3. EMPLOYEE'S OBLIGATIONS. Employee shall devote his full energies, interest, abilities and productive time to the performance of this Agreement, and utilize his best efforts to promote City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with his duties and responsibilities to City. Employee shall obtain prior authorization from the City Council for any outside employment, consulting, teaching, or enterprise.

4. SALARY AND BENEFITS.

A. Base Salary.

(1) Base Salary Schedule. During the term of this Agreement, City shall pay Employee the annual salary reflected in the table below at the beginning of the pay period that includes the Effective Date. Employee's annual salary will be prorated and paid on City's normal paydays, subject to legally permissible or required withholdings. Employee's salary is compensation for all hours worked and for all services under this Agreement, including but not limited to service as Executive Director for any commission, boards, or agencies affiliated with the City, or any other service provided or position served by the City Manager for the City. Employee shall be exempt from the overtime pay provisions of California law (if any) and federal law.

Effective Date	Annual Salary	Monthly Equivalent
7/5/2025	$313,456.00	$26,121
7/4/2026	$329,139.20	$27,428

(2) Management Salary Adjustments. Employee shall receive general cost of living adjustments and other salary and benefit enhancements granted for other management employees only as made expressly applicable to Employee by action of the City Council. Employee shall be subject to any wage or salary concession generally applicable to management employees of City only if expressly applicable to Employee by action of the City Council or as agreed to by Employee. Salary concessions include salary reductions, furloughs, or any other wage concession generally applicable to management employees.

B. Employment Benefits.

(1) Fringe Benefit Package. In addition to base salary and except as expressly provided in this Agreement, Employee shall receive the same fringe benefits currently provided to other full-time management employees of City, as provided in the City's Compensation Plan for management and executive employees and as those benefits exist on the effective date of this Agreement. Such fringe benefits shall be subject to the terms and conditions of the applicable plan, policy, or other controlling documents. In the event a benefit has different terms for executive management and any other group of management employees, the executive management benefit shall apply to Employee. Except as otherwise required by law or by contract with any benefit provider, changes in benefits shall not apply to Employee, unless and until so determined by action of the City Council.

(2) Incentive Pays. Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee shall receive an additional four percent of base salary.

b. Educational Incentive: Master's Degree - $200 per month

(3) CalPERS Employee Contributions. Employee shall pay the entire employee contribution under the City's Public Employees' Retirement System plan for miscellaneous employees. In the event City implements wage or salary concessions that are in-lieu of a requirement for management employees to pay some or all of the employee contributions, Employee will not be subject to such wage or salary concessions and contrary terms of Section 4, Paragraph A(2), above, shall not apply. This paragraph has no effect on provisions of the Compensation Plan for management employees requiring employees to pay a portion of the CalPERS employer contribution.

(4) Vacation and Management Leave Additional Terms. Employee may accrue vacation leave up to a maximum of 320 hours. Once Employee reaches the maximum accrual of 320 hours, Employee shall earn no additional vacation until his accrued balance falls below 320 hours. Upon termination of employment with the City (including retirement), as opposed to the mere termination or expiration of this Agreement, Employee shall receive cash payment for all accrued and unused vacation, not to exceed the maximum accrual limit of 320 hours. (The base hourly rate for purposes of the cash payment at termination shall be determined in the manner City normally uses at that time to convert base salary amounts to an hourly rate.) Any contrary terms of the Compensation Plan for management employees notwithstanding, Employee shall not be eligible for management or executive management leave beyond the basic grant of 60 hours per fiscal year given to all management employees.

(5) Vacation and Sick Leave Scheduling. Employee may schedule and use vacation time at his discretion, with due regard for the demands of the City Manager position and the needs of the City. Employee shall notify the City Council in writing before taking more than five (5) consecutive working days of vacation time, pre-scheduled sick leave, or otherwise being voluntarily absent from work for such period. Any requirement for

department head or City Manager approval stated in the vacation or sick leave programs are not applicable to Employee.

(5) Service Retirement Account. Prior to the Effective Date of this Agreement, City provided Management Employees hired between July 1, 1999, and July 21, 2012, with a Service Retirement Account (SRA) to defer out-of-pocket expenses for purchasing group medical insurance during retirement. During the term of this Agreement and while serving as City Manager, Employee desires to maintain his current account balance and eligibility to participate in the program as expressly as described in the Management Compensation Plan. However, 1) Employee desires to cease future contributions into this SRA program, and 2) Employee desires any calculations made in the program at retirement be made at the same base hourly rate of pay ($85.52/hour) as his former Assistant City Manager position.

(6) Cellular Phone. Prior to the Effective Date of this Agreement, City provided Employee with a cellular telephone and service plan for both personal and professional use. City will continue to provide Employee a cell phone and service plan during the term of this Agreement, subject to the same terms and conditions as existed immediately prior to this Agreement. In satisfaction of this requirement, Employee will retain his current cell phone and service plan. The cell phone and service plan may be changed in the future in the same manner as is applicable to other management employees receiving City provided cell phones and plans.

(7) Expenses. City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. City agrees to reimburse or to pay such business expenses, which are incurred and submitted according to City's normal expense reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

(8) City Vehicle. City shall provide Employee with the use of a City passenger vehicle. City will insure (or self-insure), maintain, and pay the cost of fuel to operate this vehicle. Employee may use the vehicle for personal and official business.

(9) Bonding. City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of his employment as City Manager.

C. Employment Status. This Agreement will continue Employee's employment with the City without interruption. Consequently, Employee's length of service with the City will continue to advance, without interruption, for benefits administration or other relevant purposes. Employee's paid leave balances will carry-over to the new position of City Manager, and Employee will accrue additional leave time during the term of this Agreement based on overall length of service with the City.

5. EVALUATIONS. Employee shall report to and may be evaluated by the City Council at any such times as determined in the City Council's discretion. During the term of this Agreement, Employee's performance as City Manager may be reviewed by the City

Council every twelve (12) months after the Effective Date. Employee will request and schedule such reviews, as appropriate pursuant to City agenda procedures or as otherwise directed by City Council. Nothing in this paragraph is intended to limit or preclude additional evaluations or reviews of Employee's performance by the City Council, or to limit or restrict the normal communications process between the City Council and the position of City Manager.

6. INDEMNIFICATION. Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and pay any costs and judgments assessed against Employee arising out of an act or omission by Employee occurring in the course and scope of Employee's performance of his duties under this Agreement. However, in the event City provides funds for legal criminal defense pursuant to this section and terms of the Government Code, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 – 53243.4.

7. AT-WILL EMPLOYMENT RELATIONSHIP.

A. Consistent with Buena Park City Code Section 2.16.010 and California Government Code Section 36506, by way of this Agreement Employee is appointed by and serves as City Manager at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate this Agreement. City shall pay Employee for all services rendered under this Agreement throughout the term, and Employee shall have no right to any additional compensation or payment of any kind or nature; with the exception for payment of benefits to Employee as provided under Section 4 that accrue to Employee prior to the effective date of termination or expiration of this Agreement, and any severance payments that may be due Employee as provided in Section 8 below.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to entirely resign from employment with City, provided that Employee shall provide the City at least thirty (30) calendar days prior written notice.

8. SEVERANCE.

A. In lieu of the procedures and time limits provided under Buena Park City Code Sections 2.16.070 – 2.16.090, if Employer terminates this Agreement (thereby terminating Employee's Employment), without cause, Employer shall pay Employee a lump sum severance benefit calculated as provided in this paragraph. On the effective date of this Agreement, the lump sum severance shall be equal to twelve (12) months of Employee's then applicable base salary. The applicable base salary shall be Employee's base salary in effect on the effective date of termination.

B. In the event Employee's employment is entirely terminated by the City with (or for) cause, Employee shall not be entitled to any severance. As used in this Agreement, "cause" shall mean any of the following:

(1) Conviction of a felony;

(2) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

(3) Willful abandonment of duties;

(4) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body, or persistent and willful violation of properly established rules and procedures; and

(5) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of City or its organizational units, or is detrimental to employee safety or public safety.

C. If Employee voluntarily terminates this Agreement, or Employee otherwise entirely terminates or resigns from employment with the City, Employee shall not be entitled to any severance.

D. Any other term of this Agreement notwithstanding, the maximum severance that Employee may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260 – 53264, or other applicable law. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 – 53243.4.

9. INTEGRATION OF AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties concerning Employee's employment with the City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

10. METHOD OF AMENDMENT. No amendments to this Agreement may be made except by a writing signed and dated by City and Employee.

11. NOTICES. Any notice to City under this Agreement shall be given in writing to City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City Clerk at the City's then principal place of business. A courtesy copy shall be given to the City Attorney in a like manner. Any such notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at his home address then shown in City's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the third calendar day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this Article.

12. GENERAL PROVISIONS.

A. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

B. This Agreement sets forth the final, complete, and exclusive agreement between City and Employee relating to the employment of Employee as City Manager by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, his employment is subject to City's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace.

C. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California and all applicable City Codes, Ordinances and Resolutions.

D. Employee acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of City, its officers, agents or employees other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE

_____
AARON FRANCE

CITY

By:_____
JOYCE AHN, MAYOR
CITY OF BUENA PARK

ATTEST:

_____ (Seal)
City Clerk

July 8, 2025
NEW BUSINESS
Item No. 5G.

City Council Agenda Report

SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING SECTION 2.04.030 OF THE BUENA PARK MUNICIPAL CODE PERTAINING TO SALARIES FOR CITY COUNCIL MEMBERS

PREPARED BY	PRESENTED BY
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Second reading and adoption of an ordinance amending Buena Park Municipal Code Section 2.04.030 to increase salaries for City Council Members.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

On June 6, 2023, the City Council adopted Ordinance No. 1722 to fix the monthly salary for the Mayor and City Council Members at $1,473 per month effective December 10, 2024. On June 29, 2023, Governor Newsom signed Senate Bill 329 (SB 329), which allows cities to adjust City Council Member salaries based on population to take into account inflation, the work done by local government officials, and the need to ensure that people are not discouraged from seeking City office due to the low pay and high demands of holding office. Pursuant to SB 329, the new base pay amount for city council members in all cities of 75,000 to 150,000 population was limited to $1,900 per month.

On June 24, 2025, the City Council took action on a cost-of-living adjustment for general management employees in the amount of five percent (5%) effective July 5, 2025, and an additional five percent (5%) effective July 4, 2026, for a two-year agreement. In addition, at the City Council Meeting of June 24, 2025, an ordinance was introduced proposing to increase the salaries of City Council Members to $1,900 per month.

This new salary adjustment for City Council Members complies with Government Code 36516, which allows cities with populations between 75,000 and 150,000 to approve council member salaries of up to one thousand nine hundred dollars ($1,900) per month by ordinance. This increase is intended to promote greater diversity on City Councils by providing increased compensation, which can enable individuals from a wider range of income levels to serve in public office while still supporting their families. Government Code 36516 also requires the City Council to consider the adoption of an ordinance to increase City Council Member compensation in open session during at least two regular meetings of the City Council.

The law requires that any salary increases for City Council Members can only take effect when one or more members begin a new term of office. For the 2025 year, this is expected to happen on December 8, 2026. On that date, the monthly salary for City Council Members will increase to $1,900 per month.

BUDGET IMPACT

The proposed salary increase is included within the adopted FY 2025-2027 Budget. These changes comply with the authorization provided by the City Council.

Attachments

ORD City Council Salaries 2025 2026 Ordinance Second Reading.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING SECTION 2.04.030 OF THE BUENA PARK MUNICIPAL CODE PERTAINING TO SALARIES FOR CITY COUNCIL MEMBERS

WHEREAS, the City of Buena Park ("City") is a California charter city vested with the police powers to enact and enforce local ordinances necessary to protect and advance the general health, safety, and welfare of the community;

WHEREAS, Government Code Section 36516 states that a city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city, with such salary being $1,900 per month for city council members of cities with a population between 75,000 and 150,000 residents;

WHEREAS, Section 2.04.030 of the Buena Park Municipal Code establishes the salaries for members of the Buena Park City Council ("City Council"), and said section was last amended prior to the effective date of Senate Bill 329 with the City Council's adoption of Ordinance No. 1722 on June 6, 2023;

WHEREAS, the time, commitment and expense of serving on the City Council has increased significantly since the City Council's salary was last adjusted, and increasing the monthly compensation for individuals serving on the City Council as permitted by the Government Code is necessary and appropriate to keep pace with inflation and enable individuals with varied income levels to receive a salary in an amount that compensates their public service and aids their ability to serve the community while and simultaneously supporting their families; and

WHEREAS, consistent with the dictates of Government Code Section 36516.5, the effective date of the adjustment to the salaries of the City Council made by this ordinance shall be delayed until one such council member commences a new term of office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

Section 1: The facts and findings set forth in the above recitals are true and correct, and incorporated as a substantive part of this ordinance.

Section 2: Section 2.04.030 of the Buena Park Municipal Code is hereby amended in its entirety to read as follows:

> "Each member of the City Council shall receive, as salary, the sum of one thousand nine hundred ($1,900) dollars per month, which shall be payable from and after the operative date of Ordinance No. ____. Such salary shall be payable in the same manner as salaries are paid to other officers and employees of the City. Salaries for City Council Members shall be prorated on the basis of a thirty-day month in the event any City Council Member leaves or assumes office."

Section 3: The effective date of this ordinance shall be the date which one or more members of the City Council begin a new term of office after July 5, 2025, which is anticipated to be December 8, 2026.

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing Ordinance No._____ was introduced at a Regular Meeting of the City Council of the City of Buena Park held on the 24th day of June 2025, and adopted at a Regular Meeting of the City Council of the City of Buena Park held on the 8th day of July 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
ADRIA M. JIMENEZ, MMC
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that a summary of foregoing Ordinance No._____, was posted in the regular posting places in the City of Buena Park on _____, 2025, after adoption, including the vote thereon.

_____
ADRIA M. JIMENEZ, MMC
City Clerk

July 8, 2025
NEW BUSINESS
Item No. 5H.

City Council Agenda Report

RESOLUTION TO APPROVE A PUBLICLY AVAILABLE SALARY SCHEDULE

PREPARED BY	PRESENTED BY
Rebecca Valdez, Human Resources Manager	Rebecca Valdez, Human Resources Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving a publicly available pay schedule.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park contracts with the California Public Employees Retirement System (CalPERS) to provide pension benefits for its employees. The Public Employees' Retirement Law (PERL) Government Code Sections 20636 and 20636.1 define compensation earnable for state, school, and public agency members of CalPERS. In order to meet the definition of compensation earnable, an amount of pay must either constitute pay rate or special compensation, as defined in the statutes. Section 20636(d) further requires that pay rate and special compensation schedules, ordinances, or similar documents be public records available for public scrutiny.

The City, as part of the City Council's Strategic Plan to provide transparency, accessibility, and openness in its operations, has posted employees' contracts, memorandum of understandings (MOUs), compensation plans, and employee pay information on the City's website at http://www.buenapark.com. However, California Code of Regulations (CCR) Section 570.5 clarifies the requirement that "publicly available pay schedules" must be duly approved and adopted by the City Council in one document to facilitate public disclosure. Due to the importance of correct payroll reporting in administering the PERL and CalPERS member benefits, CalPERS sent a Circular Letter to remind all employers of the law and the criteria for reporting compensation earnable.

CCR570.5 outlines the required elements necessary to meet the definition for a publicly available pay schedule as follows:

(a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, pay rate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2. Identifies the position title for every employee position;
3. Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the pay rate.

All eight requirements must be met in one pay schedule for each member's pay, in order for CalPERS to approve the pay amount as pay rate and reportable compensation earnable.

In an effort to meet all of the requirements listed above, Attachment No. 1 of the proposed resolution, which will be posted online upon approval, contains the pay schedule for all City employees, including the City Manager, Executive team, and City Council Members, in a clear and easy-to-read format. Each time a salary increase is approved, this pay schedule must be updated and approved by the City Council.

Special compensation requirements are incorporated in each respective employee contract, MOU, and Compensation Plan and were previously approved in a public meeting by the City Council. These agreements have also been posted on the City's website at www.buenapark com.

BUDGET IMPACT

There is no impact to the budget from the adoption of the proposed resolution. No changes to the pay schedule are recommended at this time and the rates listed in the pay schedule have been previously adopted by the City Council and are included in the budget.

Attachments

Reso Publicly Available Salary Schedule 2025 Reso Att1of2.pdf

2025.07.05 All Salary Grades.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A PUBLICLY AVAILABLE PAY SCHEDULE AS REQUIRED BY CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires that California Public Employees Retirement System (CalPERS) member agencies adopt a publicly available pay schedule; and

WHEREAS, the City's individual employees' Contracts, MOUs, and Compensation Plans were previously duly approved and adopted by the City Council and posted on the City's website; and

WHEREAS, All California Code of Regulations, Title 2, Section 570.5 requirements must be met in one pay schedule for each member's pay in order for CalPERS to approve the pay amount as reportable compensation; and

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount and ranges for each position, the time base upon which the amounts are based, and an effective date retroactive to July 5, 2025; and

WHEREAS, it is the desire of the City Council to approve a publicly available pay schedule in a clear and easy to read format to facilitate public disclosure of pay information for public employees, and to ensure it complies with State law.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine, and order as follows:

Section 1: The Publicly Available Pay Schedule as described in Attachment No. 1 of this resolution is hereby approved.

PASSED AND ADOPTED this 8th day of July 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____

Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 8th day of July 2025.

_____
City Clerk

CITY OF BUENA PARK
Pay Schedule By Classification
Effective July 5, 2025

			Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Unit**	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Account Clerk	BPTOP	117	23.96	4,153	49,837	25.11	4,352	52,229	26.28	4,555	54,662	27.56	4,777	57,325	28.90	5,009	60,112	30.27	5,247	62,962	31.03	5,379	64,542
Accountant	BPTOP	136	37.58	6,514	78,166	39.44	6,836	82,035	41.35	7,167	86,008	43.39	7,521	90,251	45.50	7,887	94,640	47.71	8,270	99,237	48.90	8,476	101,712
Accounting Technician	BPTOP	125	28.97	5,022	60,258	30.35	5,261	63,128	31.77	5,507	66,082	33.35	5,781	69,368	34.97	6,062	72,738	36.63	6,349	76,190	37.55	6,509	78,104
Administrative Assistant	BPTOP	123	27.59	4,782	57,387	28.95	5,018	60,216	30.32	5,256	63,066	31.76	5,505	66,061	33.33	5,777	69,326	34.93	6,055	72,654	35.80	6,205	74,464
Administrative Assistant	BPPA	225	29.42	5,100	61,194	30.91	5,358	64,293	32.47	5,628	67,538	34.08	5,907	70,886	35.77	6,200	74,402	37.56	6,510	78,125			
Administrative Intern*	Non-Represented	17										21.43	3,715	44,574	22.50	3,900	46,800						
Assistant City Clerk	Mid Management	800	44.42	7,700	92,394	46.57	8,072	96,866	48.87	8,471	101,650	51.23	8,880	106,558	53.74	9,315	111,779	55.35	9,594	115,128			
Assistant City Engineer	Mid Management	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034			
Assistant City Manager/Director of Human Resources	Executive	101	102.43	17,755	213,054							122.91	21,304	255,653				129.06	22,370	268,445			
Assistant Engineer	BPTOP	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Assistant Planner	BPTOP	134	35.89	6,221	74,651	37.58	6,514	78,166	39.43	6,835	82,014	41.35	7,167	86,008	43.38	7,519	90,230	45.48	7,883	94,598	46.62	8,081	96,970
Associate Engineer	Mid Management	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723			
Associate Plan Check Engineer	Mid Management	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723			
Associate Planner	BPTOP	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Building and Safety Manager	Mid Management	812	59.33	10,284	123,406	62.25	10,790	129,480	65.29	11,317	135,803	68.50	11,873	142,480	71.85	12,454	149,448	74.01	12,828	153,941			
Building Inspector	BPTOP	136	37.58	6,514	78,166	39.44	6,836	82,035	41.35	7,167	86,008	43.39	7,521	90,251	45.50	7,887	94,640	47.71	8,270	99,237	48.90	8,476	101,712
Building Inspector Technician	BPTOP	133	35.00	6,067	72,800	36.72	6,365	76,378	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	44.35	7,687	92,248	45.46	7,880	94,557
Bus Driver*	Non-Represented	19	23.85	4,134	49,608	25.04	4,340	52,083	26.29	4,557	54,683	27.60	4,784	57,408	28.98	5,023	60,278						
Business License Inspector	Non-Represented	11	26.08	4,521	54,246	27.38	4,746	56,950	28.75	4,983	59,800	30.19	5,233	62,795	31.70	5,495	65,936						
Buyer	BPTOP	126	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.13	5,916	70,990	35.81	6,207	74,485	37.53	6,505	78,062	38.47	6,668	80,018
Cashier*	Non-Represented	3										19.48	3,377	40,518	20.45	3,545	42,536						
City Manager	Executive	100																150.70	26,121	313,456			
Code Enforcement Officer	BPTOP	134	35.89	6,221	74,651	37.58	6,514	78,166	39.43	6,835	82,014	41.35	7,167	86,008	43.38	7,519	90,230	45.48	7,883	94,598	46.62	8,081	96,970
Code Enforcement Supervisor	Mid Management	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099			
Code Enforcement Technician	BPTOP	121	26.31	4,560	54,725	27.59	4,782	57,387	28.91	5,011	60,133	30.30	5,252	63,024	31.74	5,502	66,019	33.31	5,774	69,285	34.14	5,918	71,011
Community Outreach Coordinator	BPTOP	123	27.59	4,782	57,387	28.95	5,018	60,216	30.32	5,256	63,066	31.76	5,505	66,061	33.33	5,777	69,326	34.93	6,055	72,654	35.80	6,205	74,464
Community Service Aide*	Non-Represented	17										21.43	3,715	44,574	22.50	3,900	46,800						
Community Services Coordinator	BPTOP	131	33.38	5,786	69,430	35.01	6,068	72,821	36.73	6,367	76,398	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	43.34	7,512	90,147
Community Services Leader I*	Non-Represented	1													19.30	3,345	40,144						
Community Services Leader II*	Non-Represented	3										19.48	3,377	40,518	20.45	3,545	42,536						
Community Services Supervisor	Mid Management	801	45.51	7,888	94,661	47.74	8,275	99,299	50.07	8,679	104,146	52.53	9,105	109,262	55.08	9,547	114,566	56.73	9,833	117,998			
Consultant/Specialist	Non-Represented	96	27.30	4,732	56,784										120.39	20,868	250,411						
Crimes Analyst	BPPA	243	42.16	7,308	87,693	44.28	7,675	92,102	46.48	8,057	96,678	48.80	8,459	101,504	51.24	8,882	106,579	53.80	9,325	111,904			
Crimes Analyst Assistant	BPPA	227	28.40	4,923	59,072	29.82	5,169	62,026	31.30	5,425	65,104	32.89	5,701	68,411	34.52	5,984	71,802	36.24	6,282	75,379			
Director of Community Development	Executive	103	95.83	16,611	199,326							115.00	19,933	239,200				120.75	20,930	251,160			
Director of Community Services	Executive	105	95.83	16,611	199,326							115.00	19,933	239,200				120.75	20,930	251,160			

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Position	**Unit**	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Director of Finance / Treasurer	Executive	103	95.83	16,611	199,326							115.00	19,933	239,200				120.75	20,930	251,160			
Director of Government and Community Relations (City Clerk)	Executive	109																121.33	21,031	252,366			
Director of Public Works / City Engineer	Executive	112	95.83	16,611	199,326							115.00	19,933	239,200				120.75	20,930	251,160			
Driver/Scheduler	BPCEA	521	26.31	4,560	54,725	27.58	4,781	57,366	28.91	5,011	60,133	30.28	5,249	62,982	31.74	5,502	66,019	33.31	5,774	69,285	34.14	5,918	71,011
Economic Development Administrator	Mid Management	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034			
Emergency Services Coordinator*	Non-Represented	14	39.62	6,868	82,410	41.60	7,211	86,528	43.68	7,571	90,854	45.86	7,949	95,389	48.15	8,346	100,152						
Engineering Aide*	Non-Represented	9													24.08	4,174	50,086						
Environmental Inspector	BPTOP	132	34.19	5,926	71,115	35.88	6,219	74,630	37.56	6,510	78,125	39.42	6,833	81,994	41.35	7,167	86,008	43.37	7,518	90,210	44.45	7,705	92,456
Executive Assistant	BPTOP	131	33.38	5,786	69,430	35.01	6,068	72,821	36.73	6,367	76,398	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	43.34	7,512	90,147
Facilities and Parks Superintendent	Mid Management	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099			
Facilities Maintenance Supervisor	Mid Management	797	41.11	7,126	85,509	43.14	7,478	89,731	45.34	7,859	94,307	47.57	8,246	98,946	49.97	8,662	103,938	51.47	8,922	107,058			
Facilities Maintenance Technician	BPCEA	526	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.16	5,921	71,053	35.81	6,207	74,485	37.54	6,507	78,083	38.48	6,670	80,038
Facilities Maintenance Worker	BPCEA	522	26.95	4,671	56,056	28.26	4,898	58,781	29.60	5,131	61,568	31.03	5,379	64,542	32.51	5,635	67,621	34.09	5,909	70,907	34.94	6,056	72,675
Finance Manager	Mid Management	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637			
Fleet Maintenance Superintendent	Mid Management	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099			
Fleet Maintenance Supervisor	Mid Management	800	44.42	7,700	92,394	46.57	8,072	96,866	48.87	8,471	101,650	51.23	8,880	106,558	53.74	9,315	111,779	55.35	9,594	115,128			
Fleet Mechanic	BPCEA	529	31.85	5,521	66,248	33.37	5,784	69,410	34.99	6,065	72,779	36.68	6,358	76,294	38.44	6,663	79,955	40.32	6,989	83,866	41.33	7,164	85,966
Forensic Specialist	BPPA	234	35.42	6,140	73,674	37.19	6,446	77,355	39.06	6,770	81,245	41.00	7,107	85,280	43.03	7,459	89,502	45.19	7,833	93,995			
Homeless Outreach Case Manager	Non-Represented	10	29.43	5,101	61,214	30.90	5,356	64,272	32.45	5,625	67,496	34.07	5,906	70,866	35.77	6,200	74,402						
Homeless Outreach Coordinator	BPTOP	131	33.38	5,786	69,430	35.01	6,068	72,821	36.73	6,367	76,398	38.46	6,666	79,997	40.34	6,992	83,907	42.28	7,329	87,942	43.34	7,512	90,147
Homeless Outreach Supervisor	Mid Management	801	45.51	7,888	94,661	47.74	8,275	99,299	50.07	8,679	104,146	52.53	9,105	109,262	55.08	9,547	114,566	56.73	9,833	117,998			
Housing and CDBG Analyst	BPTOP	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Housing Specialist	BPTOP	132	34.19	5,926	71,115	35.88	6,219	74,630	37.56	6,510	78,125	39.42	6,833	81,994	41.35	7,167	86,008	43.37	7,518	90,210	44.45	7,705	92,456
Human Resources Analyst	BPTOP	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Human Resources Manager	Mid Management	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637			
Human Resources Specialist	BPTOP	132	34.19	5,926	71,115	35.88	6,219	74,630	37.56	6,510	78,125	39.42	6,833	81,994	41.35	7,167	86,008	43.37	7,518	90,210	44.45	7,705	92,456
Information Technology Administrator	BPPA	251	52.61	9,119	109,429	55.20	9,568	114,816	58.01	10,055	120,661	60.88	10,553	126,630	63.92	11,080	132,954	67.15	11,639	139,672			
Information Technology Specialist	BPPA	244	43.17	7,483	89,794	45.37	7,864	94,370	47.61	8,252	99,029	49.99	8,665	103,979	52.49	9,098	109,179	55.11	9,552	114,629			
Information Technology Supervisor	BPPA	252	60.78	10,535	126,422	63.81	11,060	132,725	67.00	11,613	139,360	70.35	12,194	146,328	73.87	12,804	153,650	77.56	13,444	161,325			
Lead Facilities Maintenance Technician	BPCEA	531	33.02	5,724	68,682	34.66	6,008	72,093	36.39	6,308	75,691	38.21	6,623	79,477	40.11	6,952	83,429	42.13	7,303	87,630	43.18	7,485	89,814
Lead Fleet Mechanic	BPCEA	533	35.00	6,067	72,800	36.73	6,367	76,398	38.48	6,670	80,038	40.34	6,992	83,907	42.28	7,329	87,942	44.35	7,687	92,248	45.46	7,880	94,557
Lead Maintenance Worker	BPCEA	531	33.02	5,724	68,682	34.66	6,008	72,093	36.39	6,308	75,691	38.21	6,623	79,477	40.11	6,952	83,429	42.13	7,303	87,630	43.18	7,485	89,814
Lead Police Services Officer	BPPA	230	32.11	5,566	66,789	33.72	5,845	70,138	35.41	6,138	73,653	37.18	6,445	77,334	39.03	6,765	81,182	40.99	7,105	85,259			
Lead Sewer Services Technician	BPCEA	534	34.63	6,003	72,030	36.97	6,408	76,898	39.27	6,807	81,682	41.54	7,200	86,403	43.89	7,608	91,291	46.17	8,003	96,034	47.32	8,202	98,426
Lead Signs & Markings Technician	BPCEA	531	33.02	5,724	68,682	34.66	6,008	72,093	36.39	6,308	75,691	38.21	6,623	79,477	40.11	6,952	83,429	42.13	7,303	87,630	43.18	7,485	89,814
Lead Water Services Technician	BPCEA	534	34.63	6,003	72,030	36.97	6,408	76,898	39.27	6,807	81,682	41.54	7,200	86,403	43.89	7,608	91,291	46.17	8,003	96,034	47.32	8,202	98,426

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Position	**Unit**	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Lifeguard*	Non-Represented	2	18.98	3,290	39,478	19.93	3,455	41,454	20.93	3,628	43,534	21.98	3,810	45,718	23.08	4,001	48,006						
Lube Technician*	Non-Represented	4				18.49	3,205	38,459	19.41	3,364	40,373	20.38	3,533	42,390	21.40	3,709	44,512						
Mailroom Aide	BPTOP	113	21.83	3,784	45,406	22.85	3,961	47,528	23.95	4,151	49,816	25.10	4,351	52,208	26.24	4,548	54,579	27.56	4,777	57,325	28.25	4,897	58,760
Maintenance Assistant*	Non-Represented	1													19.30	3,345	40,144						
Maintenance Helper	BPCEA	508	19.43	3,368	40,414	20.35	3,527	42,328	21.29	3,690	44,283	22.29	3,864	46,363	23.37	4,051	48,610	24.47	4,242	50,898	25.08	4,347	52,166
Maintenance Worker	BPCEA	522	26.95	4,671	56,056	28.26	4,898	58,781	29.60	5,131	61,568	31.03	5,379	64,542	32.51	5,635	67,621	34.09	5,909	70,907	34.94	6,056	72,675
Management Analyst	BPTOP	141	42.43	7,355	88,254	44.49	7,712	92,539	46.66	8,088	97,053	48.92	8,480	101,754	51.30	8,892	106,704	53.79	9,324	111,883	55.13	9,556	114,670
Management Assistant	BPTOP	134	35.89	6,221	74,651	37.58	6,514	78,166	39.43	6,835	82,014	41.35	7,167	86,008	43.38	7,519	90,230	45.48	7,883	94,598	46.62	8,081	96,970
Marketing Aide*	Non-Represented	17										21.43	3,715	44,574	22.50	3,900	46,800						
Marketing Assistant	BPTOP	114	22.32	3,869	46,426	23.38	4,053	48,630	24.50	4,247	50,960	25.67	4,450	53,394	26.87	4,658	55,890	28.19	4,886	58,635	28.89	5,008	60,091
Marketing Specialist	BPTOP	130	32.60	5,651	67,808	34.19	5,926	71,115	35.87	6,218	74,610	37.55	6,509	78,104	39.41	6,831	81,973	41.33	7,164	85,966	42.36	7,342	88,109
Office Aide*	Non-Represented	17										21.43	3,715	44,574	22.50	3,900	46,800						
Office Assistant	BPTOP	114	22.32	3,869	46,426	23.38	4,053	48,630	24.50	4,247	50,960	25.67	4,450	53,394	26.87	4,658	55,890	28.19	4,886	58,635	28.89	5,008	60,091
Operations Manager	Mid Management	820	72.03	12,485	149,822	75.57	13,099	157,186	79.29	13,744	164,923	83.19	14,420	173,035	87.30	15,132	181,584	89.92	15,586	187,034			
Payroll Technician	BPTOP	129	31.85	5,521	66,248	33.37	5,784	69,410	34.99	6,065	72,779	36.68	6,358	76,294	38.44	6,663	79,955	40.29	6,984	83,803	41.30	7,159	85,904
Permit Technician	BPTOP	121	26.31	4,560	54,725	27.59	4,782	57,387	28.91	5,011	60,133	30.30	5,252	63,024	31.74	5,502	66,019	33.31	5,774	69,285	34.14	5,918	71,011
Planning Aide*	Non-Represented	9													24.08	4,174	50,086						
Planning Manager	Mid Management	812	59.33	10,284	123,406	62.25	10,790	129,480	65.29	11,317	135,803	68.50	11,873	142,480	71.85	12,454	149,448	74.01	12,828	153,941			
PlanningTechnician	BPTOP	121	26.31	4,560	54,725	27.59	4,782	57,387	28.91	5,011	60,133	30.30	5,252	63,024	31.74	5,502	66,019	33.31	5,774	69,285	34.14	5,918	71,011
Police Cadet*	Non-Represented	7	24.99	4,332	51,979	26.24	4,548	54,579	27.55	4,775	57,304	28.93	5,015	60,174	30.38	5,266	63,190						
Police Captain	PMG	720	94.70	16,415	196,976	99.40	17,229	206,752	104.28	18,075	216,902	109.42	18,966	227,594	114.79	19,897	238,763	118.24	20,495	245,939			
Police Chief	Executive	111																133.34	23,112	277,347			
Police Communications Call Taker	Non-Represented	20	26.83	4,651	55,806	28.17	4,883	58,594	29.58	5,127	61,526	31.06	5,384	64,605	32.61	5,652	67,829						
Police Corporal	BPPA	348	54.20	9,395	112,736	56.88	9,859	118,310	59.77	10,360	124,322	62.76	10,878	130,541	65.84	11,412	136,947	69.16	11,988	143,853	71.25	12,350	148,200
Police Dispatcher	BPPA	431	36.32	6,296	75,546	38.15	6,613	79,352	40.04	6,940	83,283	42.02	7,284	87,402	44.14	7,651	91,811	46.35	8,034	96,408	47.73	8,273	99,278
Police Dispatcher Supervisor	BPPA	245	49.08	8,507	102,086	51.56	8,937	107,245	54.07	9,372	112,466	56.81	9,847	118,165	59.65	10,339	124,072	62.65	10,859	130,312	64.54	11,187	134,243
Police Lead Dispatcher	BPPA	235	41.11	7,126	85,509	43.16	7,481	89,773	45.33	7,857	94,286	47.57	8,246	98,946	49.97	8,662	103,938	52.45	9,091	109,096	54.03	9,365	112,382
Police Lieutenant	PMG	714	81.82	14,182	170,186	85.89	14,888	178,651	90.09	15,616	187,387	94.53	16,385	196,622	99.24	17,202	206,419	102.22	17,718	212,618			
Police Officer	BPPA	345	50.28	8,715	104,582	52.81	9,154	109,845	55.44	9,610	115,315	58.20	10,088	121,056	61.11	10,592	127,109	64.17	11,123	133,474	66.09	11,456	137,467
Police Records Clerk	BPPA	419	26.02	4,510	54,122	27.31	4,734	56,805	28.69	4,973	59,675	30.12	5,221	62,650	31.65	5,486	65,832	33.23	5,760	69,118			
Police Records Supervisor	BPPA	241	42.12	7,301	87,610	44.23	7,667	91,998	46.44	8,050	96,595	48.76	8,452	101,421	51.21	8,876	106,517	53.77	9,320	111,842			
Police Recruit	BPPA	231	32.92	5,706	68,474	34.57	5,992	71,906	36.30	6,292	75,504	38.14	6,611	79,331	40.03	6,939	83,262	42.01	7,282	87,381			
Police Reserve Officer	Non-Represented	98													33.00	5,720	68,640						
Police Reserve Officer (Extra Duty Detail)	Non-Represented	99													49.50	8,580	102,960						
Police Sergeant	BPPA	354	65.23	11,307	135,678	68.46	11,866	142,397	71.88	12,459	149,510	75.52	13,090	157,082	79.29	13,744	164,923	83.22	14,425	173,098	85.72	14,858	178,298

CITY OF BUENA PARK
Pay Schedule By Classification
Effective July 5, 2025

			Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	Unit	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Police Services Officer	BPPA	424	28.21	4,890	58,677	29.63	5,136	61,630	31.11	5,392	64,709	32.64	5,658	67,891	34.30	5,945	71,344	36.03	6,245	74,942			
Police Training Assistant*	Non-Represented	8	22.78	3,949	47,382	23.92	4,146	49,754	25.12	4,354	52,250	26.38	4,573	54,870	27.70	4,801	57,616						
Police Transcriptionist*	Non-Represented	5	19.72	3,418	41,018	20.71	3,590	43,077	21.75	3,770	45,240	22.84	3,959	47,507	23.98	4,157	49,878						
Pool Manager	Non-Represented	12	29.83	5,171	62,046	31.32	5,429	65,146	32.89	5,701	68,411	34.53	5,985	71,822	36.26	6,285	75,421						
Principal Engineer	Mid Management	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637			
Principal Plan Check Engineer	Mid Management	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637			
Property Technician	BPPA	230	32.11	5,566	66,789	33.72	5,845	70,138	35.41	6,138	73,653	37.18	6,445	77,334	39.03	6,765	81,182	40.99	7,105	85,259			
Public Works Inspector	BPTOP	136	37.58	6,514	78,166	39.44	6,836	82,035	41.35	7,167	86,008	43.39	7,521	90,251	45.50	7,887	94,640	47.71	8,270	99,237	48.90	8,476	101,712
Public Works Manager	Mid Management	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637			
Purchasing Manager	Mid Management	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637			
Secretary Clerk	BPTOP	118	24.51	4,248	50,981	25.74	4,462	53,539	26.92	4,666	55,994	28.26	4,898	58,781	29.58	5,127	61,526	31.02	5,377	64,522	31.80	5,512	66,144
Senior Account Clerk	BPPA	223	28.05	4,862	58,344	29.45	5,105	61,256	30.93	5,361	64,334	32.49	5,632	67,579	34.11	5,912	70,949	35.79	6,204	74,443			
Sewer Services Superintendent	Mid Management	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099			
Sewer Services Technician	BPCEA	522	26.95	4,671	56,056	28.26	4,898	58,781	29.60	5,131	61,568	31.03	5,379	64,542	32.51	5,635	67,621	34.09	5,909	70,907	34.94	6,056	72,675
Sr. Account Clerk	BPTOP	122	26.95	4,671	56,056	28.27	4,900	58,802	29.60	5,131	61,568	31.03	5,379	64,542	32.51	5,635	67,621	34.09	5,909	70,907	34.94	6,056	72,675
Sr. Accountant	BPTOP	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Sr. Accounting Technician	BPTOP	129	31.85	5,521	66,248	33.37	5,784	69,410	34.99	6,065	72,779	36.68	6,358	76,294	38.44	6,663	79,955	40.29	6,984	83,803	41.30	7,159	85,904
Sr. Administrative Assistant	BPTOP	126	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.13	5,916	70,990	35.81	6,207	74,485	37.53	6,505	78,062	38.47	6,668	80,018
Sr. Administrative Assistant	BPPA	228	31.62	5,481	65,770	33.21	5,756	69,077	34.85	6,041	72,488	36.60	6,344	76,128	38.42	6,660	79,914	40.35	6,994	83,928			
Sr. Building Inspector/Code Enf.	BPTOP	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Sr. Building Inspector/Plan Checker	BPTOP	146	47.84	8,292	99,507	50.19	8,700	104,395	52.63	9,123	109,470	55.18	9,565	114,774	57.89	10,034	120,411	60.75	10,530	126,360	62.27	10,794	129,522
Sr. Code Enforcement Officer	BPTOP	138	39.45	6,838	82,056	41.37	7,171	86,050	43.40	7,523	90,272	45.50	7,887	94,640	47.71	8,270	99,237	50.03	8,672	104,062	51.28	8,889	106,662
Sr. Community Services Leader*	Non-Represented	6							20.93	3,628	43,534	21.98	3,810	45,718	23.08	4,001	48,006						
Sr. Engineering Technician	BPTOP	138	39.45	6,838	82,056	41.37	7,171	86,050	43.40	7,523	90,272	45.50	7,887	94,640	47.71	8,270	99,237	50.03	8,672	104,062	51.28	8,889	106,662
Sr. Engineering Technician/GIS Specialist	BPTOP	144	45.58	7,901	94,806	47.80	8,285	99,424	50.13	8,689	104,270	52.57	9,112	109,346	55.17	9,563	114,754	57.86	10,029	120,349	59.31	10,280	123,365
Sr. Environmental Inspector	BPTOP	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Sr. Human Resources Analyst	Mid Management	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723			
Sr. Lifeguard*	Non-Represented	18	20.89	3,621	43,451	21.93	3,801	45,614	23.03	3,992	47,902	24.18	4,191	50,294	25.39	4,401	52,811						
Sr. Maintenance Worker	BPCEA	526	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.16	5,921	71,053	35.81	6,207	74,485	37.54	6,507	78,083	38.48	6,670	80,038
Sr. Management Analyst	Mid Management	810	56.54	9,800	117,603	59.33	10,284	123,406	62.24	10,788	129,459	65.28	11,315	135,782	68.49	11,872	142,459	70.54	12,227	146,723			
Sr. Office Assistant	BPTOP	116	23.40	4,056	48,672	24.50	4,247	50,960	25.69	4,453	53,435	26.88	4,659	55,910	28.20	4,888	58,656	29.53	5,119	61,422	30.27	5,247	62,962
Sr. Planner	BPTOP	146	47.84	8,292	99,507	50.19	8,700	104,395	52.63	9,123	109,470	55.18	9,565	114,774	57.89	10,034	120,411	60.75	10,530	126,360	62.27	10,794	129,522
Sr. Public Works Inspector	BPTOP	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Sr. Sewer Services Technician	BPCEA	526	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.16	5,921	71,053	35.81	6,207	74,485	37.54	6,507	78,083	38.48	6,670	80,038
Sr. Traffic Painter	BPCEA	526	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.16	5,921	71,053	35.81	6,207	74,485	37.54	6,507	78,083	38.48	6,670	80,038
Sr. Water Services Technician	BPCEA	526	29.67	5,143	61,714	31.07	5,386	64,626	32.58	5,647	67,766	34.16	5,921	71,053	35.81	6,207	74,485	37.54	6,507	78,083	38.48	6,670	80,038

CITY OF BUENA PARK
Pay Schedule By Classification
Effective July 5, 2025

			Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Position	**Unit**	**Grade**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**	**Hr.**	**Mo.**	**Annual**
Storekeeper	BPTOP	125	28.97	5,022	60,258	30.35	5,261	63,128	31.77	5,507	66,082	33.35	5,781	69,368	34.97	6,062	72,738	36.63	6,349	76,190	37.55	6,509	78,104
Street Maintenance Superintendent	Mid Management	806	51.37	8,904	106,850	53.85	9,334	112,008	56.48	9,790	117,478	59.24	10,268	123,219	62.13	10,769	129,230	63.99	11,092	133,099			
Sustainability Manager	Mid Management	818	68.60	11,891	142,688	72.02	12,484	149,802	75.56	13,097	157,165	79.28	13,742	164,902	83.17	14,416	172,994	85.67	14,850	178,194			
Traffic Enforcement Specialist	BPPA	422	27.11	4,699	56,389	28.47	4,935	59,218	29.89	5,181	62,171	31.38	5,439	65,270	32.95	5,711	68,536	34.60	5,997	71,968			
Video Technician	Non-Represented	90	27.30	4,732	56,784										58.80	10,192	122,304						
Visit Buena Park Director	Mid Management	815	63.81	11,060	132,725	66.94	11,603	139,235	70.21	12,170	146,037	73.69	12,773	153,275	77.31	13,400	160,805	79.63	13,803	165,630			
Visitor Services and Sales Manager	Mid Management	782	28.39	4,921	59,051	29.80	5,165	61,984	31.28	5,422	65,062	32.87	5,698	68,370	34.49	5,978	71,739	35.52	6,157	73,882			
Water Loss Specialist	BPTOP	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Water Quality Specialist	BPTOP	139	40.43	7,008	84,094	42.38	7,346	88,150	44.46	7,706	92,477	46.62	8,081	96,970	48.89	8,474	101,691	51.27	8,887	106,642	52.55	9,109	109,304
Water Services Manager	Mid Management	814	62.28	10,795	129,542	65.30	11,319	135,824	68.53	11,879	142,542	71.90	12,463	149,552	75.45	13,078	156,936	77.71	13,470	161,637			
Water Services Technician	BPCEA	522	26.95	4,671	56,056	28.26	4,898	58,781	29.60	5,131	61,568	31.03	5,379	64,542	32.51	5,635	67,621	34.09	5,909	70,907	34.94	6,056	72,675

July 8, 2025
STUDY SESSION
Item No. 9A.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION ON THE DEVELOPMENT OF AN ARTS AND CULTURE MASTER PLAN

PREPARED BY	PRESENTED BY
Mark Sauceda, Community Services Supervisor	Mark Sauceda, Community Services Supervisor
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Jim Box, Director of Community Services	Aaron France, City Manager

DISCUSSION

At the request of Vice Mayor Traut and Council Member Hoque, this item is being brought forward for City Council discussion and consideration. Specifically, staff is seeking direction for the development of an RFP to create an Arts and Culture Master Plan and approval of a corresponding budget appropriation.

This discussion follows the initial presentation provided during study session on April 8, 2025. At that time, the City Council requested individual meetings with staff to provide feedback on the proposed elements of the Master Plan and to better understand the costs associated with each component.

Subsequently, the Cultural Engagement Commission reviewed this item at their regular meeting on May 21, 2025. After discussion, the Commission recommended the following elements be included in the RFP for the Arts and Culture Master Plan:

Proposed Elements of the Arts and Culture Master Plan

Community Visioning Sessions	1
Online Survey	1
Key Stakeholder Interviews	15
Meetings with City Council, Cultural Engagement Commission, Staff	1
Cultural Asset Inventory - City Owned/Operated	1
Cultural Asset Inventory - Community Owned/Operated	1

City Arts Programs/Facilities Assessment	1
City Owned Art in Public Places Inventory & Assessment	1
Community Owned Public Art Inventory & Assessment	1
Plan Implementation Timeline	1
Plan Implementation Cost Estimates	1
Art in Public Places Policy & Procedure	1

An Arts and Culture Master Plan is a comprehensive document developed over the course of approximately one year through community engagement, research, and strategic planning. Once completed, the Plan will serve as a road map to guide the City's arts and cultural programming over the next five to ten years. It will offer strategic direction and a clear framework to support Buena Park's long-term cultural development goals, helping to ensure that arts and culture remain a vibrant and integral part of the City's identity and quality of life.

A budget appropriation in an amount not-to-exceed $75,000 is requested to initiate the RFP process and support the development of the Arts and Culture Master Plan. Based on research and consultation with peer cities, this amount reflects a mid-range estimate for comparable services and is considered reasonable for the scope of work envisioned.

Attachments

Copy of ArtsOC Master Arts Culture Plan Options for City of Buena Park 4-16-25A.pdf

ArtsOC Master Arts & Culture Plan Options for City of Buena Park

16-Apr-25

Arts & Culture Master Plan	$100,000		$75,000		$50,000
Community Visioning Sessions	3		1		1
Online Survey	x		x		x
Key stakeholder interviews	30		15		10
Meetings with Council, Cultural Engagement Commission, Staff	x		x		x
Cultural asset inventory, city owned/operated	x		x		x
Cultural asset inventory - community owned/operated	x		x		
City arts programs/facilities assessment	x		x		x
City owned art in public places inventory & assessment	x		x		x
Community owned public art inventory & assessment	x		x		
Plan implementation timeline	x		x		x
Plan implementation cost estimates	x		x		x
Art in public places policy & procedures	x		x		

July 8, 2025
STUDY SESSION
Item No. 9B.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE SISTER CITY PROGRAM WITH SEONGBUK-GU AND FRIENDSHIP CITY RELATIONSHIP WITH ANSAN CITY, SOUTH KOREA

PREPARED BY	PRESENTED BY
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

This item is brought before the City Council for a couple of reasons. First, as a result of expenditures in FY 24-25 related to the Sister City Program, the City Council expressed a desire to revisit the program budget. The topic was briefly discussed during the budget workshop in May, and staff indicated this matter would come back in the near future as a study session item. Secondly, our Sister City and Friendship City have both requested to be hosted during October

BACKGROUND

The City of Buena Park has a long history of connecting with its Korean American community, which makes up more than 30% of the City's population. In 2014, the City established a Friendship City relationship with Seongbuk-Gu, South Korea, which matured into a Sister City relationship in 2017. Most recently in 2024, the City established a Friendship City relationship with Ansan City, South Korea.

Historically, a Buena Park delegation consisting of City Council, City staff, Buena Park High School chaperones, and Buena Park High School students has visited South Korea, accommodated by Host City (i.e. Seongbuk-gu and Ansan) employees. All expenses (except airfare to South Korea) are paid by the host City. These expenses include hotel stays, meals, transportation, and entertainment fees. Airfare transportation has been paid for by the visiting City.

In return, delegations from Seongbuk-gu, who visit Buena Park, are hosted by the Sister City Foundation. Members of the Sister City Foundation have indicated that financial support from the City is needed in order to expand the cultural exchange program. The City has supported the program by paying for the hotel stays of the Korean delegation from Seongbuk-gu and typically hosting one dinner with the delegation and the City Council. Over the years, the length of visits and the City budget for this program has grown. Initially, the City Council allocated $15,000 for the program. However, the program is now exceeding its present General Fund allocation of $30,000, with program expenditures during FY 24-25 closer to $40,000.

In 2024, the City's trip to Ansan-si and Seongbuk-gu provided an opportunity for the City delegation to discuss new additions to Friendship Park. The City proposed that the theme of Friendship Park could incorporate aspects of traditional Korean heritage. The trip provided an opportunity to receive input, and possibly a contribution from the two cities, as far as authentic features and displays being incorporated at the park.

DISCUSSION

In March 2025, a delegation from Buena Park traveled to Ansan-si, Seongbuk-gu, and Hongcheon-gun (Vivaldi Park Resort). The trip lasted 11 days and the delegation included two elected officials, two (2) City staff members, ten (10) Buena Park High School students, two (2) Buena Park High School Assistant Principals (chaperones), and members of the Buena Park Sister City Foundation. The expense of the trip, in addition to the cost of hosting a delegation from Seongbuk-gu in the fall of 2024, exceeded the $30,000 program budget allocation.

In June 2025, the Mayor of Seongbuk-gu sent a request for a delegation of 12 students and two (2) chaperones to visit Buena Park. Elected Officials are not scheduled to attend, similar to the delegation that visited in 2024. The Seongbuk-gu student group is planning to visit Buena Park from October 18-25, 2025. Past practice has been for Seongbuk-gu to pay their own airfare costs to Buena Park. Once here, the City and the Sister City Foundation typically provide all other accommodations such as hotel rooms and transportation for the delegation. Initially, the Seongbuk-gu delegates requested that the visit include confirming the installation of the Friendship Park sculpture provided by Seongbuk-gu. Subsequently, the City was informed that Seongbuk-gu has learned about delays in the Friendship Park project through media reports and is hesitant to proceed with the installation of their donated sculptures without a pavilion.

Separately, the City somewhat unexpectedly received an email from a representative of the Danwon Youth Center in Ansan City confirming their visit to the United States as part of an international youth exchange. Ansan City is currently preparing for a 6-night, 8-day international youth exchange program between October 14-21, 2025, wherein a delegation from Ansan that includes 12 high school students, two (2) staff members from the youth center, and one (1) public official from Ansan City Hall (a total of 15 members), plans to visit California. Specifically, Ansan City is requesting one to two days of cultural and educational exchange with local Buena Park youth. City staff have not discussed this with the Sister City Foundation or Buena Park High School.

In an email sent to the City, Ansan is asking for the City's assistance in coordinating the following activities during their stay:

1. Visiting a local high school to observe classes or participate in joint activities.
2. Organizing a youth friendship program with Buena Park teens.
3. Touring a local youth center or community center in Buena Park.
4. Visiting Buena Park City Hall for a civic learning experience.
5. Taking a campus tour of UCLA, if feasible and within our network or recommendations.
6. Thursday, October 16 (all day) – Korean youth are scheduled to promote Korean culture at the LA Korean Festival* through activities such as K-POP and dance performances and distributing souvenirs.

***Note:** The International Multicultural 52nd Annual Los Angeles Korean Festival is being held October 16-19, 2025.

REQUEST OF CITY COUNCIL

The City Council should review, discuss, and consider accepting or declining one or both requests from the Korean cities to visit Buena Park in October 2025. Both visits are during the same week. Both cities are awaiting a formal response from the City.

Furthermore, the City Council should consider appropriating additional funds from the undesignated General Fund balance for the Sister City and Friendship City programs for expenses related to meetings, meals, airfare, transportation, and upgraded-quality cultural gift exchanges, should the same visit schedule be planned for the future.

Lastly, staff recommends that the City Council establish criteria or guidelines for a more formal and consistent Sister City program with student exchanges, including a robust budget and adequate staff time sufficient to sustain this priority. Staff will bring back formal program guidelines for adoption at a future meeting. However, some questions that will help solidify those guidelines are posed below:

Policy Questions For Council Consideration / Discussion on Possible Future Program Guidelines for the Sister City Program

- Does the Council wish to explore other sister city or friendship city relationships?
- Does the Council wish to expand the program beyond BPHS?
- Does the Council wish to continue the same frequency of visits?
- Does the Council wish to allocate more than the $30,000 annually for the program?

REQUEST OF CITY COUNCIL

The Sister City and Friendship City Programs typically consists of two trips per calendar year: one to Buena Park (September/October) and the other to South Korea (in March during BPHS Spring Break). To continue with the programs, the current funding level of $30,000 annually is not sufficient based on recent expenditures. Historically, Buena Park has provided a modest amount of staff time and financial resources, while the Sister City has placed a higher priority on the relationship and a higher level of dedicated staff attention and economic investment in the relationship. The relationship creates a situation where reciprocation is expected and difficult to avoid.

July 8, 2025
STUDY SESSION
Item No. 9C.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE IMPLEMENTATION OF A PILOT BUSINESS VISITATION AND OUTREACH PROGRAM

PREPARED BY	PRESENTED BY
Melissa Dhauw, Senior Management Analyst	Melissa Dhauw, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Matt Foulkes, Director of Community & Economic Development	Aaron France, City Manager

DISCUSSION

This study session was requested by Council Member Hoque to consider developing a pilot Business Visitation and Outreach Program ("Program"). Buena Park has approximately 4,000 businesses ranging from small "mom-and-pop" establishments, all the way up to international corporations. The purpose of this Program would be to enhance engagement with local businesses, support economic growth, and foster a business-friendly environment in Buena Park. The focus would be small- and medium-sized businesses, which are often less connected to opportunities, resources, and programs offered by the City.

The proposed Program would build on several initiatives already underway in the Community and Economic Development Department, including:

- Size-Up Online Business Assistance Tool
- Buena Park Municipal Code changes to streamline business development
- Support and Assistance services offered by the Business Assistance Team
- Expansion of Online Permits and Services

Through scheduled visits to businesses, the City representative team could gain valuable insights into business operations, challenges, and needs, which can then be translated into tailored support to address business-specific concerns and foster clearer communication and a more business-friendly environment.

Key elements of the business visit could include:

- Short tour of the location to learn about business operations
- Discussion of needs or concerns confronting their business and how the City can help
- Explore growth or expansion opportunities
- Provide flyers/handouts with:
    - Information on City programs available for businesses
    - Key contact information to request City services for specific concerns (e.g. homeless outreach, graffiti program, code enforcement)

- Updates on City projects/developments
- Resources available through Small Business Administration (SBA), Small Business Development Center (SBDC), Orange County Workforce Development, North Orange County Chamber of Commerce and more

The Program would be promoted through the City's website, display boards, social media platforms, direct email invitations and door-to-door flyer distribution. Interested businesses could sign up for an in-person visit from City representatives either online or by phone. City representatives, comprised of the City Council Member for that district, City Manager (or designee), Community and Economic Development Director, and Economic Development staff, would aim to meet with approximately two to four businesses per month.

Staff is seeking feedback from the City Council on the above-referenced program parameters as well as direction regarding the implementation of the Program starting with businesses in District 4, with the option to expand To other City Council districts, if desired by other City Council Members.